

AGREEMENT

BETWEEN THE

HILLMAN BOARD OF EDUCATION

AND THE

NORTHERN MICHIGAN EDUCATION ASSOCIATION

HEA/NMEA/MEA,NEA

~~~~~

**AUGUST 31, 2008 TO AUGUST 31, 2010**

## TABLE OF CONTENTS

|                                                                                        |    |
|----------------------------------------------------------------------------------------|----|
| PURPOSE AND INTENT.....                                                                | 1  |
| ARTICLE I RECOGNITION .....                                                            | 2  |
| ARTICLE II MANAGEMENT RIGHTS .....                                                     | 3  |
| ARTICLE III ASSOCIATION AND TEACHER RIGHTS .....                                       | 4  |
| ARTICLE IV AGENCY SHOP PROVISIONS .....                                                | 5  |
| ARTICLE V PROTECTION OF TEACHERS .....                                                 | 8  |
| ARTICLE VI GRIEVANCE PROCEDURE .....                                                   | 10 |
| ARTICLE VII TEACHING HOURS AND LOAD .....                                              | 13 |
| ARTICLE VIII TEACHING CONDITIONS .....                                                 | 15 |
| ARTICLE IX TEACHER EVALUATION .....                                                    | 17 |
| ARTICLE X VACANCIES, PROMOTIONS, TRANSFERS AND<br>ASSIGNMENTS.....                     | 19 |
| ARTICLE XI LAYOFF AND RECALL PROCEDURE .....                                           | 21 |
| ARTICLE XII SITE-BASED DECISION MAKING .....                                           | 23 |
| ARTICLE XIII MEDICALLY FRAGILE STUDENTS .....                                          | 25 |
| ARTICLE XIV ANNEXATION, CONSOLIDATION OR OTHER<br>REORGANIZATION OF THE DISTRICT ..... | 26 |
| ARTICLE XV PROFESSIONAL COMPENSATION .....                                             | 27 |
| ARTICLE XVI INSURANCE PROTECTION .....                                                 | 30 |
| ARTICLE XVII MENTOR TEACHERS .....                                                     | 32 |
| ARTICLE XVIII EARLY RETIREMENT INCENTIVE .....                                         | 34 |
| ARTICLE XIX SICK LEAVE AND PERSONAL LEAVE .....                                        | 35 |
| ARTICLE XX LEAVE OF ABSENCE .....                                                      | 38 |
| ARTICLE XXI SCHOOL CALENDAR.....                                                       | 41 |
| ARTICLE XXII NEGOTIATION PROCEDURES AND EXTENT OF AGREEMENT<br>.....                   | 42 |
| ARTICLE XXIII DURATION OF AGREEMENT .....                                              | 43 |
| APPENDIX A SALARY SCHEDULES.....                                                       | 44 |
| APPENDIX B EXTRA DUTY .....                                                            | 45 |
| APPENDIX C CALENDARS .....                                                             | 46 |
| APPENDIX D TEACHER EVALUATION FORMS .....                                              | 48 |
| APPENDIX E PERSONAL BUSINESS DAYS ABSENCE FORM .....                                   | 52 |

This Agreement by and between the Board of Education, Hillman Community Schools (hereinafter called the "Employer") and the Northern Michigan Education Association, MEA/NEA (hereinafter called the "Association").

#### PURPOSE AND INTENT

The Employer and the Association recognize that the primary goal of the Employer and its Teachers is to provide quality education for the children of the District. This Agreement was reached after the parties bargained in good faith with respect to wages, hours, and conditions of employment, and sets forth terms and conditions of employment that foster attainment of this goal.

DRAFT

ARTICLE I  
RECOGNITION

A. The Employer recognizes the Association as the exclusive representative, as defined in Section 11 of Act 379, Public Acts of 1965 as amended, for all of the individuals in the collective bargaining unit set forth below:

All certified teaching personnel, media specialists, counselors and other certified professional staff of the Hillman Community Schools, EXCLUDING administrative, supervisory and executive personnel, substitutes, athletic director, aides, certified personnel employed in non-teaching positions, and all other non-professional employees.

The term "Teacher" when used in this Agreement shall refer to all individuals represented in the bargaining unit as above defined.

B. Nothing contained herein shall prevent the Employer from modifying, revising, combining, or eliminating any position in this Article pursuant to the conditions of this Agreement.

**ARTICLE II**  
**MANAGEMENT RIGHTS**

The Board of Education, on its own behalf and on the behalf of the school district, hereby retains and reserves unto itself in accordance with applicable laws, regulations and this contract; all powers, rights and authority, conferred and vested in it by the laws and Constitution of the State of Michigan and of the United States, including but without limiting the generality of the foregoing, the right:

- A. To the executive management and administrative control of the school system and its properties and the facilities and the activities of its employees in their professional employment.
- B. Continue its rights and responsibilities for the hiring, assignment and direction of work of employees covered by this Agreement. Continue to determine qualifications of all employees and the conditions for the continued employment or their dismissal or demotion; and to promote, and transfer all such employees. Any such transfer shall be in agreement with any other provisions related to transfer within this Agreement.
- C. Determine the hours and starting times and scheduling of all the foregoing, but not in conflict with specific provisions of this Agreement. If new state requirements regarding work hours and/or day are in conflict with the provisions of this Agreement and the state requirements do not specify details of new work hours and/or days, changes will be subject to negotiations between the Association and the Employer.
- D. Determine the services, supplies and equipment necessary to continue general school operation and to determine the methods, schedules and standard of operation, the means, methods, and processes of carrying on the general school operations. Association representatives will be consulted when advisable.
- E. Determine the number and location or relocation of all school facilities.
- F. Determine the placement of operations, service and the source of materials and supplies.
- G. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.

ARTICLE III  
ASSOCIATION AND TEACHER RIGHTS

A. Teachers covered by this Agreement have the right to organize, join and support the Association for the purpose of engaging in collective bargaining and other lawful concerted activities. The Employer agrees that it will not deprive any Teacher of their rights under any laws of constitutions of the State of Michigan or the United States, and that it will not discriminate against any employee by reason of their membership in the Association, their participation in any lawful concerted activities of the Association or their institution of any grievance, complaint, or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B. The political activities and private life of Teachers shall not be grounds for any discipline or discrimination with respect to their employment, as long as their actions do not interfere with their ability to perform their assigned jobs.

C. The Association and its members shall have the right to use the Employer's premises during and outside of regular school hours for Association meetings in accordance with the Employer's normal scheduling practices.

D. Association representatives shall be permitted to transact Association business on school property. Any organized transaction of Association business during regular hours must be with the approval of the building principal, providing that this business shall not interfere with or interrupt normal school operations.

E. The Employer agrees to furnish to the Association in response to reasonable requests all available information concerning the financial resources of the District, tentative budgetary requirements and allocations and such other information as will assist the Association in representing members of the bargaining unit.

F. The Association's Negotiation Committee shall be provided with a complete list of the teaching staff, their degree or approved credit hours, their teaching experience and current salary. Extra duty pay shall be itemized. This information shall be provided by no later than October 1st of each year.

G. Upon appropriate written authorization from an Employee, the Board shall deduct from the salary of any such Employee and make appropriate remittance for MEA Financial Services programs, MESSA programs not fully employer-paid or credit union.

ARTICLE IV  
AGENCY SHOP PROVISIONS

A. Each Teacher shall, as a condition of employment, join the Association or pay to the Association a service fee pursuant to the Association's "Policy Regarding Objections to Political Ideological Expenditures" and the administrative procedures adopted pursuant to that policy. This obligation commences thirty (30) days after the execution of this Agreement, or the completion of a Teacher's first thirty (30) days of employment, whichever is later. The service fee shall not exceed the amount of yearly dues collected from Association members. Teachers who have sincere religious objections to joining or contributing to labor organizations such as the Association may satisfy the requirement of this paragraph by making a contribution in the amount of the service fee to a charitable organization mutually agreed upon between the Employer and the Association.

B. At the beginning of each school year, the Association shall provide written notification to all employees and the Employer in writing of the amount of its dues and service fees. The parties acknowledge that the amount of the service fee charged to non-members along with other required information may not be available and transmitted to non-members until mid-school year. Consequently, the parties agree that the procedures relating to the payment or non-payment of the service fee by non-members shall be activated thirty (30) days following the Association's notification to non-members of the fee for that given school year. In such event, it is understood that the employee remains obligated for the entire yearly service fee.

C. The Association's "Policy Regarding Objections to Political-Ideological Expenditures" and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to Teachers who are not members of the Association. The remedies set forth in that policy shall be exclusive, and unless and until such procedures, including any administrative or judicial review thereof, shall have been availed of and exhausted, no dispute, claim or complaint by an objecting Teacher concerning the application and interpretation of that policy shall be subject to the grievance procedure set forth in this Agreement, or to any other administrative or judicial procedure.

D. In the event that a Teacher who is not a member of the Association fails to pay a required service fee directly to the Association, or to authorize payment of the service fee through payroll deduction, the Association may request the imposition of a mandatory deduction of the service fee pursuant to MCLA 408,477. In order to invoke such a mandatory deduction, the Association shall notify the Teacher of non-compliance by certified mail, return receipt requested, a copy of which shall be provided to the Employer. The notice shall detail the facts of the non-compliance, provide the Teacher with ten (10) working days for compliance, and inform the

Teacher that a request for a wage deduction may be filed with the Employer in the event compliance is not effected. If the Teacher fails to remit the service fee or authorize a deduction for the service fee, the Association may file a written request to the Employer to make the deduction, a copy of which shall be provided to the Teacher. Upon receipt of the request for an involuntary deduction, the Employer shall provide the Teacher with an opportunity for a due process hearing limited to the question of whether or not the Teacher has remitted the service fee to the Association or authorized payroll deduction for the service fee, if the Teacher requests a hearing within five (5) working days of receipt of the involuntary deduction request. The hearing, if requested, will be held within ten (10) working days of receipt of the hearing request. The Employer agrees to impose a mandatory deduction for the service fee if it determines after the hearing that the Teacher has not paid a required service fee in an amount established by the Association or if the Teacher does not request a hearing within the five (5) working day request period. All service fees so deducted shall be promptly remitted to the Association at an address authorized for this purpose within twenty (20) days following the deduction.

