MASTER AGREEMENT

between the

BOARD OF EDUCATION OF THE HILLMAN COMMUNITY SCHOOLS

and the

NORTHERN MICHIGAN EDUCATION ASSOCIATION, MEA/NEA

August 31, 2012 to August 31, 2015

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

PURPOSE AND INTENT

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

ARTICLE I RECOGNITION

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

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

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

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

ARTICLE II MANAGEMENT RIGHTS

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

- A. To the executive management and administrative control of the school system and its properties and the facilities and the activities of its employees in their professional employment.
- B. Continue its rights and responsibilities for the hiring, assignment and direction of work of employees covered by this Agreement. Continue to determine qualifications of all employees

and the conditions for the continued employment or their dismissal or demotion; and to promote, and transfer all such employees. Any such transfer shall be in agreement with any other provisions related to transfer within this Agreement.

- C. Determine the hours and starting times and scheduling of all the foregoing, but not in conflict with specific provisions of this Agreement. If new state requirements regarding work hours and/or day are in conflict with the provisions of this Agreement and the state requirements do not specify details of new work hours and/or days, changes will be subject to negotiations between the Association and the Employer.
- D. Determine the services, supplies and equipment necessary to continue general school operation and to determine the methods, schedules and standard of operation, the means, methods, and processes of carrying on the general school operations. Association representatives will be consulted when advisable.
- E. Determine the number and location or relocation of all school facilities.
- F. Determine the placement of operations, service and the source of materials and supplies.
- G. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.

ARTICLE III ASSOCIATION AND TEACHER RIGHTS

- A. Teachers have the right to organize, join and support the Association for the purpose of engaging in collective bargaining and other lawful concerted activities. The Employer agrees that it will not deprive any Teacher of their rights under any laws of constitutions of the State of Michigan or the United States, and that it will not discriminate against any employee by reason of their membership in the Association, their participation in any lawful concerted activities of the Association or their institution of any grievance, complaint, or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. The political activities and private life of Teachers shall not be grounds for any discipline or discrimination with respect to their employment, as long as their actions do not interfere with their ability to perform their assigned jobs.
- C. The Association and its members shall have the right to use the Employer's premises during and outside of regular school hours for Association meetings in accordance with the Employer's normal scheduling practices.
- D. Association representatives shall be permitted to transact Association business on school property. Any organized transaction of Association business during regular hours must be with the approval of the building principal, providing that this business shall not interfere with or interrupt normal school operations.

- E. The Employer agrees to furnish to the Association in response to reasonable requests all available information concerning the financial resources of the District, tentative budgetary requirements and allocations and such other information as will assist the Association in representing members of the bargaining unit.
- F. The Association's Negotiation Committee shall be provided with a complete list of the teaching staff, their degree or approved credit hours, and their teaching experience and current salary, including Schedule B. This information shall be provided by no later than October 1st of each year.
- G. Upon appropriate written authorization from an Employee, the Board shall deduct from the salary of any such Employee and make appropriate remittance for MEA Financial Services programs, MESSA programs not fully employer-paid or credit union.

ARTICLE IV AGENCY SHOP PROVISIONS

- A. Each Teacher shall, as a condition of employment, join the Association or pay to the Association a service fee pursuant to the Association's "Policy Regarding Objections to Political Ideological Expenditures" and the administrative procedures adopted pursuant to that policy. This obligation commences thirty (30) days after the execution of this Agreement, or the completion of a Teacher's first thirty (30) days of employment, whichever is later. The service fee shall not exceed the amount of yearly dues collected from Association members. Teachers who have sincere religious objections to joining or contributing to labor organizations such as the Association may satisfy the requirement of this paragraph by making a contribution in the amount of the service fee to a charitable organization mutually agreed upon between the Employer and the Association.
- B. At the beginning of each school year, the Association shall provide written notification to all employees and the Employer in writing of the amount of its dues and service fees. The parties acknowledge that the amount of the service fee charged to non-members along with other required information may not be available and transmitted to non-members until mid-school year. Consequently, the parties agree that the procedures relating to the payment or non-payment of the service fee by non-members shall be activated thirty (30) days following the Association's notification to non-members of the fee for that given school year. In such event, it is understood that the employee remains obligated for the entire yearly service fee.
- C. The Association's "Policy Regarding Objections to Political-Ideological Expenditures" and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to Teachers who are not members of the Association. The remedies set forth in that policy shall be exclusive, and unless and until such procedures, including any administrative or judicial review thereof, shall have been availed of and exhausted, no dispute, claim or complaint by an objecting Teacher concerning the application and interpretation of that policy shall be subject to the grievance procedure set forth in this Agreement, or to any other administrative or judicial procedure.

