

PROFESSIONAL AGREEMENT

2007/08
2008/09

Between

The School District of
the City of Hazel Park

and

The Hazel Park
Education Association (HPEA)

MASTER AGREEMENT

between

SCHOOL DISTRICT OF THE CITY OF HAZEL PARK

and

HAZEL PARK EDUCATION ASSOCIATION

2007 - 2009

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MASTER AGREEMENT

between

SCHOOL DISTRICT OF THE CITY OF HAZEL PARK

and

HAZEL PARK EDUCATION ASSOCIATION

2007-2009

THIS AGREEMENT made and entered into this 1st day of September 2007, and subsequently extended to August 31, 2009, by and between the Board of Education of the City of Hazel Park, Michigan hereinafter called the "Board" and the Hazel Park Education Association, hereinafter called the "Association."

WITNESSETH

WHEREAS the Board and the Association recognize and declare that providing a quality education for children of Hazel Park is their mutual aim and that the character of such education depends predominately upon the quality and morale of the teaching service, and

WHEREAS the members of the teaching profession share with the administration and the Board of Education common objectives, commitments and responsibilities dedicated to the formulation of the finest educational program possible, and

WHEREAS the Board has statutory obligation, pursuant to Public Act 112 of the Michigan Public Acts of 1994, to bargain with elected representatives of the teaching personnel, in this case the Association, as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment, and

WHEREAS the parties, following extended and deliberate professional negotiations, have reached certain understandings which they desire to memorialize.

In consideration of the following mutual covenants, IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE 1
RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive bargaining representative as defined in the Public Act 112 of the Michigan Public Acts of 1994, for a unit consisting of all certificated teaching personnel, special service personnel and all vocational teaching personnel annually authorized by the State of Michigan, excluding the Superintendent, Assistant Superintendent, Curriculum Coordinator, Directors, Principals, Assistant Principals, Teaching Assistant Principals, Supervisor of Special Education and other supervisors as defined in the Act. Unless otherwise indicated, the term “teacher” when used hereinafter in this Agreement will refer to all employees in the above unit. This is not a job security provision.
- B. The Board agrees not to negotiate with any teachers’ organization other than the Association for the duration of this contract.
- C. Professional Dues or Fees and Payroll Deductions
1. The amount of dues deduction will be calculated by dividing the annual dues by the number of pay dates between the last pay date in September and the last pay date in June inclusively and deducted accordingly. An adjustment for any additional fraction of the annual dues will be deducted from the last pay in June. Remittance to the HPEA by the Board of such deductions shall be on a monthly basis and shall be accompanied by an HPEA membership printout list. Deductions for teachers employed after the commencement of the school year shall be appropriately prorated to complete payments by the following June. Any assessments shall be deducted and remitted to the Association when authorized in writing by the HPEA president or executive director within two weeks of said Association authorization. The Board will furnish the HPEA monthly, at its principal office, the name and building assignment of all teachers hired, terminated, or otherwise removed from the payroll.
 2. Any teacher who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days from the date of commencement of teaching duties shall, as a condition of employment, pay as a fee to the Association an amount equal to United Profession membership dues. However, the teacher may authorize payroll deduction for such fee in the same manner as provided in paragraph A of this Article. In the event that a teacher shall not make payment as provided in paragraph A, the Board shall, upon receipt of written notice from the Association, commence discharge procedures against such teacher within ten (10) days or at the next scheduled Board meeting, whichever is later. In this action the Board shall follow the dismissal procedures set forth in the Michigan Tenure Act.
 3. If the teacher wishes to formally appeal the termination action of the Board of Education, he (or she) will be allowed to remain in the teaching position during the appeal or to the end of the current semester, whichever is sooner. If said teacher does not wish to appeal, employment of said teacher will be terminated immediately.
- D. Nothing contained herein shall be construed to deny or restrict to any teacher rights he/she may have under the Michigan General School Laws or applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

ARTICLE 2
BOARD OF EDUCATION RIGHTS AND RESPONSIBILITIES

- A. There is reserved exclusively to the Board all responsibilities, powers, rights, and authority vested in it by the laws and constitution of Michigan and the United States which have been heretofore properly exercised by it.

The determination and administration of educational policy, curriculum, the operation of the schools and the direction of the professional staff are vested in the Board or in the Superintendent when so delegated by the Board.

The above provisions shall not be inconsistent with nor contrary to the provisions of the Michigan Public Acts of 1994.

- B. The School Board agrees to provide transportation for classroom field trips of one (1) day or less. At least one (1) school bus will be available at all times for this purpose.
- C. The Board agrees to assume all costs related to any legal defense of any suit or action brought against the Association regarding this article entitled Coaching Salary Schedule and Supplemental Pay Schedule of the collective bargaining agreement.
- D. The Board further agrees to indemnify the Association for any damages which may be assessed against the Association as the result of said suit or action.

ARTICLE 3

HAZEL PARK EDUCATION ASSOCIATION RIGHTS AND RESPONSIBILITIES

- A. The Board and the Association agree to abide by Public Act 112 of the Michigan Public Acts of 1994 of the laws of Michigan and to all the applicable laws and statutes pertaining to the teachers' rights and responsibilities. The Board and the Association agree to the Board of Education Policies and Procedures now in effect other than those related to wages, hours, and working conditions, and unless otherwise altered by specific conditions within this contract. The foregoing specifically excludes from contract determination matters of curriculum and program, but does not otherwise change the Board's intent and desire for maximum teacher input.
- B. Every employee of the Board shall have the right freely to organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiation and other legal concerted activities for their mutual benefit. The Board and Association undertake and agree that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Public Act 112 of the Michigan Public Acts of 1994 of the laws of Michigan and of the Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of their membership in the Association, or other professional organization, their participation in any activities of the Association or collective professional negotiations with the Board or their institution of any grievance, complaint, or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- C. The Board and the Association recognize the right of employees to invoke the assistance of the State Labor Mediation Board.
- D. Use of School Facilities
 - 1. Week day activities commencing prior to 5:00 p.m. -- the Association will have the right to schedule meetings within the building and without cost. Such scheduling will be processed through the principal's office setting forth in advance the time and place of the meeting. Week day activities commencing after 5:00 p.m. and all weekend activities are to be scheduled through the Board Office. The Association shall enjoy the same privileges of facility availability as other community groups. It is further understood that the only cost to the Association shall relate to directly increased custodial costs.
 - 2. It will be the policy of the Board that bulletin boards in a given school will be used for the purpose of displaying educational material and other notices referring to the conduct of education and student activities; provided, however, that there will be one (1) bulletin board which will be placed in the staff lounge, or a mutually agreeable location, for the purpose of displaying notices, circulars and other Education Association materials.
 - 3. In those schools where an intercommunication system exists, it will be the policy of the Board that such equipment may be used only for announcements emanating from the principal's office and in connection with information from that office to students and staff members. Such announcements will be in connection with student activities and educational announcements to the faculty with regard to school-centered activities. Other announcements beyond the above may be made at the discretion of the principal, with regard to content, time and need for such announcements.
 - 4. The Association may distribute materials through teachers' mailboxes if it so desires.

- E. It is expressly understood that no member of the administration will assume responsibility for the posting or distribution of materials for the Association or any other teacher organization.
- F. No teacher will be prevented from wearing pins showing membership in the Association or any other teacher organization.
- G. School facilities will not be used by teachers privately for private tutoring for pay. Under no conditions should teachers tutor students enrolled in their class for pay.
- H. The Board agrees to furnish to the Association in response to written requests all information concerning the financial resources of the district, tentative budgetary requirements and allocations, and other information as will assist the Association in developing intelligent, accurate, informed, and constructive programs on behalf of the teachers and their students, together with information which may be necessary for the Association to process any grievance or complaint. Such written request shall be specific as to the information desired. This is not to imply that oral request will be denied.

Official records will be made available at the office of the Board and will not be removed from the Board's office.

- I. Association Day Language (subject to provisions of Michigan Public Acts - i.e. P.A. 197)

The Association shall be allotted thirty (30) days annually for Association business at no cost to the Association. Such commitment by the Board is subject to the following qualifications:

1. That notification one week in advance, when possible, be given in writing stating the specific type of activity or purpose of the released day for Association business unless business of officers of a sudden, infrequent nature or verbal agreement with Board representatives.
2. Five (5) days in excess of the allotted thirty (30) may be used subject to provisions in 1 above provided the Association reimburses the District at the prevailing substitute rate whether or not one is used.
3. An additional five (5) days in excess of the thirty-five (35) noted may be used if reimbursed at full contractual cost of the Association member.

The above language is not applicable during mutually agreed upon negotiation periods.

ARTICLE 4
TEACHER RIGHTS

A. Just Cause:

Teachers may be disciplined, reprimanded, reduced in rank or compensation only for just cause.

B. Teachers will not be used as secretarial or custodial help except in an emergency assignment.

ARTICLE 5
CIVIL RIGHTS

- A. The Board agrees that neither it, nor any of its administrative agents, will discriminate against any teacher on the basis of race, creed, color, national origin, sex, age, disability, height, weight, religion or marital status, political activities, or membership or participation in the activities of the Association or any other employee organization.

- B. The Association agrees that it will admit all teachers to its membership without discrimination by reason of race, creed, color, national origin, sex, age, disability, height, weight, religion or marital status, or prior membership or past participation in the activities of any other employee organization.

ARTICLE 6
TEACHER RESPONSIBILITIES

A. Pupil-Teacher Relationships

1. Classroom teachers are often confronted with the problems as well as the responsibilities of maintaining pupil control. Within legal limitation, in fact, certain parental privileges are transferred to the teacher in the performance of this function.
2. Encouragement, praise and emphasis upon the child's desirable characteristics are recognized as being the most successful methods of working with discipline cases. Educational personnel should be familiar with their current legal responsibility as interpreted by Michigan Courts.
3. Referrals of pupils for special services may be made by the teacher or the building principal to the appropriate service. Referrals forms will be routed through the office of the building principal.
4. Within the framework outlined above, a consistent discipline procedure shall be worked out in each building by the teachers, counselors and administrators.

B. Medical Examinations

1. For the protection of children, the Board of Education shall require of each new employee a health report from the school physician or a physician authorized to practice medicine under the laws of the State.
2. The Board of Education may request a teacher to obtain a physical examination from a recognized hospital or clinic - such examination to be at the expense of the Board.
3. An employee of the Board of Education who is off duty because of illness or injury for more than two (2) weeks may be required to present a statement of ableness to the principal upon his/her return to work. This statement shall be made out by a physician authorized to practice medicine under the laws of the State.

C. Birth Certificates

Every teacher upon employment shall be required to present a birth certificate or other legal evidence attesting to the date of birth which shall be recorded and made a part of the personnel file.

D. Newly hired staff must satisfy the following requirements identified by Michigan Public Act 68 of 1993:

1. A criminal records check shall be requested from the Michigan Department of State Police (*and currently also the FBI*). All current HPEA members, who are required by law to submit a fingerprint sample to the state, will be given opportunities to do so at no cost to the member. The Hazel Park School District will provide the equipment, dates and locale (in the district) for said procedure. Should a member fail to take advantage of this provision, it will be that member's responsibility to make arrangements to submit the fingerprint sample at their own cost.
2. The completion of a form which includes a signed statement that the new employee has not been convicted of a criminal offense.

ARTICLE 7
JOINT RESPONSIBILITIES

A. In-Service Training, Conferences, and Conventions

1. The Board of Education shall encourage employees to actively participate in all professional meetings on local, state, and national levels. They shall make an annual appropriation for in-service training which shall include in-service classes, conferences, and conventions. Attendance of teachers to conferences shall be approved by the Board of Education. Attendance of special teachers to conferences shall be approved by the administrator assigned to the curricular area, within the budget limits set by the Board of Education.
2. Visitation to other schools or programs shall be considered as a conference.

B. Substitute Teachers

1. The Board agrees to make an effort to maintain an adequate list of substitute teachers.
2. Teachers shall be informed of a district telephone/computer system, (AESOP), that they shall call or access before 6:30 a.m. on or before the day of their absence, to report unavailability for work. Basic reporting data shall be consistent with existing directives. Once a teacher has reported unavailability, it shall be the responsibility of the administration (AESOP) to arrange for a substitute teacher.
3. Substitute teachers shall be hired whenever the following special teachers are absent: art, music (vocal only), and physical education.

C. Ethics

1. The Association shall deal with ethical problems arising under the Code of Ethics of the Education Profession in accordance with the terms thereof, and the Board recognizes the Code of Ethics to be acceptable criteria of professional behavior.
2. In regard to teacher ethic cases, the Board shall give due consideration to the decisions and/or recommendations of the Professional Rights and Responsibilities Committee.
3. Teachers agree not to exploit their professional relationship with their students nor knowingly permit any commercial exploitation of their professional position. On this basis, solicitation for the purpose of selling educational materials and/or services within the Hazel Park School District by Hazel Park teachers shall be considered improper.
4. Procedural detail involving probationary teachers, tenure teachers, and administrators is to be incorporated into Administrative Policy and distributed to every teacher.

D. Professional Study Committee

There is hereby established a Professional Study Committee composed of five (5) members: two (2) members selected by the Superintendent, and three (3) members selected by the Association.

