

8/31/97

AGREEMENT

BETWEEN

THE

HILLMAN BOARD OF EDUCATION

AND THE

NORTHERN MICHIGAN EDUCATION ASSOCIATION

HEA/NMEA/MEA,NEA

AUGUST 31, 1994 TO AUGUST 31, 1997

Hillman Community Schools

INDEX

EDUCATION ASSOCIATION AGREEMENT	2
ARTICLE I, RECOGNITION	3
ARTICLE II, MANAGEMENT RIGHTS	4
ARTICLE III, ASSOCIATION AND TEACHER RIGHTS	5
ARTICLE IV, AGENCY SHOP PROVISIONS	6
ARTICLE V, PROTECTION OF TEACHERS	7
ARTICLE VI, GRIEVANCE PROCEDURE	9
ARTICLE VII, TEACHING HOURS AND LOAD	12
ARTICLE VIII, TEACHING CONDITIONS	13
ARTICLE IX, TEACHER EVALUATION	15
ARTICLE X, VACANCIES, PROMOTIONS, TRANSFERS AND ASSIGNMENTS	16
ARTICLE XI, LAYOFF AND RECALL PROCEDURE	18
ARTICLE XII, SITE-BASED DECISION MAKING	20
ARTICLE XIII, MEDICALLY FRAGILE STUDENTS	22
ARTICLE XIV, ANNEXATION, CONSOLIDATION OR OTHER REORGANIZATION OF THE DISTRICT	23
ARTICLE XV, PROFESSIONAL COMPENSATION	24
ARTICLE XVI, INSURANCE PROTECTION	25
ARTICLE XVII, MENTOR TEACHERS	26
ARTICLE XVIII, EARLY RETIREMENT INCENTIVE	28
ARTICLE XIX, SICK LEAVE AND PERSONAL LEAVE	29
ARTICLE XX, LEAVE OF ABSENCE	32
ARTICLE XXI, USE OF SCHEDULE	34
ARTICLE XXII, 1994-95 SALARY SCHEDULE	35
1995-96 SALARY SCHEDULE	36
1996-97 SALARY SCHEDULE	37
ARTICLE XXIII, EXTRA DUTY	38
ARTICLE XXIV, SCHOOL CALENDAR	39
1994-95 CALENDAR	40
1995-96 CALENDAR	41
1996-97 CALENDAR	42
ARTICLE XXV, NEGOTIATION PROCEDURES AND EXTENT OF AGREEMENT	43
ARTICLE XXVI, DURATION OF AGREEMENT	44
APPENDIX 1, TEACHER EVALUATION FORMS	45
APPENDIX 2, PERSONAL BUSINESS DAYS ABSENCE FORM	50
APPENDIX 3, LETTER OF UNDERSTANDING REGARDING PAYMENT OF INSURANCE DEDUCTIBLES	51
APPENDIX 4, LETTER OF UNDERSTANDING REGARDING CHANGES IN SCHOOL CODE	52

EDUCATION ASSOCIATION AGREEMENT

This agreement entered into this 31st day of August, 1994, by and between the Board of Education, Hillman Community Schools, Hillman, Michigan, hereinafter called the "Board" and the Northern Michigan Education Association, MEA/NEA, hereinafter called the "Association".

WITNESSETH

WHEREAS, The Board has a statutory obligation pursuant to Act 379 of the Michigan Public Acts of 1965 as amended, to bargain with the Association as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment. In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I
RECOGNITION

A. The Board hereby recognizes the Northern Michigan Education Association, MEA/NEA as the exclusive representative, defined in Section II of Act 379, Public Acts of 1965 as amended, for all certified teaching personnel, librarians, 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 hereinafter in this Agreement shall refer to all employees represented in the bargaining unit as above defined and reference to male teachers shall include female teachers.

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

C. Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under the Michigan General School Laws. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

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 Board.

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.

X

ARTICLE III
ASSOCIATION AND TEACHER RIGHTS

A. Pursuant to Act 336 of Public Acts 1947 as amended and pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every teacher shall have the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining or negotiations. The Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 379 or other laws of Michigan and the United States or the Constitution of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reasons of his membership in the Association, or his participation in any activities of the Association or collective professional negotiations with the Board, or his institution of a grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B. Teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher (or lack thereof) outside the school shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher.

C. The Association and its members shall have the right to use rooms in the school building for meetings. Said rooms to be arranged with the building representative of the Board of Education upon request of the Association.

D. The 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 Board 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 HEA/NMEA/MEA,NEA 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.

ARTICLE IV
AGENCY SHOP PROVISIONS

A. Any teacher as defined herein who is not a member of the Hillman Education Association/NMEA/MEA/NEA, shall make application for membership or pay a representation fee set by the Association which may be equal to the regular dues of the HEA/NMEA/MEA/NEA exclusive of Political Action Committee (PAC) monies, within thirty (30) days from the date of the commencement of teaching duties, as a condition of employment. It shall be the responsibility of the Hillman Education Association to inform the administration, in writing, of any teacher who is not an Association member.

B. In the event that a teacher shall not pay such fee directly to the HEA/NMEA/MEA/NEA (Hillman Education Association), the Board shall notify at once such teacher or teachers that their services shall be terminated as soon as a qualified replacement can be obtained or no later than the end of the school year. The parties expressly recognize that the failure of any teacher to comply with the provisions of this Article is just and reasonable cause for discharge from employment.

C. With respect to all sums deducted by the Board pursuant to authorization of the employee for membership dues, the Board agrees promptly to remit to the Association those sums collected.

D. 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.

E. 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.

ARTICLE V
PROTECTION OF TEACHERS

A. The Board recognizes its responsibilities to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, these services shall be provided whenever available. 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 furnish the principal or his designee as promptly as his teaching obligations will allow, full particulars of the incident in writing. The pupil shall not be returned to the class by the principal until after consultation by the principal or his designee with the teacher.

C. The Board 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 Board or its designated representative by the teacher involved. The Board 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. Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher.

F. Any formal written complaint to an administrator or to the Board 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.

G. A written statement by the Board governing use of corporal punishment of students shall be publicized to all teachers.

H. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property, but shall not be individually liable, except in the case of gross negligence or gross neglect of duty, for any damage or loss to person or property.

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

J. A teacher shall at all times upon request be entitled to have present a representative of the Association when he is 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.

K. No teacher shall be disciplined, reprimanded, reduced in rank or compensation without just cause. Any such discipline, reprimand, or reduction in rank, compensation or advantage, including adverse evaluation of teachers tenure performance asserted by the Board or any agent thereof shall be subject to the professional grievance procedure.

L. All beginning teachers in the system shall be assigned helping teachers at the beginning of the year by the Association.

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.

3. Subjective content of a teacher's evaluation.

The following matters shall not be appealed to arbitration:

1. The termination of services of or failure to re-employ any probationary teachers.

2. The placing of a non-tenure teacher on a fourth year of probation.

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

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 week days (Monday-Friday).

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

1. It shall be signed by the grievant or grievants. The Association may be

the grievant.

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. Level One - A teacher believing himself wronged by an alleged violation of the express provisions of this contract (or written board policy) shall within five (5) days of the alleged occurrence or discovery thereof, orally discuss the grievance with the building principal in an attempt to resolve same. 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 there is no response or the decision is unsatisfactory, it may be appealed to Level Two within five (5) days.

Level Two - Within five (5) days of receipt of the grievance, the Superintendent or his designated agent 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 his designated agent shall render his decision in writing, transmitting a copy of the same to the grievant, the Association secretary, the principal of the building in which the grievance arose, and place a copy of same in a permanent file in his office.

If no decision is rendered within five (5) days of the discussion, or the decision is unsatisfactory to the grievant and the Association, the grievant may appeal same to the Board of Education by filing a written grievance along with the decision of the Superintendent with the officer of the Board in charge of drawing up the agenda for the Board'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 shall allow the teacher or his 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 shall render its decision in writing. The Board 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 more than two weeks after the initial hearing.

A copy of the written decision of the Board shall be forwarded to the Superintendent for permanent filing, the building principal for the building in which the grievance arose, the grievant, and the secretary of the Association.

F. Should a teacher fail to institute or appeal a decision within the time limits specified, or leave the employ of the Board, all further proceedings on a previously instituted grievance (except a claim involving a remedy directly benefiting the grievant regardless of his employment) shall be barred.

X

G. 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.

H. Level Four - Individual teachers shall not have the right to process a grievance at Level Four.

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 presumptively strike not more than three from the list of arbitrators.
2. Neither party may raise a new defense or ground at Level Four not previously raised or disclosed at other written levels. The arbitrator's decision shall be binding upon both parties who agree that a judgment thereon may be entered in any court of competent jurisdiction.
3. 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. He shall not hear any grievance previously barred from the scope of the grievance procedure, nor shall he question the reasonableness of Board Policy.
4. If any grievance award shall include back pay, his award shall not extend more than thirty (30) days prior to the date of the Level One conference.
5. The costs of arbitration shall be borne equally by the parties except each party shall assume its own cost for representation.

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 from 8:15 a.m. to 3:25 p.m. which includes 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 meetings may be held twice per month with the staff expected to attend until 4:00 p.m.
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 one through six shall be guaranteed one duty-free afternoon recess of not less than thirty-five (35) minutes. On inclement weather days, volunteer teachers will be selected on a rotating basis for each scheduled recess period to assist in student supervision. These teachers shall be paid at substitute rates.