- D. In the event that a Teacher who is not a member of the Association fails to pay a required service fee directly to the Association, or to authorize payment of the service fee through payroll deduction, the Association may request the imposition of a mandatory deduction of the service fee pursuant to MCLA 408.477. In order to invoke such a mandatory deduction, the Association shall notify the Teacher of non-compliance by certified mail, return receipt requested, a copy of which shall be provided to the Employer. The notice shall detail the facts of the non-compliance, provide the Teacher with ten (10) working days for compliance, and inform the Teacher that a request for a wage deduction may be filed with the Employer in the event compliance is not effected. If the Teacher fails to remit the service fee or authorize a deduction for the service fee, the Association may file a written request to the Employer to make the deduction, a copy of which shall be provided to the Teacher. Upon receipt of the request for an involuntary deduction, the Employer shall provide the Teacher with an opportunity for a due process hearing limited to the question of whether or not the Teacher has remitted the service fee to the Association or authorized payroll deduction for the service fee, if the Teacher requests a hearing within five (5) working days of receipt of the involuntary deduction request. The hearing, if requested, will be held within ten (10) working days of receipt of the hearing request. The Employer agrees to impose a mandatory deduction for the service fee if it determines after the hearing that the Teacher has not paid a required service fee in an amount established by the Association or if the Teacher does not request a hearing within the five (5) working day request period. All service fees so deducted shall be promptly remitted to the Association at an address authorized for this purpose within twenty (20) days following the deduction.
- E. During the term of this Agreement, the Employer agrees to deduct service fees and Association membership dues from each Teacher who executes and files with the Employer a proper check-off authorization in a form supplied by the Association. A Teacher may pay their service fee directly to the Association or may authorize payment through this payroll deduction A list of authorizations received shall be transmitted to the Association. All authorizations filed with the Employer shall become effective the first (1st) payroll period of the following month and each succeeding month, provided that the Teacher has sufficient net earnings to cover the amounts to be deducted. These authorizations shall continue in effect for the period of that school year, unless revoked by the Teacher. Pursuant to such authorization, the Employer shall deduct required amounts in equal payments. Amounts deducted as provided above shall be transmitted along with a list of the names, respective amounts deducted for each bargaining unit member and, if the dues, assessment, contribution and/or service fee was determined wholly or in part by a percentage formula, the wage amount used to calculate the respective dues, assessment, contribution and/or service fee. The deducted dues and service fees so deducted shall be promptly remitted to the Association at an address authorized for this purpose. If a dispute arises as to whether or not a Teacher has properly executed or properly revoked a written check-off authorization form, such deductions will be placed in escrow until the matter is resolved.
- F. In the event of any action against the Board brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:
 - 1. The Board gives timely notice of such action to the Association; and

- 2. The Board gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.
- G. The Association agrees that in any action so defended, it will indemnify and hold harmless the Board from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Board's compliance with this Article.

ARTICLE V PROTECTION OF TEACHERS

- A. The Employer recognizes its responsibilities to give reasonable support and assistance to Teachers with respect to the maintenance of control and discipline in the classroom including the securing of special counselors, social workers, law enforcement personnel, physicians or other professional persons. The primary responsibility for maintenance of classroom discipline rests with the Teacher. When disruptive behavior by students is abnormally frequent, the Teacher involved shall inform the administration
- B. A Teacher may exclude a pupil from one class when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the Teacher will, as their teaching obligations will allow, promptly furnish a written statement of the full particulars of the incident to the principal or designed representative. The pupil shall not be returned to the class by the principal until after consultation with the Teacher by the principal or designed representative.
- C. The Employer shall promulgate rules and regulations setting forth the procedures to be utilized in disciplining, suspending or expelling students for misbehavior. Such rules and regulations shall be distributed to Teachers as soon as possible after the start of each school year.
- D. Any case of assault upon a Teacher during performance of any school business shall be promptly reported to the Employer or its designated representative by the Teacher involved. The Employer will provide legal counsel to advise the Teacher of his rights and obligations with respect to such assault and shall promptly render all reasonable assistance to the Teacher in connection with handling of the incident by law enforcement and judicial authorities.
- E. Any formal written complaint to an administrator or to the Employer as a whole by a parent or guardian of a student directed toward a Teacher shall be called to the Teacher's attention within five (5) school days 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 reported in writing within five (5) school days to the Teacher concerned. A written rebuttal may be placed in the file by said Teacher within ten (10) days of the written report.

- F. A written statement by the Employer concerning discipline for students shall be publicized to all Teachers when alternative actions are taken.
- G. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property. The District shall maintain liability insurance which shall include coverage for teachers acting within the scope of their school employment.
- H. Each Teacher shall have the right upon request to review the contents of their own personnel file. A representative of the Association may be requested to accompany the Teacher in such review.
- I. A Teacher shall at all times upon request be entitled to have present a representative of the Association when they are being reprimanded, warned, or disciplined for any infraction of discipline or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the Teacher until such representative of the Association is present. Provided it does not cause a delay or more than three (3) school days.
- J. A student's grades will not be changed without notifying the Teacher.

ARTICLE VI GRIEVANCE PROCEDURE

- A. A grievance shall be a claim by a Teacher or the Association of an alleged violation of the expressed written terms of this contract or written Board policy directly affecting hours, wages, or terms and conditions of employment.
 - 1. The following matters shall not be the subject of a grievance:
 - a. Areas in which the Tenure Act provides a remedy.
 - b. Termination of Extra Duty Assignments.
 - c. Prohibited subjects of bargaining by law.
- B. The Association shall designate three (3) representatives to handle grievances when requested by the grievant. The Employer designates the principal of each building to act as its representative at Level One and the Superintendent or designated representative to act at Level Two. When a principal acts in more than one administrative capacity (principal/superintendent), the principal must choose the level at which he/she will respond to the grievance and designate a representative to respond to the remaining level.
- C. The term "days" as used herein for grievances means days in which school is in session, excluding holiday/vacation and inclement weather days, or when school is not in session the term "days" shall mean weekdays (Monday-Friday).
- D. Written grievances as required herein shall contain the following:
 - 1. It shall be signed by the Association or grievant(s).
 - 2. It shall be specific.
 - 3. It shall contain a synopsis of the facts giving rise to the alleged violation.

- 4. It shall cite the section or subsections of this contract (or the written board policy) alleged to have been violated.
- 5. It shall contain the date of the alleged violation.
- 6. It shall specify the relief requested.

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

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

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

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

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

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

written decision of the Board of Education shall be provided to the grievant, the Association secretary, the Superintendent and to the principal of the building in which the grievance arose. A copy of this decision shall be placed in the permanent file in the Superintendent's office.

- G. Should a Teacher fail to institute or appeal a decision within the time limits specified, all further proceedings on the grievance shall be barred and the grievance shall be considered settled on the basis of the Employer's last disposition.
- H. In the event that a Teacher should leave the employ of the Employer, all further proceedings on a previously instituted grievance (except a claim involving a remedy directly benefiting the grievant or the Association regardless of employment continuation) shall be barred.
- I. Arbitration Individual Teachers shall not have the right to process a grievance to arbitration.
 - 1. If the Association is not satisfied with the disposition of the grievance at Level Three, it may, within ten (10) days after the decision of the Board, in writing, request the appointment of an arbitrator to hear the grievance. The arbitrator shall be selected by the American Arbitration Association in accordance with its rules except each party shall have the right to strike not more than three from the list of arbitrators.
 - 2. Neither party may raise a new defense or ground at this level not previously raised or disclosed at other written levels.
 - 3. The arbitrator's decision shall be final and binding upon the Association, the Employer and Teachers in the bargaining unit, provided, however, that each party may have its legal remedies if the arbitrator exceeds the jurisdiction provided in this Agreement.
 - 4. Notwithstanding the foregoing, the arbitrator shall not have the power to add to, modify, alter, or amend, or subtract from the terms of this agreement. The arbitrator shall not hear any grievance previously barred from the scope of the grievance procedure, nor question the reasonableness of Board Policy.
 - 5. If any grievance award shall include back pay, the arbitration award shall not extend more than thirty (30) days prior to the date of the Level One conference.
 - 6. The fees and expenses of the arbitrator shall be shared equally by the Employer and the Association. All hearing location costs shall be paid by the party requesting that the arbitration be held at a location other than available rooms at the Employer's premises. Each party shall pay the fees, expenses, wages, and any other compensation of its own witnesses, representatives and legal counsel.

ARTICLE VII TEACHING HOURS AND LOAD

- A. The Teacher's normal teaching hours in the school shall be as follows:
 - 1. The school day shall be the times listed on the calendar and including fifteen (15) minutes prior to the beginning of classes and ten (10) minutes after classes. In the

time prior to and after classes Teachers shall make themselves available to parents, administration, and/or be performing such duties that would insure the continued operation of their assigned areas of responsibilities. Staff meeting may be held once or twice a month. Staff meetings are to begin ten (10) minutes after the end of the school day. Meetings should not exceed one hour past student dismissal. The total amount of minutes for staff meetings will not exceed sixty (60) minutes per month.

- 2. Teachers shall be on duty and in their room prior to the arrival of students in the morning and each subsequent class period.
- B. Teachers shall be entitled to a duty-free thirty (30) minute lunch period.
- C. Teachers of grades kindergarten through six shall be guaranteed daily one (1) thirty (30) continuous minutes of duty-free recesses. This recess will be in the afternoon (p.m.) if at all possible.
- D. Elementary Teachers shall use those times during which classes are receiving instruction from special area Teachers as planning time.
- E. Teachers upon request, may be allowed to leave early at the discretion of the building principal.
- F. Teachers shall be excused from contracted duties after buses depart on Homecoming and last duty day prior to a vacation period, and when students are released due to inclement weather. Secondary teachers will stay ten (10) minutes after busses leave on Friday. When a shortened student day is scheduled, Teachers will be expected to work a regular day.
- G. Each secondary Teacher shall be guaranteed not less than two hundred twenty-five (225) conference period minutes per week. Each elementary Teacher shall be guaranteed not less than two hundred forty (240) conference period minutes per week. Elementary Teacher preparation time may include recess and extended noon hour. The general purpose of this conference period is to prepare for classes, confer with parents and students, and to conduct such matters that might pertain to the performance of each Teacher's duties.
- H. Each elementary Teacher shall inform the elementary office for classroom coverage if personal break time is needed during the morning session.

ARTICLE VIII TEACHING CONDITIONS

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

- B. The Employer recognizes that appropriate texts, library facilities, maps and globes, laboratory equipment, computer and audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials, such as lined paper, plain paper, and pencils, are the tools of the teaching profession. The parties will confer from time to time for the purpose of improving the selection and use of such educational tools and the Employer undertakes to promptly consider recommendations made by the parties. The Employer agrees at all times to keep the schools reasonably and properly equipped and maintained.
- C. The Employer shall make available, if possible, in each school adequate lunchroom, restroom, and lavatory facilities exclusively for staff use and at least a room, appropriately equipped, which shall be reserved for use as a faculty lounge.
- D. Telephone facilities shall be made available to Teachers for their reasonable local use.
- E. Adequate parking area shall be made available to Teachers for their use during regular school hours.
- F. The Employer agrees at all times to maintain an adequate list of substitute teachers. Teachers shall inform the administration before 6:30 a.m. to report unavailability for work. Once a Teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher.
- G. No Teacher shall be required to provide routine health services for any student except in an emergency situation.

ARTICLE IX VACANCIES, PROMOTIONS, TRANSFERS, AND ASSIGNMENTS

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

- a. The vacancy will remain posted for a period of ten (10) school days and will not be permanently filled until the expiration thereof.
- b. A Teacher may apply for the vacancy during the posting period.
- c. The Employer will include all postings of vacancies in the email of all Teachers and will mail such postings of vacancies to Teachers.
- d. Teachers shall have fourteen (14) calendar days from the mailing of the notice to apply for the vacancy.
- e. When Schedule B vacancies occur, Teachers will receive notice of said vacancies and will be able to apply and be considered for the position.
- f. 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.
- g. A teacher who shall be promoted to a supervisory position and subsequently returns to a Teacher status shall be entitled to retain such rights as they may have had under this agreement prior to such promotion to supervisory status.

ARTICLE X LAYOFF AND RECALL PROCEDURE

- A. Teachers subject to lay-off shall be notified of such lay-off in writing at least thirty (30) calendar days prior to the lay-off.
 - 1. Seniority is defined as the length of continuous service as a Teacher with the Employer. Length of service shall be counted as actual days scheduled to work. Leaves of absence granted pursuant to this contract shall be counted as days worked. In case of ties, each employee affected shall participate in a drawing to determine placement on the seniority list. The drawing shall be jointly conducted by the Association and the Employer, and shall be held at a place and time that will reasonably allow affected Teachers to be in attendance. Teachers shall flip a coin to determine who draws lst, 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.
 - 2. The Employer shall prepare a seniority list of Teachers and transmit a copy of the same to the Association on or before September 15th each year. The list shall include the Teachers' certification and qualification. Any errors on the list shall be provided to the Employer by October 31, thereafter the list shall be final.
- B. Teachers who receive unemployment compensation during regularly scheduled school breaks, such as during summer and who return for the regular work year shall have his/her salary reduced or shall reimburse the District the unemployment compensation paid.

ARTICLE XI SITE-BASED DECISION MAKING

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

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

A. In implementing and operating SBDM/SIP, no provision, formal and/or informal understandings, condition or practice established between the parties or by the collective

bargaining agreement shall be altered, modified or superseded except as mutually agreed in writing by the Employer and the Association. The SBDM/SIP for a written waiver to the collective bargaining agreement must follow the established procedure for the representatives of the Employer and the Association an addendum to the collective bargaining agreement. Filing for a written waiver does not mandate either party to negotiate an addendum. Any negotiated waiver shall be subject to the ratification procedures of the parties and distributed to all bargaining unit members. Dispute over the interpretation or application of a waiver is subject to the established grievance procedure.

- B. The SBDM/SIP plan is not designed to address the collective bargained areas of salary/wages, benefits, employee performance, or matters established in statute such as the Public Employment Relations Act and Michigan Teacher Tenure Act. No such SBDM/SIP committee shall engage in collective bargaining or have the authority to address employment matters.
- C. Any participation in SBDM/SIP, whether in full or in part, shall be voluntary. The SBDM/SIP shall approve no policies or programs which result in the reduction of hours or lay off of any Teacher. The participation or lack of participation of an individual Teacher or group of Teachers in SBDM/SIP shall neither be considered nor have the merit of the Employer's decisions regarding the evaluation, assignment, (including extra duty, conference attendance, etc.) promotion, discipline, or discharge of any Teacher or any other condition of employment including the placement of any information in any Teacher's personal file.
- D. After implementation of SBDM/SIP the Employer and the Association will periodically evaluate SBDM/SIP.
- E. The Board shall determine the composition of the District and building(s) SBDM/SIP Committee(s). The Committee(s) shall determine their mode of operation.
- F. If the SBDM/SIP meetings or activities are scheduled during the regular workday, the employee shall be released from duties without loss of time or pay.
- G. The Employer and the Association will mutually agree to possible SBDM/SIP training if needed in the following areas:
 - 1. The SBDM/SIP process/model being proposed;
 - 2. Overview of the SBDM/SIP process, programs and structures;
 - 3. Decision-making model; and,
 - 4. Problem-solving and conflict resolution.
- H. As compensation for participation in the SBDM/SIP process, each Teacher on the SBDM/SIP team shall be granted one extra personal business day per school year, which could be carried from year to year if not used, with a maximum of two (2) carry over per school year.

ARTICLE XII PROFESSIONAL COMPENSATION

- A. The salaries for Teachers are set forth on Schedule A which is attached to and incorporated into this Agreement. The salary levels established in Schedule A are based upon employment and work on a full day's schedule for a full school year. A Teacher who works less than a full school year shall receive a prorated salary and benefits determined by the ratio of the number of days employed to the number of days required for a full school year. A Teacher who works less than a full day's schedule shall receive a prorated salary and benefits determined by the ratio of the number of hours worked to the number of hours in a full day's schedule, rounded to the nearest 1/7th.
 - 1. <u>Interpretation of Schedule A.</u> Teachers shall be entitled to annual salaries under Schedule A in accordance with the following:
 - a. <u>Salary Steps</u>. Each salary step from step 1 through step 11 shall represent one full year of employment with the District. Advancement from one step to the next through step 12 shall be automatic during the term of this Agreement upon completion of a full school year of employment with the District.
 - b. Certificate Column. A Teacher will be placed on the proper column of Schedule A based upon receipt by the Superintendent's office of grade sheets, official transcripts or a copy of the degree establishing the Teacher's qualification for that column. Advancement from one column to the next shall only occur at the start of the school year or the start of the second semester, provided that the required documentation is submitted to the Employer prior to the first day of school in the fall or the start of the second semester. All degrees and credits must be earned at accredited institutions while enrolled in a planned program or applicable to current teaching assignment. A Teacher should notify the Superintendent's office prior to the end of the school year that she/he may have increased credits. All credits must be earned after completion of a teaching certificate.
 - 2. <u>Longevity Payments.</u> Teachers will be eligible for longevity steps based upon their number of years of continuous service with the District in accordance with the following schedule.

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

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

B. Salaries will be paid bi-weekly and be in twenty-six (26) equal installments.

- C. Teachers who voluntarily work at athletic events will have their families admitted free. (Children K-12)
- D. It is agreed that any change in payroll deductions which are requested by the Teacher shall be submitted at least ten days before the first pay in October, December, February, April, and June. The deductions would then become effective on the first pay in these months.
- E. Degreed teaching experience from other schools may be allowed at full credit up to a maximum of five (5) years.
- F. Half steps will be allowed on the salary schedule for degreed Teachers who are initially employed at the beginning of the second semester. Should a Teacher be hired within ten (10) working days following the beginning of second semester, they will be credited for the entire semester. A Teacher hired after this ten (10) day window shall not receive salary credit for the semester.
- G. In order to qualify for the MA+15/MA+30 pay, an individual shall take courses which will make him/her a more proficient Teacher.
- H. Teachers assigned extra duties outside of their teaching responsibilities shall be paid the amount set forth on Schedule B. No duties except those listed in this contract shall receive extra pay except with the agreement of the Hillman Education Association negotiating committee.
- I. A regular Teacher who fills a substitute position will receive their regular pay plus an internal substitute rate of .000756 of the BA base per substitute period. A substitute period will be defined as fifty (50) minutes. This will be paid on the pay day following time sheet submission.
- J. Pay for teaching an extra class shall be 1/7 of the BA column capped at Step 5.
- K. No Teacher shall be hired above the salary schedule.
- L. No teacher hired after 2010 will be placed on BA+15. All staff hired new for the 1991-92 contract year and any future hires must attain a BA+20 for additional compensation. Such hires will not be paid on the BA+15 level. When all grandfathered Teachers have either advanced to the BA+20 or left the system, the BA+15 level will be dropped from the contract.
- M. Each K-12 Teacher may contribute five (5) hours per school year to an activity in which Hillman students are involved. This activity may not be an activity for which the Teacher is paid under Schedule B. The activity need not be limited to Hillman School sponsored activities. Upon completion of the five hours of contributed time, the Teacher will be paid One Hundred Fifty Dollars (\$150.00).

ARTICLE XIII INSURANCE PROTECTION

A. The Employer shall provide each Teacher with a full-family medical insurance program appropriate to the number of immediate family members. The district shall contribute up to \$1,250.00 per month for full family; \$916.67 per month for two-person; and \$458.33 per month for single subscriber health insurance and the carrier shall be MESSA with prescription coverage. The Board's contribution shall increase/decrease pursuant to the statutory changes. Cost above the Board's contribution shall be subject to payroll deduction. The coverage of this provision is limited to one health plan per household. Medical insurance changes will be implemented as soon as possible after ratification. The parties may mutually agree upon changes in insurance carrier coverage and specifications.

Plan A – For Teachers Needing Health Insurance

Health Choices II

\$500/\$1000 Deductible

\$20 office visit

(\$10/\$20 Co-Pay Drug Card)

Long Term Disability 66-2/3%

\$2,500 Maximum

90 Calendar Days - Modified Fill

Maternity Coverage

Pre-Existing Condition Waiver – Yes

Freeze on Offsets - Yes

Alcoholism/Drug same as any other illness Mental/Nervous same as any other illness

COLA-No

Negotiated Life \$50,000 AD & D

Vision VSP-3 Gold

Delta Dental 50/50/50:\$1,500 / 50:\$1,500

Plan B – For Teachers Not Needing Health Insurance

Long Term Disability Same as above

Negotiated Life \$50,000 AD & D

Vision VSP-3 Gold

Delta Dental 50/50/50:\$1,500 / 50:\$1,500

- B. Teachers hired prior to September 1, 2008, not electing health insurance coverage shall have a cash amount equal to the cost of the single subscriber rate health insurance rate of Choices II. Teachers hired after September 1, 2008, not electing health insurance coverage shall receive a cash amount of (\$300.00) per month. Teachers who are currently getting health insurance and wish to switch to cash in lieu after September 1, 2008, will receive the Three Hundred Dollars (\$300.00) per month rate. Teachers receiving PAK B with cash in lieu shall contribute ten percent (10%) of the cost toward these benefits. The Employer shall adopt and implement a qualified plan document which complies with Section 125 of the Internal Revenue Code. This amount may also be used toward insurance coverage and/or tax sheltered annuities or MESSA Options.
- C. The Hillman School District will have the opportunity in each year of the contract to have a MESSA representative explain the MESSA PAK pro-ration cost procedure for the Hillman Community Schools based on the current year Hillman Community School census of those employees who are MESSA PAK members.

ARTICLE XIV MENTOR TEACHERS

- A. A Mentor Teacher shall be defined as a Master Teacher as identified in Section 1526 of the School Code and perform the duties of a Master Teacher as specified in the Code.
- B. Each Teacher in their first three years in the classroom shall be assigned a Mentor Teacher by the Administration with the consultation of the Association. Mentor Teachers shall be available to provide professional support, instruction, and guidance. The purpose of the mentor assignment is to provide a peer who can offer assistance, resources and information in a non-threatening collegial fashion.
- C. Mentor Teachers shall be assigned in accordance with the following:
 - 1. The Mentor Teacher shall be a tenured member of the bargaining unit or retired area teacher.
 - 2. Participation as a Mentor Teacher shall be voluntary.
 - 3. The Employer shall immediately notify the Association of those Teachers requiring a mentor assignment of any affected member whose classroom assignment has changed.
 - 4. The Administration shall notify the Association when a Mentor Teacher is matched with a Mentee Teacher.
 - 5. Every effort will be made to match Mentor Teachers and Mentees who have the same area of certification.
 - 6. Mentee shall be assigned to only one (1) Mentor Teacher at a time.

- 7. The Mentor Teacher assignment shall be for one (1) year subject to review by the Mentor Teacher and Mentee after the first semester of teaching. The appointment may be renewed in succeeding years.
- D. Because the purpose of the Mentor/Mentee match is to acclimate the bargaining unit member and to provide necessary assistance toward the end of quality instruction, the Employer and the Association agree the relationship shall be confidential (but not as recognized by the law like that of attorney/client or doctor/patient) and each party is obligated to notify the administration if any legal statutes have been broken and shall not, in any fashion be a matter included in the evaluation of the Mentor Teacher or Mentee. Neither the Mentor Teacher nor the Mentee shall be permitted to participate in any matter related to the evaluation of the other without mutual consent of the Mentee, the Mentor, and the Administrator.
- E. Upon request, the Administration shall make available release time so the Mentor Teacher may work with the Mentee during the regular workday. Where possible the Mentor Teacher and Mentee shall be assigned common preparation time.
- F. Mentees shall be provided with a minimum of fifteen (15) days of professional development instruction during their first three (3) years of classroom teaching. Professional development shall be scheduled within the parameters of the regular workday and work year.
- G. Compensation for the bargaining unit Mentor Teacher will be based upon the following:

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

ARTICLE XV EARLY RETIREMENT INCENTIVE

- A. In an effort to address future staffing considerations and to provide an opportunity for early retirement to certified employees of the Hillman Community Schools who have faithfully served the district for at least fifteen years, the following incentive plan is proposed.
- B. The plan is based on years of service in the Hillman Community Schools.
 - 1. .0067 times the BA Base for each year of service for those who served between 15 and 20 years
 - 2. .01 times the BA Base for each year of service for those who served between 21 and 25 years
 - 3. .0134 times the BA Base for each year of service for those who served between 26 or more with 30 years maximum to be paid

- C. Applicants planning retirement at the end of the first semester of the school year must notify the Administration on or before November 1 of that year. Applicants planning retirement at the end of the school year must notify the Administration on or before March 1 of that year.
- D. All incentive compensation will be subject to the appropriate tax deductions.
- E. The employee must be eligible to retire under the Michigan Public School Employees Retirement System and submit a letter of retirement from his/her position with the Hillman Community Schools. Retirement means the Teacher cannot serve the Hillman Community Schools in any future paying capacity without the approval of the Superintendent.
- F. Prior to November 1, before mid-year retirement, or by March 1, before the end of the school year of the retirement, the retiring staff member will notify the Superintendent, in writing, of his/her intent to retire to be eligible for either the "early retirement incentive" (Article XVIII) or the accumulated sick leave (Article XIX) payments.

The District will make the appropriate payment into each employee(s) MEA Financial Service 403(b) Plan (or other 403(b) investment plan the employee subscribes to with Hillman Community Schools) not later than January 31, following mid-year retirements, or July 31, following end of the year retirements.

G. Exceptions to the time lines in this article may be granted by the Superintendent and/or Board and are not subject to the Grievance Procedure.

ARTICLE XVI SICK LEAVE AND PERSONAL LEAVE

A. SICK LEAVE POLICY

1. Teachers will be awarded ten (10) sick days per year to be used for themselves or members of the immediate family. All of the sick days may be used during the year. Five (5) of the ten (10) sick days have to be doctor verified as to the Teacher's inability to work or members of the immediate family illness. The remainder of the unused sick days will be accumulated. In order to qualify for the use of such days, a Teacher must notify the administration of his/her illness and subsequent absence prior to his/her absence. A Teacher who works less than a full school year shall receive a prorated number of sick and personal days. In addition, any Teacher who works less than a full day shall receive prorated sick and personal days by the ratio of the number of hours worked to the number of hours in a full day's schedule, rounded to the nearest half (1/2) Day. A change in an Employee's status from part-time to full-time or full-time to part-time will carry forward their prorated days.

2. Wage protection shall be provided to all Teachers. This plan is devised to allow Teachers to receive their regular salary if the Teacher is unable to attend to his/her duties because of illness after exhausting his/her accumulated sick leave. The proof of this shall consist of a doctor's statement regarding the Teacher's inability to work. When the inability has been established and additional doctor verification days are needed during the year, Hillman Community Schools will provide up to forty (40) additional days. These wage protection days are to be used only for the illness of the employees.

These days are in addition to the ten (10) days awarded each year as stated in number one (1) above.

- 3. If additional days are needed, the Teacher may draw from his/her accumulated sick leave total. If the sick days are used from the accumulated sick leave, the Teacher may use five (5) days or less, at any one time, without doctor verification of the Teacher's inability to work. If more than five (5) sick leave days are used consecutively, then a doctor's statement of the Teacher's inability to work must be provided.
- 4. The Teacher, upon retirement from teaching in Michigan and after twelve (12) years of employment with Hillman Community Schools, will be reimbursed for up to 188 sick days. The rate of reimbursement will be .00243 times the BA base times the number of accumulated sick days.
- 5. The retiring Teacher must notify the District office of his/her intent to retire prior to November 1 for retirement at the end of the first semester and March 1 for the end of the year retirement. Upon request, a Teacher may expect confidentiality of this notification on the part of the District Administration. If a medical situation would arise during the school year that created a need to retire, then this one criterion would be waived.

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

1. Critical Illness

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

Immediate family shall be defined for critical illness 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

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

2. Death

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

- 3. If there is a death in a Teacher's family, or a death of someone in the community, there may be two representatives sent from the staff to represent the Teachers. The Executive Committee of the HEA will determine the two Teacher representatives. This provision shall be used only at the discretion of the Superintendent.
- 4. Immediate family shall be defined for bereavement* 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.
 - d. Grandfather, grandmother, grandchildren.
 - e. Father-in-law, mother-in-law.
 - f. Brother-in-law, sister-in-law.
 - g. Daughters-in-law, sons-in-law.
- 5. Persons outside the immediate family shall be defined as:
 - a. Aunts, uncles, nieces, nephews.

C. PROFESSIONAL IMPROVEMENT - COMMUNITY GROWTH NONACCUMULATIVE

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

D. PERSONAL BUSINESS DAYS

Four (4) days per year shall be granted to conduct personal business. These days are in addition to sick leave and should involve no more than 20% of the teaching staff in each building at one time. A Teacher desiring to make use of a personal business day(s) shall notify his/her building principal in writing, using the personal business day form (Appendix E) at least one (1) day in advance of the day to be taken. Four (4) unused personal leave days per year will be added to a teacher's accumulated sick days.

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

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

F. HALF-DAY ABSENCES OR LESS

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

· ARTICLE XVII LEAVE OF ABSENCE

A. CHILD CARE LEAVE - UNPAID

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

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

B. PERSONAL ILLNESS

- 1. Any Teacher whose personal illness extends beyond the period compensated shall be granted a leave of absence of up to one (1) year with-out pay to allow for complete recovery from such illness. Upon return from a year or less leave of absence, a Teacher shall be entitled to their former position or to a position for which they are certified and qualified.
- 2. Upon written application at least ninety (90) calendar days prior to the close of the school year, said leave of absence may be renewed for up to one year.
- 3. When length of leave permits the Teacher shall provide ninety (90) days notice regarding intention to return.

C. PEACE CORPS LEAVE

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

E. PUBLIC OFFICE LEAVE

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

F. MILITARY LEAVE

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

G. PERSONAL LEAVE

The Employer shall allow up to one (1) year unpaid leave for personal reasons. More than one leave may be allowed at the discretion of the Employer and not be subject to the Grievance Procedure. In cases where there is more than one applicant, the applicant with the most seniority in the District will be granted the leave. 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 XVIII ANNEXATION, CONSOLIDATIONS OR OTHER REORGANIZAITON OF THE DISTRIC

In the event that this district shall be annexed, consolidated or otherwise reorganized with one or more districts in whole or in part, the Employer will endeavor to secure the continued employment of its Teachers in such district.

ARTICLE XIX SCHOOL CALENDAR

- A. It is agreed that, for the life of this master agreement, Hillman Community Schools will continue to pay all employees their full salary without loss of pay for Act of God days.
- B. It is agreed that the employees will work the full number of days specified in the school calendar so that the school district will be in compliance with state law and receive full state aid.
- C. It is further agreed that if Section 101, Subsection 3, of the State Aid Act is repealed at any time, for any reason, Article XXI of the Master Agreement shall be null and void and no precedents shall have been created, and the parties will return to their former practice as indicated in Paragraphs D and School Calendar(s).
- D. The School District shall be entitled to reschedule any days lost in the event school is closed for reasons which do not allow such days to be counted as days of student instruction. The rescheduling of such days shall not entitle employees to additional compensation. The parties shall negotiate when these days shall be made up.
- E. For the 2012-2013, 2013-2014, 2014-2015 school years there will be one hundred seventy (170) student days and one hundred seventy-eight (178) teacher days.

ARTICLE XX 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.
- I. If an emergency financial manager is appointed by the state under PA 4 of 2011, Fiscal Accountability Act, the emergency manager may reject, modify, or terminate the collective bargaining agreement in his/her sole discretion. This authority is a prohibited subject of bargaining under the Public Employment Relations Act (PERA).

ARTICLE XXII DURATION OF AGREEMENT

A. All provisions of this Agreement shall be effective as of September 1, 2012 and shall continue in effect until August 31, 2015.

NORTHERN MICHIGAN EDUCATION HILLMAN COMMUNITY SCHOOLS

ASSOCIATION, MEA/NEA	BOARD OF EDUCATION
By Michael Zimmerman NMEA President	By Blod Mc Laren President
By Will harm For Mary Lieberman / Deb Larson NMEA Staff Coordinator	By Wice-President Vice-President
By Kent Cordes, President	By Secretary
By <u>Joseph</u> Linda Geister Negotiating Comm. Member	By Treasurer
By Ken Rundell Ken Rundell Negotiating Comm. Member	By Trustee
By Michelene Kenyon Negotiating Comm. Member	By Trustee
By Lorraine Chappa Negotiating Comm. Member	
Dated this 4 day Santenber, 2012	

APPENDIX A 2012-13, 2013-14, 2014-15 Salary Schedule*

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

Steps and lane change increases paid each year.

2% off schedule payment each year for teachers who are not moving a step or lane each year.

APPENDIX B - EXTRA DUTY SCHEDULE

Drivers Education000	63 Step 1 BA	Sophomore Class Advisor	455
Head Football	3,543	Freshmen Class Advisor	455
J.V. Football		8th Grade Class Advisor	301
Ass't Football		7th Grade Class Advisor	301
Ass't JV Football		FHA	1,013
Head Basketball	3,543	FFA	
J. V. Basketball		Honor Society	
9th Grade Basketball	1,669	Tiger Tails	275
8th Grade Basketball		Yearbook 1,505 not a class	
7th Grade Basketball	1,193	AV Director	
Baseball	3,543	`Music Advisor	
Softball		Student Council Advisor	1,312
J.V. Softball		Summer Ag 1,188/2	34 student
J.V. Baseball	1,302	Flag Corps	432
Track	2,028	Computer Club	
Track Ass't	1,076	Knowledge Bowl	
Jr. High Track		Media Club	
Head Cheerleader		Volleyball	
(1/sfootball, 1/sbasketball, 1/scompetitive)		J. V. Volleyball	
J.V. Cheerleader	1,552	Golf	2,028
Jr. High Cheerleader	773	Jr. High Volleyball	
Play	432	New Clubs	275
Musical		State Athletic Tournament & Musical	
Musical Assistant		Competition Achieved beyond District	
Sr. Class Advisor	1,114	beyond District (First level)	199
Jr. Class Advisor	1,114	-,	

HILLMAN COMMUNITY SCHOOLS 2012-2013 CALENDAR

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

First day for students (regular school day)	September 4
End of First Marking Period (regular school day)	October 26
P.D. am & Parent-Teacher Conf. (1-4 p.m. & 5-8 p.m.) (no studen	ts) November 1
Professional Development Day (no students)	November 2
Professional Development Day (no students)	November 5
Safety Days (no staff or students)	November 15 & 16
Thanksgiving (offices closed/no staff or students)	November 22 & 23
Christmas Break Begins (district office open/no staff or students)	December 24
Classes resume (regular school day)	January 2
End of First Semester (full day for students)	January 11
Early Dismissal for Professional Development	January 15
Professional Development Day (no students)	February 4
Early Dismissal for Professional Development	March 12
End of Third Marking Period (regular school day)	March 15
P.D. am & Parent-Teacher Conf. (1-4 p.m. & 5-8 p.m.) (no studen	ts) March 21
Spring Break Begins (district office open no staff or students)	March 22
Classes resume (regular school day)	April 2
Early Dismissal for Professional Development	April 16
Memorial Day (offices closed/no staff or students)	May 27
Last Day for Students (full day for students)	May 31
Class of 2013 Graduation	June 2
Records Day for Teachers	June 3

^{**}Early dismissal for elementary students will be at 1:15 p.m. and Jr./Sr. high students at 1 p.m.

HILLMAN COMMUNITY SCHOOLS 2013-2014 CALENDAR

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

Staff Orientation Day (no students)	August 27
Professional Development Day (no students)	August 28
Professional Development Day (no students)	August 29
First day for students (regular school day)	September 3
End of First Marking Period (regular school day)	October 25
Professional Development Day (no students)	November 4
Safety Day (no staff or students)	November 15
P.D. am & Parent-Teacher Conf. (1-4 p.m. & 5-8 p.m.) (no students)	November 21
Professional Development Day (no students)	November 22
Thanksgiving (offices closed/no staff or students) No	ovember 28 & 29
Christmas Break Begins (district office open/no staff or students)	December 23
Classes resume (regular school day)	January 2
End of First Semester (full day for students)	January 17
Professional Development Day (no students)	February 3
End of Third Marking Period (regular school day)	March 14
P.D. am & Parent-Teacher Conf. (1-4 p.m. & 5-8 p.m.) (no students)	March 20
Spring Break Begins for students (district office open)	March 21
Spring Break Begins for Staff (no students)	March 24
Classes resume (regular school day)	March 31
Good Friday (offices closed/no staff or students)	April 18
Memorial Day (offices closed/no staff or students)	May 26
Last Day for Students (full day for students)	May 30
Class of 2014 Graduation	June 1

HILLMAN COMMUNITY SCHOOLS 2014-2015 CALENDAR

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

Staff Orientation Day (no students)	August 27
Professional Development Day (no students)	August 28
First day for students (regular school day)	September 2
End of First Marking Period (regular school day)	October 24
Professional Development Day (no students)	November 3
P.D. am & Parent-Teacher Conf. (1-4 p.m. & 5-8 p.m.) (no student	s) November 13
Professional Development Day (no students)	November 14
Thanksgiving (offices closed/no staff or students)	November 27 & 28
Christmas Break Begins (district office open/no staff or students)	December 22
Classes resume (regular school day)	January 5
End of First Semester (full day for students)	January 16
Professional Development Day (no students)	February 2
End of Third Marking Period (regular school day)	March 13
P.D. am & Parent-Teacher Conf. (1-4 p.m. & 5-8 p.m.) (no student	s) March 19
Professional Development Day (no students)	March 20
Spring Break Begins (district office open no staff or students)	March 30
Classes resume (regular school day)	April 6
Memorial Day (offices closed/no staff or students)	May 25
Last Day for Students (full day for students)	May 29
Class of 2015 Graduation	May 31

APPENDIX C

PERSONAL BUSINESS DAYS ABSENCE FORM

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

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

Teacher's Name	 	
Date of Absence	 	 <u>.</u>
Teacher's Signature	 - 	

NOTE: PRINCIPAL WILL RETURN A COPY OF COMPLETED FORM TO TEACHER OR CONFIRM THROUGH EMAIL OR WILLSUB.

ARTICLE XXII DURATION OF AGREEMENT

All provisions of this Agreement shall be effective as of September 1, 2012 and shall continue in effect until August 31, 2015. NORTHERN MICHIGAN EDUCATION HILLMAN COMMUNITY SCHOOLS ASSOCIATION, MEA/NEA BOARD OF EDUCATION By Middle 2 President Michael Zimmerman **NMEA President** For Mary Lieberman / Deb Larson
NMEA Staff Coordinator Scott Cordes, President By Linda Geister Negotiating Comm. