8/31/93

MASTER AGREEMENT

between

THE HESPERIA COMMUNITY SCHOOLS

and

THE HESPERIA EDUCATION ASSOCIATION

Hesperia Community Schools

Effective: September 1990 — August 1993

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AGREEMENT

This Agreement, effective in September 1990, by and between the Board of Education of the Hesperia Community Schools (hereinafter referred to as the "Board" or Employer") and the Hesperia Education Association, (hereinafter referred to as the "Association").

ARTICLE 1

RECOGNITION

A. Collective Bargaining Unit. The Board hereby recognizes the Association as the exclusive bargaining representative for all regular professional employees of Hesperia Community Schools who are certified teachers employed as a classroom teacher, counselor or librarian, or who are professional counselors or librarians employed as a counselor or librarian, but excluding substitute teachers, per diem appointment teachers, non-regularly employed part-time teachers, and supervisors such as, but not necessarily limited to the athletic director, superintendents, assistant principals, and assistant teaching principals and all other employees of the Board of Education. The term "teacher" when used hereinafter in this Agreement shall refer to all employees represented by the Association in the bargaining or negotiation unit as defined above.

B. Negotiation Prohibition. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement.

ARTICLE 2

TEACHER RIGHTS

A. Teacher's Personal Life. Teachers shall be entitled to full protection of the law. The Board and the Association agree the private life of a teacher is his own affair unless his conduct should adversely affect the performance of his teaching and/or other school related duties.

B. Personnel File. The Board shall maintain a personnel file for each teacher. No information that arose in another school district prior to employment with the Board, other than information concerning the grant of tenure, shall be placed in a teacher's personnel file. A copy of all official correspondence from the administration and/or the Board shall be placed in the personnel file with a reference to said file on the letter. In addition, a copy of all materials shall be provided to the teacher at the time of the inclusion of the material of a disciplinary nature that is to be placed in his

personnel file; provided, however, that the refusal of a teacher to sign any material shall not prevent its inclusion in the personnel file. A teacher's signature on disciplinary materials shall not be interpreted as agreement with the disciplinary action. A statement to this effect shall precede the teacher's signature.

A teacher shall have the right to review the contents of his personnel file upon request, at a time mutually agreeable to the teacher and the Superintendent. A representative of the Association may, at the teacher's request, accompany the teacher in such review. In the event that there is disagreement over the content of any material in a teacher's personnel file, the teacher may submit a written statement for inclusion in their personnel file to explain his position concerning the material indispute. In addition, a teacher who believes that material placed in his file is inappropriate or in error may seek to have the material changed and/or removed from the personnel file through the grievance procedure, including arbitration, provided just cause is shown for the change or removal. Any reference to an oral reprimand shall be removed from the file 5 years after the date of the reprimand. In the event said reprimand is discovered after 5 years it shall be removed at the time of discovery.

C. Payroll Deductions. The Board shall make payroll deductions upon written authorization from teachers for deductions as set forth in the current H.E.A. authorization card or programs jointly approved by the Association and the Board.

D. Association Representation. A teacher may request that a representative of the Association be present when he is being reprimanded for an infraction of rules or deficiency in professional performance that will become a part of his personnel record. The principal shall inform said teacher of his right to representation.

E. Pay for Lost Time. A teacher engaged during the school day in negotiating on behalf of the Association with the Board or participating in an actual grievance hearing, including arbitration or appearance in court, shall be released from regular duties without loss of salary upon prior application approved by the Superintendent

ARTICLE 3

BOARD RIGHTS

A. Board Rights. It is understood and agreed that the Board reserves and retains, solely and exclusively, all inherent and customary rights, powers, functions, and authority to manage the operations of the Hesperia Community Schools, and to establish and administer, without limitation, implied or otherwise, all matters not specifically and expressly limited by this Agreement.

Among the retained rights of management included only by way of illustration and not by way of limitation are as follows:

1. Determine education policy, objectives and programs.

2. Manage and control its business, facilities, equipment and operations.

3. Determine the number and location or relocation of its facilities, buildings, departments or divisions.

4. Determine the number and evaluate the qualifications of employees, including the establishment of positions.

5. Direct the working force, including the right to hire, fire, promote, layoff, evaluate, discipline, transfer and assign.

6. Determine management organization, its functions, authority and conditions of employment.

7. Determine all matters of financial policy and accounting procedures necessary for administration of the School District.

8. Adopt rules and regulations, including scheduling the hours of work for employees.

B. All such rights may be exercised by the Board without prior bargaining or notice to the Association and the Board's judgment in these areas shall not be subject to challenge; provided, however, that these rights shall not be exercised in violation of any specific provision of this Agreement.

ARTICLE 4

SPECIAL CONFERENCES

A. Special Conferences. The Hesperia School Board and the Hesperia Education Association may meet at a convenient time to discuss various aspects of the Hesperia School and community. An agenda with written topics for discussion or information will be provided in advance of the meeting. It is expressly understood that these discussions shall not constitute negotiations, but rather shall be considered an exchange of ideas. It is also expressly understood that in some cases either the Board or the Association may wish to informally discuss a grievance at any point within the grievance procedure for the purpose of clarification or negotiation. This discussion may be designed to settle the grievance, but it will not exempt the

Association from following the formal grievance procedure provided for herein unless the Board agrees in writing that in lieu of the informal talks, the grievance procedure will be extended until after the informal talks have been concluded.

ARTICLE 5

ASSOCIATION RIGHTS

A. Agency Shop. Any teacher who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days from the date of commencement of teaching duties, shall, as a condition of employment, pay a service fee in an amount equivalent to the dues and assessments required to be paid by the members of the Association; provided, however, that the teacher may authorize payroll deduction for such fee. In the event that a teacher shall not pay such service fee directly to the Association or authorize payment through payroll deduction, the Board, shall, at the request of the Association, terminate the employment of such teacher. The parties expressly recognize that the failure of any teacher to comply with the provisions of this article is cause for discharge from employment.

B. Failure to Pay Service Fee. The procedure in all cases of discharge for violation of Section A shall be as follows:

1. The Association shall notify the teacher of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance and shall further advise the recipient that a request for discharge may be filed with the Board in the event compliance is not effected. A copy of this notification shall be provided to the Board.

2. If the teacher fails to comply, the Association may file charges in writing with the Board and shall request termination of the teacher's employment. A copy of the notice of non-compliance and proof of service shall be attached to said charges.

3. Upon receipt of such charges and request for termination, the Board shall conduct a due process hearing to determine whether the teacher has failed to pay the required service fee. Such a hearing shall be conducted in accordance with the Michigan Tenure Act to the extent that it is applicable to a discharge proceeding for failure to pay a service fee. In the event that it is determined that the teacher has failed to pay the service fee, then the teacher shall be discharged within ten (10) working days of

the date of service of the Board's decision on the teacher unless the teacher has paid, tendered payment or made arrangements satisfactory to the Association for payment of all service fee arrearages. A teacher dismissed for failure to pay a service fee shall not be hired in any teaching capacity in Hesperia Community Schools from the date of dismissal until such time as all service fee arrearages have been paid.

C. Checkoff. During the term of this Agreement, the Board agrees to deduct Association dues and/or service fees in accordance with the following:

1. The Board agrees to deduct from the salaries of teachers, dues for the Hesperia Education Association, the Michigan Education Association and the National Education Association, or a non-member's service fee and assessments when voluntarily authorized in writing by each teacher desirous of having such dues deducted.