D. Elementary teachers may 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 Fridays, Homecoming, and last duty day prior to a vacation period, and when students are released due to inclement weather. When a shortened student day is scheduled, teachers will be expected to work a regular day.

G. In addition to his regular teaching load each elementary and secondary teacher shall be guaranteed not less than two hundred twenty-five (225) 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. In addition to his/her regular teaching load, each elementary teacher shall be guaranteed a five (5) minute duty free break between the start of the school day and his or her lunch time.

ARTICLE VIII
TEACHING CONDITIONS

The parties recognize that the availability of optimum school facilities for both student and teacher is desirable to insure the high quality of education that is the goal of the teacher, the Board and the Administration.

A. The Board of Education realizes that an optimum pupil- teacher ratio should exist in a school system. The Board of Education also recognizes that this optimum ratio can fluctuate depending upon size of the classroom, teacher aide time, time for preparation and subject matter being taught. The Board of Education 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 Board 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, ditto 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 Board undertakes to promptly consider recommendations made by the parties. The Board agrees at all times to keep the schools reasonably and properly equipped and maintained.

C. The Board shall make available, if possible, in each school adequate lunchroom, restroom, and lavatory facilities exclusively for teacher-administration 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 use.

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

F. The Board agrees at all times to maintain an adequate list of substitute teachers. Teachers shall inform the administration before 7:00 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 a 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.

ARTICLE IX
TEACHER EVALUATION

- A. Monitoring or observation of the work performance 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.
- B. 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 high school and attached to this contract as Appendix 1.
- C. Any changes in the evaluation form shall be mutually agreeable.
- D. No bargaining unit member 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.
- E. 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.
- F. All probationary evaluations will be completed prior to the third Friday in March. Probationary teachers and tenure teachers with less than satisfactory performances must be provided with an Individual Development Plan. This Individualized Development Plan must be based on criteria in the evaluation form.
- G. Tenured teachers may be evaluated on a rotational basis every other year with the evaluation being based on two separate evaluation observations. 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 required evaluations shall be completed prior to the third Friday in March.

ARTICLE X
VACANCIES, PROMOTIONS, TRANSFERS, AND ASSIGNMENTS

A. The Board 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.

1. Whenever a vacancy arises during the school year, the Board shall promptly give written notice of such vacancy to the Association and also post such vacancy on the bulletin boards in the teachers' lounge.

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 Board 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.

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 district of such vacancies.

b. The District 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 District 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 Board agrees to give due weight to professional background and attainment of all applicants, length of service in the District, building class level, area of specialization and other relevant factors. The Board 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. Any teacher who shall be promoted to a supervisory position and shall return to a teacher status shall be entitled to retain such rights as he may have had under this agreement prior to such promotion to supervisory status.

E. The Board of Education of Hillman Community Schools hereby agrees that it will not participate as a sender or receiver of cable television for instructional purposes without bargaining with the N.M.E.A. in regard to the terms and conditions of employment related to such cable television systems. Until an agreement is reached with N.M.E.A. no bargaining unit member shall be required to be an instructor on such system.

ARTICLE XI
LAYOFF AND RECALL PROCEDURE

A. No teacher shall be laid off 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. Teachers subject to lay-off for the subsequent school year 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, and qualification. Qualification is defined as:

Grades 9-12	Major, Minor, Certification
Grades 7-8	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 Hillman School District. 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 District, 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 Board of Education shall prepare a seniority list of teachers and transmit a copy of the same to the association on or before the first day of October each year. The list shall include the teachers' certification and qualification.

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 Board while there are teachers of the district who are laid-off unless there are no laid-off teachers certified and qualified for the position.
6. The Board 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 employer.
8. A bargaining unit member, who has not previously attained tenure, under the Michigan Teacher's Tenure Act, MCLA 38.71 et. seq.; in a position other than as a classroom teacher, who is placed in a position other than a classroom teacher, shall not be deemed to have tenure in such position by virtue of this contract or any individual contract for such nonclassroom position, but shall be deemed to have continuing tenure as an active classroom teacher.

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 Hillman 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 Board 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 Board 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 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 bargaining unit member. The participation or lack of participation of an individual bargaining unit member or group of bargaining unit members in SBDM/SIP shall neither be considered nor have the merit of the Board's decisions regarding the evaluation, assignment, (including extra duty, conference attendance, etc.) promotion, discipline, or discharge of any bargaining unit member or any other condition of employment including the placement of any information in any bargaining unit member's personal file.

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

E. The composition and operation of a building's SBDM/SIP committee(s) shall be subject to the following provisions:

- * Each SBDM/SIP committee shall be composed of a majority of non-administrative employees who shall be selected by non-administrative employees in the building.