The Association shall designate the chairperson. The Professional Study Committee may recommend changes in the district's educational program.

Recommended Procedure

1. Recommended changes may be made to the Committee by:
 - a. A teacher in the district.
 - b. Superintendent.
 - c. Central Office Administrator.
 - d. Building Principals.
 - e. Curriculum Committees.
 - f. Professional Associations.

 2. Study Committee Responsibilities
 - a. Receive recommended changes.
 - b. Refer changes for study to appropriate committee if study is needed.
 - c. Review recommended changes from committees.
 - d. Submit written recommendations to the Superintendent, who must take action not later than thirty (30) days after receiving the recommendation. The chairperson or his/her designee may present the committee's views before the Administrative Council.
 - e. Inform recommending group of action taken by the Superintendent and/or Board of Education.
 - f. Take action on all recommendations within thirty (30) days after receipt of the recommendations.
- E. It is agreed that a study committee of the Administration and Association will be formed to recommend methods for giving teacher recognition awards. The Board and the Association will each appoint a member to this committee upon ratification of this contract. These two (2) members may enlarge the committee.
- F. Teacher representatives to the Curriculum Advisory Council shall be paid the negotiated scale.

ARTICLE 8
PROFESSIONAL COMPENSATION

- A. A single salary schedule shall be maintained, and no differential in salary shall be allowed because of sex, marriage, or dependents.
- B. Applicants with previous Hazel Park School District experience seeking reemployment within two (2) years after termination shall be credited with full previous Hazel Park experience but not to exceed five (5) years.
- C. Only experience recognized by the Michigan Retirement Act shall be credited. Other experience directly related to the person's teaching responsibility not to exceed five (5) years may be recommended to the Board of Education by the Superintendent for credit on the salary schedule. All teachers now employed or previously employed by the Hazel Park Board of Education shall have their total service in the Armed Forces credited with one regular annual salary increment for each year provided they have served a minimum of one (1) year. New teachers employed shall be given one (1) regular salary increment for service, provided they have served a minimum of one (1) year in the Armed Forces with honorable discharge.
- D. Teachers will be classified for the purpose of the salary schedule in April for the succeeding year, but if evidence that a teacher is entitled to an advance on the salary schedule is filed in the Superintendent's office by September 15 of the same school year, such teacher will be advanced to the new step on the salary schedule. In addition, midyear adjustments will be made if evidence is submitted to the Superintendent's office on or before February 15 of the school year and shall be retroactive to the beginning of the second semester.
- E. Application for placement on a higher tract of the salary schedule shall be made by September 15 for the first semester or February 15 for the second semester of the school year. All credits toward a higher tract on the salary schedule shall be graduate semester hours or their equivalent in quarter hours. Any credit recognized by the university as credit toward a graduate degree shall also be accepted by the Board.
 - 1. A salary increment is added for a block of eighteen (18) semester hours of graduate credit beyond the provisional certificate. (Any teacher who has been paid at the B.A.+15 step shall automatically be placed on this step.)
 - 2. A salary increment is added for the completion of a Master's degree. Some courses or experiences not on a designated Master's program may be deemed by the Superintendent to be helpful in making a teacher a better teacher. In such cases, the Master's degree salary may be allowed by the Superintendent when 32 hours of credit are approved.
 - 3. A salary increment is recognized for each block of fifteen (15) semester hours of graduate credit beyond the Master's degree after the Master's degree has been completed. (MA+15, MA+30, MA+45)
 - 4. A fourth increment beyond the Master's degree is allowed for completion of the Doctorate degree.
 - 5. Teachers receiving National Board Certification for teachers, under the current rigorous standards, shall receive a \$1,000 recognition award and be recognized for their achievement by the Board of Education.

F. A teacher who does not possess a Provisional Certificate or a Permanent Certificate issued by the Michigan State Board of Education, whether or not said teacher holds a degree, and for whom a Special Certificate must be issued, shall be classified on the salary schedule as a non-degree teacher, except those teachers who shall be required to complete ten (10) semester hours or less to qualify for a Provisional or Permanent Certificate, in which case said teacher shall be classified on the salary schedule as a degree teacher.

G. Bargaining unit members shall receive an annual longevity payment according to the following:

	<u>Years of Service in Hazel Park</u>			
	0-15	16-20	21-25	26-->
2005 - 2006	0	2,000	2,500	3,000

Longevity dates from July 1 through November 15 shall receive a full-year of longevity credit; from November 16 to April 15 shall receive one-half year's longevity credit; April 16 through June 30 shall not receive longevity credit for that year.

H. Bargaining unit members may select at their option any one of the following methods of payment beginning with the second Friday of the school year.

Option 1. Gross salary (plus longevity, if any) divided into 21 equal biweekly paychecks.

Option 2. Gross salary (plus longevity, if any) divided into 26 equal biweekly paychecks. Paychecks 21 through 26 shall be paid with their last regular pay at the end of the student school year.

Option 3. Gross salary (including longevity, if any) divided into 26 equal biweekly paychecks. Paychecks 22 through 26 shall be mailed to them by the Board Office during the summer.

ARTICLE 9
TEACHING HOURS, WORK DAY AND WEEK

- A. 1. The parties recognize the principle of a normal forty 40-hour work week, exclusive of lunch.

It is mutually recognized by all parties that the principle of the 40-hour normal work week cannot be interpreted literally. Nothing contained herein prohibits or limits the right of the Board from assigning duties normally associated with the teaching profession except as otherwise agreed upon in this contract.

It is the responsibility of each individual teacher, as well as administrators and school board members, to strive for the highest quality educational program possible for the children of this school community. Inherent in such a commitment is the requirement for adequate lesson planning and guidance for the reference by a substitute teacher.

2. The starting and dismissal times for student shall be as follows:

All elementary schools	8:05 a.m. to 3:00 p.m.
Junior high school	8:05 a.m. to 3:00 p.m.
Senior high school	8:00 a.m. to 3:00 p.m.

The foregoing starting and dismissal times are subject to modification by state statute or other external legal authority.

3. The regular teachers' work day will begin fifteen (15) minutes before the aforesaid starting times and will end fifteen (15) minutes after the aforesaid dismissal times.

- B. 1. The Administration may determine to have as many as four regularly scheduled full staff meetings to deal with curriculum and program on a periodic basis. Such meetings shall be announced in advance and shall commence after student dismissal time and will extend beyond the regular teacher dismissal time not more than 45 minutes. This arrangement may only be extended beyond the current contract by mutual agreement of both parties.

It is further agreed that from time-to-time a small group(s) and/or an individual teacher may be requested to meet with the Administration after school hours to accommodate operational procedures.

2. Teachers may be requested to attend districtwide curriculum meetings on a monthly basis after the close of the school day. On any day or occasion that school is dismissed for purposes of professional improvement activities, attendance of teachers at such programs shall be required. Failure to be so involved shall result in loss of pay for the day or days involved.
3. It is agreed by the Association and the Board that good public relations is necessary in all community activities and, therefore, recognize that teacher attendance at PTA meetings shall be of such nature as to adequately reflect the relative value of the parent-teacher relationship. It is further agreed that teachers will be required to attend an annual open house type meeting, but that attendance at all PTA meetings shall be at the option of the teacher.

- C. 1. All regular teachers shall have a duty-free lunch period between the hours of 11:00 a.m. and 2:00 p.m. of the following lengths.
- a. Elementary schools - thirty-five (35) minutes
 - b. Junior high schools - the regularly scheduled lunch period, but in no event less than thirty-five (35) minutes
 - c. Senior high school - the regularly scheduled lunch period, but in no event less than thirty-five (35) minutes

2. High school and junior high school teachers will, in addition to their lunch period, have a preparation period of one class period each day. Teachers who substitute during their preparation conference period shall be reimbursed at the extra hourly rate. Substitute arrangements shall be made by the principal on a rotating basis.
 3. The Board agrees to provide 150 minutes per week planning and conference time for elementary teachers. The time shall be scheduled to include thirty (30) minute blocks of time no less than four (4) days per week. Time will be provided to the extent possible by the utilization of special subject teachers. Additional time will be provided through the use of aides. When experimental or pilot lunch program options are being tried in elementary buildings, the 150 minute commitment shall be distributed over five (5) days.
 4. Teachers on a fractional contract will get a corresponding prorata portion of the planning and conference time noted in 2 and 3 above.
 5. Teachers shall not be asked to substitute for absent teachers except in the case of an emergency. An emergency shall be defined as a period of time when a teacher is unable to be at his/her teaching station and the administration has attempted and is unable to provide a substitute teacher. Insofar as is practical, substitution shall be rotated. Those teachers required to substitute shall be paid at the extra hourly rate for each class period.
- D. The teachers recognize their responsibility to their students and their profession requires the performance of duties that involve the expenditure of time beyond that of the normal working day, including preparation for and supervision of extracurricular student activities and functions. Assignment to such duties or activities shall be only on a voluntary basis. In cases where the principal is not able to cover an extracurricular activity with volunteers, he or she may assign teachers who have not volunteered as yet that year, with a limit of one assigned activity per year per teacher. Teachers who have volunteered are exempt from assignments.
- E. The agreed upon items of this article may not be construed as an instrument to coerce willing teachers to desist from voluntary activities beneficial to their students.
- F. Parent-Teacher Conferences
1. Any number of days (but not more than four [4] per year) may be used for parent-teacher conferences and up to, but not more than, two (2) days per year for in-service training.
 2. When evening hours are selected for conferences, teachers shall participate and shall be given equivalent released time to be taken by dismissing students at the end of the morning on the Wednesday before Thanksgiving and on the Thursday before Easter.
- G. Teacher Inservice
1. Teacher input is desired in planning in-service activities. It is generally understood that program development will recognize objectives of mutual educational concern.
 2. A half-day at the end of the tenth week for elementary teachers and at the end of the twentieth week for secondary teachers shall be used for record work but subsets of the staff may exercise their individual options to use the time for staff development activities by mutual agreement with the principal.
- H. See Schedule C for exact school year calendar.

ARTICLE 10
TEACHING CONDITIONS

- A. The parties recognize that the availability of optimum school facilities for both student and teacher is desirable to insure the high quality of education that is the goal of both the Association and the Board. They recognize further that facilities should be designed to meet the needs of the educational program.
- B. Each school will have the following facilities:
 - 1. An appropriately furnished room to be used for the exclusive use of the staff.
 - 2. A cot should be provided for the exclusive use of teachers: One (1) cot, elementary schools; two (2) cots, junior and senior high schools.
 - 3. Clean teacher restrooms.

ARTICLE 11
CLASS SIZE

A. Elementary Philosophy

Class load will be kept at a minimum within the economic ability of the School District and the availability of space. Twenty-five (25) pupils are recognized as a desirable class load for effective teaching and learning. In some special classes a lower number of pupils is desirable, while in other cases a larger number can be accommodated.

Average building class size	28 pupils
Maximum regular class size	30 pupils
Maximum split class size	28 pupils

1. Whenever any class assignment in an elementary classroom exceeds thirty (30) pupils, the teacher shall be paid, at the end of each semester, one of the following amounts:
 - a) \$300 if the regular class size reaches thirty-one (31) during the semester; or
 - b) \$600 if the regular class size reaches thirty-two (32) during the semester.
 - c) In no event shall regular class size exceed thirty-two (32).
 - d) A moratorium of two (2) weeks will be allowed at the beginning of the school year on a) and b) above to allow class sizes to stabilize.
2. If any class at the elementary level exceeds thirty (30) students for less than one hundred twenty (120) minutes per day, the administration agrees after the teacher submits appropriate documentation, to reimburse the teacher on a prorated basis. This prorated reimbursement will be determined by dividing the contractual amount (\$300 for the thirty-first student and \$600 for the thirty-second student) by the number of instructional days in the semester. This amount will then be multiplied by the number of days that the class exceeds thirty (30) students. At no time will the amount of reimbursement exceed the contractual limits of \$300 for thirty-one students and \$600 for thirty-two.
3. Experimental programs affecting class size are entirely voluntary on the part of the teacher and, unless expressly part of this experiment, are to be defined as regular class size under the provisions of this contract.
4. Assignment of students

Assignment of students to classes in the elementary schools for the following year shall be done by the principal and teachers.

B. High school class size

If any teacher in a core curriculum class defined in the school district as social studies, science, mathematics and language arts (exclusive of foreign language) exceeds 33 students per class, at the end of the tenth week of the semester, the teacher shall be paid \$50 for each student in excess of 33. If any teacher in any core curriculum class exceeds 33 at the end of a semester, the teacher shall be paid \$50 for each student in excess of 33.

There shall be an appeal process made to the principal if any teacher has an excess of 33 students but fails to qualify at the end of each 10-week period or semester.

High school class size language will be effective beginning with the second semester of the 2004-05 school year.

ARTICLE 12
TRANSFERS AND VACANCIES

- A. Every possible effort should be made to provide conditions that will encourage good teachers to remain in classroom teaching. However, those teachers who do desire administrative positions should be assured that they will receive fair consideration when vacancies occur.