E. During the term of this Agreement, the Employer agrees to deduct service fees and Association membership dues from each Teacher who executes and files with the Employer a proper check-off authorization in a form supplied by the Association. A Teacher may pay their service fee directly to the Association or may authorize payment through this payroll deduction program. A list of authorizations received shall be transmitted to the Association. All authorizations filed with the Employer shall become effective the first (1st) payroll period of the following month and each succeeding month, provided that the Teacher has sufficient net earnings to cover the amounts to be deducted. These authorizations shall continue in effect for the period of that school year, unless revoked by the Teacher. Pursuant to such authorization, the Employer shall deduct required amounts in equal payments. Amounts deducted as provided above shall be transmitted along with a list of the names, respective amounts deducted for each bargaining unit member and, if the dues, assessment, contribution and/or service fee was determined wholly or in part by a percentage formula, the wage amount used to calculate the respective dues, assessment, contribution and/or service fee. The deducted dues and service fees so deducted shall be promptly remitted to the Association at an address authorized for this purpose. If a dispute arises as to whether or not a Teacher has properly executed or properly revoked a written check-off authorization form, such deductions will be placed in escrow until the matter is resolved.

F. In the event of any action against the Board brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:

1. The Board gives timely notice of such action to the Association; and
2. The Board gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.

G. The Association agrees that in any action so defended, it will indemnify and hold harmless the Board from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Board's compliance with this Article.

DRAFT

ARTICLE V  
PROTECTION OF TEACHERS

A. The Employer recognizes its responsibilities to give reasonable support and assistance to Teachers with respect to the maintenance of control and discipline in the classroom including the securing of special counselors, social workers, law enforcement personnel, physicians or other professional persons. The primary responsibility for maintenance of classroom discipline rests with the Teacher. When disruptive behavior by students is abnormally frequent, the Teacher involved shall be counseled by the administration

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 will, as their teaching obligations will allow, promptly furnish a written statement of the full particulars of the incident to the principal or designed representative. The pupil shall not be returned to the class by the principal until after consultation with the Teacher by the principal or designed representative.

C. The Employer shall promulgate rules and regulations setting forth the procedures to be utilized in disciplining, suspending or expelling students for misbehavior. Such rules and regulations shall be distributed to students and Teachers as soon as possible after the start of each school year.

D. Any case of assault upon a Teacher during performance of any school business shall be promptly reported to the Employer or its designated representative by the Teacher involved. The Employer will provide legal counsel to advise the Teacher of his rights and obligations with respect to such assault and shall promptly render all reasonable assistance to the Teacher in connection with handling of the incident by law enforcement and judicial authorities.

E. Any formal written complaint to an administrator or to the Employer as a whole by a parent or guardian of a student directed toward a Teacher shall be promptly called to the Teacher's attention by an administrator. No action shall be taken upon any complaint by a parent of a student directed toward a Teacher, nor shall any notice thereof be included in said Teacher's personnel file unless such matter is promptly reported in writing to the Teacher concerned. A written rebuttal may be placed in the file by said Teacher.

F. A written statement by the Employer concerning disciplinary alternatives for students shall be publicized to all Teachers.

G. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property, but shall not be individually liable, except in the case

of gross negligence or gross neglect of duty, for any damage or loss to person or property.

H. Each Teacher shall have the right upon request to review the contents of their own personnel file. A representative of the Association may be requested to accompany the Teacher in such review.

I. A Teacher shall at all times upon request be entitled to have present a representative of the Association when they are being reprimanded, warned, or disciplined for any infraction of discipline or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the Teacher until such representative of the Association is present. Provided it does not cause a delay or more than three (3) school days.

J. Teachers hired in positions eligible for tenure shall be probationary Teachers for the first four (4) years of their employment with the District, provided, however, that Teachers who had previously achieved tenure with another district shall only be in a probationary status for a period of up to two (2) years

K. A Teacher shall not be disciplined, discharged, or demoted without just cause. For purposes of this section, a determination not to renew a Teacher's individual contract is not discipline, discharge or demotion of that individual. "Dismissal of a probationary Teacher at any time other than at the end of the school year shall be subject to the grievance procedure.

L. A student's grades will not be changed without notifying the Teacher.

ARTICLE VI  
GRIEVANCE PROCEDURE

A. A grievance shall be a claim by a Teacher or the Association of an alleged violation of the expressed written terms of this contract or written Board policy directly affecting hours, wages, or terms and conditions of employment.

The following matters shall not be the subject of a grievance:

1. Areas in which the Tenure Act provides a remedy.
2. Termination of Extra Duty Assignments.

The following matters shall not be appealed to arbitration:

1. The termination of services of or failure to re-employ any probationary Teachers.
2. Subjective content of a Teacher's evaluation.

B. The Association shall designate three (3) representatives to handle grievances when requested by the grievant. The Employer designates the principal of each building to act as its representative at Level One and the Superintendent or designated representative to act at Level Two.

C. The term "days" as used herein for grievances means days in which school is in session, or when school is not in session the term "days" shall mean weekdays (Monday-Friday).

D. Written grievances as required herein shall contain the following:

1. It shall be signed by the Association or grievant(s).
2. It shall be specific.
3. It shall contain a synopsis of the facts giving rise to the alleged violation.
4. It shall cite the section or subsections of this contract (or the written board policy) alleged to have been violated.
5. It shall contain the date of the alleged violation.
6. It shall specify the relief requested.

Any written grievance not substantially in accordance with the above requirements may be rejected as improper. Such a rejection shall not extend the limitations hereinafter set forth.

E. All preparation, filing presentation or consideration of grievances shall be held at times other than when a Teacher or participating Association representative are to be at their assigned duty stations.

F. All grievances shall be handled in the following manner:

Level One - A Teacher with a complaint shall within five (5) days from the occurrence of the events giving rise to the complaint, or within five (5) days of discovery of the events giving rise to the complaint, discuss the matter with the building principal, or designated representative. If no resolution is obtained within three (3) days of the discussion, the Teacher shall reduce the grievance to writing and proceed within five (5) days of said discussion to present the written grievance to the principal. Within five (5) days of receipt of the grievance the principal shall render a decision in writing. If no decision is rendered within five (5) days of the receipt of the grievance, or the decision is unsatisfactory, the grievance may be appealed to Level Two by filing a written request with the Superintendent within five (5) days of the date of the decision or the date the decision was due.

Level Two - Within five (5) days of receipt of the grievance, the Superintendent or designated representative, shall arrange a meeting with the grievant and/or the designated Association representative at the option of the grievant to discuss the grievance. Within five (5) days of the discussion, the Superintendent, or designated representative, shall render a decision in writing. A copy of the decision shall be provided to the grievant, the Association Grievance Chair, and to the principal of the building in which the grievance arose. A copy of this decision shall be placed in the permanent file in the Superintendent's office. If no decision is rendered within five (5) days of the discussion, or the decision is unsatisfactory, the grievance may be appealed to the Board of Education by filing a written grievance along with the decision of the Superintendent with the officer of the Board of Education in charge of drawing up the agenda for the Board of Education's meeting not less than five (5) days prior to the next regularly scheduled Board meeting.

Level Three - Upon proper application as specified in Level Two, the Board of Education shall allow the Teacher or their Association representative an opportunity to be heard at the meeting for which the grievance was scheduled. Within two weeks from the hearing of the grievance, the Board of Education shall render its decision in writing. The Board of Education may hold future hearings therein, may designate one or more of its members to hold future hearings therein, or otherwise investigate the grievance, provided however, that in no event except with express written consent of the Association shall final determination of the grievance be made by the Board of Education more than two weeks after the initial hearing. A copy of the written decision of the Board of Education shall be provided to the grievant, the Association secretary, the Superintendent and to the principal of the building in which the grievance arose. A copy of this decision shall be placed in the permanent file in the Superintendent's office.

G. Should a Teacher fail to institute or appeal a decision within the time limits specified, all further proceedings on the grievance shall be barred and the grievance shall be considered settled on the basis of the Employer's last disposition.

H. In the event that a Teacher should leave the employ of the Employer, all further proceedings on a previously instituted grievance (except a claim involving a remedy directly benefiting the grievant or the Association regardless of employment continuation) shall be barred.

I. Arbitration - Individual Teachers shall not have the right to process a grievance to arbitration.

1. If the Association is not satisfied with the disposition of the grievance at Level Three, it may, within ten (10) days after the decision of the Board, in writing, request the appointment of an arbitrator to hear the grievance. The arbitrator shall be selected by the American Arbitration Association in accordance with its rules except each party shall have the right to strike not more than three from the list of arbitrators.
2. Neither party may raise a new defense or ground at this level not previously raised or disclosed at other written levels.
3. The arbitrator's decision shall be final and binding upon the Association, the Employer and Teachers in the bargaining unit, provided, however, that each party may have its legal remedies if the arbitrator exceeds the jurisdiction provided in this Agreement.
