

MASTER AGREEMENT

BETWEEN THE

BOARD OF EDUCATION
HARTLAND CONSOLIDATED
SCHOOLS

AND THE

HARTLAND EDUCATION
ASSOCIATION MEA/NEA

2018 – 2021



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PURPOSE

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

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

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

THEREFORE, the District and the Association do hereby set forth understandings that are confirmed in this Agreement.

ARTICLE 1 - RECOGNITION

- A. The District hereby recognizes the Association as the exclusive and sole bargaining agent as defined in Section 11 of the Michigan Public Employment Relations Act, Act 336, Public Acts of 1947, as amended, for all counselors and its personnel certified by the State of Michigan Department of Education, whether under contract, on leave, or layoff, employed by the District or upon employment by the District which shall include teachers initially hired as substitutes who are employed in an assignment to the same position for 90 days of work, but excluding all other per diem substitutes, administrators and any other personnel who may incidentally hold a teaching certificate but for which a certificate is not required in their position.
- B. The terms “teacher” or “employee,” singular or plural, when used hereinafter in this Agreement, shall refer to all personnel represented by the Association in the bargaining unit as defined above.
- C. The District agrees not to negotiate with any teaching organization other than the Association for the duration of this Agreement unless required by law.

ARTICLE 2 - RIGHTS OF THE BOARD OF EDUCATION

- A. The Board of Education, on its own behalf and on behalf of the electors of the school district, hereby retains and reserves onto itself, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the school code and the laws of the state, the Constitution of the State of Michigan, and/or the United States. Such rights, duties, etc. shall include, by way of illustration and not by way of limitation, the right to:
 - 1. Hire and contract with such duly qualified teachers as may be required.
 - 2. The general care and custody of the schools and property of the district, and make and enforce suitable rules and regulations for the general management of the schools and the preservation of the property of the district.
 - 3. Establish and carry on such grades, schools and departments as it shall deem necessary or desirable for the maintenance and improvement of the schools.
 - 4. To make reasonable rules and regulations relative to anything whatever necessary for the proper establishment, maintenance, management and carrying on of the public schools of the Hartland Consolidated School District.
 - 5. Determine the services, supplies and equipment necessary to continue its operation and to determine all methods and means of distributing the above and establishing standards of operation, the means, methods and processes of carrying on the work.
- B. In meeting such responsibilities, the Board of Education acts through its administrative staff. Such responsibilities include without being limited to: the establishment of educational policies, the construction, acquisition and maintenance of school buildings and equipment; the evaluation, discipline, promotion and termination of employees; and the establishment and revision of rules and regulations governing and pertaining to work and conduct of its

employees. The Board of Education and administrative staff shall be free to exercise all of their managerial rights and authority.

- C. The Association recognizes that the Board of Education has the responsibility and authority to manage and direct, on behalf of the public, all the operations and activities of the school district to the full extent authorized by law, provided that such rights and responsibilities shall be limited only by the specified and express terms of this Agreement and then only to the extent that such specific and express terms are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

ARTICLE 3 - ASSOCIATION & TEACHER RIGHTS

- A. Insofar as provided by the Michigan Public Employment Relations Act, the District hereby agrees that every employee of the District shall have the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other lawful activities for mutual aid and protection. The District undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any teacher of any rights conferred by the laws of the State of Michigan, Michigan General School Laws and the Constitution of the United States; that it shall not discriminate against any teacher with respect to hours, wages or any terms or conditions of employment by reason of his/her membership or his/her participation in any activities of the Association.
- B. Teachers shall have the right to wear an insignia pin or other identification of membership in the Association at any time.
- C. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official business on school property at any time that does not interfere with or interrupt normal school operations. Officials of the Association may leave their building and school property to transact official Association business during the time provided for in their preparation/conference or lunch period. Only one official, exclusive of the President, may be absent from a building at a time. Such official must notify his building principal's office prior to leaving the building. Upon returning, said official will state the general nature of the business. It is provided further that the transaction of Association business shall not interfere with or interrupt normal school operations or the primary purposes of the preparation/conference period. Any authorized representatives or officials of the Association entering a school building to transact official Association business must notify the building principal's office.
- D. The Association shall have the right to use school facilities and equipment within the school buildings. Such equipment and facilities must be used at times when such equipment is not otherwise in use. The Association shall pay for the cost of all materials and supplies incidental to such use and/or shall pay for any necessary repairs and maintenance required as a result of such use. The Association shall keep an accurate record of all materials used and submit it to the business office for billing. Notice shall be provided to the principal's office when audio-visual equipment or mass reproduction equipment is to be used.

- E. Designated bulletin board space shall be made available to the Association in each building in which regular classes are held. The Association may use the district mail service, district email accounts and server, and teacher mailboxes for communications to teachers.
- F. The District agrees to make available to the Association in response to requests, all available information concerning the financial resources of the district, including but not limited to: annual financial reports and audits, tentative budgetary requirements and allocations (including county allocation District budgets), treasurer's reports, census and membership data; agendas and minutes of all District meetings; register of certificated personnel; names and addresses of all teachers; and any available information needed for processing of grievances, other than case arguments and preparation(s) of the parties. The District may assess the charge permitted by the Freedom of Information Act for reproduction and clerical costs.
- G. The Association also agrees to share non-confidential, published information about public schools that they receive from the State and National Association that the District feels would be beneficial to the Hartland Consolidated Schools.
- H. The District agrees to share information upon request from the Association on any new or modified fiscal, budgetary or tax programs, or major revisions of educational policy which are proposed or under consideration for the District, and the Association shall be given opportunity to consult with the District with respect to said matters.
- I. Any teachers who serve as representatives for American Education Week or the Gifted and Talented Program shall be elected by the teachers through a secret ballot election conducted jointly by the Association and the administration, with nominations made by all parties involved.
- J. The Association's designated representative shall be provided with a copy of the full board packet excluding documents exempt from disclosure by the Michigan Freedom of Information Act, provided to Board members prior to Board meetings. This packet shall be made available at the Board offices no later than the day the information is sent to Board members. Any such documents that are presented to the Board prior to the meeting, which were not sent in the Board packet, shall be made available to the Association's designated representative at the time they are presented to the Board.

ARTICLE 4 - TEACHING HOURS & CLASS LOADS

- A. The parties agree to hours, preparation periods and meeting requirements for grade 7-12 teachers as follows:
 - 1. Allow teachers in grades 7-12 a maximum of 165 students to evaluate per semester.
 - 2. The daily schedule for grades 9-12 will be divided into seven instructional periods, whereby, the teacher conference period shall be reduced to match the length of a standard class period.

3. The parties agree full-time employees may be more invested in the district than part-time employees. Bargaining unit members may be asked to teach an additional period for which they are qualified and certified during their conference period for 1/6 of their pay.
 4. In grades 9-12, attempts will be made to keep hourly class sizes at or below 31 students with a maximum of 33 students per instructional period. If mutually agreed upon, a teacher may accept a maximum of 35 students and shall be paid a \$100 stipend per student per semester above the 33 student maximum. In no case shall an individual teacher (excluding physical education, instrumental music and vocal music) be assigned more than 165 students to evaluate per semester. These conditions shall be effectuated no later than the 15th day of school for students.
 5. Physical education teachers will not be assigned more than 250 students to evaluate per semester with an hourly class size maximum of 45 students. For teachers of such classes, each section of such class shall count as 30 pupils to be deducted from the 165 class load maximum.
 6. Grade 7-12 teachers shall not be assigned more than four preparations in a school year, unless the teacher agrees to accept more. The District will make every reasonable attempt to limit the number to three or fewer. For purposes of clarification, a course preparation contains materially different content and assessment. Administration and building Association representatives will meet to address the final master schedule.
- B. Teachers shall not be required to be in their assigned school building(s) prior to 7:00 a.m. or for more than seven continuous hours each day, exclusive of staff meetings. Teachers shall be entitled to a duty-free lunch period of no less than 30 minutes.
 - C. Preparation/conference time for teachers shall be in one continuous block of time. If teachers must teach for part of their conference/planning time, they will be paid according to Article 23, Paragraph E at the appropriate pro-ration amount based on minutes out of the 55-minute conference period time taught.
 - D. For K-8 teachers, efforts will be made to provide teachers with 55 minutes of conference time, although it is understood that individual conference times may not be consistent for all members at all times. In the event the 55-minute conference/planning time must be divided for K-4 teachers, the teacher may elect to have two planning periods each day for a total of 65-minutes with no single planning period of less than 25-minutes, or have a single planning period each day of less than 55-minutes with pro-rated compensation provided for the remaining time (up to 55-minutes). The conference/planning time for K-4 teachers will be a minimum of 65 minutes divided in two blocks, neither of which is less than 25 minutes in length.
 - E. For grades 9-12, so long as a seven period work day remains in effect, efforts will be made to provide teachers with 55 minutes of conference time, although it is understood that individual conference times may not be consistent for all members at all times.
 - F. Teachers may opt for flexible starting and ending times. Teachers who choose this option may divide their preparation/conference times into blocks before school and/or after school. Each teacher must submit his/her schedule to the building principal. When staff meetings or IEP

meetings are held, the building principal will establish the start and end times for the teachers involved.