2. The Association shall, on or before the first day of each school year, give written notification to the Superintendent of the amount of its dues and those of the M.E.A. and N.E.A. and the amount of the non-member's service fee and assessments which are to be deducted in the coming school year under such authorizations. The amounts of deductions, as per said written notification shall not be subject to change during the entire school year. It is expressly understood that the Board is not required to deduct any new assessment under the terms of this article during the school year. For the purpose of the section, the term "school year" shall include the period beginning with the first teacher working day of school in the fall to the last teacher working day of school in the spring.

3. Authorizations for deductions filed with the Superintendent on or before the Monday prior to the first pay in September shall become effective with the first scheduled deduction. Deductions shall be made in twelve (12) equal amounts beginning with the first pay in September. Authorizations for deductions after the 17th day of January of the current school year shall be deducted from the second monthly paycheck of the second semester.

4. With respect to all sums deducted by the Board, pursuant to authorization of the employee, whether for professional dues or service fee and assessment, the Board agrees promptly to disburse said sums upon direction of the Association.

   Dues deductions shall be transmitted to the H.E.A. treasurer within five (5) days after such deductions are made. The H.E.A. shall be responsible

for disbursements of M.E.A. and N.E.A. dues paid to it to the treasurers of those organizations.

5. Any dispute between the H.E.A. and the Board which may arise as to whether or not an employee properly executed or properly revoked an authorization card pursuant to this Article shall be reviewed with the employee by a representative of the Board. Until this matter is disposed of, no further deductions hall be made. The Board assumes no liability for the authenticity, execution, or revocation of the authorization form.

6. All refunds claimed for deductions under such dues authorizations shall lie solely with the Association. The Association agrees to reimburse any teacher for the amount of any deductions deducted by the Board and paid to the Association, which deduction is by error in excess of the proper deduction and agrees to hold the Board harmless from all claims of excessive deductions.

D. Indemnification. The Association will save the Board harmless from any and all costs including witnesses and attorney fees or other incidental costs of prosecution or defense of any liability resulting from the prosecution or defense of any action claimed or otherwise to which the Board may be liable by virtue of enforcing the provisions of this article providing that the damages have not resulted in the negligence, misfeasance or malfeasance of the Board or its agents.

ARTICLE 6

TEACHING CONDITIONS

A. Teacher Work Days. Teachers are contracted to work one hundred eighty-one (181) days of teaching, one (1) day of orientation and one (1) day of inservice.

B. Teaching Hours. It is the teacher's responsibility to be in the building thirty (30) minutes before school begins and at his duty station fifteen (15) minutes before school begins. The first fifteen (15) minutes of the normal teaching day will usually be available to the teacher to perform teaching related tasks at his discretion; provided, however, that the principal reserves the right to require the teacher to attend meetings and conferences or to perform supervisory duties during inclement weather. The school day ends with the departure of the last regularly scheduled bus. Teachers are required to be in their respective buildings during this time unless otherwise excused by the building principal or the superintendent; provided, however, that teachers may leave the building during their duty free lunch period with

prior notification to the principal.

C. Teaching Responsibilities. Teachers shall be responsible for attendance, pass slips, basic hall duty, assemblies, and other teaching related duties during the teacher's teaching day assigned by the building principal, as well as classroom instruction. Failure to fulfill these responsibilities may, at the discretion of the administration, result in a written reprimand and continued neglect will result in loss of pay or time. A teacher may not be disciplined for refusing to carry out or obey an order which would clearly place the teacher in clear, present, and imminent danger or serious physical harm.

It is understood that tardiness or excessive absenteeism, including teacher's meetings, is disruptive of the educational process and is unprofessional conduct. The H.E.A. recognizes the fact that the administration is justified, in some instances, to impose disciplinary action up to and including dismissal for tardiness and/or excessive absenteeism.

D. Teaching Assignments. Teachers shall be given written notice of their subjects to be taught for the forthcoming year no later than July 1 of the current school year. In the event there is an unexpected change in staff and/or student population after August 1, the Superintendent may make necessary program adjustment and job assignments. During the month of July the Board agrees to release any teacher that desires such action.

E. Preparation Time. In the middle school and high school, a daily teacher preparation period shall be of no less duration than a class period to which the teacher is assigned. Teacher teaching less than a full class load shall receive preparation time on the following basis: assigned one or two class periods shall receive one-half class period of paid preparation time; assigned three, four, or five class periods shall receive one class period of paid preparation time.

F. In the elementary level, preparation time may be used when instruction is being provided by a music or physical education instructor or appropriate substitute as long as elementary music and physical education are a part of the curriculum.
Teachers may also use any recess time during which they are not on supervisory duty.

G. Duty Free Lunch Period. Each professional employee shall be granted one-half hour duty free lunch time exclusive of conference or preparation periods for each school day. This thirty (30) minute uninterrupted period will be at the regular building lunch time. There may be exceptions made if such exceptions are agreed to in advance by the teacher involved.

H. Class Size. To ensure the high quality of education is the goal of both teachers and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and school day should be directed at ensuring that the energy of the teacher is primarily utilized to this end.

I. Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class size should be lowered whenever possible, and the Board will make every effort to maintain the following pupil-teacher classroom ratio. This is a suggested goal that may not be attained, but will be worked toward:

1.	Kindergarten	20 pupils
2.	Elementary	25 pupils
3.	Special Education	15 pupils
4.	Middle School	27 pupils
5.	High School	27 pupils

In those courses where equipment and learning stations are limited, class enrollment should ideally be geared to the situation.

J. The elementary school shall be provided with four (4) teacher aides. If the class size in each grade K-3 averages over 25 in each grade, or if each grade 4-5 averages over 30, one (1) aide shall be assigned full time to that grade which qualifies. If more than four (4) aides are necessary to provide such support, they shall be provided by the Board. In the event of staff reductions due to economic problems aides will be dismissed prior to certified personnel.

K. Industrial and practical arts classes shall be limited by the number of teaching stations available, except additional students may be included upon mutual agreement between the teacher and the principal and the Association.

L. The media center specialist shall not teach a regularly scheduled class during the school day unless financial considerations require a specific assignments reducing the media center position to less than full time.

ARTICLE 7

TEACHER EVALUATION

A. Teacher Evaluation. The evaluation of the performance of each teacher in the school system is the responsiblity of the administration. In such evaluations, all monitoring or observations of teachers shall be conducted openly.

B. Classroom evaluation shall be by formal observation and by the immediate supervisor or other qualified administrator as designated by the Board or its agent. Each observation shall be for no less than the duration of a particular class activity or lesson. In no event shall an observation be for less than thirty (30) minutes.

C. It is understood that teacher evaluation is not limited only by classroom observation but may include other observations of other job related activities.

D. No classroom observation shall unduly interfere with the teacher's teaching situation. The first observation of a non-tenured teacher shall be preceded by no less than forty-eight (48) hours notice. All other observations may be unannounced

E. Each teacher's evaluation shall be subject to the following minimum criteria:

1. Knowledge of subject matter
2. Techniques of instruction
3. Classroom management
4. Relationships with pupils, parents and professional colleagues

F. If a teacher is evaluated outside his/her area of certification, he/she will also be evaluated within his/her area of certification.

G. Any teacher may request peer observation for the purpose of seeking professional assistance.

1. The principal may appoint a tenure coach to assist a peer if deemed necessary and shall appoint one if requested by the probationary teacher.

2. The principal, probationary teacher, and tenure coach shall mutually set a time for peer observation if the tenure coach cannot observe during his/her non-assigned teaching time.

3. Reports of peer observations need not be made in writing.

H. All classroom evaluations shall be reduced to writing and a copy given to the teacher within five (5) working days of the evaluation. The evaluator shall also within five (5) working days of written evaluation include a conference on said evaluation with the teacher. The teacher and evaluator shall sign all copies and the teacher shall be given a copy of the evaluation report. If the teacher disagrees with the written evaluation, he/she may submit a written response to be attached to the evaluation of the teacher. If an administrator believes a teacher is doing unacceptable work, the reasons therefore shall be set forth in specific terms as shall an identification of the specific ways in which the teacher is to improve and of the assistance to be given by the administration. In subsequent observation reports, failure to again note a specific deficiency shall be interpreted to mean that adequate improvement has taken place. All written evaluations and responses will be placed in the teacher's personnel file.

I. Probationary teachers are to be observed at least twice during the first semester (by October 1 and by December 1) and once during the second semester. At least one-third (1/3) of the tenure teachers will be observed and evaluated each year.

J. The Board agrees to utilize the teacher evaluation form attached to this Agreement during the 1987-88 school year, but reserves the right to change the teacher evaluation form at any time thereafter upon ten (10) days advanced notice to the Association.

ARTICLE 8

TEACHER INPUT

Teacher Input. Teachers will be allowed input in the selection of educational materials. During the term of this Agreement, the administration and Association shall meet to discuss and formulate a curriculum council.

ARTICLE 9

CONTINUITY OF OPERATIONS

Continuity of Operations. Nothing in this Agreement shall require the Board to keep schools open in the event of sever inclement weather or when otherwise prevented by an act of God. When schools are closed, teacher's shall not be required to report for work. Teachers shall be paid for all such periods.

ARTICLE 10

SENIORITY

A. Probationary Period. All newly hired teachers will be required to serve a probationary period in accordance with the Teacher Tenure Act; provided, however, that the Board in its discretion may waive the probationary period for any newly hired teachers who had previously achieved tenured status in another Michigan school district.

B. Seniority Defined. Seniority shall be defined as the length of continuous service with the Board as a member of the bargaining unit from the last date of hire. The last day of hire shall be the teacher's first work day or the date of Board action, whichever comes first. Leaves of absence pursuant to this Agreement shall not constitute an interruption in continuous service. In the event of a common seniority date, seniority shall be determined by a random drawing held the first teaching day after commencement of employment. All concerned parties shall be entitled to be present at such drawing. Credit given for prior teaching experience in other school districts shall not be considered for the purpose of accumulating seniority.

C. Seniority List. A current seniority list by K-6 and 7-12 shall be prepared by the Board and transmitted to the Association by October 30 of each year. Accompanying the name of each teacher on the list shall be the date of last hire and each teacher's certification. In the event that the Association disagrees with the seniority list, the dispute shall be resolved in accordance with the grievance procedure.

D. Superseniority. Exempt from layoff or being bumped from the bargaining unit shall be the president, president-elect, chief-negotiator, and the grievance chairperson.

ARTICLE 11

LAYOFF AND RECALL

A. Layoff. The parties hereto, realizing that education, curriculum, and staff to a large degree depend upon the economic facilities available to the Board of Education as provided by the public and State of Michigan, and the number of students enrolled in the district and in accordance with this realization understand that in some instances it may be economically necessary to reduce the educational

program, curriculum, and staff when funds are not available, hereby agree as follows:

1. In the event possible layoffs become known to the Board before the last working day of the school year, any teachers affected shall be notified by that date. If layoffs become necessary during the summer, the teacher(s) subject to layoff shall be notified sixty (60) calendar days prior to the effective date of layoff.

2. In the event it becomes necessary for the Board to lay off teachers during the school year, any teachers affected shall be given a minimum of sixty (60) calendar days notice prior to the effective date of layoff.

B. Layoff Procedure. The layoff of teachers from the bargaining unit shall be accomplished as follows:

1. In grades K-6, teachers with the least seniority shall be laid off first provided each possesses a valid Michigan elementary certificate.

2. In grades 7-12, teachers with the least seniority shall be laid off on the basis of seniority and qualifications. Qualifications shall be defined as major certification, minor certification, or experience teaching within the area in the last five (5) years.

3. In the event of layoff, no teachers shall be allowed to replace a teacher in grades 7-8 solely on the basis of a certificate endorsement reading "all subjects 7-8".

C. Recall Procedure. The recall of laid off teachers shall be in accordance with the following:

1. Teachers shall be recalled in inverse order of layoff for position openings in which they are certified and qualified as determined in Section 7.1 above.

2. If a teacher fails to report to work fifteen (15) calendar days from the date the recall notice was sent, unless an extension is granted in writing, then said teacher will be considered a voluntary quit and thereby terminate any employment relationship with the Board. Notice of recall shall be sent by certified mail to the teacher's last known address with a copy to the Association President. It shall be the responsibility of the teacher to maintain a current address with the Superintendent.

3. Any teacher who is laid off may refuse to accept less than a full time position without loss of recall rights; provided, however, that a teacher receiving unemployment compensation who refuses recall to any position offering more than half time work shall lose all recall rights. Acceptance of a position that is less than full time shall not affect a teacher's recall rights to a full time position.

4. Any teacher previously laid off who is under contract with another school district at the time of recall may refuse recall without loss of their recall rights.

D. Pay while on Layoff. During a period of layoff said employee shall not be entitled to any pay or fringe benefits at the Board's expense.

ARTICLE 12

TRANSFERS AND ASSIGNMENTS

A. Permanent Vacancies. Whenever any permanent vacancy exists in a teaching or extracurricular position in the district or if a vacancy shall occur, the Board shall publicize the same by giving written notice of such vacancy to the President of the Association and provide for posting on the bulletin boards in t he teachers' lounges. The vacancy will remain posted for a period of five (5) working days and will not be permanently filled until the expiration thereof.

B. Filling Permanent Teaching Vacancies. Teachers desiring to be considered for a permanent teaching vacancy declared by the Board shall apply in writing to the Superintendent's office within the five (5) day posting period. The Board shall award the permanent teaching vacancy to the best qualified applicant, but reserves the right to determine that none of the applicants are qualified and leave the position vacant.

In the event that the Board determines that two or more applicants are equally qualified, then the applicant with the greater seniority shall be given preference for the permanent teaching vacancy. Teachers who apply for a permanent teaching vacancy for which they are certified but do not receive assignment to that position will be provided with a written statement from the Superintendent, or his agent, of the reasons that they were not selected for the permanent teaching vacancy, and upon request shall be granted a personal interview with the Superintendent to discuss the reasons.

C. Involuntary Teaching Position Transfers. Transfers to different teaching positions will be voluntary when possible; provided, however, that the Board

reserves the right to transfer any teacher to a different teaching position for which he/she is qualified when the Superintendent determines that such a transfer is necessary. In the event that the Board determines that two or more teachers are equally qualified for the position necessary to be involuntarily filled, then the teacher with the least seniority shall be involuntarily transferred. If the transfer is not voluntary, the teacher shall be provided with a written statement which shall include documented reasons for the transfer from the Superintendent and upon request shall be granted a personal interview with the Superintendent to discuss the reasons for the transfer.

D. Definition of Qualified. Qualified for purposes of filling permanent teaching vacancies and for involuntary teaching position transfers shall be based upon the following factors:

1. Certification

2. Competency as indicated by evaluation and recommendation

3. Prior teaching experience

4. Seniority

E. Letter of Intent. The Board may furnish each teacher with a letter of intent to return, retire, or terminate his employment at a time determined to be appropriate for planning each year of this contract. These letters shall be signed and returned not later than a date established on the notice. A letter of intent does not constitute a contractual agreement with the Board for the coming year. On the letter of intent will be section worded as follows:

I _____ name _____ request consideration for an opening which may occur in _____ grade-subject _____ between now and the beginning of the ensuing school year.