- * No employee classification will be denied representation on the SBDM/SIP committee.

- * The Association may choose one (1) contract specialist from the bargaining unit who may or may not be one of the members of the building to serve on each school's committee(s).

- * The building administrator and the bargaining unit members shall mutually agree to the composition of the building committee (i.e., parents, students, and others in the school community).

- * The team to serve both SBDM/SIP shall be selected from volunteers in September of each year. The number of certified staff members shall not exceed nine (9).

F. Employees participating in SBDM/SIP activities, including training and scheduled committee meetings will be compensated in accordance with the terms of the collective bargaining agreement. If the SBDM/SIP meetings or activities are scheduled during the regular work day, the employee shall be released from duties without loss of time or pay.

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

- The SBDM/SIP process/model being proposed;

- Overview of the SBDM/SIP process, programs and structures;

- Decision-making model; and,

- Problem-solving and conflict resolution.

H. Compensation for each certified staff member 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 one carry over per school year.

ARTICLE XIII
MEDICALLY FRAGILE STUDENTS

No bargaining unit member, 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).

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 Board will use every effort possible to assure the continued recognition of the Association and the continued employment of its members in such district. If any of the above causes a negative impact upon a bargaining unit member employed by the successor Board of Education pursuant to this agreement, a resolution of the negative impact shall be negotiated between the successor Board as one party and the bargaining unit members of the successor school district as the other party.

ARTICLE XV
PROFESSIONAL COMPENSATION

A. The salaries of employees covered by this Agreement are set forth in Article XXII which is attached to and incorporated in this Agreement.

B. The salary schedule is based upon a normal weekly teaching load as hereinafter defined as up to one hundred eighty-three (183) days. For extra duties, the teacher shall be entitled to appropriate additional compensation negotiated by the Negotiation Committee and the Board.

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.

ARTICLE XVI
INSURANCE PROTECTION

A. 1. The Board of Education 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 Super CARE I or MESSA CARE, BC/BS. The Board will reimburse the teacher for the deductibles and co-pays in Super CARE I. Coverage of this provision is limited to one plan per household. Medical insurance changes will be implemented as soon as possible after ratification.

2. Any teacher not electing health insurance coverage shall have the option of using the amount of money which is the cost of the single subscriber health insurance rate of Super CARE I, MESSA CARE, BC/BS (unless it is less than \$60.50) toward insurance coverage and/or tax sheltered annuities or MESSA options.

3. The Board shall provide without cost to the employee the MESSA Delta Dental Plan C with orthodontic riders 01 including internal and external coordination of benefits for all employees of the bargaining unit and their eligible dependents.

4. The Board shall provide without cost to each teacher MESSA V.S.P.-3 Vision Care including internal and external coordination of all benefits (COB) for all teachers and their eligible dependents as defined by MESSA.

5. Each employee will be eligible to enroll for full family coverage through MESSA intermediate vision whether or not his/her spouse is eligible for vision insurance through his/her employment.

6. The Board shall provide without cost to each teacher MESSA Long Term Disability insurance at 66-2/3% of salary with a maximum monthly benefit of \$1500 commencing with the 90th calendar day - modified fill.

7. The Board shall provide without cost to each teacher a MESSA \$15,000 AD&D Life insurance Policy.

8. 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.

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 bargaining unit member in his/her first three or four 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 District shall immediately notify the Association of those members 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 bargaining unit member (Mentee).

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 Board and the Association agree the relationship shall be confidential 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. Further,

the Mentor Teacher shall not be called as a witness in any grievance or administrative hearing involving the Mentee nor shall the Mentee be called as a witness in any grievance or administrative hearing involving the Mentor Teacher.

E. Upon request, the Administration shall make available release time so the Mentor Teacher may work with the Mentee in his/her assignment during the regular work day. 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 induction during their first three (3) years of classroom teaching. Professional development shall be scheduled within the parameters of the regular work day and work year.

G. Compensation for the bargaining unit Mentor Teacher will be sub rate per hour for each non-teaching scheduled hour of service up to a maximum of \$850.00 for the '94-'95 school year to be reopened for negotiations at the end of that school year. At this time, if the compensation is more for the '95-'96 school year then it will also be paid retroactive to the first year.

ARTICLE XVIII
EARLY RETIREMENT INCENTIVE

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.

The plan is based on years of service in the Hillman Community Schools.

- \$200.00 for each year of service for those who served between 15 and 20 years
- \$300.00 for each year of service for those who served between 21 and 25 years
- \$400.00 for each year of service for those who served between 26 or more with 30 years maximum to be paid

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.

All incentive compensation will be subject to the appropriate tax deductions.

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.