- G. Use of preparation/conference time shall be at the discretion of the teacher except, (1) the teacher will remain in the school building, (2) the teacher shall hold conferences with parents upon request, (3) the teacher shall engage in planning activities with other teachers and administrators upon request by the building administrator or (4) the teacher shall attend staff meetings pursuant to the provisions of Article 8 - Teaching Conditions.
- H. The student instructional day shall be determined based on the number of hours of teacher/student contact on a yearly basis. The total yearly number of hours of teacher/student contact shall be capped at 1,098 hours and 180 days.
- I. Exclusive of preparation/conference time and duty-free lunch, up to 20 minutes out of the teacher day may be designated as duty time during which the teacher may be assigned to monitor student behavior in the buildings.
- J. Teachers shall not be required to supervise playground activities or lunchrooms. Teachers may elect to supervise student lunchrooms during student lunch times as part of their duty time assignment. Such an assignment will require the approval of the building principal. When teachers do elect such an assignment, their preparation/conference time shall be in one continuous block. The preparation/conference time will be set to maximize instructional time in a school day by taking into account (by way of example, but not limitation) factors such as: length of school day, number of class periods, length of passing time (time between class periods), Early Release Fridays, assemblies and club time.
- K. Secondary teachers shall not be assigned more than four course preparations during a school day, unless the teacher agrees to accept more.
- L. Student/Teacher Ratio:
 - 1. By the official Fall Count Day or September 30 of each school year, whichever is earlier, a ratio of 28 or less pupils per regular classroom teacher, exclusive of pre-kindergarten, kindergarten and junior first grade shall be effectuated in each elementary school. Teachers of the pre-kindergarten, kindergarten and junior first grade shall not be assigned more than 25 pupils per class. All other regular classroom teachers at the elementary level shall not be assigned more than 30 pupils per class, except teachers of elementary combination classes shall not be assigned more than 25 pupils per class. These class size conditions shall be effectuated no later than the fifth day of school for students. If said conditions are not met by the fifth day of school for students, or additional students make it necessary to exceed these levels, a teacher will be provided with the services of a paraprofessional aide for the time the teacher is assigned to provide instruction to a class that exceeds the above standards for a period of five consecutive school days. No regular elementary class shall exceed 33 pupils, nor pre-kindergarten, kindergarten, junior first grade or combination class shall exceed 30 pupils except as exempted by the mutual agreement between the teacher, the employer and the Association. No more than four combination classes shall be created in any one building. A fifth combination may be created by mutual consent of the employer and the Association.

2. Teachers at the secondary level shall not be assigned more than 165 pupils to evaluate per semester. Teachers with fewer than five classes shall not be assigned more than an average of 35 students per class. Teachers of physical education, instrumental music and vocal music are exempted from this total. For teachers of such classes, each section of such class shall count as 30 pupils to be deducted from the 165 pupil maximum. Physical education classes shall not exceed 45 pupils per class per teacher. Teachers of classes for which the District receives special state or federal funding by maintaining class sizes lower than 30 pupils shall have 30 pupils deducted from the 165 pupil maximum for each such class. These conditions shall be effectuated no later than the 15th day of school for students. If said conditions are not met by the 15th day of school for students, the district shall pay teachers whose class sizes are out of compliance at a rate of \$10 for each student over contractual limits per day that they are out of compliance. For co-teaching expectations refer to Paragraph R, below.

3. Recognizing that lower class size positively impacts education, the parties agree to the following initial target numbers for maximum class size:

Grades	# of students
JK and J1	15 (+1)
K	22
1 – 2	24
3 – 4	26
5 – 6	28
Secondary	30

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

M. Elementary Electives and Blended Sections:

Semester Stipends:

- a) JK-K = Any blended grade level over 30 would result in a \$500.00 off schedule stipend at the end of the semester. (Example: K and 1st blended sections = \$1,000)
- b) 1-4 = Any blended grade level over 33 would result in a \$500.00 off schedule stipend at the end of the semester (see example above)
- c) Each blended grade level will entitle the essential teacher to a 1/2 (.5) Comp day at the end of the semester. (Example: K and 1st blended = 1 Comp Day total per semester)
- d) If an elementary Art class exceeds 35 students, the district will endeavor to provide additional adult supervision.

Teachers eligible for stipends pursuant to this section will be required to complete the Semester Stipend Form at the end of each semester.

- N. School counselors and librarians shall be notified four weeks prior to the end of the school year if they are to be employed one week immediately following the close of the current school year and one week immediately prior to the beginning of the next school year. If the workload necessitates for these and other programs, the individuals involved may mutually agree upon additional weeks.
- O. Counselors shall be subject to assignment of additional duties of administrative assistance, excluding punitive disciplinary actions against students and evaluation of teachers, during the normal school day at the direction of the administrator.
- P. Teachers of elementary combination classes shall be consulted by their administrator to address and clarify planning and preparation requirements and necessary deviations from the curriculum taught in single grade level classes. Exclusive of the areas of reading and mathematics, teachers of combination classes shall not be responsible for a set of instructional objectives that is greater than those for teachers of single grade classes.
- Q. Teachers who are required to provide lessons for students who are not able to be in their classroom for more than fifty percent (50%) of any semester due to a long-term suspension, a long-term medical care situation, incarceration, or as a result of being home bound or for any other reason deemed appropriate by the administration, will be compensated at a rate of \$200.00 for the semester, per student. Eligibility for this stipend requires that the requisite form be completed by the teacher and principal on or before the 25th day of the student's absence.
- R. Co-Teaching:
1. Co-teaching is a priority. Meetings are to be scheduled around the class periods where co-teaching is taking place, whenever possible.
 2. A priority will be placed on scheduling highly qualified teachers together in the co-teaching partnerships, whenever possible.
 3. If a 9-12 regular education teacher is paired with a non-highly qualified special education co-teacher, all reasonable attempts will be made to off-set their schedule with at least one support class where some of the students could be scheduled for the purpose of increased support, when possible.
 4. If there is not a highly qualified special education teacher in the co-taught section, the district will attempt to limit the class section to 33 students in grades 9-12, if possible.
 5. For the purpose of building ratio determination, all certified general education teachers will be counted plus the number of co-taught FTE's (example: number of co-taught sections divided by 6) for a total number of FTE's divided into the student count. The student count will not include the number of students in self-contained classrooms (example cognitive/emotional impaired classrooms).

ARTICLE 5 - PARAPROFESSIONAL TEACHER AIDES

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

ARTICLE 6 - SPECIAL STUDENT PROGRAMS

- A. The parties recognize that children having special physical, mental and emotional needs may require specialized classroom experience, and that their presence in regular classrooms may interfere with the normal instructional program and place extraordinary and unfair demands upon the teacher. It shall be the responsibility of the teacher to report to the principal the name of any student who, in the opinion of the teacher, needs particular assistance from skilled personnel. The principal, at the request of the teacher, will report progress of the case.
- B. Teachers who are requested to attend an IEPC meeting, which is scheduled during the school day, shall be given release time. When teachers attend an IEPC outside of the normal seven-hour day, it shall be counted as one of the four staff meetings per month pursuant to Article 8 (Teaching Conditions), up to a maximum of three.
- C. To promote the equitable distribution of responsibility for mainstreamed or highly capable pupils among teachers, when more than one classroom placement may be available to accommodate the pupil's schedule, a pupil who has been certified through an IEPC or highly capable identifying tool as requiring services, will be placed in the classroom which is least impacted by the pupil. Placement of these pupils shall be determined by a placement committee of the teachers affected by the need for placement of the pupil and the special education teacher involved, if applicable, called by the building principal. Placements for the fall of a school year shall be determined the preceding spring for continuously identified pupils. A placement committee shall make placements as the need arises to place pupils during the school year. If the placement committee does not make a placement, the building administrator may determine the placement. The decision arrived at following the provisions of this paragraph are not subject to the grievance procedure set forth in this Agreement.
- D. Special education teachers shall be responsible to only one immediate supervisor.

ARTICLE 7 - CURRICULUM DEVELOPMENT

- A. Any changes in school district curriculum documents, assessment or reporting dates shall be reported to teachers by the Assistant Superintendent for Curriculum and Instruction prior to the beginning of the school year in which the changes are to be implemented. If changes occur during the school year, no assessment data will be required for at least 30 instructional days after teachers are notified of such changes.
- B. District Leadership Team (DLT) Representative position:
1. Interested staff will submit a letter of interest to the Curriculum Director indicating interest in the position.
 2. Members will be selected through a vote by the Principal, Curriculum Director, and representative staff.
 3. The intent is to select representatives in a wide variety of content areas positions.
- C. District Leadership Team (DLT) Representatives will:
1. Attend DLT meetings (1 per month) and Building Leadership Team meetings (1 per month), unless more is needed with agreement of all team members. These meetings are above and beyond the four required monthly staff meetings.
 2. Will serve as a liaison between staff, building administration and the Curriculum Department.
 3. Will plan and implement department meetings after consultation with the principal if requested by the principal.
 4. Will work with building administration to plan and schedule balanced Professional Development that is representative of the needs of staff and administration.
 5. DLT Representatives are not supervisors and will not be involved in the evaluation of teachers.
 6. DLT Representatives will assist in the coordination and logistics of Teacher Option PD, as well as any other PD requested by the Principal.
 7. At DLT meetings, all DLT Representatives shall have equal voting rights on the implementation and scheduling of PD. Voting shall be a simple majority rule. The Curriculum Director will consider the DLT team's recommendations when making decisions on any topics that are discussed within the DLT.
 8. Any new or significant changes to programs involving curriculum, assessment, instruction, or PD will be discussed within the DLT.
- D. DLT Representatives will be as follows:
1. K-4: Two per building (8): 1 general ed. teacher and 1 special / support teacher
 2. 5-6: Three (3): 1 ELA, 1 Math, 1 Science.
 3. 7-8: Three (3): 1 ELA, 1 Math, 1 Science.
 4. 5-8: One (1): Social Studies
 5. 9-12: Four (4): ELA, Math, Science, Social Studies (1 each)
 6. 7-12: One (1): World Language
 7. 5-12: One (1): Art, Music, PE, CTE
 8. K-12: One (1): Special Education

- The District Leadership Team will also include the Curriculum Director, Principals, Instructional Coaches, Technology Director, and Special Education Director.
- E. With reasonably enough time to revise PD plans and schedule before the next year, an annual survey of staff members will be conducted on the efficacy the DLT structure and of the Professional Development in the district to direct policy decisions on curriculum, instruction, and PD in the following year.
- F. Each member of the District Leadership Team will receive 4% of BA1.

ARTICLE 8 - TEACHING CONDITIONS

- A. The parties recognize that optimum school facilities within the financial constraints for both student and teacher are desirable to ensure the high quality of education that is the goal of both the Association and the District. The parties acknowledge that the primary responsibility of the teacher is to teach and that the organization of the school and the school day should be directed toward ensuring that the energy of the teacher is primarily utilized to this end. Both parties recognize that in order to be an effective teacher, one must accept the responsibility of management and control in the classroom as well as in the total school program. It is realized by both parties that the effective management of the school requires the involvement and cooperation of each staff member.
- B. The District agrees to keep the schools equipped and maintained. The staff and building administrator will meet periodically for the purpose of discussing the selection, use and acquisition of educational tools.
- C. No later than the first work day following the conclusion of each week, all classroom teachers must provide a copy of the previous week's general lesson plans. A copy of such plans must be on file in the principal's office.
- D. No teacher shall be required to attend more than four staff meetings per school month. An agenda shall be provided to the staff on the school day prior to such meetings. In the event no agenda is provided, it is assumed that no regular meeting is to be held. All meetings shall be contiguous with the normal teacher workday and shall be no longer than one hour in length. Emergency meetings may be called at any time without the need for a published agenda to address urgent items which must be communicated directly to the staff and which cannot be adequately dealt with by memo. Emergency meetings will count as one of the four monthly meetings unless they occur after the fourth regular meeting, in which case they shall not be counted.
- E. Times and locations of all meetings shall be mutually determined by administrators and building representatives.

- F. Teachers shall either be excused from normal duty time assignments or provided with time during staff meetings to complete tasks related to the collection and summarization of detailed information requested by the administrators. When teachers are directed to assist with the initiation and maintenance of CA 60's (pupil records) they shall either be excused from normal duty time assignments, provided with time during staff meetings, or utilize no more than one hour of time during Teacher Records day to complete such responsibilities. Teachers shall not be required to file report cards in the CA 60 file, attach student pictures to the CA 60 file, record the year-end attendance in the CA 60 file or write their names on the folder or yellow insert of the CA 60 file.
- G. The District shall make available on each school site, adequate lunchroom, adequate rest room and adequate lavatory facilities for teacher use. Provision for such facilities shall be made in all future buildings.
- H. Telephone facilities shall be made available to teachers for their use in the teachers' lounge.
- I. Adequate paved and lighted parking facilities shall be provided, maintained and identified for employee use during regular school hours.
- J. Teachers shall not be required to work under unsafe or hazardous conditions, or to perform tasks that endanger their health, safety or well-being. The parties agree that cleanliness of the buildings and facilities are essential to quality education and the health of the students and employees. A Health and Safety Committee shall be formed comprised of at least one HEA-appointed member from each building. The Committee shall be charged with development of a process for reporting unclean or unsafe conditions and incidents in buildings, as well as a system for monitoring follow up and resolution of such reports, which shall include regular meetings of the Committee to monitor ongoing progress.
- K. The District agrees at all times to maintain a list of substitute teachers. Teachers shall be informed of telephone number(s) they are to call to report pending absences. Teachers are to report the pending absence as early as possible. A teacher shall be required to report a pending absence no later than 60 minutes prior to his/her normal starting time. Teachers shall not be responsible for arranging for substitute teachers, but may do so voluntarily with the permission of the building administrator.
- L. In the event the predominant temperature in the area of a classroom where the students and teachers are located for instructional activities falls below 65 degrees, the administration will promptly make an effort to have the temperature restored. In the event the temperature cannot be restored to at least 65 degrees by the beginning of the next school day, the administration will make an effort to relocate the class to an alternative place in the building suitable for conducting the class if one is available.
- M. The District shall allocate a sum of \$1,750 to each building in which general education classroom teachers are required to administer one-on-one assessments to all students they are required to evaluate. The funds shall be allocated in a manner agreed upon by a committee of the affected teachers and the building principal to provide instructional time coverage in the classroom while the teacher administers the assessments.

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

ARTICLE 9 - PROFESSIONAL QUALIFICATIONS & ASSIGNMENTS

- A. No teacher shall be employed with less than a Bachelor's Degree and a valid teaching certificate, except in cases of absolute necessity. The Association shall be notified in each instance.
- B. Teachers shall only be assigned within the scope of their teaching certificates and within the parameters of state and national mandatory standards for qualified status, if required for their position.
- C. All teachers shall be given written notice of their schedules for the forthcoming year no later than two weeks prior to the opening of school. In the event that changes in such schedules occur, all teachers affected will be notified promptly by the administration. The Association shall immediately be so notified in each instance.

ARTICLE 10 - SENIORITY

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

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

ARTICLE 11 - ILLNESS OR DISABILITY

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

- B. A teacher who is unable to teach because of personal illness or disability and who has exhausted all sick leave available, will be granted a leave of absence without pay for the duration of such illness or disability, up to two years, and the leave may be granted an additional year upon written request by the teacher. The teacher will be placed in a position based on the needs of the district and highly qualified status.
- C. A teacher who is absent from work due to mumps, scarlet fever, measles, chicken pox or pink eye for which contact can be reasonably attributed to employment or a teacher absent from work because of an injury incurred at the site of employment, shall not be charged with loss of personal sick leave for the period of disability up to a maximum of 20 leave days. Thereafter, the teacher may use his/her accumulated personal sick leave for the period of disability. The use of sick leave in conjunction with workers' compensation benefits, shall be supplemental on a proportionate basis, such that when combined, the teacher does not receive more than his yearly salary rate from both sources.
- D. A teacher shall suffer no diminution of sick leave allowance when a sick day is requested and school is called off on that day because of an Act of God.
- E. The District may require a physician's certification of the illness or disability when the teacher is absent three or more consecutive days, chronically absent or absent during a mass illness among the teaching staff. The Association will receive a copy of any forms developed to document illness or disability prior to implementation.

ARTICLE 12 - PROFESSIONAL, BUSINESS & ASSOCIATION LEAVE

- A. The professional development of teachers is encouraged by making available, at the discretion of the central office administrator in charge of curriculum, days for professional leave. Professional leave may be used for, but is not restricted to:
 - 1. Visitation to view other instructional techniques or programs.
 - 2. Education conference, workshops or seminars. The teacher shall file a written report within one week of his attendance at such visitation, conference or seminar.
- B. A teacher is most effective when in the classroom and therefore staff will endeavor to make attendance a priority. At the beginning of each school year, each teacher shall be credited with four days to be used for the teacher's personal business. A teacher in need of using a business leave day shall file the necessary form for such leave at least two days in advance, except in cases of emergency. Personal business leave is to be used to attend to matters that require the personal attention of the teacher and cannot be reasonably attended to at alternative times that do not interfere with the duties of employment. Personal business leave will not be granted the day before or the day after a vacation or holiday period, without prior written consent of the Superintendent of Schools. Consecutive business days will be granted only with prior written consent of the Superintendent of Schools. Any personal business days that are not used by the end of the school year will be converted to sick days. The use of two or more consecutive leave days must be approved by the Superintendent prior to the leave occurring.