Summer notification shall be by certified-registered mail, return receipt requested. The teacher shall respond to the administration within five (5) days of the date of receipt of said letter. All applicants for a position shall be notified by the Board when a position is filled.

F. Promotion to Administrative Position. The Board reserves the right to promote on the basis of its own judgment's of qualifications and also to hire new

administrative employees for any opening or vacancy.

ARTICLE 13

GRIEVANCE AND ARBITRATION PROCEDURE

A. Definition of a Grievance. A grievance shall be defined as a complaint by any teacher, group of teachers, or the H.E.A. believing that there has been a violation, in interpretation, or misapplication of any provision of this agreement or any existing rule, order, regulation, or policy established by the Board or school administration, relating to wages, hours, terms or conditions of employment. Complaints or problems that are not grievances as defined above shall be processed in accordance with the grievance procedure, but excluding arbitration.

B. Grievance Form. The grievance form shall be prepared by the Association in a form which coincides with the Grievance Procedure established in this Agreement.

C. Grievance Procedure. The Board hereby designates as its representative for purposes of adjusting grievances the building principals and the Superintendent of Schools. All grievances shall be handled in the following manner.

Step 1. Oral Procedure. An employee with a complaint shall discuss the matter with the employee's building principal within ten (10) working days from the time of the occurrence of the events giving rise to the complaint or within ten (10) working days from the time that the employee involved first knew or could have known of the facts giving rise to the complaint. The Association and the Board may have non-employee representatives at this meeting. The employee's building principal will endeavor to give an oral answer to the complaint within five (5) working days of the discussion with the employee concerned. Every effort shall be made to settle the complaint in this manner.

Step 2. Written Procedure - Principal. If the complaint is not satisfactorily settled in the Step 1, Oral Procedure, the complaint shall be reduced to a written grievance within ten (10) working days from the time of the giving of the building principal's oral answer in Step 1. The grievance shall be signed by the employee and shall indicate the Section or Sections of this Agreement in dispute and shall adequately set forth the facts giving rise to the complaint. The grievance shall be submitted to the building principal. The building principal, the employee involved, and a member of the Association's Grievance Committee if requested by the employee, may discuss the grievance. The Association and Board may have non-employee representatives at the meeting. A request for a member of the Association's Grievance Committee to participate in the discussion of a grievance shall be made by the employee to the

building principal, who shall make proper arrangements as soon as possible. The building principal shall place a written disposition upon the grievance within five (5) working days following the date the grievance was submitted at this step and return it to the employee. A copy of the written disposition shall be provided to the Association.

Step 3. Written Procedure - Superintendent. If a grievance is not resolved in the Step 2, Written Procedure, the grievance may be submitted to the Superintendent within five (5) working days after receipt of the building principal's written disposition in Step 2. The Superintendent, the employee involved, and member of the Association's Grievance Committee shall meet to discuss the grievance. The Association and Board may have non-employee representatives at this meeting. The Superintendent shall place a written disposition on the grievance within ten (10) working days following the date the grievance was submitted at this Step, and return it to the employee. A copy of the written disposition shall be provided to the Association.

Step 4. Written Procedure - Board. If a grievance is not resolved in the Step 3, Written Procedure, the grievance may be submitted to the Secretary of the Board within five (5) working days after receipt of the Superintendent's written disposition in Step 3. The Board, the employee involved and a member or members of the Association's Grievance Committee may meet to discuss the grievance. The Association and the Board may have non-employee representatives at the meeting. The Board shall make a final written determination on the grievance within twenty (20) working days following the date of the grievance was submitted at the Step, and return it to the employee. A copy of the written disposition shall be provided to the Association.

D. General Application Grievance. All grievances of a general nature affecting teachers at more than one level may be initiated by the Association at Step 3 of the grievance Procedure within ten (10) working days from the time of the occurrence of the events giving rise to the complaint. All such grievances shall be signed by a member of the Association's Grievance Committee, shall indicate the Section or Sections of this Agreement in dispute, and shall adequately set forth the facts giving rise to the complaint.

E. Arbitration. If the Association is not satisfied with the disposition of the grievance at the Board level, it may submit the grievance to arbitration by filing a request for arbitration with the American Arbitration Association within thirty (30) days following the receipt of the Board's written disposition in Step 4 of the grievance procedure. The Association shall also advise the Board of its intent to arbitrate the grievance contemporaneously with its request for Arbitration. If the Association does not request arbitration in the manner or within the time limits established herein, the particular grievance shall be considered settled on the basis of the Board's last

disposition and shall not be arbitrable.

F. Non-Arbitrable Grievances. Notwithstanding any other provision of this Agreement, the dismissal or demotion of a tenured teacher is not arbitrable. In addition, the following matters are subject to advisory rather than binding arbitration:

1. The termination of services or failure to reemploy and probationary teacher.

2. The placing of a probationary teacher on a third year of probation.

G. Selection of Arbitrator. The arbitrator shall be selected from a panel of arbitrators submitted by the American Arbitration Association in accordance with its rules. The fees and expenses of the arbitrator shall be shared equally by the Association and the Board. Each party shall pay the fees, expenses, wages, and any other compensation of its own non-teacher witnesses, representatives and legal counsel.

H. Arbitrator's Powers. The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written, shall be limited to interpretation of contract language in the area of teacher evaluation. The arbitrator shall have no power or authority to amend, alter or modify this Agreement either directly or indirectly. If the issue of arbitrability is raised, that question must first be decided before the arbitrator may be permitted to hear the merits of the grievance.

I. Just Cause. No teacher shall be disciplined, discharged, reduced in compensation or deprived of any contractual right without just cause.

J. Arbitrator's Decision. The arbitrator's decision shall be final and binding upon the Association, the Board and the employees in the bargaining unit; provided, however, that either party may have its legal remedies if the arbitrator exceeds the jurisdiction provided in this Agreement.

K. Arbitration After Termination of Agreement. After the expiration of this Agreement the Board shall continue to be obligated to arbitrate grievances arising during the term of this Agreement which were timely filed prior to the expiration of this Agreement.

L. Time Limits. The time limits established in the grievance procedure shall be followed by the parties hereto. If the time procedure is not followed by the Association or the employees represented by the Association, the grievance shall be considered settled on the basis of the Board's last disposition. If the time procedure

is not followed by the Board, the grievance shall automatically advance to the next Step, but excluding arbitration. The time limits established in the grievance procedure may only be extended by mutual agreement in writing, and the period of extension must be specified in that written agreement.

M. Time Computation. A working day under the time procedures established in the grievance procedure shall mean calendar days excluding Saturdays, Sundays and other days that school is not in session; provided however that weekdays during

ARTICLE 14

PERSONAL LEAVES OF ABSENCE

A. Personal leaves of Absence. Requests for a personal leave of absence shall be submitted in writing to the teacher's building principal at least five (5) working days in advance of the date of the requested leave of absence. All requests shall state the reason for the leave and must be signed by the employee. Leaves of absence for personal reasons shall be granted in accordance with the following:

1. Leave without salary. Leaves of absence for up to five (5) days may be granted by the Superintendent, whose approval shall not beunreasonably withheld. In the event that a teacher requests more than five (5) days of unpaid leave in any school year, the approval of such leave shall be at the discretion of the Superintendent. The daily salary rate shall be deducted for each day of personal leave of absence, and the teacher shall have the daily benefit rate deducted for all absences under this subsection in excess of five (5) days in any one school year. The deduction of the daily salary rate, and daily benefit rate, if any, shall be made in the pay period immediately following the personal leave of absence. Except for emergencies, unpaid leave cannot be used to extend holiday or vacation periods.