Whenever any professional vacancy on the Administrative and Supervisory Salary Schedule shall occur, the Board will publicize the same during the school year in a bulletin to all staff members and will include a general statement of the duties and qualifications. During the months of July and August written notice of such vacancy will be given to the Association, including a general statement of the qualifications required. No vacancy will be filled within fifteen (15) days from the date of distribution of the Superintendent's bulletin or the giving of the notice to the Association.

- B. Any teacher may apply for such vacancy. In filling such vacancy the Board agrees to give major consideration to the professional background and attainments of all applicants and the length of time each has been in the Hazel Park School System. Other personal and professional factors will also be considered. The parties recognize that while the Board will continue to adhere to its practice of promotions from within its own teaching staff, it may on occasion go outside the district to hire personnel of highly specialized or outstanding talents. Notices of openings in coaching positions will be posted a minimum of fifteen (15) days prior to assignment award.

C. Transfers and Reassignments

1. Requests by a teacher for a transfer to a different assignment within the building shall be made in writing to the building principal. The application shall set forth the reasons for the reassignment and the academic qualifications. Based on the above, plus consideration for the length of service in the building, reassignments shall be made when openings occur. Requests for reassignment shall be renewed once each year to assure active consideration.
2. Requests by a teacher for a transfer to a different building shall be made in writing to the Superintendent's office. The application shall set forth the reasons for the desired transfer, plus the school, grade or subject sought. The applicant's academic qualifications should also be included in the application. Requests for transfer shall be renewed once each year to assure active consideration.
3. The parties agree that involuntary transfers are to be minimized and used only for the purpose of accommodating the following types of situations: enrollment shifts or declines, program adjustments and improvements, unexpected resignations, retirements or death. Involuntary transfers shall not be made for disciplinary reasons.
 - a. When it appears that this type of transfer may be necessary, the Board will give first consideration to volunteers. If there are no qualified volunteers available to fill a vacancy, the Board will consider the following concerns: need for teacher expertise, previous successful experience, length of service to the District, community or staff compatibility, the preference of the supervisor or principal.
 - b. Prior to the effectuation of an involuntary transfer, the Board's agent shall meet with the teacher and an Association representative (at the request of the teacher) for the purpose of reviewing and discussing the reason for such transfer.
 - c. Notice of transfer will be given to teachers under normal circumstances not later than the end of the semester preceding the effective date of transfer.

- d. With respect to positions in instrumental music at any level, the following description in posting and in consideration of transfers, be they voluntary or involuntary, will be operant: Applicants or person considered for said position will possess a Music Education major (certification JX) as well as a minor in Instrumental Music.
4. If a teacher is transferred to a non-unit supervisory or executive position and is subsequently returned to a position in the negotiating unit, he/she will upon his/her return remain continuously in the negotiating unit.

ARTICLE 13
PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS

- A. The Board establishes as minimum requirements for initial employment of teachers the possession of a Bachelor's Degree and Michigan Elementary or Secondary Provisional Certificate or the equivalent. If it is necessary to deviate from this policy, the deviation will be in accord with the Michigan Department of Education regulations.
- B. Teachers, other than newly appointed and substitute teachers, will be notified of their tentative programs for the coming school year, including the schools to which they will be assigned, the grades and/or subjects that they will have, prior to the close of the school year.
- C. In order to assure that pupils are taught by teachers working within their area of competence, teachers will not be assigned, except temporarily and/or for good cause, outside the scope of their teaching certificates and/or their major or minor fields of study.
- D. In addition to the NCLB, the Board of Education will pay each of the HPEA members on the portfolio committee \$50.00 for each portfolio that is presented and evaluated. If a portfolio is resubmitted, the members of the committee will not receive an additional stipend. Those teachers wishing to establish their "Highly Qualified" NCLB status via the Highly Objective Uniform State Standard of Excellence (HOUSSE) also known as a portfolio shall submit their documentations to the Director of Curriculum prior to March 1, 2006. The instrument by which portfolios will be evaluated will be the portfolio assessment guide suggested by the Michigan Department of Education. The panel that will review portfolios will consist of equal numbers of administrators and members of the Association. Association members of this panel shall be designated by the Association leadership. Administration representatives of this panel shall consist of the Curriculum Director and an administrator or administrators chosen by the administration. In the case of elementary teachers submitting portfolios, the additional administrator or administrators shall be from the elementary level and shall be administrators to whom the applicant teacher does not currently report. In the case of secondary teachers submitting portfolios, the additional administrator or administrators shall be from the secondary level and shall be administrators to whom the applicant teacher does not currently report. A simple majority of the reviewing panel can approve or decline portfolios. In the case of portfolios that have been declined, the reviewing panel will provide guidelines and suggestions for portfolio enhancement for the purpose of resubmission. Teachers submitting portfolios shall be informed in writing of the determination of their Highly Qualified status upon completion of the panel's review.
- 1. The parties believe that as of the beginning of the 2007-2008 school year, all teachers meet the NCLB highly qualified requirements in their current assignments. In the event that it is found that a teacher is not highly qualified in his/her current assignment, the committee referred to below will meet promptly to address this matter.

The HPEA President and one other HPEA member selected by the HPEA will work with two administrators to review qualifications of teachers thus determined by the state to be not "highly qualified" under NCLB in their current assignments. The portfolio assessment committee will look for ways for teachers thus identified as not highly qualified to become highly qualified in their current assignments. The teacher together with the committee will decide the process to be used in order to meet the definition of highly qualified in the teacher's current assignment(s). The portfolio assessment may be utilized to enable a teacher to become highly qualified.

It is further understood no teacher who was "highly qualified" under No Child Left Behind legislation for the position that she/he occupied in the previous school year shall be involuntarily reassigned by administration to any position which she/he does not meet such requirements.

- E. Anyone who chooses to take the MTTC test in order to be considered highly qualified shall be reimbursed for half of the cost after showing documentation that she/he successfully passed the test.
- F. Changes in grade assignments in the elementary schools and in subject assignment in the secondary schools are sometimes necessary and even beneficial. To the extent possible, such changes in grade and subject assignment would be voluntary, but the Board may make such changes.
- G. Extra Hourly Assignments
 - 1. Teaching positions in an extra hourly assignment will be filled first by qualified teachers regularly employed in the Hazel Park School System.
 - 2. Teacher employment in an extra hourly assignment shall be based on the following factors and ranking of said factors:
 - a. Seniority within the assignment.
 - b. Number of years qualified applications from Hazel Park School System has been on file.
 - c. If two (2) or more teachers are equal in regard to 'b' above, then seniority within the elementary, junior high and high school levels will prevail.
 - 3. Application by regularly employed teachers for an extra hourly assignment will be filed with the Superintendent or his/her designate at least two (2) months prior to the beginning of classes, and such application will be renewed by the teacher for each subsequent session.
 - 4. Extra hourly rate: \$23.49
 - 5. Extra hourly assignments shall include driver education, summer school, funded after school homework programs, training and assignments or programs approved by the Superintendent. The above pay schedule also includes subbing on the prep period.
 - 6. The provisions of this agreement will not apply to persons employed solely in extra hourly assignments, except as otherwise set forth herein.
- H. Teacher Tenure Policy
 - 1. Continuing Contracts: All teachers who have been employed in the District for more than four (4) years and are given a continuing contract come under the terms of the State Tenure Act.
 - 2. Probationary Contracts: New teachers hired into the System shall be considered probationary teachers without seniority for the first four (4) years. New teachers who had attained tenure in another Michigan district shall be considered probationary for two years. When teachers are placed on continuing tenure, they shall be entered on the seniority list as of the date they began their duties as a teacher. A teacher's rating shall not be affected by his or her sex, race, religion, marital status or dependents.
 - 3. Coaching Teachers: A teaching coach shall be assigned to every probationary teacher upon entrance of the teacher into the system. The "teaching coach" insofar as possible shall be a tenure teacher with a minimum of five (5) years' teaching experience and shall be engaged in teaching with the same grade, building, or discipline as the probationary teacher. It shall be the duty of the teaching coach to assist and counsel the probationary teacher in acclimating to the teaching profession and the school system.

- a. Every effort should be made to match the coach and probationary teacher in terms of compatibility, personality and teaching philosophy.
- b. It should be made clear to all coaches that remarks made to him/her shall be considered as having been said in confidence. These remarks shall remain confidential, unless the welfare and/or safety of a student and/or school facility is involved.
- c. If the coach and the probationary teacher are incompatible, either party should have the right to request a change. Every effort should be made to honor such a request without prejudice to either party.

ARTICLE 14
SENIORITY

- A. Seniority is defined as the length of *unbroken service* performed as a bargaining unit member in the employ of Hazel Park Schools. (*Unless a teacher retires, resigns, is terminated and does not regain the position, or transfers to a non-bargaining unit position, service is considered unbroken.*)

- B. Seniority shall accrue during continuous periods of employment and while on leave as provided for in the following and shall be computed from the teacher's first day of employment, which is the first day of work. If the first day is a holiday, said day is the first day of work.

- C. In the event that two or more teachers share the same first day of employment (see B below), the following data will be used to break ties:
 - 1. Earliest verified contract signing date.
 - 2. Earliest prior verified employment as a bargaining unit member in Hazel Park.
 - 3. Earliest prior verified employment as a substitute in Hazel Park.If Step No. 1 breaks the tie, Step No. 2 will not be used. If Step No. 2 breaks the tie, Step No. 3 will not be used.

- D. Administrators shall retain seniority rights only for those years in which they were earned as a teacher in Hazel Park.

- E. The Board and Association shall mutually review and prepare seniority and certification lists by November 15th of each year.

ARTICLE 15
LAYOFF AND RECALL

A. Reductions in Personnel, Seniority, and Recall

If for any reason the Board anticipates a reduction of staff, it shall, prior to taking formal action, consult with the Association to receive recommendations regarding priorities and procedures to be followed.

In cases requiring a reduction of the teacher work force, the order of reduction shall be:

1. Temporary employees
2. Probationary teachers
3. Tenure according to seniority, certification, and ability in that order. If a position cannot be filled with a certified teacher in accordance with seniority, the teacher with the next highest seniority shall be retained. If equally qualified by seniority, certification in that order, demonstrated ability to perform shall take precedence.
4. In case of layoff, bargaining unit members so affected shall gain seniority accrual benefit for first year after layoff. This provision would not apply if the teacher should during this same time period gain seniority in another teaching bargaining unit. A laid-off Association member shall be considered laid off until he/she is reinstated in the District.
5. In all cases, notification of reduction of staff shall be consistent with the Michigan Teacher Tenure Act No. 4 of the Public Acts.
6. Refusal of an offer from the Board of a position for which the laid-off bargaining unit member is certified/licensed, or failure to respond within fourteen (14) days of the receipt of a written offer of a position made by the Board shall be cause for termination.
7. Notification of a recall shall be in writing with a copy to the president of the Association. The notification shall be sent by certified mail to the bargaining unit member's last known address. It shall be the responsibility of each bargaining unit member to notify the Board of any change in address.
8. A laid-off Association member shall be, upon application, considered for priority status on the District substitute teacher list.
9. Laid-off Association members shall be recalled to the first vacancy for which they are certified and highly qualified in reverse order of layoff.

ARTICLE 16
TEACHER EVALUATION

A. Teacher Observation and Evaluation

1. Philosophy

The Board and the Association mutually recognize that a fair continuing personnel evaluation procedure is an important and desirable condition of employment. The Board and the Association also recognize and agree that the primary purpose of evaluation is to assist a teacher and to improve the instructional program for students. The Board and the Association, likewise, agree that from time to time it may be necessary to discipline or reprimand a teacher and that such discipline or reprimand will be for just and reasonable cause.

2. General Procedure

- a. All administrative monitoring, observations, and evaluations of the work performance of a teacher shall be conducted openly and in a timely manner with which it is reasonable to assume that a teacher has full knowledge. Full knowledge includes, but is not limited to, informing teachers of administrative and supervisory practices by memo, bulletin, and policy handbooks as well as orally in general teachers' meetings or general public address announcements. Observed events which are considered seriously questionable, assumed very unsatisfactory, need immediate clarification, and/or interpretation shall be brought to the teacher's attention by the close of the teacher's next scheduled work day. In any event, the intent of timely consultation will be maintained.
- b. Under no circumstances will the Administration request a teacher to assist another and then use these observations as evaluations or testimony.
- c. All communications including evaluations and observation statements made by Hazel Park administrators, commendations, and complaints directed toward a teacher which are included in the personnel file shall be called to the teacher's attention at the time of the inclusion and offered to said teacher for signature of acknowledgment, which shall be attached to the filed statement. Direct communication which is to be enclosed in the teacher's personnel file shall clearly indicate that a copy is being enclosed in the teacher's personnel file (copy to Personnel File). Teachers have the right to prepare an answer to all direct communications, and it shall be attached to the filed copy and given such distribution as is appropriate.
- d. Any complaint regarding a teacher made to the Administration which is to be enclosed in the teacher's personnel file shall be brought to the attention of the teacher within three (3) working days of the complaint and the complainant identified.

The Administration is free to ignore any complaint which it chooses because it judges the complaint to lack merit or is too old to merit consideration. If the Administration decides to investigate a complaint prior to making its judgment, said investigation shall be completed within five (5) working days. If at the end of five (5) working days the investigation is not complete, the teacher in questions shall be informed that the investigation is in progress and an additional five (5) working days shall be allowed to continue the investigation. If at the end of the five (5) working day extension the investigation is still not complete, the teacher in question shall be informed that the investigation is still in progress and a final five (5) working day extension shall be allowed. If the complainant refuses to identify himself/herself, his/her complaint shall not be enclosed in the teacher's personnel file.

Issues of extremely sensitive personal nature may be the basis for extending these deadlines upon notification to the Association representative. Until formal action has been initiated, such information shall be held in total confidence between the Board and the Association.

- e. Each teacher shall have the right, upon reasonable notice, to review the contents of his/her own personnel file maintained at the individual's school or at the central personnel office, except materials deemed confidential by his/her college or university or materials that were used in the initial employment of the teacher. These references shall be removed in the presence of the teacher's designated representative prior to the teacher reviewing his/her file. A witness or advisor of the teacher's choice may, at the teacher's request, accompany said teacher in this review. The file review shall be made in the presence of the administrator-in-charge or his representative responsible for the safekeeping of the files.
- f. All entries into the file after July 1, 1968, which by the nature of their content might be used against the teacher, must be presented to the teacher personally who should sign the document in recognition of the presentation. Signature by the teacher does not necessarily mean agreement with the contents of the entry.
- g. No polygraph or lie detector device shall be used in any investigation of any teacher unless requested by the teacher.
- h. A teacher shall at all times be entitled to have present a representative of the Association when he/she is being disciplined for any infraction of discipline or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of Association is present. (See Article 23, Paragraph 14.)

3. Formal Evaluation

- a. A formal evaluation shall be written on the standard performance report form (see schedule D) in use at the time the evaluation is completed.
- b. The teaching performance of non-tenure teachers will be observed and a written evaluation prepared at least twice each school year. The principal or his/her designee will hold a conference with the non-tenure teacher after each such evaluation.
- c. The teaching performance of a tenure teacher shall be observed and a written evaluation prepared at least once each year. The principal or his/her designee will hold a conference with the tenure teacher after each such evaluation.
- d. It is recommended that any teacher being placed on an IDP be so notified on or before June 1st of that school year.

4. Informal Evaluation

- a. An informal evaluation is any administrative judgment about a teacher's performance other than those which are part of the formal evaluation report and which is reduced to written form and enclosed in the teacher's personnel file.
- b. An informal evaluation shall be derived from, but not necessarily limited to, the following:
 - 1. Direct administrative observation.
 - 2. Direct administrative discussion with the teacher.

3. Legal documents such as affidavits, warrants, court orders, findings and proceedings.
4. Signed and verified letters and statements by parents.
5. Indirect information of a positive nature about a teacher based upon extra activities or programs in which he/she may participate.
6. True and factual oral reports from parents where the identity, truth and factualness are verified.

Hazel Park Schools Individualized Development Plan (IDP) Procedures and Guidelines

The IDP has been developed for the following purposes:

1. To comply with Tenure Act requirements.
2. To allow for self-evaluation.
3. To help administrators and teachers communicate about common concerns and work together for professional growth.

The following procedure is to be followed:

1. For first-year teachers only:
 - By no later than the third week of school, each first-year teacher will be given a blank copy of the Cooperative Evaluation form and a copy of the IDP checklist (see schedule E) that will be used during the probationary period.
 - By no later than the third week of school, each first-year teacher will have been assigned a Coach who will act as a Mentor during the probationary period.
 - By no later than November 15th, the building principal will meet with each first-year teacher to mutually determine and agree upon IDP checklist areas of concentration for the year.
2. For second, third and fourth year teachers only:
 - By no later than September 30th, the building principal will verify that each second and third year teacher has an assigned Coach. (Coaches may be assigned in later years if deemed necessary or appropriate.)
 - By no later than September 30th, the building principal will verify that each second, third, and fourth year teacher has a mutually developed and agreed upon IDP that will be used during the current school year.
3. For all probationary teachers:
 - By no later than October 31st, the building principal will complete the first Cooperative Evaluation for all probationary teachers for the current school year.
 - By no later than June 1st, the building principal will complete the final Cooperative Evaluation for all probationary teachers for the current school year. The final evaluation must include an assessment of the teacher's progress in meeting the goals of the IDP.
4. For all probationary and tenure teachers:
 - For any teacher determined to be performing less than satisfactorily, instead of the checklist, a detailed, written, and individually customized IDP may be written for that teacher based on the Cooperative Evaluation form topic areas. Additional observations and written evaluations will be utilized and the final evaluation will include an assessment of the teacher's progress in meeting the goals of the IDP consistent with state law.

ARTICLE 17
PAID LEAVES OF ABSENCE

A. Sick Leave

1. All teachers will be granted a total of twelve (12) days absence (see Article 26 for State Mandated Extended School Year Program Teachers) each year without loss of salary subject to the following:
 - a. The entire twelve (12) days (see Article 26 for State Mandated Extended School Year Program Teachers) allowance may be used for personal illness, serious illness in the family, quarantine, religious holidays or tragedy.
 - b. Not more than five (5) of the twelve (12) days (see Article 26 for State Mandated Extended School Year Program Teachers) may be used for death or family illness, except as specified above in A(1)(a).
 - c. not more than three (3) of the twelve (12) days (see Article 26 for State Mandated Extended School Year Program Teachers) may be used for personal business. An application for a personal business day will be submitted in writing by the teacher to the Office of the Superintendent. Whenever possible, the application for the personal business day should be submitted to the Office of the Superintendent at least three (3) days PRIOR to the date requested.” A personal business day shall be further identified as being a day to be used for pressing personal business that must be taken care of on a school day.

(* see Schedule F “Teacher Absence Request”)

2. At the end of each year the unused portion of the twelve (12) days (see Article 26 for State Mandated Extended School Year Program Teachers) shall become accumulative and shall be added without limitation to any previous accumulation. Absences for approved reasons shall be with pay within the limits of provisions set forth above.

If a teacher uses any combination of personal sick days and maximum sick bank allocation equivalent to the LTD waiting period, unless the teacher still has remaining personal sick days at that point, the teacher shall either take unpaid sick leave or go on LTD. Employee insurances shall extend throughout the course of the related school year.

A written doctor’s statement shall be requested as a basis and/or requisite for payment of all extended sick leave benefits.

B. Adoptive Leave

A teacher may utilize a maximum of twenty (20) days from his/her personal sick bank to accomplish the adoption of a minor child on the following conditions:

1. Adoptive leave must be used at the time of the adoption on consecutive work days within one school year.
2. The Master Agreement between the Board of Education and the Association allows for the adoptive leave to be paid by using a maximum of twenty (20) personal sick bank days thus enhancing the benefits provided under FMLA. Therefore, no FMLA time will be charged or will run concurrently with the time of the adoptive leave itself.
3. The adoptive leave may be used in conjunction with such unpaid leaves as a family leave, maternity leave or voluntary leave as allowable under the provisions of FMLA.

C. Sabbatical Leave

The Board of Education of the School District of the City of Hazel Park shares with the professional staff its interest in and commitment to continuous improvement in teaching competence. Because of this mutual concern, the Board is extending to the staff the privilege of sabbatical leave.

Sabbatical leave of absence may be granted to members of the professional staff of Hazel Park Public Schools subject to the approval of the Board of Education upon the recommendation of the Superintendent of Schools when in their considered judgment the professional competence of the staff member and the general welfare of the public schools will be benefited.

The exact provisions of the sabbatical leave shall be those in existence in the 1983-84 master agreement (herein incorporated by reference) and shall remain on file in the principal's office in each building, as well as the administrative offices of the Assistant Superintendent.

D. Other Paid Leaves

1. Jury Duty: HPEA members serving on jury duty must submit the jury summons to the building principal or supervisor to verify service time. They will be charged a sick day for every school day that they miss. The sick days will be reimbursed in full when the HPEA member submits the jury duty paycheck, indicating service time, to the payroll department. The jury duty paycheck will determine the service time.

In the event that a person is dismissed from duty early in the day, the following will rule: Dismissal up to 12:00 p.m. will be considered a half-day. The teacher may return to work and be reimbursed the remaining half sick day, OR the teacher will not return and be docked for one-half sick day.

2. Religious holidays shall be approved in advance by the Superintendent and shall be treated as a deduction from sick leave.
3. Personal business days that are taken immediately preceding or immediately following a school holiday are subject to full salary deduction, except as such absence may be provided for under paragraph A(1) above. *(See attached form on following page)*

**SCHOOL DISTRICT OF THE CITY OF HAZEL PARK
TEACHER ABSENCE REQUEST**

Signature of Person Making Request

School/Building

Work Shift

Date or Dates of Absence

Reason for Absence (*Please Check*):

- ___1. Death in Family
- ___2. Serious Illness in Family
- ___3. Religious Holiday
- ___4. Other

<u>DO NOT WRITE IN THIS SPACE</u>	
<input type="checkbox"/> Authorized <input type="checkbox"/> Unauthorized _____ Date	If unauthorized, reasons: _____ _____ _____ Superintendent of Schools

Provisions of Article 17, Section A.

1. All teachers will be granted a total of twelve (12) days absence each year without loss of salary subject to the following:
 - a. The entire twelve (12) days (see Article 26 for State Mandated Extended School Year Program Teachers) allowance may be used for personal illness, serious illness in the family, quarantine, religious holidays or tragedy.
 - b. Not more than five (5) of the twelve (12) days (see Article 26 for State Mandated Extended School Year Program Teachers) may be used for death or family illness, except as specified above in A.1.a.
 - c. Not more than three (3) of the twelve (12) days may be used for personal business, such leave to be granted upon application submitted in writing by the teacher, before the absence in case of personal business and either before or after the absence in case of serious illness, death or tragedy.

Provisions of Article 17, Section D.

2. Religious holidays shall be approved in advance by the Superintendent and shall be treated as a deduction from sick leave.
3. Personal business days that are taken immediately preceding or immediately following a school holiday are subject to full salary deduction, except as such absence may be provided for under paragraph A.1 above.

Personal Business Requests should be in the Board of Education Office **at least three (3) days prior to the leave.**

This Portion Returned to Employee (**Fill in Your Name, School, and Dates**)

NAME _____ **SCHOOL/BUILDING** _____

The following action was taken on your request for personal business on (**DATES**) _____

Building Principal/Administrator _____

Authorized _____ If unauthorized, reasons: _____

Unauthorized _____

Date _____ Superintendent of Schools _____

ARTICLE 18
UNPAID LEAVES OF ABSENCE

- A. The Board agrees to grant, whenever possible, requests for voluntary non-paid leaves of absence as described in this Master Agreement to Association members who make such requests.
- B. Leave of Absence without Pay
1. At the discretion of the Board of Education and upon the written request of the teacher, it shall be the policy of the Board to grant leaves of absence without pay for health, maternity, family, study, voluntary purposes, research, travel, foreign teaching, military service and government volunteer programs or other professional and Association endeavors.
 2. Eligibility for any kind of leave of absence, except military service, maternity or *FMLA, is conditioned upon satisfactory record of at least two (2) years of continuous employment in the school system.
 3. A second leave, or an extension of any type of leave, may be granted by the Board only upon the recommendation of the Superintendent.
 4. Teachers shall be granted seniority accrual for up to one (1) full year of leave and a guarantee of their right to return to the position vacated. These provisions shall apply only and exclusively to one (1) year leaves of absence. In the event that any leave goes beyond a three (3) year period, a teacher shall be granted seniority accrual only for the first three (3) years unless otherwise mandated by law.
 5. At the expiration of any leave of absence, the employee shall be returned according to qualification and seniority, and insofar as possible be assigned to the same building and teaching position and level held prior to the leave.

Commitment to this return is directly contingent on due notice by March 1 of the year preceding intended return.
 6. The teacher shall notify the Superintendent of Schools in writing of intention to return no later than March 1 of the leave year. Failure to provide such notice shall be the equivalent of resignation.
 7. All leaves of absence, except *FMLA, shall be for a one (1) year period, unless otherwise stipulated. Leaves of absence, when granted, are with the understanding that the employee on leave shall not enter into a contract for professional employment during the period for which the leave is granted. Exception to this rule is made only upon special action of the Board of Education in individual cases and only under unusual circumstances. This position is based upon the premise that teachers on leave are under continuing contract and cannot be employed under another contract simultaneously.

*(*Also see Section 10, FMLA.)*

C. Types and Specific Conditions

1. Health Leave

Upon recommendation of the Superintendent and of a physician, a health leave shall be granted up to a maximum of one (1) year plus any unfinished year, at the end of which time the employee must either return to duty or resign unless a special extension is granted. When the employee's health permits their return to duty, they shall so notify the Superintendent in writing and submit a statement from their physician to be reviewed and approved by the school physician certifying their fitness to return to duty. The Superintendent shall give them an assignment no later than the beginning of the following year or sooner if a vacancy exists.

Leave of absence for a maximum of one (1) year plus any part of an unfinished year for illness in the immediate family may be granted upon written request of the teacher and the recommendation of the Superintendent.