- C. An employee who would like to combine different types of leave time (i.e. business and compensatory) consecutively must seek Superintendent approval to do so.
- D. A teacher called for jury duty or subpoenaed to give testimony before any judicial or administrative tribunal in a matter not related to employment elsewhere (except summer employment) shall be compensated for the difference between the teaching pay and the pay received for the performance of such obligations without deduction from paid leave.
- E. At the beginning of every school year, the Association shall be credited with ten days, to be used by teachers who are officers or agents of the Association, such use to be at the discretion of the Association. The Association agrees to notify the District no less than five working days in advance of taking such leave. Additional days shall be granted provided the Association pays the cost of substitutes and it does not cause disruption of the educational program of the district.
- F. Any teacher called for military physical examination shall suffer no diminution of compensation and shall not be charged with loss of a business leave day.
- G. A teacher shall suffer no diminution of business leave allowance when a business leave day is requested and school is called off on that day because of an Act of God.
- H. A teacher shall be granted up to four leave days with pay when a death occurs in his/her immediate family. This leave may be taken at the time of death and/or concurrent with the funeral or memorial service. With the approval of the Superintendent, this leave may be taken at such time as the teacher must attend to matters of estate of the deceased. Immediate family shall be interpreted as spouse, children, mother, father, brother, sister, grandchildren, father and mother-in-law, brother and sister-in-law, and grandparents. A teacher shall be allowed to use up to four consecutive personal business days to attend the funeral of any person outside the immediate family.

ARTICLE 13 - UNPAID LEAVE OF ABSENCE

- A. A teacher on a leave of absence covered in this Article shall receive no pay or benefits for the workdays actually missed.
- B. A teacher on a leave of absence covered in this Article, shall notify the District in writing at least 60 days prior to the termination date of the leave of his/her intention to return from such leave. Failure to comply with this notification or to gain an extension of said leave as may be provided herein shall constitute voluntary resignation from employment. Leaves of absence shall be for the remainder of a semester or school year or full semesters or school year.
- C. A leave of absence, renewable upon application up to four years maximum, shall be granted to any tenure teacher for the purpose of serving as an officer of the State or National Association, or on its staff.
- D. A leave of absence not to exceed four years, but for not less than one year, shall be granted to any tenure teacher upon application for the purpose of campaigning for, or serving in, a public office.

- E. A military leave of absence shall be granted to any teacher who shall be inducted or shall enlist for full-time military service in any branch of the armed forces of the United States or full-time service with the Peace Corps or VISTA. Teachers who are in the reserves of any branch of the armed forces of the United States shall be granted, upon request and verification of orders, an unpaid leave of absence for the time necessary to fulfill the obligation as required by law.
- F. A leave of absence shall be granted for the purpose of childcare, to any teacher upon application, in connection with the birth of his/her child or adoption of an infant.
- G. A leave of absence of up to one year may be granted to a teacher upon receipt of evidence that his/her presence is needed to provide special care for his/her child.
- H. A teacher at or moving to Step 10 or above of the salary schedule, shall be granted a full year's leave of absence to explore an alternative career, provided the District can obtain a replacement teacher by August 1 prior to the school year of the leave, who is a suitably qualified replacement and provided further, considering all attendant costs to the granting and return from the leave, there are no additional costs incurred by the District beyond the compensation costs the District would have incurred had the teacher not been granted the leave. Such leaves may be granted for career opportunities either within or outside the field of education. A teacher may apply for a one-year extension of said leave. No more than three teachers may use this leave in the same school year.
- I. Requests for any of the above mentioned unpaid leaves must be submitted 60 days prior to the commencement of the leave, except in cases of emergency, which preclude such advance notice.
- J. Any other requests for leaves of absence must be submitted in writing to the Board of Education, with a copy to the Association. All such applications must be submitted 60 days prior to the end of the semester before the leave takes place; however, but the Board, at its discretion, may consider requests submitted after such time.
- K. The Association agrees that the District may hire substitutes for any HEA member on a leave of absence up to one year in length.

ARTICLE 14 - EDUCATIONAL INTERNSHIP/SABBATICAL LEAVE

- A. Teachers who have attained tenure with the Hartland Consolidated Schools may make application for an educational internship or sabbatical leave on or before April 1 of the school year prior to the one for which the internship or sabbatical leave is to be effective. The application must contain a full explanation of the proposal and state how the school district's educational program will benefit therefrom.
- B. The District may solicit teachers interested in an internship and/or sabbatical designed to address certain needs of the school district which shall be set forth in a prospectus and publicized for applications on or before April 1 of the school year prior to the one for which the internship and/or sabbatical is to be effective.

- C. On or before May 15 following the close of applications, the Superintendent shall determine which, if any, of the options will be approved for the next school year. All applicants will be informed of the decision regarding the educational internship and/or sabbatical. The Board of Education reserves the final decision upon whether the school district will fund the educational internship or sabbatical proposal for any given school year. The Board of Education shall make its decision known by May 1 of the school year prior to the one for which the internship and/or sabbatical is to be effective.
- D. An educational intern shall perform duties as described in the proposal or prospectus approved by the District. While performing in the educational internship, the educational intern shall receive the same salary, insurance and leave benefits as if continuously employed with the school district as a classroom teacher for that school year.
- E. During a sabbatical leave, the teacher must fulfill the terms of the sabbatical proposal as approved by the District. The teacher on sabbatical leave shall receive half pay and full benefits during that period.

ARTICLE 15 - PROFESSIONAL IMPROVEMENT

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

ARTICLE 16 - COMPENSATORY TIME

- A. Compensation time accumulated can be used at the discretion of the teacher with the only restrictions being:
 - 1. The teacher must notify the district of the intention to use a compensation day at least three days in advance to allow for substitute arrangements.
 - 2. A maximum of three days may be used consecutively.

3. An employee who would like to combine different types of leave time (i.e. business and compensatory) consecutively, must seek Superintendent approval to do so.
- B. Compensation time accrued and unused within a given school year shall be carried over to the next year as compensation days, or at the teacher's request, rolled into said teacher's sick days. Five hours accumulated shall "earn" the teacher one compensation day.
 - C. Compensatory time will not be granted the day before or the day after a vacation or holiday period, without prior written consent of the Superintendent of Schools. This paragraph applies only to compensatory time acquired through professional/curriculum development as per Appendix C (Compensatory Time).
 - D. When compensatory time is accrued to replace time lost for teachers with assignments split between buildings:
 1. All efforts will be made to provide teachers with 55 minutes of uninterrupted conference/preparation time each day, exclusive of passing time (see Article 4), and 30 minutes of duty-free lunch time. When a teacher is given a teaching assignment in two or more buildings on the same day, said teacher shall be allowed at least 15 minutes for travel time between each building. This travel time shall not in any way diminish the 55-minute conference/preparation time, 30-minute lunchtime or extend the seven-hour working day.
 2. If scheduling does not permit for the 15 minutes of travel time, then compensatory time shall accumulate on a minute-per-minute basis for each minute less than 15 minutes said teacher has to travel from one teaching assignment to another. In other words, said teacher shall accumulate one minute of compensation time for each minute of his/her conference/preparation time or lunchtime that is lost traveling between each building assignment allowing 15 minutes per trip.
 3. Compensatory days shall be documented by the teacher and reported to the District's payroll department weekly on a compensatory time log (to be developed by October 15) and initialed by the teacher's supervisor. The District's payroll department shall keep record of compensatory days accumulated, used and unused. The unused compensation days shall be reported on said teacher's pay stub.

ARTICLE 17 - ACADEMIC RESPONSIBILITY

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

- C. A teacher shall be acting within his/her certified area in accordance with accepted and/or adopted curriculum and courses of study.
- D. The teacher shall submit an outline and/or request to his/her building principal or immediate supervisor prior to using resources not prescribed by adopted curriculum or courses of study, when in the opinion of the teacher, the resources may be of a controversial nature.
- E. The teacher must exercise responsibility and prudence, and must realize that teaching in an elementary or a secondary school places special responsibility upon the teacher to carefully consider the maturity level of the student and the special circumstances that surround the teaching/learning relationship.

ARTICLE 18 - TEACHER PROTECTION

- A. The District recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom, on the school property and during all school sponsored events. The Association pledges the support of all teachers in enforcing the published rules and regulations of the school district as they apply to students.
- B. A teacher may exclude a pupil from one class when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher shall notify the principal's office by the end of that working day. The written particulars shall be furnished to the principal's office no later than one working day following the incident.
- C. Any case of assault upon a teacher shall be promptly reported to the District. The District shall provide legal counsel to advise the teacher of his/her rights and obligations with respect to such assault. Provided the teacher is not in violation of any published District policy or any published administrative regulations, the District and its designated representatives shall render assistance to the teacher in connection with the handling of the incident by law enforcement and judicial authorities.
- D. If any teacher is complained against or sued as a result of any action taken by the teacher while in pursuit of his/her employment, the District shall provide and render all necessary assistance to the teacher in his/her defense, provided the teacher has not violated any published District policy or any published administrative regulation.
- E. Time lost by a teacher in connection with any job related incident mentioned in this Article shall not be charged against the teacher, provided the time lost is not due to the misconduct or negligence of the teacher.
- F. When the employer becomes aware of an incident or receives a complaint regarding an employee which may result in disciplinary action against the employee, the employee will be notified within a reasonable amount of time (given the circumstances at issue, e.g. the possible involvement of law enforcement) of receipt of the information or complaint that the incident or complaint is under investigation.