2. Leave without salary or benefits. Any teacher desiring a leave of absence for longer than five (5) days may be granted such a leave by the Board, whose approval shall not be unreasonable withheld. All such leaves shall be without salary or benefits, and no teacher may be on a leave of absence under this subsection beyond the end of the school year during which the leave commenced. The commencement date and return date shall be specified in the grant of the leave of absence. Teachers who desire to return prior to the scheduled return date shall do so with Board approval. A teacher returning after a leave of absence under this

subsection shall be returned to their former position. A teacher who does not intend to return to employment after such leave shall notify the Board at least thirty (30) days prior to the date scheduled for return to work.

B. A teacher will be allowed three (3) days per school year for business, personal or professional activities with full pay. Notice for these days will be submitted in writing at least 48 hours in advance of the leave, to the building principal, except in an emergency when the waiting period will be waived.

1. This leave is not provided for vacation or recreational purposes or to extend a vacation or holiday period, nor can it be used to operate a personal enterprise.

2. The teacher will state the reason for the leave and it must be signed by the teacher. In an emergency the teacher will fill out a notice on the first work day when the teacher returns to work.

3. One (1) day shall be exempt from the restrictions set forth in sections B-1 and B-2 above.

4. Unused personal days in this section will be added to the teacher's unused sick days.

ARTICLE 15

SICK LEAVE

A. Sick leave for the personal illness and or disability of all professional employees may accrue at the rate of 10 days per year for a work year of 36 through 41 weeks, 11 days for 42 through 46 weeks and 12 days for 47 weeks and shall continue to accumulate to 50 days. Any days over 50 accumulated as of June 30, 1987 shall be grandfathered as usable sick days not eligible for payment.

B. All personnel shall be entitled to all his accumulated sick leave on the first official day of school, even though he may be unable to report for duty on that day. However, in this instance, upon request of the Administration he must present a statement from his attending physician. The first official school day is to mean the first day for which salary is paid. He shall receive his pay currently along with all other employees.

C. Any teacher whose accumulated sick days reach 50 will be paid at the rate

of $15 per day for those days over 50. Days grandfathered over 50 as of June 30, 1987 shall be used after the annually accumulated 12 days are used.

D. No payment will be made for any unused sick leave accumulated by an employee at the time of resignation or dismissal, retirement, leave of absence, or death.

E. Teachers may utilize paid sick leave when they are incapacitated due to personal illness and/or disability. Personal illness and/or disability shall include self, spouse, parents (or one who has stood in that relationship) and minor and/or dependent child. In the event that a teacher is abusing sick leave or uses ten(10) consecutive sick leave days, the Board may require that medical verification be provided from the attending physician or practitioner.

F. A teacher who has exhausted all of his sick leave may apply in writing to the Board of Education for a leave of absence without pay for the duration of the illness or disability up to the balance of the school year. The teacher may request an extension or renewal of the leave of absence in writing, provided that such a renewal or extension shall be in the sole discretion of the Board of Education. The Board shall set the beginning and ending date of the renewal leave of absence. The teacher shall notify the Superintendent at least thirty (30) days prior to the expiration of the leave of his intent to return.

G. If the Board has reason to believe that the employee is not ready to return to work, the Board may ask the employee for a second medical opinion. If this cost is not covered by MESSA, the Board will pay the cost of the second opinion. The employee shall pick one of up to three physicians selected by the Association President and the Superintendent.

H. A teacher shall notify the Board of the need to utilize paid sick leave as far in advance as possible.

I. Disability association with pregnancy, miscarriage, abortion or childbirth shall be treated as any other disability.

J. Teachers who incur a work related injury for which they are receiving Worker's Compensation benefits may utilize accrued paid sick leave days charged to the teacher's sick leave account on a pro-rata basis, to maintain the difference between the teacher's net take home pay and the Worker's Compensation benefits received. It is agreed between the parties that this use of paid sick leave is not a wage continuation program as that term is utilized in the Worker's Compensation Act. In the event that this use is claimed to be a wage continuation program by the Board's worker's compensation carrier, the parties agree to renegotiate this subsection.

ARTICLE 16

SICK BANK

A. Each teacher shall donate 1 day of sick leave each year until the bank is built up to 4 days per bargaining unit member at which time no more days will be added on a yearly basis until the bank falls below 50 days. Additions will be made to the bank at the beginning of the school year or at the time during the year when the bank falls below 50 days.

B. The teacher must exhaust all of his/her personal sick days which have been accumulated before he/she is eligible to make withdrawals from the sick bank. Persons withdrawing days from the sick leave bank will not have to replace those days except as a regular contributing member of the bank.

1. Having received written documentation of alleged abuse of the sick leave bank from the Board, its representative, or an Association member, the Association shall require the teacher to furnish to the executive council and the Board of Education a letter from his/her physician stating that his/her illness and/or disability. A copy of said notice requirement shall be provided by the Board.

2. Should said teacher not furnish a letter from his/her physician stating that he/she was unable to return to work because of his/her illness and/or disability, the Board shall dock said teacher 1/183 of the teacher's salary from the next bi-weekly compensation. Said teacher shall only be docked for proven occurrences of sick leave abuse.

3. Said teacher shall not be denied future access to the bank on the basis of any prior abuse as long as said teacher can provide a letter from his/her physician stating that he/she was unable to return to work because of his/her illness or disability.

4. The Board may require a second medical opinion, in such cases the same procedure as outlined in section 3-A of this article will be followed, except the Board will pay any expense incurred not covered by MESSA. The employee shall pick one of up to three physicians selected by the Association President and the Superintendent.

C. Sick bank days may be used for the same purposes as personal accumulated sick days in Article 18.

D. Bargaining unit members will be allowed up to 45 days per school year

from t he sick bank and must be on the job and capable to perform said job at least one day before they may withdraw days from the sick bank.

E. The sick bank will accumulate to a number greater than four times the number of bargaining unit members in any year when new teachers are hired, or when the previous years' accumulation will not yield a total of four days per bargaining unit members.

Example for E.

Year 1 we have	125 days in bank
Year 2 add	51
Year 3 add	51
	227

The added total will yield 227 which is 23 days over 4 x 51. According to the formula we would not contribute any days in year 4. However, if a new teacher were to join us they would have to contribute one day which would increase the total to 228.

ARTICLE 17

CHILD CARE LEAVE

A leave of absence without pay or benefits will be granted to teachers for the purpose of care of a newly born child or newly adopted child. Such a child care leave may commence upon two weeks written notice to the Board, but my not commence later than twenty (20) working days after the birth or adoption of a child. All such leaves shall terminate at a date established in advance by the Board, which may not be later than the commencement of the second school year after the birth or adoption of the child.

ARTICLE 18

BEREAVEMENT LEAVE

Each bargaining unit member in the Hesperia School System is allowed five (5) days emergency leave in case of death in the immediate family (wife, husband, child, mother, father, mother-in-law, father-in-law, sister, brother or one who has stood in that relationship) for each occurrence. A maximum of one (1) day (non-accumulative) per year shall be allowed for attendance at the funeral service of any person whose relationship to the teacher will warrant such attendance. In the event the above days

are not sufficient, additional days may be used from personal business or sick leave with approval of the Superintendent. The five (5) days emergency leave provided for above shall also be non-accumulative.