4. Notwithstanding the foregoing, the arbitrator shall not have the power to add to, modify, alter, or amend, or subtract from the terms of this agreement. The arbitrator shall not hear any grievance previously barred from the scope of the grievance procedure, nor question the reasonableness of Board Policy.
5. If any grievance award shall include back pay, the arbitration award shall not extend more than thirty (30) days prior to the date of the Level One conference.
6. The fees and expenses of the arbitrator shall be shared equally by the Employer and the Association. All hearing location costs shall be paid by the party requesting that the arbitration be held at a location other than available rooms at the Employer's premises. Each party shall pay the fees, expenses, wages, and any other compensation of its own witnesses, representatives and legal counsel.

ARTICLE VII  
TEACHING HOURS AND LOAD

- A. The Teacher's normal teaching hours in the school shall be as follows:
1. The school day shall be the times listed on the calendar and including fifteen (15) minutes prior to the beginning of classes and ten (10) minutes after class. In the time prior to and after classes Teachers shall make themselves available to parents, administration, and/or be performing such duties that would insure the continued operation of their assigned areas of responsibilities. Staff meeting may be held once or twice per month. Staff meetings are to begin ten (10) minutes after the ending of the school day. Meetings not to be extended one hour past student dismissal. The total amount of minutes for staff meetings will not exceed sixty (60) minutes per month.
  2. Teachers shall be on duty and in their room prior to the arrival of students in the morning and each subsequent class period.
- B. Teachers shall be entitled to a duty-free thirty (30) minute lunch period.
- C. Teachers of grades kindergarten through six shall be guaranteed daily one (1) thirty (30) continuous minutes of duty-free recesses. This recess will be in the afternoon (p.m.) if at all possible.
- D. Elementary Teachers shall use those times during which classes are receiving instruction from special area Teachers as planning time.
- E. Teachers upon request, may be allowed to leave early at the discretion of the building principal.
- F. Teachers shall be excused from contracted duties after buses depart on Homecoming and last duty day prior to a vacation period, and when students are released due to inclement weather. Secondary teachers will stay ten (10) minutes after busses leave on Friday. When a shortened student day is scheduled, Teachers will be expected to work a regular day.
- G. Each secondary Teacher shall be guaranteed not less than two hundred twenty-five (225) conference period minutes per week. Each elementary Teacher shall be guaranteed not less than two hundred forty (240) conference period minutes per week. Elementary Teacher preparation time may include recess and extended noon hour. The general purpose of this conference period is to prepare for classes, confer with parents and students, and to conduct such matters that might pertain to the performance of each Teacher's duties.

H. Each elementary Teacher shall inform the elementary office for classroom coverage if personal break time is needed during the morning session.

DRAFT

ARTICLE VIII  
TEACHING CONDITIONS

A. The Employer realizes that an appropriate pupil- teacher ratio should exist in a school system. Employer also recognizes that this appropriate ratio can fluctuate depending upon size of the classroom, Teacher aide time, time for preparation and subject matter being taught. The Employer shall strive, whenever possible, to reduce the pupil-teacher ratio. In most cases, a pupil-teacher ratio should not exceed 30 to 1 per class hour. This guideline does not apply to band, choir or physical education classes. When it appears necessary to deviate from the pupil-teacher ratio as described above, the Teacher and principal will work together to find a solution.

B. The Employer recognizes that appropriate texts, library facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials, such as lined paper, plain paper, and pencils, are the tools of the teaching profession. The parties will confer from time to time for the purpose of improving the selection and use of such educational tools and the Employer undertakes to promptly consider recommendations made by the parties. The Employer agrees at all times to keep the schools reasonably and properly equipped and maintained.

C. The Employer shall make available, if possible, in each school adequate lunchroom, restroom, and lavatory facilities exclusively for staff use and at least a room, appropriately equipped, which shall be reserved for use as a faculty lounge.

D. Telephone facilities shall be made available to Teachers for their reasonable local use.

E. Adequate parking area shall be made available to Teachers for their use during regular school hours.

F. The Employer agrees at all times to maintain an adequate list of substitute teachers. Teachers shall inform the administration before 6:30 a.m. to report unavailability for work. Once a Teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher.

G. Independent Development Plan Philosophy

An Individual Development Plan shall be established for each probationary Teacher or tenure Teachers with less than satisfactory evaluation. It shall be the intent of this plan to provide a guide by which the Teacher may develop their strength and improve in areas of need. The I.D.P. will be reviewed and adjusted

periodically with input from the Teacher, the mentor, and the administrator. The major focus of the I.D.P. is not as an evaluation instrument but rather as an instrument of professional growth. The I.D.P. process is to be a positive rather than a negative process. There will, however, be a section in the I.D.P. of suggested or needed areas of improvement which may become part of the evaluation process. The mentor Teacher role shall never be as an evaluator for the school, but rather as a facilitator in aiding the Teacher in fulfilling the I.D.P. recommendations and obligations, and also in providing professional development opportunities. It is anticipated that much of the I.D.P. will be Teacher stated needs or desires in the area of professional development and assistance.

DRAFT

ARTICLE IX  
TEACHER EVALUATION

A. The purpose of evaluating district employees is to improve the performance quality of employees. Such factors as employee's strengths and needs in job performance, recommendations for improvement, overall performance assessment, opportunity for improved job understanding, and administrator-employee expectations are incorporated within the design of the evaluation process.

B. Monitoring or observation of the work performance including software usage of a Teacher shall be conducted openly and with the full knowledge of the Teacher. The use of eavesdropping, closed circuit television, public address or audio system, and similar surveillance devices shall be strictly prohibited. The Teacher understands that computer/software usage is monitored by the Employer.

C. Evaluations shall be based upon observed performance. Each evaluation will be based on at least two classroom observations of at least 30 minutes each within the same school year and the criterion to be used shall be the observation forms presently in use in the elementary and secondary and attached to this contract as Appendix D.

Evaluations shall be based upon observed performances as well as interaction with staff, parents, and students. Each evaluation will be based on at least two (2) classroom observations of at least 30 minutes each for tenured teachers, and three (3) classroom observations of at least 30 minutes for non-tenured teachers within the same school year and the criterion to be used shall be the observation forms presently in use in the elementary and secondary and attached in this contract as Appendix D.

D. The criterion to be used shall be the observation forms in Appendix D. Any changes in the evaluation form shall be mutually agreeable.

1. There will be one form for the District.
2. The rating system will be: exceeds expectations, meets expectations, and needs improvement.
3. Whenever the evaluator marks "the exceeds" or "needs improvements" column, a narrative must be written with specific reasons explaining this mark.

E. No Teacher shall be observed during the first or last two weeks of the school year, on the day before a school holiday, or on days where special school events and/or holiday activities are scheduled.

F. Teachers shall only be evaluated by Hillman Community Schools administrators. Evaluation will be shared in written form during an evaluation conference. This evaluation conference shall follow the last observation by no more than five (5) working days.

Teachers shall be evaluated by Hillman Community Schools administrators. Evaluations will be shared in written form during an evaluation conference. After each classroom observation a post conference shall occur within five (5) working days to review the observation and make any recommendations that could help the teacher be more effective. Upon the completion of the two (2) evaluations for tenured teachers and three (3) observations for probationary teachers, a final evaluation summary of the observations will be written and reviewed with the teacher.

G. Probationary teachers shall be evaluated at least three (3) times in a school year. At least one of the evaluations must be prior to the end of the first semester and all evaluations shall be completed in writing prior to April 1. Probationary teachers must be provided with an Individual Development Plan. This Individualized Development Plan must be based on criteria in the evaluation form

H. Tenured Teachers shall be evaluated on an alphabetical rotational basis with the evaluation being based on two separate observations and completed in writing prior to April 1. Tenured teachers with less than satisfactory performance must be provided with an Individualized Development Plan.

ARTICLE X  
VACANCIES, PROMOTIONS, TRANSFERS, AND ASSIGNMENTS

A. The Employer declares its support of a policy of filling vacancies, including vacancies in supervisory positions, from within its own teaching staff, if it is in the best interest of the school district. If the Employer decides not to fill supervisory positions from within, this decision cannot be grieved.

1. Whenever a vacancy arises during the school year, the Employer shall promptly give written notice of such vacancy to the Association and also post such vacancy on the bulletin boards in the Teachers' lounge.
  - a. The vacancy will remain posted for a period of seven (7) calendar days when school is in session and twelve (12) days during mid-year recesses and will not be permanently filled until the expiration thereof.
  - b. A Teacher may apply for the vacancy during the posting period.
  - c. The Association and Employer mutually recognize that when vacancies occur during the school year it may be difficult to fill them from within the system without undue disruption of the educational program. Such vacancies may be filled without posting until the end of the current school year, at which time the positions will be considered vacant and posted.
  - d. When Schedule B vacancies occur, Teachers will receive notice of said vacancies and will be able to apply and be considered for the position.
2. Whenever vacancies occur during the summer, the following procedures shall be followed.
  - a. Teachers with specific interests in possible vacancies will notify the Superintendent of their interest in writing during the last regular week of school and shall include a summer address. These Teachers will be notified by the Employer of such vacancies.
  - b. The Employer will include all postings of vacancies in the paychecks of all Teachers and will mail such postings of vacancies to Teachers when the Teachers have deposited with the Employer self-addressed and stamped envelopes.
  - c. Teachers shall have ten (10) calendar days from the mailing of the notice to apply for the vacancy.
3. The Employer agrees to give due weight to professional background and attainment of all applicants, length of service with the Employer,

building class level, area of specialization and other relevant factors. The Employer will provide, upon request of applicants who did not fill the vacancy, written information on the degrees, certification, years of teaching experience, and subject and grade levels taught possessed by the applicant filling the vacancy. This information shall be provided within five (5) days of the request.