- G. In the event the district shall receive a request from a third party, under the Freedom of Information Act, for any records, documents, or information concerning an HEA member, the District will notify the member and president of the Association by phone and/or email as soon as feasible. If the District determines an extension of the timeline for responding to the FOIA request is available and that it would be appropriate to extend the timeline, the district will utilize the maximum available extension. Further, if the District determines the request encompasses something that is exempt from disclosure under the FOIA and is requested by the member or Association president to deny the request, the District shall withhold from disclosure what it deems to be exempt. If the District determines it is not clear that something requested under the FOIA is exempt and is nonetheless requested by the member or the Association president to deny the request, it shall not be a violation of this Article to disclose what has been requested.

ARTICLE 19 - PROFESSIONAL BEHAVIOR

- A. Teachers shall comply with rules, regulations, and directions adopted by the District that are not inconsistent with the provisions of this Agreement.
- B. The Association recognizes that abuses of paid leave or other leaves, tardiness or absence, willful deficiencies in professional performance, or other violations of discipline by a teacher reflect adversely upon the teaching profession and create undesirable conditions in the school building. If a teacher's previous attendance record deems it to be warranted, the employer may subject all paid leaves to prior verification.

ARTICLE 20 - PERSONNEL FILES

- A. The official file of every employee is maintained in the Personnel Office. This file includes all payroll information, evaluations, credentials, certification, contact information, all materials reflecting upon the character of the teacher's performance, etc.
- B. Before any materials are placed in a member's permanent employment file, the District will review the materials with that member. Any material maintained by the District in any file that is found to be in error shall be corrected or expunged immediately.
- C. The date of inclusion shall be stamped on all materials placed on file in the Personnel Office.
- D. A teacher's personnel file remains with the Hartland School District. Credentials are maintained by the Placement Bureau of the teacher's college or university. An administrator can add to these credentials upon the teacher's request.
- E. Each teacher shall have the right, upon his/her request, to review twice each semester, those contents of his/her own personnel folder on file in the Personnel Office, which pertain to or are the result of any evaluation completed since the beginning of his/her employment in the Hartland Consolidated School District. Such review shall not include any confidential credentials from the teacher's college or university. Records for review shall be made available in the Personnel Office, and shall not be removed from said office. A representative of the Association may, at the request of the teacher, accompany the teacher in this review. The

Superintendent or his/her designee must be present at such review. Removal or destruction of material contained in the file shall be grounds for immediate dismissal.

ARTICLE 21 - CONTINUITY OF OPERATIONS

- A. Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year, and the avoidance of disputes that threaten to interfere with such operation.
- B. The Association accordingly agrees that it will not, during the period of this Agreement, directly or indirectly, engage in or assist in any strike, as defined by Section I of the Public Employment Relations Act.
- C. The parties agree that they will not, during the period of this Agreement, directly or indirectly engage in or assist in any unfair labor practice as defined by Section 10 of the Public Employment Relations Act.
- D. Should scheduled student instruction days be canceled due to inclement weather or other conditions which make it impractical to hold classes, teachers shall not be required to report, and those canceled student instruction days necessary to be rescheduled to receive state aid funding for the day will be rescheduled and worked by teachers as a student instruction day as originally constituted without additional compensation. Otherwise, on canceled student instruction days which are not required to be rescheduled to receive state aid funding, for the day, teachers will not be required to report and will not be reduced in compensation or required to work a rescheduled day in its stead.

ARTICLE 22 - INSURANCE PROTECTION

- A. The governing board of the Livingston Healthcare Consortium (LHC) will determine the choice of medical plans available to employees. Should the LHC no longer operate or if the District no longer participates in the LHC, medical plans offered at the time of termination or separation will continued to be offered to employees until another agreement between the parties is reached.
- B. On September 1, 2018, the District will contribute the following towards each employee's annual health insurance premium:
 - \$6,560.52 per each employee who has elected single coverage,
 - \$13,720.07 per each employee who has elected individual and spouse or individual w/ one non-spouse dependent coverage,
 - \$17,892.36 per each employee who has elected family coverage.
- C. Beginning January 1, 2019, and continuing annually for the duration of this contract, the District will contribute the maximum amount allowed by law towards each employee's annual health insurance premium as dictated by each employee's elected coverage type (single, individual/spouse or individual w/ one non-spouse dependent, or family). This amount will be

adjusted annually by the change in the medical care component of the United States Consumer Price Index, as defined in PA 152, for the period ending the immediately preceding October 1.

- D. Any premium cost in excess of the District's contribution shall be the responsibility of each respective employee and will be collected via payroll deduction. Any District contribution amount which is in excess of any respective employee's annual premium cost shall be deposited into the employee's HEQ HSA account.
 - 1. Employees may contribute, through payroll deduction and electronic transfer, additional money towards their HEQ HSA up to the maximum amounts allowed by federal law.
 - 2. The parties understand that in the event the minimum IRS Health Saving Account deductible necessary for a medical plan to comply with HSA eligibility is increased beyond the deductible level currently mandated by the employees' medical benefit provider, the deductible will automatically adjust to meet the federal minimum requirement.
- E. All insurance benefits shall continue in effect until such time as a teacher on notice of layoff actually misses his/her first day of work due to being laid off.
- F. The parties have entered into a *Memorandum of Understanding re: Financial cost of joining the Livingston County Health Care Consortium*, dated October 4, 2017 which remains in full force and effect (attached as Exhibit 1). This Memorandum governs which party may be responsible for bearing the costs of changes to the benefit levels or additional unforeseen consortium fees for "Pak B" benefits. No provision of this agreement should be construed to supersede or modify this Memorandum or any successor to it.
- G. Any additional costs associated with non-health plan insurance coverages for "Pak B" benefits that are not related to changes in benefit levels or additional unforeseen consortium fees, will be paid for, in full, by the District.
- H. Where both husband and wife are employed by the District, the District shall not be obligated to pay premiums that would result in duplication or overlapping coverage. Where applicable, one teacher shall be designated as the insured and dependent shall be at the option of the teacher involved.
- I. Proper filing of insurance applications shall be the responsibility of the individual teacher. New employees will receive insurance benefits upon qualification within 30 days of their employment. District insurance contributions will continue each month through the duration of this Agreement for all teachers who are fulfilling the terms of their contracts with the District and are not in violation with the provisions of the Master Agreement.
- J. For the duration of this Agreement, members who elect not to receive District provided health care benefits, will receive \$6,755 cash in-lieu of said benefits. Cash-in-lieu payments are considered income; therefore, employees are responsible for any increased income tax liability (The District remains responsible for the employer portion of F.I.C.A.)
- K. Cash-in-lieu payments may be reduced during the term of this Agreement pursuant to Appendix A(II)(6).

- L. A teacher having less than a full-time (1.0 FTE) assignment shall receive a pro-rated benefit provided under this article, as follows:

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

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

- M. The District's insurance benefit obligation for two teachers sharing a position shall be no more than it would be for one full-time teacher. Should the job sharing teacher(s) elect to contribute monies for up to full-time benefits, it shall be allowed within the rules and regulations of the carrier and the IRS.
- N. The District will provide teachers access to a Section 125 plan that will provide pre-tax dollars to be used for child/dependent care and medical expenses. The Association and representatives of the District shall meet annually to evaluate the services provided by the company chosen to administer the plan.

ARTICLE 23 - PROFESSIONAL COMPENSATION AND RETIREMENT

- A. The basic salaries of teachers covered by this Agreement are set forth in Appendix A which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the designated periods. The salary schedule is based upon the regular school calendar as set forth in Appendix C and the normal teaching assignment as defined in this Agreement.
- B. Upon initial employment, teachers shall be placed on the salary schedule at the step agreed upon by the teacher and the Superintendent. At the discretion of the administration, new hires may be placed on a step that is above the step placement that would otherwise be commensurate with their previous years of teaching experience (if any). Teachers placed at any step above the step that is commensurate with their previous years of teaching experience is ineligible to advance along the step schedule until the year after their initial step placement and their years of teaching experience are equivalent.
- C. Two years of credit on the salary schedule shall be granted to teachers holding permanent vocational certificates or having full Vocational Authorization, provided that this shall apply only when said teacher is teaching within the area for which he/she is vocationally certified and in a program which has been authorized and receives added cost funding by the State Department of Education.