ARTICLE 19

JURY DUTY/SUBPOENA LEAVE

Any teacher called for jury duty or who is subpoenaed to testify during school hours in any judicial or administrative matter (excluding cases in which the teacher is a party in interest) shall be paid the difference between compensation received for such duties and their salary, excluding travel allowances or reimbursement of expenses, for such time spent on jury duty or giving testimony without deduction from leave days. This clause shall not apply for any teacher in excess of thirty (30) days in any contract year.

ARTICLE 20

SABBATICAL LEAVE

Sabbatical leaves may be granted in accordance with Section 380.1235 of the School Code of 1976 as amended.

During the sabbatical leave the bargaining unit member will be considered to be in the employ of the school district. The Board agrees to pay the insurance costs of the teacher on an approved leave under this article. The insurance coverage would be no more than the coverage issued to the teacher the previous year. The teacher may opt for the cash payment equal to the sum of the insurance premiums instead of having the coverage.

ARTICLE 21

ASSOCIATION LEAVE

A. The Board shall grant released time to a designated representative of the Executive Committee of the Association to be used for Association business connected with the NEA, MEA, and HEA. The released time shall not exceed ten (10) days per school year.

B. The Association will notify the Superintendent of Schools in writing when Association days are needed. The notification shall include the designated representative of the Association and shall be signed by an officer of the HEA.

C. The Board shall be reimbursed by the Association for the cost of substitute pay for the released time used by the Association member employed by the Board, if a substitute is needed.

ARTICLE 22

PROFESSIONAL COMPENSATION

A. Annual Salaries. The salaries for teachers covered by this Agreement are set forth in 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 pro rata salary determined by the number of days actually worked 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 pro rata salary determined by the number of hours worked to the number of hours in a full day's schedule.

B. Interpretation of Schedule A. Teachers shall be entitled to annual salaries under Schedule A in accordance with the following.

1. Steps. Each salary step shall represent one full year of employment with the Board. Advancement from one step to the next shall be automatic during the term of this Agreement upon completion of a full school year of employment with the Board. For purposes of this paragraph only, a full school year of employment is defined as one school year in which the teacher actually works more than one half of the number of calendared duty days in the school year. All new teachers will be hired at the base step; provided, however, that the Board in its discretion may hire a new teacher at up to Step 10 based upon that teacher's prior teaching experience in another school district.

2. Certificate Column. A teacher shall be placed on the proper column of Schedule A based upon receipt by the Superintendent 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 be implemented the pay period following receipt of the above mentioned official documentation by the Superintendent, and shall not be retroactive to the beginning of the school year. All degrees and credits must be earned at accredited institutions, on a planned program or

approved by the Superintendent in advance. No credits taken prior to June 30, 1987 shall be excluded.

C. Extra Duty Compensation. Teachers performing duties authorized by the Board in addition to their classroom responsibilities shall receive extra compensation in accordance with Schedule B. The compensation levels set forth in Schedule B are based upon employment and completion of the duties for the extra assignment. The compensation set forth in Schedule B shall be paid at the end of the Schedule B activity. Schedule B shall be paid at the designated percentage rate applied to step 2 of the employee's salary schedule. Driver education shall be paid at the rate of $12.50 per hour.

D. Pay Periods. Payment of the salaries set forth in Schedule A shall be biweekly on the basis of 26 pays per school year. A teacher may elect to receive payment of the salary set forth in Schedule A on the basis of 21 pays per school year by filing a written request for such payment with the Superintendent prior to the Friday before the first pay day in any school year. A teacher on 28 pays may elect to receive a lump sum payment of the 21st through 26th pays by applying in writing to the Superintendent in advance of the 21st pay day. The board agrees to provide for lump sum payments unless it determines that such payments would cause a cash flow problem for the district.

E. Daily Salary Rate. In the event of deductions for absences on calendared duty days that are not covered by paid leaves of absence, the following daily salary rate shall apply:

Contractual Annual Teaching Salary

Teacher Duty Days = Daily Salary Rate

F. Daily Benefit Rate. In the event of deductions for absences on calendared duty days that are not covered by paid leaves of absence, the following daily benefit rate shall apply:

Contractual Annual Benefit Cost

Teacher Duty Days = Daily Benefit Rate

G. Longevity Payment. The annual salaries of teachers who have completed at least fifteen (15) years of continuous service with the Hesperia Community Schools shall be paid $1000 over step 12 of the appropriate salary schedule, and the annual salaries of teachers who have completed at least nineteen (19) years of continuous service with the Hesperia schools shall be paid $2300 over step 12 of

the appropriate salary schedule. Teachers who complete fifteen (15) or nineteen (19) years of continuous service with the Hesperia Community Schools during a school year shall receive a pro-rated longevity payment at the end of that school year.

H. Substitution for Another Teacher. Any contract teacher substituting during the absence of another teacher will be paid 1/3 of a substitute's pay for the period worked. Such pay shall be only for conference periods.

I. Severance Pay. After twenty (20) years of continuous service in the bargaining unit beginning with the last date of hire in Hesperia Community Schools, said teacher shall be entitled to a one (1) time payment of $30 for each year of service, payable upon severance.

J. Pay for Supervising a Student Teacher. The money paid by the student teacher's institution for the supervision of said student teacher shall be distributed to the specific supervising teacher to whom the student teacher is assigned. If more than one supervising teacher is involved, the money paid by the institution shall be divided among them based on the assignments. Only tenure teachers may supervise a student teacher. A building principal or potential supervising teacher may reject a student teacher.

K. Retirement Incentive. A teacher who has acquired at least twenty-five (25) years of service in the School Employees' Retirement System (MPSERS) and has worked for the Hesperian Community Schools for at least thirteen (13) continuous years shall be entitled to a generic buy-out by the Board of Education for the number of years of credit necessary to reach thirty (30) years of service, but the buy-out cannot exceed five (5) years, provided that all of the following conditions are met.

1. The teacher must be actively employed by the school district at the time of application and must met the eligibility requirements of the generic or Universal Buy-In credit plan.

2. The teacher must submit his/her written letter of resignation at least sixty (60) days prior to the close of the school academic year. If a teacher elects to retire during the school academic year, his/her resignation must be submitted sixty (60) days prior to his/her last teaching day.

3. The teacher must submit a billing statement from MPSERS to the school district that states the costs of the years being purchased under P.A. 194 of the 1989 or its successor provision. The district will forward the money to MPSERS within thirty (30) days of receipt of the

billing statement.

4. The Board will not reimburse teachers who have already purchased service credit years.

5. Teacher applicants are limited to two (2) per school year. Additional applicants may be approved at the discretion of the Superintendent of Schools.

This section will terminate on July 1, 1993.

ARTICLE 23

INSURANCE

A. The Board shall furnish to all teachers the following insurance protection without cost to the teacher for a full 12 month period; provided, however if a husband and wife are both members of this bargaining unit, one shall elect Plan A, the other Plan B.

1. MESS Pak Plan A (for teachers electing health insurance) consisting of:

   Super Care II
   Delta Dental Plan E ($1,000 max. per year,
   80 % Class I,
   80% Class II, with 007 orthodontic benefit with a $1300 max. and COB)
   MESSA Life Insurance @ $30,000 with AD&D(to be paid to the teacher's designated beneficiary)
   Vision - VSP2 (with COB)
   Long Term Disability - 60%
   $2,500 maximum/mo
   90 calendar days/modified
   Freeze on offsets
   Alcohol/drug 2 years
   Mental nervous 2 years

Medical, Dental and Vision insurance shall cover the teacher's entire family. MESSA Limited Medicare Supplement premiums will be paid on behalf of the teacher, spouse and/or dependent eligible for Medicare.