B. Since the frequent transfer of Teachers from one school to another is disruptive of the educational process and interferes with optimum teacher performance, the parties agree that unrequested transfers of Teachers are to be minimized and avoided whenever possible.

C. Teachers who will be affected by a change in grade assignment in the elementary school grades and by change in subject assignment in the secondary school grades will be notified and consulted by their principal as soon as practicable after a change occurs. Such changes will be voluntary to the extent possible.

D. A Teacher who shall be promoted to a supervisory position and subsequently returns to a Teacher status shall be entitled to retain such rights as they may have had under this agreement prior to such promotion to supervisory status.

ARTICLE XI  
LAYOFF AND RECALL PROCEDURE

A. No Teacher shall be laid off during the school year unless there is a substantial reduction in the number of total students enrolled in the district or there is a shortage of revenues within the district. In the event that the Employer determines it appropriate to reduce the number of Teachers in a subsequent school year, Teachers subject to lay-off shall be notified of such lay-off in writing at least thirty (30) calendar days prior to the lay-off.

B. In order to promote an orderly reduction in personnel when the program and curriculum is curtailed, the following procedures will be used:

1. Probationary employees will be laid off first according to seniority where any tenure Teacher who has acquired any seniority and whose position is curtailed is certified and qualified to perform the services of the probationary Teacher.
2. In the event tenure Teachers must be laid off, lay-off will be on the basis of seniority, certification, accreditation and qualification. Qualification is defined as:

Grades 9-12  
Grades 7-8

Major, Minor, Certification  
Certification (When the seniority of Teachers is equal, teaching experience in grades 7-8 shall determine "qualified.")

Grades K-6

Certification

3. Seniority is defined as the length of continuous service as a Teacher with the Employer. Length of service shall be counted as actual days scheduled to work. Leaves of absence granted pursuant to this contract shall be counted as days worked. In case of ties, each employee affected shall participate in a drawing to determine placement on the seniority list. The drawing shall be jointly conducted by the Association and the Employer, and shall be held at a place and time that will reasonably allow affected Teachers to be in attendance. Teachers shall flip a coin to determine who draws 1st, 2nd, etc. Equal size slips of paper shall be numbered and placed in a box. Persons drawing shall not be allowed to scrutinize the contents of the box.

4. The Employer shall prepare a seniority list of Teachers and transmit a copy of the same to the Association on or before September 15<sup>th</sup> each year. The list shall include the Teachers' certification and qualification. Any errors on the list shall be provided to the Employer by October 31, thereafter the list shall be final.
5. Teachers on lay-off shall be recalled in inverse order of lay-off provided the Teacher is certified and qualified for the position. No new Teachers shall be employed by the Employer while there are Teachers who are laid-off unless there are no laid-off Teachers certified and qualified for the position.
6. The Employer shall give written notice of recall from lay-off by sending a certified letter to the Teacher with a copy to the Association President. The Teacher shall respond within fifteen (15) calendar days of receipt. Refusal of acceptance of a position that is less than full time shall not affect a Teacher's seniority or recall rights to a full time position.
7. No Teacher will lose recall rights, or seniority if the Teacher is at the time of recall under contract with another school system. Recall will be limited to four (4) years.

ARTICLE XII  
SITE-BASED DECISION MAKING

Site-based decision making is a joint planning and problem solving process that seeks to improve the quality of life in the school and the delivery of quality education. It is a process through which those individuals responsible for the implementation of a decision at the building level are actively and legitimately involved in making the decision.

The provisions which follow are agreed to for the purpose of establishing the expressed conditions which shall govern the Site-Based Decision Making process (SBDM) and School Improvement Plan (SIP) in the District. A team which will serve as both but individually.

A. In implementing and operating SBDM/SIP, no provision, formal and/or informal understandings, condition or practice established between the parties or by the collective bargaining agreement shall be altered, modified or superseded except as mutually agreed in writing by the Employer and the Association. The SBDM/SIP for a written waiver to the collective bargaining agreement must follow the established procedure for the representatives of the Employer and the Association an addendum to the collective bargaining agreement. Filing for a written waiver does not mandate either party to negotiate an addendum. Any negotiated waiver shall be subject to the ratification procedures of the parties and distributed to all bargaining unit members. Dispute over the interpretation or application of a waiver is subject to the established grievance procedure.

B. The SBDM/SIP plan is not designed to address the collective bargained areas of salary/wages, benefits, employee performance, or matters established in statute such as the Public Employment Relations Act and Michigan Teacher Tenure Act. No such SBDM/SIP committee shall engage in collective bargaining or have the authority to address employment matters.

C. Any participation in SBDM/SIP, whether in full or in part, shall be voluntary. The SBDM/SIP shall approve no policies or programs which result in the reduction of hours or lay off of any Teacher. The participation or lack of participation of an individual Teacher or group of Teachers in SBDM/SIP shall neither be considered nor have the merit of the Employer's decisions regarding the evaluation, assignment, (including extra duty, conference attendance, etc.) promotion, discipline, or discharge of any Teacher or any other condition of employment including the placement of any information in any Teacher's personal file.

D. After implementation of SBDM/SIP the Employer and the Association will periodically evaluate SBDM/SIP.

E. The Board shall determine the composition of the District and building(s) SBDM/SIP Committee(s). The Committee(s) shall determine their mode of operation.

F. If the SBDM/SIP meetings or activities are scheduled during the regular workday, the employee shall be released from duties without loss of time or pay.

G. The Employer and the Association will mutually agree to possible SBDM/SIP training if needed in the following areas:

1. The SBDM/SIP process/model being proposed;
2. Overview of the SBDM/SIP process, programs and structures;
3. Decision-making model; and,
4. Problem-solving and conflict resolution.

H. As compensation for participation in the SBDM/SIP process, each Teacher on the SBDM/SIP team shall be granted one extra personal business day per school year which could be carried from year to year if not used, with a maximum of two (2) carry over per school year.

ARTICLE XIII  
MEDICALLY FRAGILE STUDENTS

No Teacher, except a school nurse, shall be required to provide school health services for any student except in an emergency situation. For the purposes of this article, the term "School Health Services" shall mean any act or function constituting the "practice of medicine" within the meaning of Section 17001 of the Public Health Code (M.C.L.A. 333.17001).

Note: The "practice of medicine" is defined and governed by the provisions of Michigan's Public Health Code. It means: "...the diagnosis, treatment...or relieving of human disease or other physical or mental condition by attendance, advice...or other means...or holding one's self out as being able to do any of these acts." M.C.L.A. 333.17001(1)(c).

DRAFT

ARTICLE XIV  
ANNEXATION, CONSOLIDATION OR OTHER  
REORGANIZATION OF THE DISTRICT

In the event that this district shall be annexed, consolidated or otherwise reorganized with one or more districts in whole or in part, the Employer will endeavor to secure the continued employment of its Teachers in such district. If any of the above causes a negative impact upon a Teacher employed by the successor Board of Education pursuant to this agreement, upon request the Employer will negotiate with the Association over the impact of the decision to annex, consolidate or reorganize.

DRAFT

ARTICLE XV  
PROFESSIONAL COMPENSATION

A. The salaries for Teachers covered by this Agreement are set forth on Schedule A which is attached to and incorporated into this Agreement. The salary levels established in Schedule A are based upon employment and work on a full day's schedule for a full school year. A Teacher who works less than a full school year shall receive a prorated salary and benefits determined by the ratio of the number of days employed to the number of days required for a full school year. A Teacher who works less than a full day's schedule shall receive a prorated salary and benefits determined by the ratio of the number of hours worked to the number of hours in a full day's schedule, rounded to the nearest 1/7<sup>th</sup>.

1. Interpretation of Schedule A. Teachers shall be entitled to annual salaries under Schedule A in accordance with the following:
  - a. Salary Steps. Each salary step from step 1 through step 11 shall represent one full year of employment with the District. Advancement from one step to the next through step 12 shall be automatic during the term of this Agreement upon completion of a full school year of employment with the District.
  - b. Certificate Column. A Teacher will be placed on the proper column of Schedule A based upon receipt by the Superintendent's office of grade sheets, official transcripts or a copy of the degree establishing the Teacher's qualification for that column. Advancement from one column to the next shall only occur at the start of the school year or the start of the second semester, provided that the required documentation is submitted to the Employer prior to the first day of school in the fall or the start of the second semester. All degrees and credits must be earned at accredited institutions while enrolled a planned program or applicable to current teaching assignment. A Teacher should notify the Superintendent's office prior to the end of the school year that she/he may have increased credits.
2. Longevity Payments. Teachers will be eligible for longevity steps based upon their number of years of continuous service with the District in accordance with the following schedule.

|                                    |                    |
|------------------------------------|--------------------|
| At least 16 but less than 20 years | 4.3% above Step 12 |
| At least 20 years                  | 8.8% above Step 12 |

This placement shall only occur at the beginning of the first (1<sup>st</sup>) and second (2<sup>nd</sup>) semesters. Longevity payments will be added to the employee's regular salary and paid as part of the regular payroll.

- B. Salaries will be paid bi-weekly and be in twenty-one (21) equal installments.
- C. Teachers who voluntarily work at athletic events will have their families admitted free. (Children K-12)
- D. It is agreed that any change in payroll deductions which are requested by the Teacher shall be submitted at least ten days before the first pay in October, December, February, April, and June. The deductions would then become effective on the first pay in these months.
- E. Degreed teaching experience from other schools will be allowed at full credit up to a maximum of five (5) years.
- F. Half steps will be allowed on the salary schedule for degreed Teachers who are initially employed at the beginning of the second semester. Should a Teacher be hired within ten (10) working days following the beginning of second semester, they will be credited for the entire semester. A Teacher hired after this ten (10) day window shall not receive salary credit for the semester.
- G. In order to qualify for the MA+15/MA+30 pay, any individual who begins an MA+15/MA+30 after September 1971, shall take courses which will make him/her a more proficient Teacher.
- H. Teachers assigned extra duties outside of their teaching responsibilities shall be paid the amount set forth on Schedule B. No duties except those listed in this contract shall receive extra pay except with the agreement of the Hillman Education Association negotiating committee.
- I. A regular Teacher who fills a substitute position will receive their regular pay plus an internal substitute rate of .000756 of the BA base per substitute period. A substitute period will be defined as fifty (50) minutes. This will be paid on the pay day following time sheet submission.
- J. Pay for teaching an extra class shall be 1/7 of the BA column capped at Step 5.
- K. No Teacher shall be hired above the salary schedule.
- L. Teachers hired before the 1991-92 contract year will be grandfathered in the contract at the BA+15. All staff hired new for the 1991-92 contract year and

any future hires must attain a BA+20 for additional compensation. Such hires will not be paid on the BA+15 level. When all grandfathered Teachers have either advanced to the BA+20 or left the system, the BA+15 level will be dropped from the contract.

M. Each K-12 Teacher may contribute five (5) hours per school year to an activity in which Hillman students are involved. This activity may not be an activity for which the Teacher is paid under Schedule B. The activity need not be limited to Hillman School sponsored activities. Upon completion of the five hours of contributed time, the Teacher will be paid One Hundred Fifty (\$150.00) Dollars.

DRAFT

**ARTICLE XVI**  
**INSURANCE PROTECTION**

A. The Employer shall provide each Teacher with a fully paid full-family medical insurance program appropriate to the number of immediate family members. The medical insurance carrier shall be MESSA Choices II. The coverage of this provision is limited to one health plan per household. Medical insurance changes will be implemented as soon as possible after ratification.

**Plan A – For Teachers Needing Health Insurance**

|                      |                                                                                                                                                                                                                                                                   |
|----------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Health               | Choices II<br>(\$10/\$10 Co-Pay Drug Card)<br>with reimbursement plan                                                                                                                                                                                             |
| Long Term Disability | 66-2/3%<br>\$2,500 Maximum<br>90 Calendar Days – Modified Fill<br>Maternity Coverage<br>Pre-Existing Condition Waiver – Yes<br>Freeze on Offsets – Yes<br>Alcoholism/Drug same as any other<br>illness<br>Mental/Nervous same as any other<br>illness<br>COLA– No |
| Negotiated Life      | \$50,000 AD & D                                                                                                                                                                                                                                                   |
| Vision               | VSP-3 Gold                                                                                                                                                                                                                                                        |
| Delta Dental         | 50/50/50:\$1,500 / 50:\$1,500                                                                                                                                                                                                                                     |

**Plan B – For Teachers Not Needing Health Insurance**

|                      |                               |
|----------------------|-------------------------------|
| Long Term Disability | Same as above                 |
| Negotiated Life      | \$50,000 AD & D               |
| Vision               | VSP-3 Gold                    |
| Delta Dental         | 50/50/50:\$1,500 / 50:\$1,500 |

B. Teachers hired prior to September 1, 2008, not electing health insurance coverage shall have a cash amount equal to the cost of the single subscriber health insurance rate of Choices II. Teachers hired after September 1, 2008, not electing health insurance coverage shall receive a cash amount of Three Hundred Dollars (\$300.00) per month. The Employer shall adopt and implement a qualified plan document which complies with Section 125 of the Internal Revenue Code. This amount may also be used toward insurance coverage and/or tax sheltered annuities or MESSA Options.

C. The Hillman School District will have the opportunity in each year of the contract to have a MESSA representative explain the MESSA PAK pro-ration cost procedure for the Hillman Community Schools based on the current year Hillman Community School census of those employees who are MESSA PAK members.

D. The Board of Education shall reimburse the difference for each generic prescription co-pay for the \$10 Rx Plan as follows:

|                          |         |
|--------------------------|---------|
| Up to 34-day supply      | \$5.00  |
| 90-day supply            | \$15.00 |
| 90-day supply mail order | \$18.00 |

ARTICLE XVII  
MENTOR TEACHERS

A. A Mentor Teacher shall be defined as a Master Teacher as identified in Section 1526 of the School Code and perform the duties of a Master Teacher as specified in the Code.

B. Each Teacher in their first three years in the classroom shall be assigned a Mentor Teacher by the Administration with the consultation of the Association. Mentor Teachers shall be available to provide professional support, instruction, and guidance. The purpose of the mentor assignment is to provide a peer who can offer assistance, resources and information in a non-threatening collegial fashion.

C. Mentor Teachers shall be assigned in accordance with the following:

1. The Mentor Teacher shall be a tenured member of the bargaining unit or retired area teacher.
2. Participation as a Mentor Teacher shall be voluntary.
3. The Employer shall immediately notify the Association of those Teachers requiring a mentor assignment of any affected member whose classroom assignment has changed.
4. The Administration shall notify the Association when a Mentor Teacher is matched with a Mentee Teacher.
5. Every effort will be made to match Mentor Teachers and Mentees who have the same area of certification.
6. Mentee shall be assigned to only one (1) Mentor Teacher at a time.
7. The Mentor Teacher assignment shall be for one (1) year subject to review by the Mentor Teacher and Mentee after the first semester of teaching. The appointment may be renewed in succeeding years.

D. Because the purpose of the Mentor/Mentee match is to acclimate the bargaining unit member and to provide necessary assistance toward the end of quality instruction, the Employer and the Association agree the relationship shall be confidential (but not as recognized by the law like that of attorney/client or doctor/patient) and each party is obligated to notify the administration if any legal

statutes have been broken and shall not, in any fashion be a matter included in the evaluation of the Mentor Teacher or Mentee. Neither the Mentor Teacher nor the Mentee shall be permitted to participate in any matter related to the evaluation of the other without mutual consent of the Mentee, the Mentor, and the Administrator.

E. Upon request, the Administration shall make available release time so the Mentor Teacher may work with the Mentee during the regular workday. Where possible the Mentor Teacher and Mentee shall be assigned common preparation time.

F. Mentees shall be provided with a minimum of fifteen (15) days of professional development instruction during their first three (3) years of classroom teaching. Professional development shall be scheduled within the parameters of the regular workday and work year.

G. Compensation for the bargaining unit Mentor Teacher will be based upon the following:

| Years as Mentor Teacher | Payment to Mentor       |
|-------------------------|-------------------------|
| 1                       | .0201 times the BA Base |
| 2                       | .0134 times the BA Base |
| 3                       | .0067 times the BA Base |
| 4                       | .0067 times the BA Base |

ARTICLE XVIII  
EARLY RETIREMENT INCENTIVE

- A. In an effort to address future staffing considerations and to provide an opportunity for early retirement to certified employees of the Hillman Community Schools who have faithfully served the district for at least fifteen years, the following incentive plan is proposed.
- B. The plan is based on years of service in the Hillman Community Schools.
1. .0067 times the BA Base for each year of service for those who served between 15 and 20 years
  2. .01 times the BA Base for each year of service for those who served between 21 and 25 years
  3. .0134 times the BA Base for each year of service for those who served between 26 or more with 30 years maximum to be paid
- C. Applicants planning retirement at the end of the first semester of the school year must notify the Administration on or before November 15 of that year. Applicants planning retirement at the end of the school year must notify the Administration on or before May 1 of that year. Exceptions to the time line may be granted by the Superintendent and/or Board and are not subject to the Grievance Procedure.
- D. All incentive compensation will be subject to the appropriate tax deductions.
- E. The employee must be eligible to retire under the Michigan Public School Employees Retirement System and submit a letter of retirement from his/her position with the Hillman Community Schools. Retirement means the Teacher cannot serve the Hillman Community Schools in any future paying capacity without the approval of the Superintendent.
- F. Prior to September 30 of the school year of the retirement, the retiring staff member will indicate, in writing, either the “early retirement incentive” option (article xviii) or the accumulated sick leave option. The retiree will only be eligible for one option.
- G. This early retirement incentive shall not apply to any Teacher hired after 1993.

ARTICLE XIX  
SICK LEAVE AND PERSONAL LEAVE

A. SICK LEAVE POLICY

1. Teachers will be awarded ten (10) sick days per year to be used for themselves or members of the immediate family. All of the sick days may be used during the year. Five (5) of the ten (10) sick days have to be doctor verified as to the Teacher's inability to work or members of the immediate family illness. The remainder of the unused sick days will be accumulated. In order to qualify for the use of such days, a Teacher must notify the administration of his/her illness and subsequent absence prior to his/her absence. A Teacher who works less than a full school year shall receive a prorated number of sick and personal days. In addition, any Teacher who works less than a full day shall receive prorated sick and personal days by the ratio of the number of hours worked to the number of hours in a full day's schedule, rounded to the nearest half (1/2) Day. A change in an Employee's status from part-time to full-time or full-time to part-time will carry forward their prorated days.
2. Wage protection shall be provided to all Teachers. This plan is devised to allow Teachers to receive their regular salary if the Teacher is unable to attend to his/her duties because of illness. The proof of this shall consist of a doctor's statement regarding the Teacher's inability to work. When the inability has been established and additional doctor verification days are needed during the year, Hillman Community Schools will provide up to forty (40) additional days. These wage protection days are to be used only for the illness of the employees.

These days are in addition to the ten (10) days stated in number one (1) above.
3. If additional days are needed, the Teacher may draw from his/her accumulated sick leave total. If the sick days are used from the accumulated sick leave, the Teacher may use five (5) days or less, at any one time, without doctor verification of the Teacher's inability to work. If more than five (5) sick leave days are used consecutively, then a doctor's statement of the Teacher's inability to work must be provided.
4. Any doctor or dental appointment, other than for an immediate or continuing illness shall be handled by using personal business days.
5. The Teacher, upon retirement from teaching in Michigan and after twelve (12) years of employment with Hillman Community Schools, will

be reimbursed for up to 188 sick days. The rate of reimbursement will be .00243 times the BA Base times the number of accumulated sick days.

6. The retiring Teacher must notify the District office of his/her intent to retire prior to September 30 of the school year of retirement. Upon request, a Teacher may expect confidentiality of this notification on the part of the District Administration. If a medical situation would arise during the school year that created a need to retire, then this one criterion would be waived.

**B. LEAVE DUE TO DEATH OR CRITICAL ILLNESS IN THE IMMEDIATE FAMILY**

1. **Critical Illness**

Such absences may not exceed five (5) working days. Pay will be lost for those days exceeding five. The number of days allowed with pay will be at the discretion of the Superintendent based on just cause.

The employee must notify the District prior to the first day of his absence if possible. Critical illness shall be defined as illness which the attending physician considers sufficiently serious to require the immediate family's presence at the bedside.

2. **Death**

The employee shall be allowed up to five (5) funeral days for death in the immediate family. For deaths of persons outside the immediate family, up to three (3) days shall be allowed with two (2) more days available at the discretion of the Superintendent. The employee must notify the District prior to the first day of his absence if possible.

3. If there is a death in a Teacher's family, or a death of someone in the community, there may be two representatives sent from the staff to represent the Teachers. The Executive Committee of the HEA will determine the two Teacher representatives. This provision shall be used only at the discretion of the Superintendent.

4. **Immediate family shall be defined as:**

- a. Husband, wife, children, any member of the same home.
- b. Father, mother, step-mother, step-father, foster parents.
- c. Sisters, brothers, step-sisters, step-brothers.

5. **Persons outside the immediate family shall be defined as:**

- a. Grandfather, grandmother, grandchildren.
- b. Father-in-law, mother-in-law.
- c. Brother-in-law, sister-in-law.

- d. Daughters-in-law, sons-in-law.
- e. Aunts, uncles, nieces, nephews

**C. PROFESSIONAL IMPROVEMENT - COMMUNITY GROWTH  
NONACCUMULATIVE**

- 1. The Employer recognizing the importance of continued professional improvement for the teaching staff will allow for professional improvement activities that are mutually agreed to by the staff member and building administrator. The Association recognizes that the building administrator may require some professional improvement activities that may result from the evaluation process.
- 2. One day per school year shall be granted for community growth or service which shall be mutually defined as a day used for the betterment of the Hillman Community.
- 3. These days are in addition to sick leave and personal business.

**D. PERSONAL BUSINESS DAYS**

Four (4) days per year shall be granted to conduct personal business. These days are in addition to sick leave and should involve no more than 10% of the teaching staff at one time. A Teacher desiring to make use of a personal business day(s) shall notify his/her building principal in writing, using the personal business day form (Appendix E) at least one (1) day in advance of the day to be taken one (1) unused personal leave day per year will be added to a Teacher's accumulated sick days. Four (4) unused personal leave days per year will be added to a teacher's accumulated sick days.

**E. LEAVES OF ABSENCE WITH PAY NOT CHARGEABLE AGAINST THE  
TEACHER'S ALLOWANCE SHALL BE GRANTED FOR THE FOLLOWING  
REASONS:**

- 1. Absence when a Teacher is called for jury duty.
- 2. Court appearance as witness in any case connected with the Teacher's employment or the school or whenever the Teacher is subpoenaed to attend any proceeding.
- 3. Time necessary to take the selective service physical examination.
- 4. The Teacher shall receive full daily salary pay with the jury duty pay being returned to the Employer.

**F. HALF-DAY ABSENCES OR LESS**

- 1. Any leave of absence of less than one-half day shall be considered one-half day.

**ARTICLE XX**  
**LEAVE OF ABSENCE**

**A. CHILD CARE LEAVE - UNPAID**

A leave of absence shall be granted to any Teacher for the purpose of childcare. Said leave is subject to the following conditions:

1. The Teacher must provide (except in cases of emergency) ninety (90) days notice of request for leave.
2. If less than 1/2 semester remains at the time the leave is granted, the leave may be for the remainder of the semester plus two (2) consecutive semesters. If more than 1/2 semester remains at the time the leave is granted, the leave may be for the balance of that semester plus one additional consecutive semester.
3. The leave must end at the end of a semester.
4. The reinstatement shall be to the Teacher's former position or to a position for which they are certified and qualified.
5. The Teacher shall receive the health and/or life insurance benefits provided for under this agreement for the period of the leave provided that the Teacher pays all premiums during such period.
6. When the length of the leave permits, the Teacher shall provide ninety (90) days notice regarding intention to return.

**B. PERSONAL ILLNESS**

1. Any Teacher whose personal illness extends beyond the period compensated shall be granted a leave of absence of up to one (1) year without pay to allow for complete recovery from such illness. Upon return from a year or less leave of absence, a Teacher shall be entitled to their former position or to a position for which they are certified and qualified.
2. Upon written application at least ninety (90) calendar days prior to the close of the school year, said leave of absence may be renewed for up to one year.
3. When length of leave permits the Teacher shall provide ninety (90) days notice regarding intention to return.

**C. PEACE CORPS LEAVE**

Leave of absence without pay shall be granted for up to one (1) year to any Teacher who joins the Peace Corps as a full-time participant in such a program. Upon written application at least ninety (90) calendar days prior to the close of the school year, said leave of absence may be renewed for up to one year. Upon return from such a leave of absence the Teacher will be assigned to the same position or a

position for which they are certified and qualified. Any period so served shall be treated as time taught for receiving credit toward annual salary increments on the appropriate salary schedule.

#### D. ASSOCIATION LEAVE

1. Teachers who are officers of the Association or are appointed to its staff, shall upon written application to their building principal, be given leave of absence without pay for up to one year for purposes of performing duties for the Association. Upon return from such a leave of absence, a Teacher will be assigned to the same position or a position for which they are certified and qualified. Upon written application at least ninety (90) calendar days prior to the close of the school year, said leave of absence may be renewed for up to one year, providing assignment to the same position or to a position for which they are certified and qualified.
2. The Association shall be entitled to Association business days. Leaves in excess of three (3) days shall be applied for fifteen (15) days in advance. The Association shall pay the costs of the substitute and the Teacher shall not receive a reduction in pay.

#### E. PUBLIC OFFICE LEAVE

The Employer will grant a leave of absence without pay for up to one (1) year to any Teacher to campaign for, or serve in a public office. Upon return from a one (1) year or less leave of absence, a Teacher will be assigned to the same position or a position for which they are certified and qualified. Upon written application at least ninety (90) calendar days prior to the close of the school year, said leave of absence will be renewed for up to one year, providing for assignment to the same position, or to a position for which they are certified and qualified.

#### F. MILITARY LEAVE

A military leave of absence shall be granted to any Teacher who shall be inducted or shall enlist for military duty in any branch of the armed forces of the United States. Upon return from such leave, a Teacher shall be placed at the same position on the salary schedule as he would have been had he taught in the district during such period. Leave and benefits accrued shall not extend beyond one inducted or enlisted period. Upon return from such leave, a Teacher shall be assigned to the same position or to a position for which they are certified and qualified, even if such return necessitates a necessary reduction of staff. Such service time shall not count towards tenure.

#### G. PERSONAL LEAVE

The Employer shall allow one (1) unpaid leave per year for personal reasons. More than one leave may be allowed at the discretion of the Employer and not be

subject to the Grievance Procedure. In cases where there is more than one applicant, the applicant with the most seniority in the District will be granted the leave. Upon return from the leave, the Teacher shall be assigned to the same position or to a position for which they are certified and qualified. The Teacher must provide (except in cases of emergency) ninety (90) days notice of request for leave. The Teacher must provide notice of intent to return from leave sixty (60) days prior to the end of the school year.

DRAFT

ARTICLE XXI  
SCHOOL CALENDAR

A. It is agreed that, for the life of this master agreement, Hillman Community Schools will continue to pay all employees their full salary without loss of pay for Act of God days.

B. It is agreed that the employees will work the full number of days specified in the school calendar so that the school district will be in compliance with state law and receive full state aid.

C. It is further agreed that if Section 101, Subsection 3, of the State Aid Act is repealed at any time, for any reason, Article XXI of the Master Agreement shall be null and void and no precedents shall have been created, and the parties will return to their former practice as indicated in Paragraphs D and School Calendar(s).

D. The School District shall be entitled to reschedule any days lost in the event school is closed for reasons which do not allow such days to be counted as days of student instruction. The rescheduling of such days shall not entitle employees to additional compensation. The parties shall negotiate when these days shall be made up.

**ARTICLE XXII**  
**NEGOTIATION PROCEDURES AND EXTENT OF AGREEMENT**

A. Representatives of the administration and the Association's bargaining committee will meet on the last school day of each month, if requested by either party, for the purpose of reviewing the administration of the contract, and to resolve problems that may arise. These meetings are not intended to by-pass the grievance procedure.