- D. Salary adjustments will be made twice yearly for advanced study. Written applications must be on file, and courses completed by September 1 or prior to the start of the second semester. Salary will be adjusted accordingly. The pay shall be retroactive to the beginning of the semester. The retroactive portion shall be paid in a lump sum within two pay periods after filing the unofficial transcript. All applications and transcripts must be on file with the Superintendent or his/her designee.
- E. Teachers who substitute or teach during their conference/planning period shall be paid 1/6th of their daily base salary as additional compensation.
- F. Teachers employed for additional days beyond the regular school year shall be paid at the daily rate of 1/185th of their base salary as additional compensation for such employment. Teachers engaging in curriculum work beyond the school day or the school year shall be compensated at a rate of \$100.00 per day or \$20.00 per hour upon approval of the curriculum office.
- G. Members employed immediately before the regular school year under the provisions of Article 4, Paragraph N, shall be compensated on the basis of the salary schedule for the impending school year.
- H. At the beginning of the school year or upon employment during the school year, each teacher shall elect one of the following two options for receiving their salary:
 - 1. 26 pays, to be paid once every two weeks in compliance with IRS Rules.
 - 2. 21 pays, to be paid once every two weeks.
- I. Teachers shall be compensated at the mileage rate established by the District for all employees of the school district for the expense of operating their personal vehicle for school business.
- J. Teachers who are at the maximum step on any lane of Schedule A, Base Salary Schedule, except the BA lane, shall be paid an additional sum of \$10.00 times the number of sick leave days beyond 100 days accumulated by the teacher as of the end of the previous school year. This sum will be paid to teachers in a lump sum on the second pay date in December. Teachers who leave the district at the end of the school year and qualify for this pay shall be paid upon leaving.
- K. When a teacher is voluntarily placed in a part time position, or a shared time position that is pursuant to Article 27, the experience that they accrue in that position shall be pro-rated for the purpose of placement on the salary schedule. For example, if a teacher at a salary step less than the maximum of their column opts for a half-time position, the following year that teacher shall be paid at a rate half way between the step they were on and the step they would have moved to had they been in a full-time position. This does not apply to teachers who are placed in a part-time position involuntarily.
- L. 403(b) Plans:

The District and the Association recognize the importance of each employee pursuing an active retirement savings program and in providing sound investment alternatives to assist them in achieving their retirement savings goal. The District and the Association will work together to implement an IRS approved 403(b) Plan Program. This program shall include an IRS

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

Additionally, the Plan Document shall allow for:

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

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

- M. The parties agree to continue meeting on a regular basis in order to discuss or otherwise address ongoing financial concerns within the District.

ARTICLE 24 - GRIEVANCE PROCEDURE

- A. A claim by a teacher or the Association that there has been a violation, misinterpretation or misapplication of any provision of this Agreement may be processed as a grievance as hereinafter provided.
- B. In the event that a teacher or agent of the Association believes there is a basis for a grievance, he/she shall first discuss the alleged grievance with his/her building principal either personally, or accompanied by his Association Representative.
- C. If, as a result of the informal discussion with the building principal a grievance still exists, he/she may invoke the formal grievance procedure on the form set forth in annexed Appendix D, signed by the grievant and a representative of the Association, which form shall be available from the Association Representative in each building. A copy of the grievance form must be delivered to the principal within 20 school days of the date of the incident giving rise to the grievance occurred or the date the facts forming the basis of the grievance became apparent and recognizable to a reasonably prudent person exercising ordinary care and diligence in pursuit of his business interests or union affairs if filed by the Association. If the grievance involved more than one school building, it may be filed with the Superintendent or a representative designated by him/her.
- D. Within three school days of receipt of the grievance, the principal shall meet with the Association's representatives in an effort to resolve the grievance. The principal shall indicate his/her disposition of the grievance in writing within three school days of such meeting, to the Association.
- E. If the Association is not satisfied with the disposition of the grievance, or if no disposition has been made within three school days of such meeting, the grievance shall be appealed within four school days by the Association to the Superintendent and the Secretary of the Board.
- F. Within four school days the Superintendent or his/her designee shall meet with the Association's Representative on the grievance and shall indicate his/her disposition of the grievance in writing within seven school days of such meeting to the Association. If no disposition has been made to the Association within seven school days of such meeting, the relief sought by the Association shall be granted.
- G. If the Association is not satisfied with the disposition of the grievance by the Superintendent or his/her designee, the Association may submit the grievance to binding arbitration before an impartial arbitrator by filing a demand for arbitration with the American Arbitration Association within 30 school days from the date of the disposition of the Superintendent or his/her designee.
- H. The arbitrator shall be selected according to the rules and procedures of the American Arbitration Association that shall likewise govern the conduct of the hearing. The District and the Association shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to, or subtract from the terms of the Agreement.

- I. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction. The parties shall share the fees and expenses of the arbitrator equally.
- J. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, the parties shall use their best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.
- K. Notwithstanding the expiration of this Agreement, any grievance arising within its term of effectiveness may be processed through the grievance procedure until resolution.
- L. If an individual teacher has a grievance that he/she desires to discuss with a supervisor, he/she is free to do so without recourse to the grievance procedure. However, no formal grievance shall be processed without sanction of the Association, nor shall any disposition be inconsistent with the terms of this Agreement. In the administration of the grievance procedure, the interest of the teachers shall be the sole responsibility of the Association.
- M. Teachers who are necessary participants in an arbitration hearing as an Association Representative or witness in the proceedings shall be released from duty without loss of pay for the time necessary to represent or testify as the case may be, provided the hearing is held in district facilities and no more than eight teachers are afforded release time at the same time.

ARTICLE 25 - NEGOTIATION PROCEDURES

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

- F. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals and make concessions in the course of negotiations. Both parties agree to submit the final agreement for ratification to the appropriate governing bodies on the same calendar date. After ratification by both parties, their representatives shall attach their signatures to the ratified agreement.
- G. There shall be three signed copies for purposes of record: One retained by the District, one by the Association, and one by the Superintendent.

ARTICLE 26 - MISCELLANEOUS PROVISIONS

- A. This Agreement shall constitute the full and complete commitment between both parties and may be altered, changed, added to, deleted from, or modified, only through the voluntary, mutual consent of the parties in written and signed amendment to this Agreement.
- B. Any individual contract between the District and an individual teacher heretofore executed shall be subject to and consistent with the terms and conditions in this Agreement. If an individual contract contains any language inconsistent with the Agreement, this Agreement during its duration shall be controlling. Upon employment by the District, each new teacher shall be given a copy of the Master Agreement between the District and the Association. Signing of the individual contract of employment by the teacher shall constitute agreement with the proper placement on the salary schedule provided that corrections may be made at any time during the term of that contract consistent with the information supplied to the administration upon signing.
- C. This Agreement shall supersede any rules, regulations or practices of the District which shall be contrary to or inconsistent with its terms.
- D. If any provision of this Agreement or any application of this Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. Such specific provision or application shall be subject to renegotiation upon the demand of either party. Implementation of any and all State laws with respect to hours, wages or any terms or conditions of employment of Association members shall be subject to the provisions of Article 23 (Professional Compensation). The intent of this provision is not to initiate an automatic re-opening of the contract but to retain the right to bargain regarding any changes in the law which effect the parties.
- E. The District shall furnish electronic copies of this Agreement entitled "Master Agreement between the Hartland Consolidated School District and the HEA/MEA/NEA" to all teachers employed by the District.
- F. The District shall provide a staff directory with names, addresses, and phone numbers (unless the staff member requests an unlisted number) for each teacher as early as possible in the fall of each year.

ARTICLE 27 - JOB SHARING

- A. With the approval of the District, two teachers may at their option, agree to share a position that otherwise would be performed by a single bargaining unit member. A maximum of five full-time positions for the purpose of job sharing may be made available. During the period of sharing a position, the teachers shall retain all rights of other teachers not sharing positions unless those rights are specifically altered in this Article.
- B. All teachers electing to participate in a job sharing position shall receive salary as described in Article 23, paragraph K, and insurance benefits as described in Article 22, Paragraph L. The teacher participating in job sharing shall receive pro-rated business days and sick days.
- C. It shall be the responsibility of the teachers involved in a shared position to arrange for meeting their responsibilities with respect to parent/teacher conferences, attendance at teacher meetings and in-service activities with their building principal.
- D. By May 1, teachers shall notify the District of their interest in applying for a shared position or continuing a current shared position for the following school year. The District will respond no later than June 1 to all requests for shared positions. Job sharing positions shall terminate at the end of each school year, if indicated in writing by either teacher involved.
- E. Teachers sharing a position may, with the approval of their building principal, agree to substitute for one another at no pay, in which event there will be no deduction in sick leave or business leave for the absent teacher.
- F. Prior to the layoff of any association member, the District shall consider opportunities to use job sharing to reduce or eliminate the layoffs.

ARTICLE 28 - DURATION OF AGREEMENT

This Agreement shall be effective as of August 16, 2018 and shall continue in effect until June 30, 2021.

The parties agree that either party may cancel the third year of this Agreement by providing written notice to the other party on or before February 1, 2020. Such notice will effectively create a new end date for this Agreement of June 30, 2020. In the event that either party elects to cancel the third year of this agreement, bargaining for a successor agreement must begin on or before March 1, 2020.

This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated or otherwise pursuant to the cancellation language above.