*(*Also see Section 10, FMLA.)*

2. Maternity Leave*

- a. The Board shall grant a leave of absence for maternity reasons, without pay, to any member of the bargaining unit upon written request for such leave. Any commitment or action by the Board, however, shall be contingent upon their having been notified in writing of such pregnancy by the employee not later than the fifth month of pregnancy. Notice by the employee by the seventh month shall indicate the intended beginning date of the leave. The Board may require a monthly statement from the attending physician attesting to the employee's physical fitness and demonstrated capacity to perform the required duties.
- b. The maternity leave shall continue in effect at the teacher's option until the first or second September after the granting of the leave and such date shall be specified in the seventh month notice to the Board. It is also the responsibility of the teacher to notify the Board, in writing, of her intention to return at least two (2) months prior to the date of return. In the event of a termination of pregnancy other than a live birth before the leave begins, it shall be treated as any other illness; and the teacher will return to work as soon as the physician permits and so certifies to the Board. If the leave has already begun, the teacher will be returned to the first vacancy for which she is qualified after certification in writing by her physician as to her physical fitness to work.
- c. Pregnant teachers who do not wish to take a maternity leave of absence will follow the normal sick leave procedure, but upon request after the fifth month of pregnancy, will submit to the Board of Education a written monthly statement from the attending physician attesting to their physical fitness to teach.
- d. Sick leave procedure, following the birth of a child, is defined as when a teacher is medically determined as able to teach.

*(*Also see Section 10, FMLA.)*

3. Family Leave

The Board will allow a family leave of absence to employees desiring time off to raise a family. Approved family leaves shall be for no more than five (5) years. In addition, the employee shall be responsible for annual notice to the Board of Education indicating their

desire to remain on leave for the following year and the intended future date of their return to employment. Notice and return information shall be submitted no later than April 1 annually. Failure to comply with this notice will be deemed valid grounds for leave termination.

When ready to return to employment, employees will deliver proper notice to the Board. Upon receipt of such notice, the Board will place their names on the waiting list of employees desiring reemployment. When in sequential place of order their application becomes due to consideration for a position for which they are both qualified and certified, they will be rehired. Reentry to the salary schedule by employees on family leave shall be determined by a one (1) step deduction from their departure level for each year that they are on leave, but in no instance shall they lose more than one-half (1/2) of their previously earned steps. Family leave will be granted but once to any employee.

When family leave (five-year maximum) is combined with a maternity leave (two-year maximum), the combined leave period could extend to a total of seven (7) years.

4. Leave for Study, Travel or Research

Leave for study, travel or research shall be granted for a maximum of one (1) year, provided that no more than three percent (3%) of the teaching personnel may be granted such leave in any one school year. Requests for such leaves shall be considered upon the basis of seniority, and only one (1) such leave shall be granted to any one teacher until all other requests for such leave have been disposed of.

5. Military Leave

Military leave shall be granted to any employee requesting such leave in order to perform service in the Armed Forces of the United States. Upon return he/she shall be entitled to reassignment rights in the position he/she is vacating or one of like status and pay, provided:

- a. The position vacated is other than temporary.
- b. He/she is honorably discharged from the Armed Forces.
- c. He/she applies for reemployment within ninety (90) days after discharge or from hospitalization continuing after discharge for a period of one (1) year.
- d. He/she is still qualified to perform the duties of the position. All provisions shall be in accordance with state and federal laws governing military leaves of absence.

6. Leave for Foreign Exchange and Peace Corps

Leave for foreign exchange and Peace Corps teaching may be granted for a period not to exceed two (2) years for the purpose of participation in the Exchange Teaching and Peace Corps programs. Any teacher granted such a leave who is below the maximum on the salary schedule shall advance one step on the schedule upon return and such Foreign and Peace Corps service shall count the same as if the teacher had taught in the District. Requests for leaves other than those specified may be considered by the Board of Education upon the recommendation of the Superintendent.

7. Teachers who are officers of the Association or appointed to its staff will, upon proper application, be granted leaves of absence without pay for the purpose of performing duties for the Association. Teachers given leaves of absence without pay shall receive credit toward annual salary increment on the schedule appropriate to their rank. Initial leaves granted for these

purposes shall be for a period of up to two (2) years. Leave extension beyond the second year may be extended annually at the discretion of the Board when notified of such request no later than April 1 of the expiration school year.

8. Leaves to campaign for public office shall be for no less than the ensuing full semester nor no more than two (2) full semesters. If elected, the initial leave shall be for the length of the term of office for which elected. Leave beyond the first term of office may be extended annually at the discretion of the Board when notified of such request no later than April 1 of the expiration school year.

9. Voluntary Leaves of Absence

The voluntary leaves concept is designed to open up the existing leave of absence policy so that more experienced teachers might more seriously consider the merits of a voluntary leave.

Applicable condition of such a leave plan would include the following:

- a. Teachers who have attained ten (10) or more years experience with the District shall be eligible for a voluntary leave.
- b. Seniority shall accrue while teacher is on leave.
- c. Teacher will be guaranteed their right to return based on seniority at the expiration of the leave.
- d. Requests for voluntary leaves shall be approved at the discretion of the Superintendent of Schools annually on or before April 1 shall be limited to a total of three such approved leaves per teacher.
- e. The concept and conditions of the voluntary leave policy shall apply with priority at the time of layoffs.**
- f. Teachers granted voluntary leave shall receive neither salary nor other benefits during the time of the leave.

*** Reverse layoffs - more senior teachers shall be offered the opportunity to be laid off for a year with guaranteed rights to return according to seniority. Members on reverse layoff shall accrue seniority.*

10. Family Medical Leave Act

Employees requesting leaves of absence, pursuant to the District Family Medical Leave Act (FMLA) policy, who are found eligible, will be required to exhaust paid leave entitlements (identified by the FMLA) for which they may be otherwise eligible under the terms and conditions of the collective bargaining agreement during their FMLA leave time. The rights established by the District Family Medical Leave Act (FMLA) policy will not diminish any employee benefit programs or plans or paid leave provisions dictated by the terms of the collective bargaining agreement. Further, any rights afforded by the District Family Medical Leave Act (FMLA) policy will not be used to expand an employee's contractual rights and benefits, provided those rights and benefits meet or exceed the basic requirement of the Family Medical Leave Act (FMLA).

ARTICLE 19
MASTER SICK BANK

The funding of the Master Sick Bank shall be as follows:

- A. All teachers, excepting part-time teachers who receive one-half (1/2) the normal allowance of sick leave per year, shall have two (2) days transferred from their personal accumulated leave bank to the Master Sick Bank. If no accumulation exists, the two (2) days shall be transferred from their current allowance of twelve (12) sick days. Part-time teacher shall have one (1) day transferred to the Master Sick Bank in the same manner as full-time teachers.

From all teachers mentioned above, the transfer of days shall be done as of the first day of the next school year.

Teachers hired subsequent to February 1 of the school year shall have one (1) day transferred to the Master Sick Bank on the initial date of employment and an additional day in the following September.

- B. Pay back criteria is five (5) per year, per loan, if borrowed. Loans are limited to one loan in a calendar year.
- C. The Board agrees to implement transfer of days as required by the procedures of the HPEA Sick Bank Committee.
1. If the HPEA notifies the Board of Education that the number of days in the Master Sick Bank has fallen below one hundred (100) days and requests the Board of Education to deduct one (1) sick day from each member of the Association, the Board of Education shall do so and transfer the days to the Master Sick Bank.
 2. If an HPEA member has no remaining sick days to transfer, the HPEA may request the day be deducted from the member's sick bank on the first day of the subsequent school year. As an alternative to having a sick day deducted, an HPEA member may pay the equivalent of one day's pay for that member. Payment will be by check and payable to The School District of the City of Hazel Park. This payment must be paid within thirty (30) days of the transfer.
- D. Days will be paid back to the sick bank from the teacher's final paycheck when a teacher terminates his/her employment with the district.

ARTICLE 20
RETIREMENT/SEVERANCE

A. Resignation

In case a teacher who is on continuing tenure wishes to discontinue without giving the sixty (60) days' notice as required by the Tenure Act, then mutual consent shall be in writing.

B. Terminal Leave

Upon retirement or death, a teacher or their beneficiary shall be paid one-half (1/2) the number of unused cumulative sick days up to a maximum of sixty (60) days' pay. In addition, each block of five (5) days over the 120 days' level will be reimbursed at the rate of \$150 per block. Fractional blocks will be prorated accordingly. The term "retirement" shall be defined as the eligibility of a public school employee to retire under the provisions of the Michigan Public School Employees' Retirement Fund Law and with a minimum period of ten (10) years' employment experience in the Hazel Park School System. In instances of teacher retirement only, cumulative sick leave pay shall not in any case be less than One Thousand Two Hundred Fifty Dollars (\$1,250).* Benefit payments under the guarantee provision shall be subject to review and recommendation by the Joint Review Committee, which shall be made up of two (2) representatives each from the Association and the Board. Teachers have the option of delaying their sick bank payoff after they retire, until January 10 of the following year. Any additional costs for doing this shall be borne by the teacher.

1. The days defined shall be the number of days assigned for that school year.

- *Retirement guarantee benefits shall be reduced \$100 for each year less than ten (10) years' service in the Hazel Park School System.*

C. Days Owed Upon Retirement

In the event a member retires from the district with days(s) owed to the Hazel Park Education Association Master Sick Bank, the Association will notify the Board of Education. The number of days owed times the member's daily rate shall be deducted from any Terminal Leave Payment and under paragraph B of this Article.

D. 401(a) Defined Trust Plan

Payments for Terminal Leave payments under paragraph B of this Article shall be made to a 401(a) defined trust plan in the name of the HPEA member.

ARTICLE 21
PROTECTION OF TEACHERS

- A. The Board will continue to accept its responsibility to give support and assistance to teachers with respect to the maintenance of control and discipline in the school. Such support will be provided by the appropriate administrative personnel and, when necessary, will be provided directly by the Board. Problem students may be temporarily removed from a teacher's classroom by the teacher and the building principal. Whenever it appears that a particular pupil requires the attention of special counselors, visiting teachers, social workers, law enforcement personnel, physicians, or other professional persons, the Board will take all necessary steps to relieve the teacher of responsibilities with respect to such pupil.
- B. Pupils who, after consultation with appropriate qualified professional people, are determined to be incapable of adjusting to the regular classroom will be removed from such regular classroom.
- C. The Board acknowledges that some children require special attention. Therefore, the Board agrees to continue to seek methods of expanding appropriate programs to serve such children.
- D. Case of Alleged Assault and Battery
1. Any case of alleged assault upon a teacher which had its inception in a school-centered problem will be promptly reported to the Board or its designated representative. If the alleged assault was by a pupil, the assaulting pupil will be immediately suspended. The alleged assault will be promptly investigated by the principal or his/her designated representative, who, with the teacher and Superintendent, shall determine a suitable punishment for the assaulting pupil(s).
 2. If the assault is by a person who is not a pupil, the Board will promptly report the incident to the proper law enforcement authorities.
 3. In either case (pupil or non-pupil), the Board will render assistance to the teacher in connection with handling of the incident by law enforcement, legal, and medical authorities.
 4. Whenever a teacher is absent from school as a result of personal injury sustained or suffers damages or destruction of clothing or property by assault arising out of and in the course of their employment, they will be reimbursed for all such cost and will be paid their full salary (less the amount of any worker's compensation made to offset loss of salary due to said injury) for the period of such absence and no part of such absence will be charged to his/her annual or accumulated sick leave. The Board may, at its option, request a confirming statement from a medical doctor relative to the duration of such absence from the teaching assignment. As soon as such teacher is physically able to return to work, he/she shall be restored to his/her previous position or an equivalent position. Salary continuation shall extend, however, throughout the course of the related school year.
- E. Worker's Compensation
- Any teacher who is injured in the line of duty shall receive such compensation and expenses as prescribed by the Worker's Compensation Law of the state plus any other benefits from Social Security or public sources. Such compensation shall be supplemented with an amount sufficient to maintain his/her regular pay for a period not to exceed one hundred twenty (120) calendar days or the end of the current school year, whichever comes first, without deduction to his/her accumulated sick leave. It shall be the responsibility of the employee to give immediate notice of injury to his/her supervisor.

As soon as such teacher is physically able to return to work, he/she shall be restored to his/her previous position or an equivalent position.

- F. During the term of this Agreement the Board will provide liability insurance protection for teachers in the amount of one million dollars (\$1,000,000). Cases involving corporal punishment are, however, specifically excluded from this coverage.
- G. Any complaints directed toward a teacher shall be promptly called to the attention of the teacher.
- H. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property, but shall not be individually liable, except in the case of gross negligence or gross neglect of duty, for any damage or loss to person or property.

ARTICLE 22
SHARED TEACHING/RESERVE TEACHER

A. Fractional Assignment and Shared-Time Teachers

It is recognized that fractional time and/or shared assignments might lead to program variation and flexibility, reduced need for layoff as well as earlier recall of teachers.