B. It is contemplated that matters not specifically covered by this Agreement but of common concern to the parties shall be subject to professional negotiations between them from time to time during the period of this Agreement upon written request by either party to the other. The parties undertake to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information and otherwise constructively considering and resolving any such matters.

C. In the final year of this contract, the parties shall initiate negotiation for the purpose of entering into a successor Agreement.

D. There shall be six (6) signed copies of any final Agreement. Three (3) copies shall be retained by the Board, three (3) by the Association.

E. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual Teacher contracts heretofore in effect. All future individual Teacher contracts shall be made expressly subject to the terms of this Agreement or any subsequent Agreement that covers the same school year as the individual Teacher contracts. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

F. Copies of this Agreement shall be printed at the expense of the Board and presented to all Teachers now employed or hereafter employed by the Board.

G. All individual contracts shall be issued within twenty (20) days after agreement on the master contract is completed and school is in session.

H. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provisions 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.

ARTICLE XXIII  
DURATION OF AGREEMENT

A. All provisions of this Agreement shall be effective as of August 31, 2004 and shall continue in effect until August 31, 2008.

NORTHERN MICHIGAN EDUCATION  
ASSOCIATION, MEA/NEA

HILLMAN COMMUNITY SCHOOLS  
BOARD OF EDUCATION

By \_\_\_\_\_  
Michael Zimmerman  
NMEA President

By \_\_\_\_\_  
President

By \_\_\_\_\_  
Charles T. Herring  
NMEA Staff Coordinator

By \_\_\_\_\_  
Vice-President

By \_\_\_\_\_  
Scott Cordes, President

By \_\_\_\_\_  
Secretary

By \_\_\_\_\_  
Margaret Selesky  
Negotiating Comm. Member

By \_\_\_\_\_  
Treasurer

By \_\_\_\_\_  
Linda Geister  
Negotiating Comm. Member

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

By \_\_\_\_\_  
Michelene Kenyon  
Negotiating Comm. Member

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

By \_\_\_\_\_  
Lorraine Chappa  
Negotiating Comm. Member

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

Dated this 11th day August, 2008.

**APPENDIX A  
2008-2009 Salary Schedule**

| <b>Step</b> | <b>BA</b> | <b>BA + 15</b> | <b>BA + 20</b> | <b>MA</b> | <b>MA + 15</b> | <b>MA + 30</b> | <b>2.00%</b> |
|-------------|-----------|----------------|----------------|-----------|----------------|----------------|--------------|
| 1           | 32,126    | 33,172         | 33,503         | 34,221    | 35,269         | 35,623         |              |
| 2           | 33,348    | 34,433         | 34,777         | 35,524    | 36,609         | 36,977         |              |
| 3           | 34,616    | 35,743         | 36,098         | 36,873    | 38,001         | 38,382         |              |
| 4           | 35,930    | 37,100         | 37,469         | 38,274    | 39,446         | 39,841         |              |
| 5           | 37,296    | 38,510         | 38,895         | 39,729    | 40,945         | 41,355         |              |
| 6           | 38,788    | 40,050         | 40,450         | 41,319    | 42,582         | 43,008         |              |
| 7           | 40,339    | 41,652         | 42,068         | 42,971    | 44,286         | 44,728         |              |
| 8           | 41,953    | 43,319         | 43,750         | 44,688    | 46,056         | 46,518         |              |
| 9           | 43,631    | 45,052         | 45,501         | 46,479    | 47,901         | 48,378         |              |
| 10          | 45,944    | 47,439         | 47,912         | 48,942    | 50,440         | 50,460         |              |
| 11          | 47,918    | 49,479         | 49,973         | 51,046    | 52,609         | 53,135         |              |
| 12          | 49,979    | 51,606         | 52,122         | 53,241    | 54,870         | 55,419         |              |
| L1          | 52,128    | 53,825         | 54,364         | 55,530    | 57,229         | 57,802         |              |
| L2          | 54,378    | 56,147         | 56,709         | 57,926    | 59,699         | 60,295         |              |

| <b>2009-2010 Salary Schedule</b> |           |                |                |           |                |                |              |
|----------------------------------|-----------|----------------|----------------|-----------|----------------|----------------|--------------|
| <b>Step</b>                      | <b>BA</b> | <b>BA + 15</b> | <b>BA + 20</b> | <b>MA</b> | <b>MA + 15</b> | <b>MA + 30</b> | <b>2.15%</b> |
| 1                                | 32,817    | 33,886         | 34,223         | 34,957    | 36,027         | 36,389         |              |
| 2                                | 34,065    | 35,174         | 35,525         | 36,287    | 37,397         | 37,772         |              |
| 3                                | 35,360    | 36,511         | 36,874         | 37,666    | 38,818         | 39,207         |              |
| 4                                | 36,702    | 37,898         | 38,275         | 39,097    | 40,294         | 40,697         |              |
| 5                                | 38,098    | 39,338         | 39,731         | 40,584    | 41,825         | 42,244         |              |
| 6                                | 39,622    | 40,911         | 41,319         | 42,207    | 43,498         | 43,933         |              |
| 7                                | 41,207    | 42,548         | 42,973         | 43,894    | 45,238         | 45,690         |              |
| 8                                | 42,855    | 44,251         | 44,691         | 45,649    | 47,046         | 47,518         |              |
| 9                                | 44,569    | 46,020         | 46,479         | 47,478    | 48,931         | 49,419         |              |
| 10                               | 46,931    | 48,459         | 48,942         | 49,994    | 51,524         | 51,545         |              |
| 11                               | 48,948    | 50,543         | 51,048         | 52,144    | 53,740         | 54,277         |              |
| 12                               | 51,054    | 52,715         | 53,243         | 54,385    | 56,049         | 56,610         |              |
| L1                               | 53,249    | 54,982         | 55,532         | 56,724    | 58,460         | 59,044         |              |
| L2                               | 55,547    | 57,355         | 57,928         | 59,171    | 60,982         | 61,591         |              |

APPENDIX B  
EXTRA DUTY SCHEDULE

DRAFT

|                                                 |                                                             |
|-------------------------------------------------|-------------------------------------------------------------|
| Drivers Education                               | .00063 Step 1 BA                                            |
| Head Football                                   | 3,543                                                       |
| J.V. Football                                   | 2,427                                                       |
| Ass't Football                                  | 2,625                                                       |
| Ass't JV Football                               | 1,441                                                       |
| Head Basketball                                 | 3,543                                                       |
| J. V. Basketball                                | 2,627                                                       |
| 9th Grade Basketball                            | 1,669                                                       |
| 8th Grade Basketball                            | 1,373                                                       |
| 7th Grade Basketball                            | 1,193                                                       |
| Baseball                                        | 3,543                                                       |
| Softball                                        | 3,543                                                       |
| J.V. Softball                                   | 2,627                                                       |
| J.V. Baseball                                   | 1,302                                                       |
| Track                                           | 2,028                                                       |
| Track Ass't                                     | 1,076                                                       |
| Jr. High Track                                  | 1,193                                                       |
| Head Cheerleader                                | 3,278 (1/3 football, 1/3 basketball, 1/3 competitive cheer) |
| J.V. Cheerleader                                | 1,552                                                       |
| Jr. High Cheerleader                            | 773                                                         |
| Play                                            | 432                                                         |
| Musical                                         | 639                                                         |
| Musical Assistant                               | 286                                                         |
| Sr. Class Advisor                               | 1,114                                                       |
| Jr. Class Advisor                               | 1,114                                                       |
| Sophomore Class Advisor                         | 455                                                         |
| Freshmen Class Advisor                          | 455                                                         |
| 8th Grade Class Advisor                         | 301                                                         |
| 7th Grade Class Advisor                         | 301                                                         |
| FHA                                             | 1,013                                                       |
| FFA                                             | 1,013                                                       |
| Honor Society                                   | 275                                                         |
| Tiger Tails                                     | 275                                                         |
| Yearbook                                        | 1,505 not a class/789 class                                 |
| AV Director                                     | 733                                                         |
| Music Advisor                                   | 1,905                                                       |
| Student Council Advisor                         | 1,312                                                       |
| Summer Ag.                                      | 1,188/234 student                                           |
| Flag Corps                                      | 432                                                         |
| Computer Club                                   | 275                                                         |
| Knowledge Bowl                                  | 275                                                         |
| Media Club                                      | 275                                                         |
| Volleyball                                      | 3,543                                                       |
| J. V. Volleyball                                | 2,625                                                       |
| Golf                                            | 2,028                                                       |
| Jr. High Volleyball                             | 1,193                                                       |
| New Clubs                                       | 275                                                         |
| State Athletic Tournament & Musical Competition | 199                                                         |

DRAFT

APPENDIX C  
HILLMAN COMMUNITY SCHOOLS  
2008-2009 CALENDAR

Elementary school day 8:10 a.m – 3:27 p.m.  
Secondary school day 8:15 a.m. – 3:12 p.m.