2. MESSA Pak Plan B (for teachers not electing health insurance) consisting of:

MESSA Options up to a single subscriber premium level for
Super Care II
Delta Dental Plan E ($1,000 max. per year, 80% Class I, 80% Class II, an orthodontic 007 rider of $1300 on the dental Coverage.
MESSA Life Insurance @ $50,000 with AD & D (to be paid to the teacher's designated beneficiary)
Vision VSP2 (with COB)
Long Term Disability - 60%
$2,500 maximum/mo
90 calendar days/modified
Freeze on offsets
Alcohol/drug 2 years
Mental nervous 2 years

Dental and Vision Insurance shall cover the teacher's entire family.

B. 1. In the event a teacher has exhausted paid sick leave, the above-mentioned fringe benefits shall continue uninterrupted throughout the pro-rata portion of the twelve month insurance year.

2. In the event a teacher is terminated or resigns during the school year, the insurance shall be continued until the teacher has received the pro-rata portion of the twelve month insurance year earned at the time of the termination or resignation.

3. In the event a teacher dies during the school year, and providing the policy permits continued coverage, the Board shall continue pay ments until the beneficiary has received the pro-rata portion of the twelve month insurance year earned at the time of the teacher's death. If the teacher dies after the completion of the school year, and providing the policy permits continued coverage, the Board shall continue payments until the beneficiary has received the pro-rata portion of the twelve month insurance year earned at the time of the teacher's death.

4. Teachers assigned less than a full work load shall receive a pro-rated portion of the benefits of teachers assigned a full work load.

5. A teacher who is hired with an effective first work day after the first required work day of the school year, shall be entitled to fringe benefits for a duration determined on a pro-rata basis.

C. The Board shall make payment of insurance premiums for all persons to

assure insurance coverage for the full twelve-month period commencing September 1, and ending August 31 even though the teacher may not be returning the next school year.

The open enrollment period shall be jointly established by the Board, the Association and MESSA, including opportunities for summer pre-enrollment and fall open enrollment and whenever group or individual subsidy amounts increase or decrease affecting the benefit package.

The Association shall be responsible for providing insurance information including applications and claim materials.

ARTICLE 24

SCHOOL CLOSING

In the event school is closed due to an act of God, the first three (3) days shall not be made up. The fourth day will be the morning of the in service day and shall be scheduled as a one-half (1/2) day of instruction, one-half (1/2) day in service. The additional days will be scheduled on the midwinter break days as one-half (1/2) days of instruction. Any days which need to be made up after the last regularly scheduled day of school will be paid for on an alternating schedule: the first day unpaid, the next paid, and so on. The staff will be paid one-half (1/2) per diem and the days will be made up as one-half (1/2) days in the event the district needs to meet the 900 hour state requirement. If the law on acts of God days changes or the law is not enforced, the language will revert to Article 9 of the master agreement.

ARTICLE 25

MISCELLANEOUS

A. Captions. The captions used in each Section of this Agreement are for the purposes of identification and are not a substantive part of this Agreement.

B. Severability. If any Article or Section of the Agreement or any addendum thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be ruled invalid by such tribunal, the remainder of the Agreement and addendums shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

C. Terms of Agreement. This Agreement shall be effective as of the first of

September, 1990 and shall terminate automatically on the thirty-first of August, 1993. It is expressly understood that this Agreement may not be modified orally and any agreements and letters of understanding of the interpretation of this contract shall be in writing and dated and signed by representatives of both the Association and the Board.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives of the date indicated below.

BOARD OF EDUCATION HESPERIA COMMUNITY SCHOOLS	HESPERIA EDUCATION ASSOCIATION
/s/ Gary L. Slate President	/s/ Patrick Bolen President
s/ Sally Patton Secretary	/s/ Patrick Bolen Chief Negotiator

SALARY SCHEDULE

SCHEDULE A - 1990-91

STEP	BA/BS	MA/BA+30	ED/MA30 BA60
Base	22,163	23,748	25,111
1	23,271	24,935	26,367
2	24,379	26,123	27,622
3	25,487	27,310	28,878
4	26,596	28,498	30,133
5	27,704	29,685	31,389
6	28,812	30,872	32,644
7	29,920	32,060	33,900
8	31,028	33,247	35,155
9	32,136	34,435	36,411
10	33,245	35,622	37,667
11	34,353	36,809	38,922
12	35,461	37,997	40,178

SALARY SCHEDULE

1991-92

STEP	BA/BS	MA/BA +30	EDS/MA30BA60
BASE	23,382	25,054	26,492
1	24,551	26,328	27,839
2	25,720	27,601	29,185
3	26,889	28,875	30,532
4	28,058	30,149	31,879
5	29,228	31,422	33,225
6	30,397	32,696	34,572
7	31,566	33,969	35,919
8	32,735	35,243	37,265
9	33,904	36,517	38,612
10	35,073	37,790	39,959
11	36,242	39,064	41,305
12	37,411	40,337	42,652

SALARY SCHEDULE

1992-93

STEP	BA/BS	MA/BA+30	EDS/MA 30 BA 60
BASE	24,668	26,432	27,949
1	25,901	27,798	29,393
2	27,135	29,163	30,837
3	28,368	30,529	32,281
4	29,602	31,895	33,725
5	30,835	33,260	35,169
6	32,068	34,626	36,613
7	33,302	35,991	38,057
8	34,535	37,357	39,501
9	35,769	38,723	40,945
10	37,002	40,089	42,389
11	38,235	41,454	43,833
12	39,469	42,820	45,277

SCHEDULE B

ACTIVITY	LEVEL	POSITIONS	RATES
Class Sponsor	Senior	1	$200
	Junior	1	$200
	Sophomore	1	$150
	Freshmen	1	$150
Helpers	Senior	1	$115
	Junior	1	$115
	Sophomore	1	$100
	Freshman	1	$100
Shop Maintenance		1	$450 annual
Driver Education			$12.50 per hour class & B.T.W.
Intramurals			$6.50 per hour
Middle School Class Sponsor	Grade 8		$150*
	Grade 7		$150*
	Grade 6		$150*

*This total is to be split among the sponsors. To qualify, each sponsor must have participated in two (2) or more extracurricular events involving those students.