1. Requests for consideration of fractional or shared assignments may be initiated by the Administration, currently employed or laid-off teachers. Teachers interested in shared or fractional assignments should initiate their requests in writing by June 30.
2. The Administration has full and final discretion as to whether to provide such assignments. Failure to grant or initiate such requests shall not be cause for grievance.
3. Scheduling such assignments may encompass partial days, weeks, or years (semester basis) or combination thereof.
4. Teachers in such assignments will accrue a full year's seniority and salary increment.
5. The following factors will be prorated according to the percentage of salary (high school, 5-period work day; junior high, 6-period work day; elementary, half-pay per day) received for the fractional assignments. Leave days (per existing Master Agreement guidelines on usage):

Planning time - to the degree possible

Deduction of sick days used

Fringe benefits (If a shared teaching assignment effectuates the recall of laid-off teacher to a shared teaching position or prevents the layoff of a teacher, then both shared teachers shall receive full fringes.)

Attendance at staff meetings

6. Attendance at staff meetings may be required if the meetings immediately precede or follow assigned duty time.
7. Teachers not attending are responsible for finding out the content of the meeting.
8. Should a shared-time teacher who is teaching less than a full-day each day be absent more than the number of days granted under (5) above, the deduction from that teacher's sick leave bank which was accumulated through previous work shall be prorated based upon the same proportion as that used for salary determination.
9. Semester pay schedule - Teachers teaching first semester only may have their salary paid the first semester of the school year. Salary would not begin for those teachers teaching the second semester until active employment begins, then second semester teachers will have their pay spread for the balance of the second semester.

10. Teachers who participate in the shared-time program shall retain all rights, benefits, and responsibilities of the Master Agreement except as modified by this Article.
11. In order for shared-time teaching assignments to occur, two (2) teachers will have to voluntarily participate, or one (1) teacher may teach part-time with permission of the Superintendent or his/her agent.
12. A shared-time teaching assignment shall in no way waive any rights to a full-time job, benefits or salary at a future time to be determined by the teacher. It is understood that a shared-time or part-time teacher wishing to return to full-time status shall be allowed to do so by the fall of any new school year according to seniority. Shared-time assignments shall be made for no more than one (1) year at a time. Any deviation shall have the approval of the Superintendent of Schools and be in accord with the other terms and conditions of the Master Agreement.
13. Shared teachers and other part-time teachers shall continue to pay full Association dues.

B. Shared teachers and other part-time teachers shall have the option of fringe benefits according to the following plan:

1. Plan B insurance coverage of MESSA PAK, fully Board paid (see insurance), and also including a cash payment at the fractional equivalent of his/her teaching contract (e.g., three-fifths [3/5] contract employee would be eligible for 3/5 T.S.A. or cash payment).

OR

2. Plan A of MESSA PAK (see insurance), prorated payment by the Board of Education at the fractional equivalent of his/her teaching contract (e.g., three-fifths [3/5] contract employee would be eligible for 3/5 payment of monthly premium by the Board of Education with the employee liable for remainder of the monthly premium).

ARTICLE 23
GRIEVANCE PROCEDURE

A. Definitions

1. A “grievance” is a claim based upon an event or condition which affects the welfare or conditions of employment of a teacher or group of teachers and/or arising from the language of this Agreement or an alleged breach thereof. Complaints and grievances arising out of the working agreement shall be process through the grievance procedure hereinafter set forth.
2. An “aggrieved person” is the person or persons making the complaint either individually or through the Association.
3. A “party in interest” is the person or persons making the claim and/or any person who might be required to take action or against whom action might be taken in order to resolve the grievance.
4. The term “days” when used in this section shall, except when otherwise indicated, mean working school days.
5. The Association Grievance Committee shall hereinafter be referred to as the Professional Rights and Responsibilities Committee.

B. General Principles

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances which may from time to time arise. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. It shall be the firm policy of the Board to assure every teacher an opportunity to have the unobstructed use of this grievance procedure without fear of reprisal or without prejudice in any manner to his/her professional status.
3. Any aggrieved person may be represented at all meetings and all hearings at all levels of the grievance procedure by another teacher or by another person provided, however, that the aggrieved person may in no event be represented by an officer, agent, or other representative of any teacher organization other than the Hazel Park Education Association and that the Association shall have the right to be present and to state its view at all levels of the grievance procedure after the first level.
4. Nothing contained herein will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement.
5. The failure of an aggrieved person to proceed in the next step within the time limits set forth shall be deemed to be an acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the particular grievance; provided, however, that in

the event new facts are obtained which were not previously known to him/her, but which, if they had been known, may have influenced the disposition of the grievance, the presentation of such information to the parties in interest shall constitute grounds to reopen the grievance procedure at that level at which it had been terminated. Provided further, that in the event a decision has been rendered in a grievance and such decision has not been implemented or has been violated, the presentation of such evidence to the parties in interest shall constitute grounds to reopen the grievance at that level at which it had been terminated.

6. If, in the judgment of the Professional Rights and Responsibilities Committee of the Association, a grievance affects a group or class of teachers, the Committee may process such a grievance in writing to the Superintendent directly; and the processing of such a grievance shall be commenced at level four.
7. The failure of an administrator at any step to communicate his/her decision to the teacher within the specified time limits shall permit the teacher and/or the Professional Rights and Responsibilities Committee to proceed to the next step.
8. It shall be the general practice of all parties in interest to process grievance procedures during such times as to not interfere with regular assigned duties. Provided, however, in the event it is mutually agreed by the aggrieved person, the Association and the Board to hold proceedings during the regular working hours, any teacher engaged during the school day in negotiating in his own behalf, or in the behalf of the Association, with any representative of the Board, or participating in any level of grievance procedure, including mediation, shall be released from regular duties without loss of salary.
9. It is important that grievances be processed as rapidly as possible. The number of days at each level should be considered as maximum, and every effort should be made to expedite the process. Provided, however, in the event a grievance is filed on or after June 1 which, if left unresolved until the beginning of the following school year could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is possible.
10. Forms for filing grievances, serving notices, making appeals, making reports and recommendations, and other necessary documents that have been approved by the Board and the Professional Rights and Responsibilities Committee shall be printed and given appropriate distribution by the Board so as to facilitate operation of the grievance procedure. Instruction and sample forms shall be included in the teachers' handbooks.
11. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
12. The following matters shall not be the basis of any grievance filed under the procedure outlined in this article:
 - a. Any claim or complaint covered by the Teacher Tenure Act (Act 4, Public Act, Extra Session, 1937, Michigan amended).
 - b. Any claim or complaint based upon an action taken by the Board and/or their representative which was required of them by law.

13. Response time conditions at any procedural level may be extended by mutual agreement.
14. When any member is notified to meet with a principal because disciplinary action may take place, the building representative shall be contacted. The building representative shall notify the Association president immediately. A time out will be called until all parties can assemble. In those buildings where the Association president has a great deal of faith in the building representative, the Association president may allow the building representative to handle the initial phase. The Association president may choose to get involved at this level immediately. If so, the meeting shall be postponed until the Association president can be present. The Association president can make the determination as to whether to involve the grievance chair or the vice president. The Association president may also determine whether to involve the Uniserv director at this point. In matters of criminal allegations, the Uniserv director shall be contacted immediately. In a situation that is not an emergency, the teacher will be able to request a person that she/he wishes to see as the representative for her/him. At that time a mutually agreed upon meeting date will be set.

C. Procedure

1. Level One

A teacher with a grievance will first discuss it with his/her principal or immediate superior, either directly or through the Association's School Representative, with the objective of resolving the matter informally. A teacher having such a complaint is expected to bring the matter to the attention of his/her immediate supervisor and request an information meeting to discuss the problems no later than ten (10) days after the event or occurrence, which is when the basis of the complaint becomes known to him/her.

2. Level Two

In the event the complaint is not satisfactorily resolved, the aggrieved person may invoke the grievance procedure by giving notice to his/her immediate supervisor or principal, the Superintendent and the Association in writing, on approved grievance forms. It is expected that such notice will be filed not later than six (6) days after the informal discussion required under level one. Within six (6) days of receipt of the written grievance, the aggrieved person's immediate supervisor or principal shall state his/her decision relative to the grievance in writing, together with the supporting reasons thereof, and furnish one (1) copy to the aggrieved person and two (2) copies to the chairperson of the Professional Rights and Responsibilities Committee.

3. Level Three

If the aggrieved person desires to appeal the decision of the immediate supervisor or principal, he/she shall file the grievance with the Professional Rights and Responsibilities Committee of the Association within six (6) days after receipt of such decision. An Ad Hoc Committee, as designated by the Professional Rights and Responsibilities Committee, shall within six (6) days make a judgment on the merits of the grievance. If the Ad Hoc Committee decides the grievance lacks merit, it shall give written notification to the aggrieved person. As far as the Association is concerned, this matter is terminated; and the Association shall furnish such notice of its decision to the aggrieved person's principal or immediate supervisor.

If the Ad Hoc Committee decides the grievance has merit, it shall promptly refer such grievance to the Superintendent of Schools.

4. Level Four

The Superintendent or his/her designee will represent the Administration at this level of the grievance procedure. Within six (6) school days after receipt of the written grievance by the Superintendent, the Superintendent and/or his/her designee will meet with the aggrieved person and the Ad Hoc committee in an effort to resolve it. Within six (6) days after the meeting the Superintendent of Schools and/or his/her designee will issue in writing his answer to the aggrieved person and the Association. Witnesses may be presented at this level.

5. Level Five

If the aggrieved person is not satisfied with the disposition of his/her grievance at level four, he/she may file the grievance in writing with the chairperson of the Professional Rights and Responsibilities Committee within six (6) school days after a decision by the Superintendent. Within six (6) school days after receiving the written grievance, the chairperson of the Professional Rights and Responsibilities Committee will refer it to the Board. Within ten (10) school days after receiving the written grievance, a committee of the Board will meet with the aggrieved person for the purpose of resolving the grievance. The ultimate decision on the grievance at level five will, however, be rendered by the full Board at the next meeting.

6. Level Six

If the decision of the Board of Education is not satisfactory to the Association, the grievance may be submitted to arbitration before an impartial arbitrator selected by the parties. If the parties cannot agree as to the arbitrator within ten (10) days he/she shall be selected by the American Arbitration Association in accordance with its rules, which shall likewise govern the arbitration hearing. The arbitrator shall have no power to alter, add to, or subtract from the terms of this 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.

7. If any teacher for whom a grievance is sustained shall be found to have been unjustly discharged, he/she shall be reinstated with full reimbursement of all professional compensation lost.
8. The costs of any arbitration under this article shall be shared equally by the Board of Education and the Association.
9. There shall be one (1) teachers' representative for each school building, selected by the Association (or an alternative if the building representative is absent) who shall be designated the official representative of the Association for the teachers in that building. An updated listing shall be submitted periodically to the Superintendent of Schools.
10. If an individual teacher uses the grievance procedure, including binding arbitration, without the assistance of the Association, he/she shall share the cost of binding arbitration with the Board.

D. Suspension of Timelines

The Association and Administration agree to an automatic suspension of all grievance timelines each year, from the end of the school year in June to the beginning of the next school year, unless agreed upon by both parties.

ARTICLE 24
NEGOTIATIONS PROCEDURE

- A. This Agreement incorporates the understanding of the parties on all issues which were the subject of negotiation. During the term of this Agreement neither party will be required to negotiate with respect to any matter covered by this Agreement.

It is agreed that matters that were not the subject of negotiation or covered by this Agreement, but under the terms of Public Act 379 and of concern to both parties, shall be subject to professional negotiation between them (on occasion) during the period of this Agreement upon the written request by either party to the other. It is further agreed, however, that by mutual written agreement any subject in this contract may be subject to negotiation.

- B. Not later than May 1 of the calendar year in which this Agreement expires, the Board agrees to negotiate with the Association over a successor Agreement in accordance with the procedure set forth herein in a good faith effort to reach agreement concerning teachers' salaries and all other conditions of their employment. Such negotiations will include, but not be limited to, the subjects covered by this Agreement and any other matters within the jurisdiction of Public Act 379. Any agreement so negotiated will apply to all teachers in the bargaining unit and will be reduced to writing and signed by the Board and the Association.
- C. During negotiations the Board and the Association will present relevant data, exchange points of view and make proposals and counter proposals. As of the time such information is made available to the Board, the Board will make available to the Association materials relating to budgetary proposals and all pertinent records of the Hazel Park School system at the written request of the Association. Such requests shall specify the records desired. Official records will be made available at the offices of the Board and will not be removed from the Board's offices. Either party may, if it so desires, utilize the services of consultants to assist in the negotiations.
- D. If the negotiations described in this Section A have reached an impasse, the procedure described in Act 379 of the Michigan Public Acts of 1965 will be followed.
- E. The Association recognizes that strikes (as defined by Section 1 of Public Act 336 of 1947, as amended by Public Act 379, State of Michigan) by teachers are contrary to law and public policy. The Board and the Association subscribe to the principle, to the degree possible, that differences shall be resolved by appropriate and peaceful means.
- F. In any negotiations between the Hazel Park Education Association and the Hazel Park Board of Education, neither party shall have any control over selection of the negotiating representatives of the other party, and each may select its representatives from within or outside the school district. It is understood that no final agreement between the parties may be executed without ratification by a majority vote of the Board of Education and by a majority vote of the membership of the Association; but the parties mutually pledge that representatives selected by each shall be clothed with all the necessary powers and authority to make proposals, consider proposals, and make concessions in the course of negotiations, subject only to such ultimate ratification.
- G. If the parties fail to reach an agreement in any such negotiations either party may involve the mediation machinery of the State Labor Mediation Board or take other lawful measure it may deem appropriate.