**HARTLAND EDUCATION ASSOCIATION,
MEA/NEA**

By: Kim Evans
HEA Representative

By: Scott M. Whitten
HEA Representative

**HARTLAND CONSOLIDATED SCHOOLS'
BOARD OF EDUCATION**

By: [Signature]
Board President

By: [Signature]
Superintendent

APPENDIX A
SALARY

I. Salary Schedule (Schedule A)

BASE SALARY SCHEDULE							
SCHEDULE	01	02	04	05	06	07	08
Years/Step	BA	BA+10	BA+20	BA+30/ MA	MA+15	MA+30	MA+45/ SPC
1	\$40,178	\$41,517	\$42,901	\$44,331	\$46,547	\$48,875	\$51,319
2	\$42,187	\$43,593	\$45,046	\$46,547	\$48,875	\$51,319	\$53,885
3	\$44,296	\$45,773	\$47,298	\$48,875	\$51,319	\$53,885	\$56,579
4	\$46,511	\$48,061	\$49,663	\$51,319	\$53,885	\$56,579	\$59,408
5	\$48,836	\$50,464	\$52,146	\$53,885	\$56,579	\$59,408	\$62,378
6		\$52,987	\$54,754	\$56,579	\$59,408	\$62,378	\$65,497
7		\$55,637	\$57,491	\$59,408	\$62,378	\$65,497	\$68,772
8		\$58,419	\$60,366	\$62,378	\$65,497	\$68,772	\$72,210
9		\$61,340	\$63,384	\$65,497	\$68,772	\$72,210	\$75,821
10		\$64,407	\$66,553	\$68,772	\$72,210	\$75,821	\$79,612
11				\$72,210	\$75,821	\$79,612	\$83,593

The construction of the salary schedule (which will be kept intact as steps, lane changes, and potential on-schedule raises are applied) is as follows:

1. Any on-schedule raise will be calculated by applying the previous year's BA step one and then rounding to the nearest penny. The following calculations will then be applied to develop the rest of the salary schedule, and rounded to the nearest dollar.
2. There is a 5% increase between each experience step.
3. There is a 3.33% increase between the first three lane changes: BA to BA 10, BA 10 to BA 20, and BA 20 to BA 30 / MA. There is a 5% increase between each of the following lanes: MA to MA 15, MA 15 to MA 30, and MA 30 to MA 45 / SP.

II. Schedule A Percentage Increase Formula

Schedule A Percentage Increase Formula			
		Additional Salary Schedule Percentage per New Student	
<i>Foundation Allowance (FA) Increase Range</i>	<i>Base Percentage Increase</i>	<i>Intent</i>	<i>Formula</i>
Less than 0%	0%	No additional percentage	N/A
0% or above	60% of FA	Per student increment will be 0.002	0.002 per new student

Per pupil funding, for the purposes of this agreement is defined as the per pupil foundation allowance, whether that money is allocated through the present current legislative method, including other unrestricted funds that are or can be calculated on a per-pupil basis or through any other monies that represent the foundation allowance grant.

1. **Base Schedule A Percentage Increase.** For other than negative foundation allowance changes, the base Schedule A percentage increase shall be 60% of the percentage increase in foundation allowance. For negative foundation allowance changes the base Schedule A percentage increase shall be zero.
2. **Additional Schedule A Percentage Increase.** For foundation allowance increases 0% and above, the additional Schedule A percentage increase shall be determined by multiplying the number of new students by 0.002. The number of new students will be determined based on the difference between the current year fall student count and the prior year fall student count.
3. **Total Schedule A Percentage Increase.** The base Schedule A percentage increase and the additional Schedule A percentage increase represent the total Schedule A percentage increase.
4. Funds derived from the above formula will initially be applied to cover the costs of all step, lane, and longevity advancements. The Association may elect to have remaining funds applied as an on-schedule raise.
5. The Association may also elect to “carry-over” these remaining funds to the following year in order to apply them to the costs of step, lane, and longevity advancements at that time.
6. If, after the total Schedule A percentage increase formula has been calculated, it is determined that the total funds derived will be insufficient to cover the full costs of step, lane, and longevity advancements, the parties agree to meet and discuss alternative methods for covering this shortfall. If an alternative method for covering this shortfall cannot be agreed upon, the parties agree that the shortfall will be covered by a reduction of those monies the bargaining unit members receive via health insurance cash-in-lieu payments.

Should cash-in-lieu payments be reduced in order to cover a shortfall in the funds derived from the Schedule A percentage increase formula (as described above), health insurance cash-in-lieu payments for the remainder of this contract will remain at this reduced amount.

7. Because the fall student count is needed to complete the calculations in this section, any potential increases to Schedule A will not be determined by the first day of school. However, any adjustments to Schedule A will be implemented within a reasonable time after such adjustments have been determined.
8. For the duration of this agreement, should the District expect its current year unaudited June 30 General Fund (not including Athletics) fund balance to be above 9% as of August 15 of the subsequent year, the Association may elect to have the District disburse a one-time off-schedule bonus payable in August. The total amount of any such bonus, which will be divided equitably among all bargaining unit members, will be capped at an amount that is equivalent to that year's total funds derived from the Schedule A percentage increase formula, less any on-schedule funds already applied. Eligibility for this disbursement is governed by the Association.
9. Prior to February 1 of the current school year, if it is projected that the District's General Fund fund balance will fall below 5% of expenditures (not including Athletic Fund), a wage concession will be required. The amount of the concession will be that amount required to maintain the projected General Fund fund balance at 5%.
10. The salary schedule shall not be reduced. When possible, the give back amount shall be deducted from the employee's salary through a qualified pre-tax option.
11. Any concessions must be recoverable in the current fiscal year.

III. Lane Reduction

For teachers hired after June 30, 1997, the MA+45/Spec lane of the salary schedule will not be available. This shall not limit the availability of this lane for those on the teachers' seniority list before June 30, 1997. It is understood that this topic shall be a subject of bargaining in the future.

IV. Longevity

For the duration of this contract:

1. Teachers with 15 years of service to the Hartland Consolidated School District will receive an additional \$1,083.
2. Teachers with 20 years of service to the Hartland Consolidated School District will receive an additional \$2,166.
3. Teachers with 25 years of service to the Hartland Consolidated School District will receive an additional \$4,333.
4. Longevity will be paid as a lump sum on the first pay date after the end of first semester.

V. Retirement Bonus

Retiring teachers eligible to retire under the State Retirement System shall receive a retirement allowance equal to the number of years of service to the Hartland Consolidated School District multiplied by \$86.65.

APPENDIX A1 - SALARY INFORMATION

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

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

- D. An unofficial transcript must be on file at the Central Office as evidence of successful completion of graduate hours. An official transcript that verifies the credit must be on file as soon as possible thereafter.
- E. The Superintendent, prior to enrollment in the course, may approve college or university credit for other than graduate courses. A committee of Association members and administration may review the course and make a recommendation to the Superintendent.

APPENDIX B - EXTRA DUTY ASSIGNMENTS

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

The following shall be the schedule for unit members performing duties as indicated:

1. Athletics

Revised 6-14-17

A. Sport	High School		Middle School	
	Varsity	Asst. Varsity		
Baseball	9%	7%		
Basketball	11%	8%	6%	
Cross Country	5.5%		3%	
Football	11%	8%		
Golf	6.5%	4%		
Ice Hockey	11%	7%		
Skiing	5.5%			
Soccer	9%	7%	6%	
Softball	9%	7%	3%	
Tennis	9%	7%		
Track	9%	7%	6%	
Volleyball	11%	7%	3%	
Wrestling	11%	8%	3%	
Gymnastics	4%	3%		
	Varsity	J. Varsity	Freshman	MS.
Cheerleading				
Fall	4%	3%	3%	2%
Winter	9%	8%	8%	3%
Pom				
Fall	4%			
Winter	4%			2%
	HHS	HMS	ELEMENTARY	
Intramurals	3%	3%	3%	

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

- C. Upon request of the employee, payment shall be made in a manner which will minimize the deduction for income tax purposes, provided it is within the capabilities of the data processing system and legally permissible.
- D. It shall be the responsibility of the athletic director to provide a complete job description for each coach and Association two weeks prior to the opening of that sport season. The job description shall include a list of the rules and regulations for the Hartland Athletic Department, expected duties and responsibilities of the coach and a complete schedule for availability of practice facilities and athletic contests.
- E. Approved summer programs will be compensated at \$150.00 per coach and will be paid at the conclusion of the program. The description for each approved summer program shall be provided to the coach involved and included in the job description for the coach's position if the summer program is mandatory.

2. Athletic-Related Positions

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

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

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

3. Co-Curricular Activities

Activity	Percentage			Revised 6-14-17
Debate	2% (Assistant 1.5%)			
Quiz Bowl (HS,MS,FIS)	5% (Assistant 3%)			
Forensics	2% (Assistant 1.5%)			
Mock Trial	2%			
Hartland Art Show Director (2 HS, MS, FIS, each elementary) One show per year per building	.5% per show			
Science Olympiad (1HS, 1MS)	2%			
Science Fair (1 each elementary, 1 MS)	2%			
Social Studies Olympiad	2%			
Optimists' Oratorical Contest (1)	2%			
Safety Patrol Coordinator	2%			
Student Council Sponsor - HS	6%			
Student Activities Coordinator – HS	6%			
Student Council 7/8	8%			
Sponsors of clubs authorized by the district, including, but not limited to: Spanish, French, German, Drama, Varsity, DECA, Auto, High School Yearbook, High School Newspaper, FCCLA	1%			
DECA Competition Leader	2%			
FIS 5/6 Student Activities Coordinator	8%			
Outdoor Education Coordinator	2.5% + F			
FIS Lego League	3% (Assistant 1%)			
Link Coordinator	3%			
	High School		Middle School	
Dramatics	1 play at 5% 1 musical at 10%		5% per play, Maximum of 3	
	High School		MS	Elementary
Instrumental Music	10%		7%	4%
Instrumental Music Asst. Director	3%			
After school practices, concerts, festivals, football and basketball games, graduation, summer camp, marching band				
	High School		Middle School	
National Honor Society	1%		.5%	
	Seniors	Juniors	Sophomores	Freshman
Class Sponsors (2 each)	5%	4%	3%	3%

- A. Percentages are based on the number of years sponsoring or teaching the designated co-curricular activity in the Hartland Consolidated Schools, applied to the base level of the BA lane (first year through five years on the BA lane, and succeeding years on the BA+10 lane).
- B. The percentages are to be paid in addition to the teacher's contracted salary at the end of the Schedule B season or at the end of the year if the position is a yearlong position.

- C. Music instructor, vocal and/or instrumental, will be paid 0.4% of BA 1 for each concert upon authorization from principal. Music instructor, vocal and/or instrumental, will be paid 0.1% of BA 1 each time he/she accompanies a group to any event authorized by the building principal. All activities must take place outside the usual workday in order to qualify for payment. These stipends will be paid only to staff not included in the Co-Curricular Activities chart in Appendix B, Section II.
- D. Each teacher who participates in the outdoor education program will be compensated as follows:
 - 0.12% of BA 1 per evening
 - 0.20% of BA 1 per overnight
- E. Other approved activities not otherwise compensated shall receive 0.07% of BA 1 per night. All dances shall have a minimum of four sponsors.
- F. Quiz Bowl stipends are paid per season, for a total of two seasons per school year.
- G. Art Show – the actual event must take place outside of the usual workday in order to qualify for payment.
- H. All co-curricular stipends are paid per position unless specifically noted. If more than one staff member agrees to share a position, the stipend is divided accordingly.

4. School Improvement

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

APPENDIX C - MISCELLANEOUS

1. Professional Development

- A. The first scheduled teacher workday will be district organized and shall be devoted to district wide initiatives and group meetings. On Professional Development Days, the reporting times for all teachers shall be 8:00 a.m. – 3:00 p.m.

Common PD Schedule:

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

12:00 p.m. – 1:00 p.m. = Lunch

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

Participation is required.

- B. If a teacher is choosing to use the PD schedule for renewal of the Professional or Occupational Certificate, they shall be responsible for recording professional development hours towards the renewal. The process shall be:

1. Teachers will annually maintain the Michigan department of Education Experienced Teachers “Annual Record of Professional Development” document.
2. Before leaving for the summer (last day of school), teachers will submit the completed form to the building principal for verification.
3. The building principal will verify the PD record and forward one copy to the teachers and one copy to the personnel file.

- C. Teachers holding Professional and Occupational Certificates have an opportunity to renew through professional development in accordance to the Teacher Certification Code (MCL 390.1132(c) and 390.1135(1)(c) and obtain reimbursement for this renewal through the following process:

1. Purchase certificate renewal through the Michigan Department of Education.
2. Print a receipt for the renewal fee and submit it to the Office of Personnel and Student Services for verification of 150 hours of recorded PD (Annual Record of Professional Development forms in Personnel File).
3. Assistant Superintendent of Personnel & Student Services will complete a reimbursement request upon verification.

2. Compensatory Time

- A. Each teacher shall be credited with two ½ (one half) compensatory days per school year for the purpose of curriculum/professional development. The teacher shall do the scheduling of the curriculum/professional development days. The content of the professional development time shall include activities beyond daily normal classroom duties which directly affect student performance.

Such activities include, but are not limited to:

1. planning and preparing for activities such as the following: instruction which is new to the curriculum, new strategies and practices, or instruction relating to training received;
2. upgrading of professional skills;
3. other professional development activities with prior approval of the Assistant Superintendent of Personnel and Student Services.

B. The scheduling of the compensatory day shall be pursuant to Article 16. Each employee taking a curriculum compensatory day shall fill out a form developed by both parties.

3. Arranging a Personal Teacher/Parent Meeting

In the event it becomes necessary for a teacher to confer with any parent, the teacher shall make contact with that parent suggesting a personal meeting be arranged.

4. Teacher Record Days

- A. Teacher records days shall be devoted to teacher work on grading of student work and the compilation of student records. Within this context, the use and location of this time shall be at the discretion of the teacher.
- B. No records or report letters for either semester will be due until after the records day for that semester.

5. Teacher's First Day to Report

In addition to the first scheduled Teacher workday, all Teachers are required to work one day prior to the first student day but no earlier than August 1st.

6. Rescheduled Instruction Days

Student instruction days to be rescheduled pursuant to the provisions of Article 21, Paragraph D. shall be rescheduled on the next available weekday date after the last scheduled student day unless otherwise mutually agreed between the parties.

7. District Calendar

2018-2019 School Calendar																			
Draft 7/11/18																			
6 T 3 S					19 T 19 S					23 T 23 S					19 T 19 S				
August 2018					September 2018					October 2018					November 2018				
M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F
		1	2	3	3	4	5	6	7	1	2	3	4	5				1	2
					DPD									DPD					DPD
6	7	8	9	10	10	11	12	13	14	8	9	10	11	12	5	6	7	8	9
									DPD					DPD					TW
13	14	15	16	17	17	18	19	20	21	15	16	17	18	19	12	13	14	15	16
									TO					TO					TO
20	21	22	23	24	24	25	26	27	28	22	23	24	25	26	19	20	21	22	23
	NTO			DPD					TR					DPD					
27	28	29	30	31						29	30	31			26	27	28	29	30
Bkfst	1stD																		DPD
13 T 13 S					21 T 20 S					20 T 19 S					16 T 16 S				
December 2018					January 2019					February 2019					March 2019				
M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F
3	4	5	6	7		1	2	3	4					1					1
				DPD					TR					DPD					DPD
10	11	12	13	14	7	8	9	10	11	4	5	6	7	8	4	5	6	7	8
				TR					TW					DPD					DPD
17	18	19	20	21	14	15	16	17	18	11	12	13	14	15	11	12	13	14	15
					HS exams				Rec D					TR					TO
24	25	26	27	28	21	22	23	24	25	18	19	20	21	22	18	19	20	21	22
					MLK				DPD					TO / DPD					TR
31					28	29	30	31		25	26	27	28		25	26	27	28	29
21 T 21 S					22 T 22 S					5 T 5 S					No Student/Staff Records - No Students DPD - No Students Half Day -all students Holiday Early Release Friday= 32 TO = Teacher Option 6 TW = Teacher Work time 4 TR = Teacher Release 6 DPD = District PD 16 180 Student days Sem 1 = 89 Sem 2 = 91 185 Teacher Work Days				
April 2019					May 2019					June 2019									
M	T	W	T	F	M	T	W	T	F	M	T	W	T	F					
1	2	3	4	5			1	2	3	3	4	5	6	7					
				DPD					DPD					HS Exams					
8	9	10	11	12	6	7	8	9	10	10	11	12	13	14					
	SAT			TW					OPD										
15	16	17	18	19	13	14	15	16	17	17	18	19	20	21					
				G.F.					TO										
22	23	24	25	26	20	21	22	23	24	24	25	26	27	28					
				TO					TR										
29	30				27	28	29	30	31										
					MEM				TW										

* 8/21 New Teacher Orientation (NTO) does not count as a teacher work day.
 * 6 Teacher Work Hours (4 hours for conferences + 2 hours for open house) = 1 day
 * 34 hours of PD (25 District & 9 Teacher Option)

APPENDIX D - GRIEVANCE REPORT FORM

Distribution:

Grievance # _____
Hartland Consolidated School District

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

Submit in Duplicate to Principal

Building	Assignment	Name of Grievant	Date Filed

STEP I

A. Date cause of grievance occurred _____

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

2. Relief sought _____

Signature

Date

C. Disposition by Principal _____

Signature

Date

D. Position of Grievant and/or Association _____

Signature

Date

STEP II

A. Date received by Superintendent or Designee _____

B. Disposition of Superintendent or Designee _____

Signature

Date

C. Position of Grievant and/or Association _____

Signature

Date

STEP III

A. Date submitted to Arbitration _____

B. Disposition of Arbitrator _____

Signature of Arbitrator

Date of Decision

NOTE: All provisions of Article 24 of the Agreement will be strictly observed in the settlement of grievances. If additional space is needed in reporting Section B1 and 2 of Step I, attach an additional sheet.

EXHIBIT 1 - Memorandum of Understanding: Health Care Consortium

MEMORANDUM OF UNDERSTANDING
Between
HARTLAND CONSOLIDATED SCHOOLS and
HARTLAND EDUCATION ASSOCIATION
October 4, 2017

Re: Financial cost of joining the Livingston County Health Care Consortium

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

1. The parties recognize the intention of joining the consortium is to lower medical premiums for employees while avoiding any additional cost to the district.
 - Therefore, if the governing board of the consortium changes the benefit levels of Pak B and/or additional unforeseen consortium fees increase costs after initial implementation, the district may pass the additional costs on to employees. If the school district does decide to pass on the additional cost, the parties shall meet to determine how the additional expense will be covered.

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

This agreement shall expire concurrently with the Health Plan Purchasing Consortium Agreement on December 31, 2020.


The Board

Date 11-3-17


The Association

Date 10-5-2017