ARTICLE XIX
SICK LEAVE AND PERSONAL LEAVE

A. SICK LEAVE POLICY

1. All teachers shall be granted five (5) days per year for sick leave. These days shall not be accumulative. In order to qualify for the use of such days, a teacher must notify the administration of his illness and subsequent absence prior to his absence.

2. Wage protection shall be provided to all teachers. This plan is devised to allow teachers to draw their regular salary for sixty (60) teaching days per school year, if the teacher is unable to attend to his duties because of illness, with the exception that first year teachers will receive fifteen (15) days per marking period, to be credited at the beginning of the marking period.

The proof shall consist of a doctor's statement regarding the teacher's inability to work, and when the inability has been established, the teacher shall receive full pay for as much as, but not to exceed sixty (60) days. These days are in addition to the five (5) days stated in number one (1) above.

3. Sick leave days are to be used for the illness of the employee only. Any doctor or dental appointment, other than for an immediate or continuing illness shall be handled by using personal business days.

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, up to three (3) days with two (2) more days at the discretion of the Superintendent for deaths of persons outside the immediate family. 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

PROFESSIONAL IMPROVEMENT - COMMUNITY GROWTH NONACCUMULATIVE

1. The Board of Education 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

Two 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. It is understood that these days are not intended to be used for recreation/vacation purposes or in order to engage in other gainful employment. 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 to be taken and upon his/her return complete a personal business day form. (See Appendix 2). Legitimate use of the day(s) will not be questioned by the administration prior to use.

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 Board of Education.

(C) 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

1. A leave of absence shall be granted to any teacher for the purpose of child care.

Said leave is subject to the following conditions:

- a. The teacher must provide (except in cases of emergency) ninety (90) days notice of request for leave.
- b. 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.
- c. The leave must end at the end of a semester.
- d. The reinstatement shall be to the teacher's former position or to a position for which they are certified and qualified.
- e. 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.
- f. 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

1. 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

1. The Board 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

1. 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

1. The Board of Education shall allow one (1) unpaid leave per year for personal reasons. More than one leave may be allowed at the discretion of the Board. 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.

ARTICLE XXI
USE OF SCHEDULE

A. Degreed teaching experience from other schools will be allowed at full credit up to a maximum of five (5) years.

B. Change in status from Bachelor's Degree to Bachelor's Degree +15 or Bachelor's Degree +20 or from Bachelor's Degree +15 to Master's Degree or from a Master's Degree to Master's Degree +15 or Master's Degree +30 can only be made at the time of issuance of the contract, the start of the school year or the end of the first semester.

C. Half steps will be allowed on the salary schedule for degreed teachers who are initially employed at the beginning of the second semester.

D. In order to qualify for the MA+15 pay, any individual who begins an MA+15 after September 1971, shall take courses which will make him a more proficient teacher.

E. No duties except those listed in this contract shall receive extra pay except with the agreement of the Hillman Education Association negotiating committee.

F. If a regular teacher fills a substitute position he/she shall receive his regular pay plus \$19.00 (94-95), \$20.00 (95-96), \$21.00 (96-97) per substitute period. A substitute period will be defined as fifty (50) minutes. This will be paid at the end of each semester.

G. Pay for teaching an extra class shall be 1/7 of the BA column capped at Step 5.

H. No teacher shall be hired above the salary schedule.

I. A teacher shall be entitled to longevity payments at the beginning of their sixteenth (16th) and twentieth (20th) year(s) of employment in the district. This placement may take place only at the beginning of the first (1st) and second (2nd) semesters. The longevity payment that commences the sixteenth (16th) year shall be 4.3% above step 12 of the salary schedule column on which the teacher is paid. The longevity payment that commences the twentieth (20th) year shall be 8.8% above step 12 of the salary schedule column on which the teacher is paid. Longevity payments shall be received by the teacher as a part of their regular bi-weekly compensation.

ARTICLE XXII
1994-95 SALARY SCHEDULE
(1993-94 +2.5%)

<u>STEP</u>	<u>BA</u>	<u>BA+15</u>	<u>BA+20</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>
1	23,800	24,575	24,820	25,353	26,129	26,391
2	24,705	25,509	25,764	26,317	27,122	27,394
3	25,644	26,479	26,743	27,317	28,153	28,434
4	26,618	27,485	27,759	28,355	29,223	29,515
5	27,630	28,529	28,814	29,432	30,333	30,637
6	28,735	29,670	29,966	30,610	31,546	31,862
7	29,884	30,857	31,165	31,834	32,808	33,136
8	31,080	32,092	32,411	33,107	34,121	34,462
9	32,323	33,375	33,708	34,432	35,485	35,840
10	34,036	35,144	35,494	36,257	37,366	37,382
11	35,499	36,655	37,021	37,816	38,973	39,363
12	37,026	38,231	38,613	39,442	40,649	41,055

1. 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.

2. 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.