SUPER CARE I OPTION

HPEA members wishing to continue MESSA Super Care 1 PAK may continue this coverage as long as MESSA permits provided the employee pays the difference in cost between the MESSA Super Care 1 PAK rate and the MESSA Choices II PAK rate. The MESSA Super Care 1 PAK benefit levels will be the same as the MESSA Choices II PAK benefit levels stated in Plan B above with the exception of \$100 individual/\$200 family deductible. The Board of Education shall make an IRS Section 125 plan available for employees to pay health insurance premiums.

- C. If a teacher already has coverage equal to or better than MESSA Choices II PPO PAK Plan A coverage from any other source, he/she shall only be entitled to MESSA PAK Plan B coverage.
- D. Employees not needing health coverage and choosing the Plan B coverage as outlined on page 45 will receive \$2,000. This will be considered in lieu of health care.
- E. HPEA members receiving health insurance subsidized by or paid fully by the Board of Education through a spouse who is a member of HPEA shall only be eligible for Plan B. HPEA members receiving Plan B benefits pursuant to this paragraph shall not be entitled to the cash in lieu of health care payment, unless the HPEA member had received the cash in lieu of health care in 2003/2004.
- F. The Board shall make payment of insurance premiums for all persons who complete their contractual obligation to assure insurance coverage for a full 12-month period even though the teacher may not be returning the next school year. The School Board will be responsible for providing insurance information in the form of applications and enrollment meetings.

The Board agrees to permit teachers on a leave of absence to continue on a cash-paying basis for the maximum number of months allowed by MESSA after the Board's obligation terminates.

- G. If the coverage currently provided by the MESSA PAK described in Article 25, Paragraph B, changes over the duration of this contract, the Board will provide coverage equal to that of the MESSA PAK described in Article 25, Paragraph B, through the MESSA PAK, a self-funded insurance plan, or a plan mutually agreeable to both the Board and the Association.

ARTICLE 26
STATE MANDATED EXTENDED YEAR PROGRAMS

- A. The calendar for these extended school year programs will be subject to the provisions of P.A. 451 of 1976 and the Revised Administrative Rules for Special Education of July 1, 1987, and all amendments and adjustments as passed by the legislative and/or State Board of Education as collectively bargained between the parties (see attached).
- B. Teachers working this Special Education extended-year program shall receive salary adjustment including increments and schedule improvements on the first day of work of the next school year.
- C. Teachers in the extended-year program shall earn a total of 13 sick days per contractual year.
- D. Compensation for the extended days shall be the daily rate of pay times the actual number of additional days scheduled.
- E. Teachers working in the extended-year program shall have their pay equally distributed over the extended school year.
- F. The teachers affected by this article (Extended Year Programs) may choose to shorten their extended working year by up to 10 unpaid days per school year provided that:
 - 1. The days they choose not to work occur on days that the rest of the district is not in session.
 - 2. Not more than one teacher may be absent from the program at a time.
 - 3. A special education certified substitute teacher is available.

The teachers may agree among themselves as to a schedule which complies with the parameters set forth above. If the teachers are unable to reach a mutual agreement, they will choose blocks of time off, from one to 10 days each, in rotation by district seniority. A teacher may choose additional blocks of time after all the other teachers have had reasonable opportunity to select a block. The teachers understand that the business office may not be able to adjust their pay in such a manner as to produce equal sized pay checks throughout the year.

ARTICLE 27
DURATION OF CONTRACT

This Agreement entered into by and between the Board of Education of the City of Hazel Park, Michigan and the Hazel Park Education Association shall be effective as of September 1, 2007, and shall continue in full force and effect until August 31, 2009. On or before May 1, 2009, either side may give notice to the other of its desire to terminate, amend or modify this Agreement.

Upon receipt of notice by either side, arrangement shall promptly be made for negotiations to commence. In the event that neither side gives notice to the other of its intention to terminate, amend, or modify this Agreement by May 1, 2009, then the Agreement shall automatically be extended on the same terms and conditions for another year.

This Agreement shall supersede any rules, regulations, practices, or policies of the Board which shall be contrary or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms in any individual teachers contracts heretofore in effect. All future individual teachers' contracts shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

Copies of this Agreement shall be printed at Board expense and distributed to teachers now employed or hereafter employed by the District. Distribution shall be no later than thirty (30) days after contract ratification.

If any provisions 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 application shall continue in full force and effect.

IN WITNESS WHEREOF the said parties have caused to be executed by their duly authorized officer as of the day and year first above written. Any notices required hereunder shall be sufficient if mailed:

TO THE BOARD:

c/o Superintendent of Schools
Hazel Park School District
23136 Hughes
Hazel Park, MI 48030

TO THE ASSOCIATION:

c/o Then Elected President
of the Hazel Park Education
Association at his/her residence

IN WITNESS WHEREOF the parties have hereto set their hands and seals this day and year first above written:

Executed at Hazel Park,
State of Michigan,

County of Oakland
Date _____

School District of the City of Hazel Park

Hazel Park Education Association

Clint Adkins, President

Gayle Guardado, President

Michael Dixon, Negotiator

Katherine Kubeck, Negotiator

James D. Meisinger, Negotiator

Karen King, Negotiator

Donald Badaczewski, Negotiator

Debra Ballard, Negotiator

Judy Berger, Negotiator

Calvin Mott, Uniserv Director MEA

Michael Barlow, Negotiator

Douglas Esler, Negotiator

Kenneth Mayo, Negotiator

School District of the City of Hazel Park
Schedule A
Salary Schedule
2007/2008

<u>Degree</u>	<u>B.A.</u>	<u>B.A.+18</u>	<u>M.A.</u>	<u>M.A.+15</u>	<u>M.A.+30</u>	<u>M.A.+45</u>	<u>DR.</u>	<u>Non</u>
Base	33,520	35,202	36,876	38,222	39,555	40,900	42,239	31,845
0.5	35,109	36,945	38,845	40,186	41,525	42,865	44,206	33,280
1.0	36,695	38,685	40,806	42,145	43,486	44,832	46,164	34,705
1.5	38,279	40,434	42,770	44,108	45,451	46,794	48,131	36,137
2.0	39,867	42,175	44,736	46,074	47,416	48,760	50,097	37,560
2.5	41,453	43,919	46,701	48,039	49,380	50,725	52,061	38,991
3.0	43,040	45,657	48,664	50,005	51,351	52,688	54,027	40,411
3.5	44,627	47,412	50,631	51,970	53,314	54,651	55,994	41,845
4.0	46,211	49,146	52,597	53,935	55,279	56,616	57,957	43,271
4.5	47,793	50,894	54,559	55,900	57,242	58,581	59,923	44,701
5.0	49,380	52,633	56,525	57,867	59,204	60,547	61,886	46,130
5.5	50,968	54,380	58,490	59,831	61,171	62,512	63,852	47,560
6.0	52,555	56,121	60,453	61,788	63,134	64,480	65,823	48,983
6.5	54,139	57,867	62,417	63,757	65,100	66,441	67,786	50,412
7.0	55,724	59,606	64,384	65,732	67,065	68,408	69,748	51,843
7.5	57,306	61,345	66,348	67,687	69,028	70,371	71,708	53,267
8.0	58,899	63,092	68,312	69,657	70,995	72,338	73,675	54,697
8.5	60,482	64,841	70,281	71,621	72,962	74,305	75,642	56,130
9.0	62,069	66,580	72,246	73,584	74,925	76,266	77,607	57,550
9.5	62,717	67,318	73,115	74,436	75,756	77,074	78,397	58,109
10.0	64,279	69,029	75,053	76,368	77,695	79,011	80,333	59,512

School District of the City of Hazel Park
Schedule A
Salary Schedule
2008/2009

	<u>B.A.</u>	<u>B.A.+18</u>	<u>M.A.</u>	<u>M.A.+15</u>	<u>M.A.+30</u>	<u>M.A.+45</u>	<u>DR.</u>	<u>Non Degree</u>
Base	33,855	35,554	37,245	38,605	39,950	41,309	42,662	32,164
0.5	35,460	37,314	39,233	40,588	41,940	43,294	44,648	33,612
1.0	37,062	39,072	41,214	42,567	43,920	45,280	46,626	35,052
1.5	38,662	40,839	43,198	44,549	45,906	47,262	48,612	36,498
2.0	40,265	42,596	45,183	46,535	47,891	49,247	50,598	37,935
2.5	41,868	44,358	47,168	48,519	49,874	51,232	52,582	39,381
3.0	43,471	46,114	49,150	50,505	51,865	53,215	54,567	40,815
3.5	45,073	47,887	51,138	52,489	53,847	55,198	56,554	42,264
4.0	46,673	49,637	53,123	54,474	55,832	57,182	58,536	43,704
4.5	48,271	51,403	55,105	56,459	57,814	59,167	60,523	45,148
5.0	49,874	53,159	57,090	58,446	59,796	61,153	62,505	46,591
5.5	51,477	54,924	59,075	60,430	61,782	63,137	64,491	48,035
6.0	53,081	56,682	61,057	62,406	63,765	65,125	66,481	49,473
6.5	54,680	58,446	63,041	64,395	65,751	67,105	68,464	50,916
7.0	56,281	60,202	65,028	66,389	67,736	69,092	70,445	52,362
7.5	57,879	61,959	67,011	68,364	69,719	71,074	72,425	53,800
8.0	59,488	63,723	68,995	70,353	71,705	73,062	74,412	55,244
8.5	61,087	65,489	70,984	72,337	73,692	75,048	76,398	56,691
9.0	62,689	67,246	72,969	74,319	75,674	77,029	78,383	58,125
9.5	63,344	67,991	73,846	75,180	76,514	77,845	79,181	58,690
10.0	64,922	69,720	75,804	77,132	78,472	79,801	81,137	60,107

SCHEDULE B
SUPPLEMENTAL PAY

Commencing June 1, 2006, and thereafter sixty (60) days before the start of all future seasons, any HPEA member interested in a Schedule B coaching position currently held by a non-HPEA member, must notify the Athletic Director and Association President in writing of their interest in the specific coaching position. Once notification is received by the Athletic Director, the position will be posted immediately (seven calendar days). All potential candidates will then be interviewed and the person who is most qualified will be awarded the position.

If an HPEA member retires, and that member has held a coaching position within the district, that position must be posted immediately (seven school calendar days). In the event that the qualifications of coaching candidates are deemed equal between an HPEA member and non-member, the position will be awarded to the HPEA member.

Coaching Salary Schedule

(Percentages to be based on teaching experience step of the B.A. Schedule)

<u>Senior High Coaches</u>	<u>Percent</u>
Director	12.00
 <u>Boys' Program:</u>	
Head Football Coach	11.00
Head Basketball Coach	11.00
Head Wrestling Coach	11.00
Head Soccer Coach	9.00
Assistant Soccer Coach	7.00
Head Baseball Coach	9.00
Head Track Coach	9.00
Head Swimming Coach	10.00
Assistant Swimming Coach	8.00
Assistant Varsity Football Coaches	9.00
Assistant Soccer Coach	7.00
Reserve Football Coaches	9.00
Reserve Basketball Coaches	9.00
Head Cross Country Coach	9.00
Head Tennis Coach	9.00
Reserve Baseball Coach	7.00
Assistant Wrestling Coach	9.00
Assistant Track Coach	7.00
Assistant Cross Country Coach	7.00
Golf Coach	9.00
 <u>Girls' Program:</u>	
Head Basketball Coach	11.00
Head Tennis Coach	9.00
Head Volleyball Coach	10.00
Head Soccer Coach	9.00
Assistant Soccer Coach	7.00
Head Softball Coach	9.00
Head Swimming Coach	10.00

Coaching Salary Schedule

Senior High Coaches

Girls' Program: (continued)

Percent

Assistant Swimming Coach	8.00
Head Track Coach	9.00
Head Gymnastics Coach	9.00
Head Soccer Coach	9.00
Cheerleading Varsity Fall	6.75
Cheerleading Varsity Winter	9.00
Cheerleading Junior Varsity Fall	5.75
Cheerleading Junior Varsity Winter	7.00
Cheerleading Freshman Fall	4.75
Cheerleading Freshman Winter	6.00
Assistant Soccer Coach	7.00
Reserve Basketball Coach	9.00
Reserve Volleyball Coach	8.00
Reserve Softball Coach	7.00

Junior High Coaches**

Director	8.00
----------	------

Boys' Program:

Freshman Basketball Coach	7.00
Freshman Track Coach	7.00
Freshman Football Coaches	7.00**
Freshman Baseball Coaches	7.00
Freshman Wrestling Coach	7.00
Freshman Swimming Coach	7.00
Freshman Cross Country Coach (Boys/Girls)	7.00
Football Coaches	6.00
Basketball Coaches	6.00
Swimming Coaches	6.00
Wrestling Coaches	6.00
Track Coaches	6.00
Baseball Coaches	6.00
Tennis Coaches	6.00

Girls' Program:

Freshman Coaches	7.00
Volleyball Coaches	6.00
Basketball Coaches	6.00
Softball Coaches	6.00
Track Coaches	6.00

** If a junior high school coach is assigned the responsibility of being head coach, an additional one percent (1%) will be paid.