|                                                             |                  |
|-------------------------------------------------------------|------------------|
| Orientation for teachers (no students)                      | August 27        |
| Professional Development (no students)                      | August 28        |
| Friday before Labor Day (offices open-no staff or students) | August 29        |
| Labor Day (offices closed)                                  | September 1      |
| First day for students (regular school day)                 | September 2      |
| End of First Marking Period (regular school day)            | October 31       |
| Professional Development Day (no students)                  | November 3       |
| Parent-Teacher Conf. (1-4 p.m. & 5-8 p.m.) (No students)    | November 13      |
| Professional Development Day (no students)                  | November 14      |
| Thanksgiving (offices closed)                               | November 27 & 28 |
| Christmas Break Begins (district office open during break)  | December 22      |
| Classes resume (regular school day)                         | January 5        |
| End of First Semester (full day for students)               | January 16       |
| Records Day for Teachers (no students)                      | January 19       |
| Professional Development Day (no students)                  | February 2       |
| Parent-Teacher Conf. (1-4 p.m. & 5-8 p.m.) (No students)    | March 5          |
| Professional Development Day (no students)                  | March 6          |
| End of Third Marking Period (regular school day)            | March 20         |
| Spring Break Begins (offices open during break)             | March 30         |
| Classes resume (regular school day)                         | April 6          |
| Good Friday (No School)                                     | April 10         |
| Easter Monday (No School)                                   | April 13         |
| Memorial Day (offices closed)                               | May 25           |
| Last Day for Students (full day for students)               | June 5           |
| Class of 2009 Graduation                                    | June 7           |
| Records Day for Teachers                                    | June 8           |

HILLMAN COMMUNITY SCHOOLS  
2009-2010 CALENDAR

Elementary school day 8:10 a.m – 3:32 p.m.  
Secondary school day 8:15 a.m. – 3:17 p.m.

|                                                             |                  |
|-------------------------------------------------------------|------------------|
| Orientation for teachers (no students)                      | September 2      |
| Professional Development (no students)                      | September 3      |
| Friday before Labor Day (offices open-no staff or students) | September 4      |
| Labor Day (offices closed)                                  | September 7      |
| First day for students (regular school day)                 | September 8      |
| Professional Development Day (no students)                  | November 2       |
| End of First Marking Period (regular school day)            | November 6       |
| Parent-Teacher Conf. (1-4 p.m. & 5-8 p.m.) (No students)    | November 12      |
| Professional Development Day (no students)                  | November 13      |
| Thanksgiving (offices closed)                               | November 26 & 27 |
| Christmas Break Begins (district office open during break)  | December 21      |
| Classes resume (regular school day)                         | January 4        |
| End of First Semester (full day for students)               | January 22       |
| Records Day for Teachers (no students)                      | January 25       |
| Professional Development Day (no students)                  | February 1       |
| Parent-Teacher Conf. (1-4 p.m. & 5-8 p.m.) (No students)    | March 18         |
| Professional Development Day (no students)                  | March 19         |
| End of Third Marking Period (regular school day)            | March 26         |
| Spring Break Begins (offices open during break)             | March 29         |
| Classes resume (regular school day)                         | April 6          |
| Memorial Day (offices closed)                               | May 31           |
| Last Day for Students (full day for students)               | June 4           |
| Class of 2010 Graduation                                    | June 6           |
| Records Day for Teachers                                    | June 7           |

APPENDIX D

HILLMAN COMMUNITY SCHOOLS  
TEACHER EVALUATIONS

Teacher's Name \_\_\_\_\_

Pre-Observation Conference \_\_\_\_\_

Evaluator's Name \_\_\_\_\_

Observation Date \_\_\_\_\_

Grade/Class: \_\_\_\_\_ Date: \_\_\_\_\_

Post-observation Conference \_\_\_\_\_

**A. PLANNING AND PREPARATION:**

- | O                        | C                        | NI                       |                                                       |
|--------------------------|--------------------------|--------------------------|-------------------------------------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 1. Plans lessons and units with objectives.           |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 2. Plans instructions to achieve objectives.          |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 3. Lesson plans are maintained and utilized.          |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 4. Uses preparation time appropriately.               |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 5. Uses MDE Standards and Benchmarks where available. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 6. Career preparation is implemented.                 |

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**B. INSTRUCTION**

- | O                        | C                        | NI                       |                                                             |
|--------------------------|--------------------------|--------------------------|-------------------------------------------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 1. Carries out instructional plans.                         |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 2. Uses effective instructional process.                    |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 3. Reflects individual and group differences.               |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 4. Provides clear explanation.                              |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 5. Maintains an environment conducive to classroom learning |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 6. Makes use of bulletin boards/learning centers.           |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 7. Creates and utilizes learning situations.                |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 8. Gives appropriate assignments with timely feedback.      |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 9. Uses a variety of assessment instruments.                |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 10. Full understanding of subject matter.                   |

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

C. CLASSROOM MANAGEMENT

- | O                        | C                        | NI                       |                                                                       |
|--------------------------|--------------------------|--------------------------|-----------------------------------------------------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 1. Organizes instructional learning time.                             |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 2. Promotes good work habits in students.                             |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 3. Uses space, equipment, and materials to support instruction.       |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 4. Establishes classroom rules and routines that promote instruction. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 5. Manages student behavior.                                          |

Comments: \_\_\_\_\_

---

---

D. TEACHER – STUDENT INTERACTION

- | O                        | C                        | NI                       |                                                 |
|--------------------------|--------------------------|--------------------------|-------------------------------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 1. Communicates high expectations for learning. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 2. Engages students in instruction.             |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 3. Uses positive motivational techniques.       |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 4. Demonstrates communication skills.           |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 5. Uses positive reinforcement techniques.      |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 6. Uses principals of retention and transfer.   |

Comments: \_\_\_\_\_

---

---

E. PROFESSIONAL RESPONSIBILITIES:

- | O                        | C                        | NI                       |                                                                                    |
|--------------------------|--------------------------|--------------------------|------------------------------------------------------------------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 1. Engages in professional growth activities that relate to classroom performance. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 2. Demonstrates dependability in professional duties.                              |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 3. Works cooperatively in brining about the success of the school program.         |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 4. Carries out routine duties promptly and accurately.                             |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 5. Assists in development of curriculum.                                           |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 6. Understands and adheres to district policies.                                   |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 7. Understands and adheres to conditions of master contract.                       |

Comments: \_\_\_\_\_

---

---

---

**D. PROFESSIONAL RELATIONSHIPS:**

| <b>O</b>                 | <b>C</b>                 | <b>NI</b>                |                                                                          |
|--------------------------|--------------------------|--------------------------|--------------------------------------------------------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 1. Maintains a professional working relationship with staff.             |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 2. Displays a positive attitude toward the school and other staff.       |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 3. Maintains a relationship with students that is conducive to learning. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 4. Maintains a cooperative relationship with the community.              |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 5. Encourages community and parental involvement.                        |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 6. Communicates with parents in a variety of ways throughout the year.   |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 7. Accepts constructive criticism.                                       |

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Is IDP in progress? Yes \_\_\_\_\_ No \_\_\_\_\_  
If included, please provide a copy with this evaluation.

Based on this evaluation, overall performance is:

- \_\_\_\_\_ Outstanding – performance is consistently effective; teaching practices are superior. Teaching behaviors are demonstrates at the highest level of performance.
- \_\_\_\_\_ Competent – performance is generally effective; teaching practices are consistently acceptable. Supervision and assistance may be offered in order for the teacher to have the opportunity to achieve at a higher level of performance.
- \_\_\_\_\_ Needs Improvement – performance is ineffective; teaching practices needs more development or assistance to achieve an acceptable level. The teacher requires assistance and supervision to attain competence.

\*\*Any area checked “Outstanding” or “Needs Improvement” must be explained in the comment area.

\_\_\_\_\_  
Signature of Teacher\*

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Evaluator

\_\_\_\_\_  
Date

\*Denotes that a copy of this evaluation was received by the teacher. Does not indicate that teacher agrees with evaluation. May attach rebuttal if disagrees with evaluation.

## Definitions for Teacher Evaluation for Teacher Evaluation

### A. PLANNING AND PREPARATION:

4. Appropriately – being prepared for your classes – using the time to prepare (copies, etc.)

### B. INSTRUCTION:

2. Effective – using education process that works – variety of methods to meet student needs.
7. Creates and utilizes – seize the moment – utilize educational experiences.
8. Timely – length of assignment fits the students ability – appropriate, relates to the objectives – not busy work.
9. Command – enough knowledge to present full understanding.

### C. CLASSROOM MANAGEMENT:

5. Effectively – all teachers need to know that RTC is for everyone – second step too.

### D. TEACHER – STUDENT INTERACTION:

3. Positive Motivational Techniques – are we doing the things that need to be done to motivate students (examples – reinforce, retention).
4. Communication skills – express expectations – knows the English language and clearly communicates – gives directions that students understand.

### E. PROFESSIONAL RESPONSIBILITIES:

2. Dependability – are grades always late – trustworthiness and reliability – expectations of what we have of ourselves should be the same for students.
3. Cooperatively – can you get along even if you don't agree – for the sack of the whole school and community?

### F. PROFESSIONAL RELATIONSHIPS:

1. Working relationships – can you work with staff, work together even if you disagree with procedure or policy.
4. Cooperative relationship – encourages community to come into classroom to see what is being done, works with community instead of against them.

Add to bottom of evaluation – Signature does not indicate that teacher agrees with evaluation.

APPENDIX E

PERSONAL BUSINESS DAYS ABSENCE FORM

Under Article XIX, Section D, it is stated that four (4) days shall be granted to conduct personal business. These days are in addition to sick leave and should involve at no time more than 20% of the teaching staff at each building.

A Teacher desiring to make use of a personal business day shall notify his/her building principal one (1) day in advance of the day(s) to be taken by completing and submitting this form. In an emergency less than 24 hrs. notice is acceptable.

Teacher's Name \_\_\_\_\_

Date of Absence \_\_\_\_\_

Teacher's Signature \_\_\_\_\_

**NOTE: PRINCIPAL TO RETURN A COPY OF COMPLETED FORM TO TEACHER.**

DRAFT