1995-96 SALARY SCHEDULE

COLA minimum 2.5% on step to max. 3.1% with the difference paid retroactive no later than the first pay in May, using April's CPI COLA Index. The percentage increase due to COLA above the 2.5% shall also be placed on the salary schedule and teachers will receive the adjusted pay for the duration of their 95-96 contract.

1. 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.

2. 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.

1996-97 SALARY SCHEDULE
(1995-96 + 3.2%)

3.2% on Step.

1. 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.

2. 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.

ARTICLE XXIII
EXTRA DUTY PAY
1994-97

<u>Extra Duty Schedule</u>	<u>1994-95</u>	<u>1995-96</u>	<u>1996-97</u>
Driver Education	15.00/Hr	15.00/Hr	15.00/Hr
Head Football	\$2700	\$2785	\$2875
J.V. Football	\$1850	\$1905	\$1970
Ass't. Football	\$2000	\$2060	\$2130
Ass't. J.V. Football	\$1100	\$1135	\$1170
Head Basketball	\$2700	\$2785	\$2875
J.V. Basketball	\$2000	\$2060	\$2130
9th Grade Basketball	\$1400	\$1445	\$1490
8th Grade Basketball	\$1150	\$1185	\$1225
7th Grade Basketball	\$1000	\$1030	\$1065
Baseball/Softball	\$2100	\$2165	\$2235
Track	\$1700	\$1755	\$1810
Track Ass't	\$900	\$930	\$960
Jr. High Track	\$270	\$280	\$285
Head Cheerleader	\$2500	\$2580	\$2660
J.V. Cheerleader	\$1300	\$1340	\$1385
Jr. High Cheerleader	\$650	\$670	\$690
Play.	\$360	\$370	\$385
Musical	\$535	\$550	\$570
Musical Assistant	\$240	\$245	\$255
Sr. Class Advisor	\$850	\$875	\$905
Jr. Class Advisor	\$850	\$875	\$905
Sophomore Class Advisor	\$350	\$360	\$370
Freshmen Class Advisor	\$350	\$360	\$370
8th/7th Grade Class Adv.	\$230	\$235	\$245
FHA	\$850	\$875	\$905
FFA	\$850	\$875	\$905
Honor Society	\$190	\$195	\$200
Tiger Tails	\$190	\$195	\$200
Yearbook	1150 or 600 as Class	1185 or 620 as Class	1220 or 640
AV Director	\$650	\$670	\$690
Music Advisor	\$1600	\$1650	\$1700
Student Council	\$1000	\$1030	\$1065
Summer Ag.	1000 or 200/Student	1030 or 205/Student	1060 or 210/Student
Flag Corps	\$360	\$370	\$385
Computer Club	\$190	\$195	\$200
Knowledge Bowl	\$190	\$195	\$200
Media Club	\$190	\$195	\$200
Volleyball	\$1700	\$1755	\$1810
J.V. Volleyball	\$900	\$930	\$960
Golf	\$1700	\$1755	\$1810
Jr High Volleyball	\$300	\$310	\$320
New Clubs	\$190	\$195	\$200
State Athletic Tournament & Musical Competition Achieved beyond District (First Level)	\$150/Level	\$150/Level	\$150/Level

ARTICLE XXIV
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 XX 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 & E.

D. The school calendar shall include 180 days of instruction with three teacher work days which shall include one preparation day at the beginning of the school year and one records day at the end of each semester. At no time shall the teacher's contractual period exceed 183 days.

E. 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.

1994-95 School Calendar

Staff Work Day	August 24
First Day for Students Full Day	August 25
Labor Day - No School	Sept. 5
End of First Marking Period	Nov. 4
Hunting Safety Days	Nov. 15-16
Thanksgiving Break	Nov. 24-25
Christmas Break Begins	Dec. 23-Jan. 2
Return to School	Jan. 3
End of Second Marking Period	Jan. 20
Records Day	Jan. 23
Classes Resume	Jan. 24
Mid-Winter Break	Feb. 27
End of the Third Marking Period	Mar. 31
Spring Break	Apr. 10-17
Classes Resume	Apr. 18
Memorial Day	May 29
Last Day of Classes	June 1
Records Day	June 2

In the event that make-up days are needed because of snow days, the following dates will be utilized in the order shown:

Snow Days	Mid-Winter Break Day - Feb. 27 June 2
-----------	--

Teacher Attendance	183 Days
Student Attendance	180 Days

1995-96 SCHOOL CALENDAR

Staff Work Day	August 23
First Day for Students	August 24
Labor Day - No School	Sept. 5
End of First Marking Period	Nov. 3
Hunting Safety Days - No School	Nov. 15-16
Thanksgiving Break	Nov. 23-24
Christmas Break Begins 3:20 p.m.	Dec. 22
Return to School	Jan. 3
End of Second Marking Period	Jan. 19
Records Day No School	Jan. 22
Classes Resume	Jan. 23
Mid-Winter Break - No School	Feb. 12
Mid-Winter Break - No School	Mar. 11
End of the Third Marking Period	Mar. 22
Spring Break	Apr. 1-8
Classes Resume	Apr. 9
Memorial Day	May 27
Last Day of Classes	May 31
Records Day	June 3

In the event that make-up days are needed because of snow days, the following dates will be utilized in the other shown:

Snow Days Mid-Winter Break - Feb. 12
 Mar. 11

Teacher Attendance 183 Days
 Student Attendance 180 Days

1996-97 SCHOOL CALENDAR

Staff Work Day	August 26
First Day for Students	August 27
Labor Day - No School	Sept. 2
End of First Marking Period	Nov. 1
Hunting Safety Day - No School	Nov. 15
Thanksgiving Break	Nov. 28-29
Christmas Break Begins 3:20 p.m.	Dec. 20
Return to School	Jan. 2
End of Second Marking Period	Jan. 17
Records Day No School	Jan. 20
Classes Resume	Jan. 21
Mid-Winter Break - No School	Feb. 17
End of the Third Marking Period	Mar. 27
Spring Break begins 3:20 p.m.	Mar. 27-Apr. 6
Classes Resume	Apr. 7
Mid-Spring Break	Apr. 28
Memorial Day No School	May 26
Last Day of Classes	June 4
Records Day	June 5

In the event that make-up days are needed because of snow days, the following dates will be utilized in the other shown:

Snow Days	Mid-Winter Break - Feb. 17
	Mid-Spring Break - Apr. 28

Teacher Attendance	183 Days
Student Attendance	180 Days

ARTICLE XXV
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 XXII

DURATION OF AGREEMENT

A. All provisions of this Agreement shall be effective as of August 31, 1994 and shall continue in effect until August 31, 1997.

NORTHERN MICHIGAN EDUCATION
ASSOCIATION, MEA/NEA

HILLMAN COMMUNITY SCHOOLS
BOARD OF EDUCATION

By *Daniel V. Bennett*
Daniel V. Bennett
Chairperson

By *John R. Noffe*
President

By *David Bowman*
David Bowman
NMEA Staff Coordinator

By *Thomas J. Casse*
Secretary

By *Dan Gibson*
Dan Gibson
Chief Spokesperson

By *Samuel Beck*
Treasurer

By *Steve Brochu*
Steve Brochu
Negotiating Comm. Member

By *Frank Deane*
Trustee

By *Lorraine A. Chappa*
Lorraine Chappa
Negotiating Comm. Member

By *Billy J. Vogt*
Trustee

By *Margaret Selesky*
Margaret Selesky
Negotiating Comm. Member

By *Janet F. Matthews*
Trustee

By *Michael J. Wojda*
Michael Wojda
Negotiating Comm. Member

By *Christopher E. Hardier*
Trustee

Dated this 31st day of August, 1994.

X

APPENDIX 1
HILLMAN COMMUNITY SCHOOLS
TEACHER EVALUATION FORM

1. Physical setting of the room (conducive to learning, relevance of displays and bulletin boards).

2. Pupil control and discipline (handles own discipline problems, fair and consistent, brings class to order at beginning of period).

3. Classroom management (well-planned lesson plans, maintenance of student interest and involvement; prepared with necessary materials).

4. Classroom personality (positive and enthusiastic attitude; confident decision making; tolerance of student viewpoints).

+

5. Technical skills (fluency, voice quality, poise, language usage, subject presentation).

6. If IDP is in progress how is said teacher progressing toward IDP goals?

7. Additional Observations:

Date _____ Class Observed _____

Principal _____ Teacher _____

Teacher Signature _____ Date _____

Teacher signature indicates receipt of a copy of this evaluation. It does not necessarily indicate agreement on the part of the teacher with all items in the evaluation.

HILLMAN COMMUNITY SCHOOLS
ELEMENTARY TEACHER EVALUATION FORM



Teacher's Name _____

Evaluator's Name _____

Grade or Class _____ Date _____

S-Satisfactory NI-Needs Improvement

S NI INSTRUCTION

- ___ ___ 1. Maintains good working atmosphere in the classroom.
- ___ ___ 2. Uses grouping techniques (if feasible).
- ___ ___ 3. Teaching reflects understanding of individual differences.
- ___ ___ 4. Strives to develop good work habits in students.
- ___ ___ 5. Provides clear explanation.