In addition to the above schedule, football coaches who are requested to return one week early for football practice receive \$75.00 additional.

Athletic coaches shall be paid promptly at the completion of their duties and obligations. Such payment shall be by the second Friday after completion of all performance obligations.

	<u>Percent</u>
Debate Coach	6.50
Drama Coach	6.50
Student Council Advisor - High School (2)	3.50
Student Council Advisor - Junior High (1)	2.50
Senior Band Director	8.00
Junior Band Director	5.00
Senior Vocal Director	6.00
Junior Vocal Director	3.50
 <u>Senior High Girls' Athletic Program</u>	
Intramural Sports	2.00 - each sport
Vikettes	
Fall	4.00
Winter	4.00
Spring	2.00
 <u>Junior High Girls' Athletic Program</u>	
Intramural Sports	
Gymnastics	\$150.00
Swimming	150.00
Cheerleaders	600.00 - per season
Other activities	150.00

Cooperative Training Coordinator

Add one (1) step to salary schedule plus extra compensation for summer employment, if employed.

Elementary Safety Patrol and Service Squad Sponsors

Two percent (2%) of salary step on the schedule.

Curriculum Advisory Council

Teacher representatives to the Curriculum Advisory Council shall be paid \$1,000.00.

Bilingual Coordinator 12.00%

Use of personal automobile

Thirty cents (\$.30) per mile or district established rate (whichever is greater) shall be reimbursed for authorized driving.

School District of the City of Hazel Park

School Calendar

Schedule C

2007 - 2008

Tuesday	September 4	Teachers begin
Wednesday	September 5	Registration Classes- half day
Wednesday	November 21	1/2 day (P/T conference comp time) Thanksgiving Recess/ No Students PDD
Monday	November 26	Classes resume
Friday	December 21	Schools close at end of day: Holiday Recess
Monday	January 7	Classes resume
Monday	January 21	PDD
Monday	January 28	1/2 day High School students a.m. Teacher work day p.m.
Friday	February 15	Schools close at end of day: Winter Recess
Monday	February 25	PDD
Tuesday	February 26	Classes resume
Thursday	March 20	1/2 day (P/T conference comp time) Holiday Recess/ No students/ PDD
Friday	March 21	No school
Sunday	March 23	Easter
Monday	March 24	PDD
Tuesday	March 25	Classes resume
Friday	April 11	Schools close at end of day: Spring Recess
Monday	April 21	PDD
Tuesday	April 22	Classes Resume
Monday	May 26	Memorial Day - no school
Tuesday	May 27	PDD
Wednesday	May 28	Classes Resume
Wednesday	June 11	Last Day for Students
Thursday	June 12	Teachers only (Records Day)
Friday	June 13	Last Day for Teachers

School District of the City of Hazel Park
 School Calendar
 Schedule C
 2008 - 2009

Tuesday	September 2	Teachers begin
Wednesday	September 3	Registration Classes- half day
Tuesday	November 4	PDD - Election Day
Wednesday	November 26	NO STUDENTS -PDD 1/2 day (P/T conference comp time) Thanksgiving Recess
Monday	December 1	Classes resume
Friday	December 19	Schools close at end of day: Holiday Recess
Monday	January 5	Classes resume
Monday	January 19	PDD
Friday	February 13	Schools close at end of day: Winter Recess
Monday	February 23	PDD
Tuesday	February 24	Classes resume
Friday	April 3	NO STUDENTS - PDD 1/2 day (P/T conference comp time) Spring Recess
Monday	April 13	NO School
Tuesday	April 14	PDD
Wednesday	April 15	Classes Resume
Monday	May 25	Memorial Day - NO school
Tuesday	May 26	PDD
Wednesday	May 27	Classes Resume
Wednesday	June 10	Last Day for Students
Thursday	June 11	Teachers only (Record Day)
Friday	June 12	Last Day for Teachers

School District of the City of Hazel Park Cooperative Conference Evaluation Form

Teacher's Name _____ Date _____

_____ Non Tenure _____ Tenure _____ Grade _____ Building

Subject Matter/Class _____

Evaluator's Name _____

Note: Any item checked "Needs to Improve" must have an explanatory comment. A blank means "not applicable" at this time.

I. Personal Qualities

Satisfactory Needs to Improve

- | | | |
|--|--------------------------|--------------------------|
| A. Shows care in personal appearance | <input type="checkbox"/> | <input type="checkbox"/> |
| B. Appears top be in good general health | <input type="checkbox"/> | <input type="checkbox"/> |
| C. Attendance | <input type="checkbox"/> | <input type="checkbox"/> |
| D. Punctuality | <input type="checkbox"/> | <input type="checkbox"/> |
| E. Shows initiative | <input type="checkbox"/> | <input type="checkbox"/> |
| F. Shows interest in teaching | <input type="checkbox"/> | <input type="checkbox"/> |
| G. Exhibits poise and self-confidence | <input type="checkbox"/> | <input type="checkbox"/> |
| H. Is receptive to suggestions | <input type="checkbox"/> | <input type="checkbox"/> |

Comments, Specific Strengths or Suggestions for Improvement: _____

II. Performance with the Classroom

Satisfactory Needs to Improve

- | | | |
|--|--------------------------|--------------------------|
| A. Relationship with Students: | | |
| 1. Is fair and impartial | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Contributions and efforts of individual students are given recognition | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Provides for individual differences | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Provides an atmosphere which is conducive to learning | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Provides an atmosphere in which students are unafraid to ask questions openly | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. Respects the dignity of students | <input type="checkbox"/> | <input type="checkbox"/> |
| 7. Shows sensitivity to pupils' needs | <input type="checkbox"/> | <input type="checkbox"/> |
| 8. Devises relationships to increase pupils' sense of belonging. | <input type="checkbox"/> | <input type="checkbox"/> |

Comments, Specific Strengths or Suggestions for Improvement: _____

White - Superintendent's Copy
Yellow - Principal's Copy
Pink - Teacher's Copy
Goldenrod - Work Copy

II. Performance with the Classroom (continued)

Satisfactory

Needs to Improve

B. Classroom Management:

- | | | |
|---|--------------------------|--------------------------|
| 1. Demonstrates basic student control and/or discipline | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Demonstrates care to see that furnishings and equipment are kept in good condition | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Demonstrates ability to organize and effectively direct student activities. | <input type="checkbox"/> | <input type="checkbox"/> |

Comments, Specific Strengths or Suggestions for Improvement: _____

C. Instructional Skills:

Satisfactory

Needs to Improve

- | | | |
|---|--------------------------|--------------------------|
| 1. Demonstrates knowledge of subject matter | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Attempts to analyze learning problems | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Demonstrates use of a variety of material and techniques and adjusts them to the needs of his/her particular group of students | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Demonstrates evidence of consistent planning and provides adequate lesson plans | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Evidences knowledge of up-to-date content or techniques (not limited to formal class work) | <input type="checkbox"/> | <input type="checkbox"/> |

Comments, Specific Strengths or Suggestions for Improvement: _____

<u>Dates of Formal Observations of II. A., B., and C.:</u> _____ _____

III. Performance outside the Classroom

Satisfactory

Needs to Improve

- | | | |
|--|--------------------------|--------------------------|
| A. Communicates with parents regarding students' progress | <input type="checkbox"/> | <input type="checkbox"/> |
| B. Works cooperatively with staff | <input type="checkbox"/> | <input type="checkbox"/> |
| C. Shows concern for total school program | <input type="checkbox"/> | <input type="checkbox"/> |
| D. Record Keeping: | | |
| 1. Is punctual | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Is accurate | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Is legible | <input type="checkbox"/> | <input type="checkbox"/> |
| E. Understands policies (Attached Policy Discussion Checklist) | | |

Comments, Specific Strengths or Suggestions for Improvement: _____

White - Superintendent's Copy
 Yellow - Principal's Copy
 Pink - Teacher's Copy
 Goldenrod - Work Copy

Policy and Procedure Discussion Checklist

This checklist is a guide to areas of policy and procedure about which a teacher should be informed. A check indicates that the teacher has been given information and has had an opportunity to discuss any areas of uncertainty requiring further clarification.

<u>Areas of Policy and Procedure:</u>	Not Applicable	Yes	No
A. Discipline	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B. Teacher Liability	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C. Monies	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D. School Hours for Students	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E. School Hours for Teachers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
F. Hall Responsibilities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
G. Homework	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
H. Use of Facilities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
I. Lunch Procedures for Students	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
J. Requisition Procedures	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
K. Use of AV Equipment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
L. Conference Attendance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
M. Playground Rules	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
N. Attendance at Meetings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
O. Committee Membership	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
P. Field Trips	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Q. Class Parties	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
R. Students leaving school grounds	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
S. Absence Procedures for Teachers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
T. Absence Procedures for Students	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
U. Referral Procedures for Helping Students	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
V. Use of Paid and Volunteer Aids	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
W. Parent Conferences and Home Visits	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
X. Safety	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other items specific to this building:			
Y. _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Z. _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

IV. (Optional for Tenure Teachers)

Write a professional growth activity on which you and your Principal would like to work cooperatively during the next school year that you feel would improve your educational program for students.

White - Superintendent's Copy
 Yellow - Principal's Copy
 Pink - Teacher's Copy
 Goldenrod - Work Copy

V. Additional Comments:

Signature of Teacher: _____ Date: _____

Signature of Principal: _____ Date: _____

Signing this form signifies that each person participated in this evaluation/joint conference and that each is retaining a copy.

Status for probationary teacher which will be recommended to the Superintendent for review and consideration.		
<u>FIRST YEAR</u>	<u>SECOND YEAR</u>	<u>THIRD YEAR</u>
Report #1 _____	Report #1 _____	Report #1 _____
Report #2 _____	Report #2 _____	Report #2 _____
Report #3 _____	Report #3 _____	Report #3 _____
Report #4 _____	Report #4 _____	Report #4 _____
CP = Continued Probation RT = Recommend Termination TEN = Tenure		

Evaluation Form approved by Administrative Council and Superintendent, May, 1976.

White - Superintendent's Copy
 Yellow - Principal's Copy
 Pink - Teacher's Copy
 Goldenrod - Work Copy

**PROBATIONARY TEACHER
INDIVIDUALIZED DEVELOPMENT PLAN**

TEACHER _____
 BLDG _____ DATE REVIEWED _____
 SCHOOL YEAR _____
 POSITION _____
 PRINCIPAL _____
 DATE ESTABLISHED _____
 PROBATIONARY YEAR

1	2	3	4
---	---	---	---

 (circle one)

Plan Year	SUBJECT MATTER CONTENT	Novice	Showing Progress	Proficient
	Exhibits sound background and understanding of subject matter for the position.			
	Keeps abreast of current theory and practice in field.			
	Is able to respond satisfactorily to questions posed by students, either providing the information or a source for the information.			
	Stimulates interest in subject area.			
	Utilizes available support personsnel, materials, resources and equipment.			
	Provides consistently relevant subject content.			
	Encourages and respects students' input.			
	Uses varied resources appropriately.			
	Shares with students the purpose for each assignment.			
	Base evaluation on realistic goals for each student.			
	Takes into consideration the capability and effort of each student using a variety of teaching techniques.			
	Keeps accurate records.			
	Reviews and returns assignments promptly.			

Comments: _____

Plan Year	MANAGEMENT	Novice	Showing Progress	Proficient
	Organizes classroom routine in efficient manner.			
	Plans lessons and organizes classroom to maintain order.			
	Promotes a friendly atmosphere conducive to learning.			
	Devotes most of time to teaching and learning activities.			
	Keeps classroom and equipment in good condition.			
	Reports maintenance and safety needs promptly.			
	Guides students to share responsibility for care of furnishings and equipment.			
	Makes building and classroom rules known to students.			
	Handles student discipline according to building and district policy.			
	Deals with students in fair and consistent manner.			

Comments: _____

Probationary Teacher
Individualized Development Plan (continued)

Plan Year	RELATIONSHIPS	Novice	Showing Progress	Proficient
	Exhibits a positive attitude and encourages others.			
	Exercises initiative.			
	Maintains open communication with parents.			
	Seeks out new ideas.			
	Is open minded.			
	Accepts and gives assistance.			
	Implements suggestions in professional manner.			
	Maintains honest and forthright relationships with all.			
	Respects dignity and rights of all people.			
	Shows consistent interest in students' academic and social growth.			
	Identifies and refers students with problems to appropriate personnel.			
	Provides constructive criticism or ideas for improvement of education.			
	Seeks resolution of problems through appropriate channels.			
	Observes district policies, rules, regulations and agreement.			
	Keeps and promptly turns in reports.			

Comments: _____

Additional comments: _____

Teacher's Signature

Date

Principal's Signature

Date