SCHEDULE B
Extra Curricular

Activity	Level	Number Position	Year 1*	Year 2*	Year 3*	Year 4*
Football	Varsity	1	9	10	11	12
	Assistant	3	5.5	6.5	7.5	8.5
Basketball	Varsity-B	1	9	10	11	12
	Varsity-G	1	9	10	11	12
	JV-B	1	5.5	6.5	7.5	8.5
	JV-G	1	5.5	6.5	7.5	9.5
	Freshmen		4.5	5.0	5.5	6.0
Wrestling	High School	1	9	10	11	12
Volleyball	Varsity & JV	1	9	10	11	12
Baseball	Varsity	1	7	8	9	10
	JV	1	4	5	6	7
Softball	Varsity - G	1	7	8	9	10
Track	Varsity B& G	2 (only)	7	8	9	10
	Assistant B& G	2 (only)	4	5	6	7
Cheerleading	High School (Per Season)	1	3	4	5	6
Band	High School	1	9	10	11	12
Chorus	High School & Middle School	1	2	3	4	5
Forensics	High School	1	2.5	3.5	4.5	5.5
Yearbook	High School	3	3	4	5	
	Layout Advisor		3	4	5	
	Photography		3	4	5	
	Business					
Plays	High School (per play)	1	2	3	4	5
Quiz Bowl	High School	1	2	3	4	5
School News	High School					2.5
School Improvement**	District Wide Committee	7	5			

*Percentage of step 2

**Must attend 75% of scheduled meetings to be eligible for pay.
$12.00/hr for summer work.

Payroll Deduction Authorization

I hereby authorize you, the payroll supervisor, to make regular deductions from pay in the following amounts:

Credit Union, $_____ MESSA, MEFSA, MEA

Tax Sheltered Annuity

_____
Annuity Company

_____
Program
$_____

_____
Program
$_____

Social Security Number: _____

Signature of Employee: _____

Name in Full: _____

Residence Address: _____
(Street)

_____
(City, State, and Zip Code)

Date: _____

HESPERIA COMMUNITY SCHOOLS
— and —
HESPERIA EDUCATION ASSOCIATION

Letter of Understanding Regarding Payment Under MESSA Pak Plan B

The provisions of Article 23, Section A Provide that teachers not electing health insurance may apply up to the single subscriber premium level for Super Care II towards MESSA fixed options. The provisions of Article 23 notwithstanding, it is agreed that for teachers electing MESSA Pak Plan B, the Board shall pay up to $100 per month for the MWFSA Non-Taxable Options selected by the teacher; provided, however, that the combined cost of the MEFSA and MESSA options selected shall not exceed the single subscriber premium level for Super Care II. This provision shall be effective as of January 1, 1988 for Frank Murray, Donna Grodus, David Outwin, and Jan Chye. As to all other individuals, this provision shall become effective as of September 1, 1988.

BOARD OF EDUCATION
HESPERIA COMMUNITY SCHOOLS

/s/ Gary L. State
President

/s/ Sally Patton
Secretary

HESPERIA EDUCATION ASSOCIATION

/s/ Patrick Bolen
President

/s/ Patrick Bolen
Chief Negotiator

TEACHER EVALUATION SUMMARY FORM

Section_____of the master agreement requires attention to four areas of teaching as follows:

1. Knowledge of subject matter.
2. Techniques of instruction
3. Classroom management.
4. Relationships with pupils, parents and professional colleagues.

The following areas are to be marked in accordance with the administrator's observation and other pertinent information.

Any rating "below average" must be supported with documentation and suggestions for improvement with dates for correction of the deficit listed

	Excellent	Good	Average	poor	unacceptable	Not Observed
I. Knowledge of Subject Matter						
II. Teaching Techniques						
A. Deals with individual needs						
1. Cognitive						
2. Self concept						
B. Lesson Planning						
C. Use of Instructional Techniques						
D. Use of Materials and Media						
III. Classroom Management:						
A. Atmosphere for learning						
B. Demeanor						
C. Organization						

	Excellent	Good	Average	Poor	Unacceptable	Not Observed
IV. Relationship with students:						
V. Others						
A. Relations with parents						
B. Relations with teachers						
C. Relations with principal						
D. Profession Growth						

Date of preobservation conference

Date of observation

Date of teacher/administrator conference

Teacher's signature

Administrator's signature

The teacher's signature does not signify agreement but the fact that this form has been reviewed. The teacher has the right to attach a statement to this form.

Attachments:

1. Anecdotal record
2. Comments
3. Suggestions

EVALUATION GUIDELINES FOR TEACHER OBSERVATION

Each classroom observation must meet the requirements of the master agreement as a minimum. The observer is expected to check each area on the check sheet following the observation. REMEMBER — If it isn't written down it didn't happen.

Below is a brief description of each category listed. It is not intended to be all inclusive but a guideline.

I. Knowledge of Subject Matter:

A. The teacher possesses the requisite subject matter necessary to his/her assignment. He/she seeks knowledge of changes in the field.

II. Teaching Techniques:

A. Individual Needs:

1. Cognitive: The teacher makes a direct effort to help each student understand the topic and concepts under discussion. Individual needs are being met through questioning techniques, responses to students, materials being used.

2. Self Concepts: The teacher uses positive techniques through praise, constructive criticism and avoids embarrassing or threatening either the class or individual.

B. Lesson Planning:

The teacher draws upon student interest as a motivating force using a variety of devices and techniques. He/she encourages all pupils to participate and gives pupils opportunity to express themselves. He/she encourages critical and reflective thinking. He/she praises pupils' efforts and avoids embarrassing or threatening either the class or individuals. Assignments are definite, clear, interest arousing and related to pupil abilities.

D. Use of Instructional Media:

Medial being used is directly related to the unit being studied. It is properly presented showing its correlation to the subject; proper introduction and follow up are utilized as instructional techniques. The material has been previewed.

III. Classroom Management:

A. Atmosphere for Learning:

The teacher maintains a functional environment by using available learning materials creatively and maintaining attractive information displays. The teacher encourages respect for property and room appearance.
Students are attentive and non-disruptive.

B. Demeanor:

Teacher is even tempered in response to pupils, avoids sarcasm and nagging; remains reasonably poised in emergency situations; handles unanticipated problems calmly and objectively, remains reasonably calm and collected in the face of frustrating or persistently difficult situations.

C. Organization:

The teacher is firm but friendly, is consistent in policy, is self-sufficient and self confident in management of pupils. The teacher handles his/her own discipline problems but refers pupils to appropriate professional staff member when necessary.

IV. Relationship with Students

A. Relationship with Pupils:

There is definite evidence of mutual respect, cooperative courtesy and a willingness to work. A feeling of warmth, genuineness and friendliness prevails.

The teacher is interested in and understand pupils. He/she is kind and considerate of pupils' feelings. He/she respects and relates to students as individuals.

V. Other:

A. Relations with Parents:

The teacher accepts the responsibility for keeping parents informed in matters relating to their child.

He/she encourages the interest of parents in their children's welfare. When they visit school, he/she treats them courteously, helps them to understand the

school program and invites their cooperation. He/she confers with parents in a
f rank professional manner, stressing accomplishments as well as failures.

B. Relations With Teachers and Non-Teaching Staff Members:

The teacher works cooperatively with the staff. He/she is friendly and courteous and show willingness to help teachers new to the school. He/she is recognizes and appreciates the good work of all staff members. He/she does not let personal feelings interfere with professional judgement.

C. Relations With Principals:

The teacher keeps the principal informed prior to activities being planned. Co-operation with the building administrator is reflected in carrying out building policy and seeking solutions to problems. The teacher is honest and forthright with the principal at all times.

D. Professional Growth:

The teacher shows evidence of reading professional literature, attending classes related to the courses being taught or focused toward professional aspirations, and reflects currentness in his/her profession.

ANECDOTAL RECORD OF EVENTS IN THE CLASS ROOM

I. General Data

A. Classroom environment:

B. Materials and equipment used:

C. Lesson plans

II. Observations using time line and observations or other appropriate format.

Time	Activity observed

Time	Activity Observed (continued)

III. Comments related to observations (note the area being discussed ie. III-A)

EXAMPLE

III. A. Atmosphere for learning

John Doe was disruptive by talking to Mary Doe - you failed to correct his actions.

IV. Suggestions for Improvement

Area	Corrective action	Date of correction
Example III A	When a student is bothering his neighbors you need to call his attention to the fact and direct his attention to the lesson.	July 15, 1983

Notes