COMMENTS: _____

S NI PLANNING AND PREPARATION

- ___ ___ 1. Are lesson plans being maintained and utilized? (objectives)
- ___ ___ 2. Career Education
- ___ ___ 3. Uses preparation time.
- ___ ___ 4. Has predetermined goals for students. (lesson plans, special programs)
- ___ ___ 5. Makes good use of bulletin boards.
- ___ ___ 6. Ability to create and utilize learning situations.
- ___ ___ 7. Does the teacher give daily assignments?

COMMENTS: _____

S NI PROFESSIONAL ATTITUDES



- ___ 1. Understands and adheres to school district policies.
- ___ 2.. Understands and adheres to conditions of the master contract
- ___ 3. Maintains an open attitude toward educational change

COMMENTS: _____

S NI RELATIONSHIP WITH PARENTS

- ___ 1. Attempts to contact parents each semester (Happy Gram, phone, personal contact)

COMMENTS: _____

S NI RELATIONSHIP WITH STAFF

- ___ 1. Participates in school and/or program planning.
- ___ 2. Records, reports and school routine matters.

COMMENTS: _____

S NI RELATIONSHIP WITH STUDENTS

- ___ 1. Methods of evaluating students
- ___ 2. Is there classroom management? (control/discipline)
- ___ 3. Balance of teacher/pupil participation

COMMENTS: _____

S NI PERSONAL QUALITIES AT SCHOOL

X

- ___ 1. Self control
- ___ 2. General appearance
- ___ 3. Dependability & punctuality
- ___ 4. Accepts constructive criticism
- ___ 5. Accepts responsibility

COMMENTS: _____

S NI NA IDP PROGRESSION

- ___ 1. _____
- ___ 2. _____
- ___ 3. _____
- ___ 4. _____
- ___ 5. _____

Based on this evaluation, overall teacher performance is:

- ___ Satisfactory
- ___ Unsatisfactory

Teacher's Signature*

Date

Evaluator's Signature

Date

*Teacher's signature denotes only that a copy of the evaluation was received by the teacher.

APPENDIX 2

PERSONAL BUSINESS DAYS ABSENCE FORM

Under Article V, Section D, it is stated that two 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. It is understood that these days are not intended to be used for recreation/vacation purposes or in order to engage in other gainful employment.

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 to be taken and upon his/her return complete an absence form. In an emergency less than 24 hrs. notice is acceptable.

Teacher's Name _____

Date of Absence _____

Teacher's Signature _____

APPENDIX 3

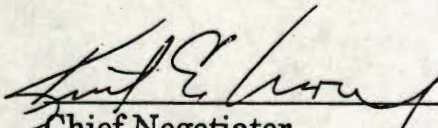
LETTER OF UNDERSTANDING

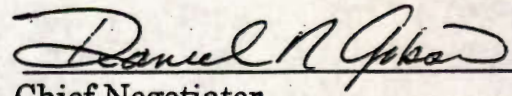
This letter of understanding by and between the Public Schools of Hillman Board of Education, hereinafter referred to as the "Board", and the Hillman Education Association/NMEA/MEA/NEA, hereinafter referred to as the "Association", sets forth the understandings of the parties in regards to MESSA SuperCare I Health Insurance.

Members shall be reimbursed for deductibles in the amounts of fifty (\$50) dollars per year per covered person up to one hundred (\$100) dollars per year per family and up to one dollar and fifty cents (\$1.50) per prescription.

Members shall offer proof in the form of receipts from health care providers, pharmacies or MESSA worksheets showing that such deductible or co-pay has been incurred.

Receipts or worksheets so offered may have the identity of the individual provider or any other information of a sensitive or personal nature deleted at the member's discretion but shall clearly show the amount so incurred and the date of the provided service. Receipts must be received ten (10) days prior to the end of the quarter for payment at least two (2) weeks after the start of the quarter. The Board shall inform each member when such member has reached the maximum deductible each year.


Chief Negotiator
Public Schools of Hillman
Board of Education


Chief Negotiator
Hillman EA/NMEA/MEA/NEA

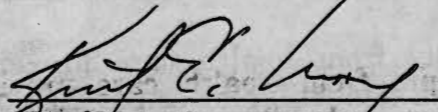
8/31/94
Date

APPENDIX 4

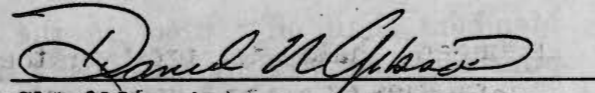
LETTER OF UNDERSTANDING

CHANGES IN SCHOOL CODE

The parties agree to re-open those parts of the 1994-1997 Agreement that involve topics related to Michigan School Code, presently not covered by the contract. Negotiations pursuant to this reopener clause shall be limited to contract changes which should be considered to address amendments to the aforementioned laws.



Chief Negotiator
Hillman Community Schools



Chief Negotiator
Hillman E/NMEA/MEA/NEA

8/31/94
Date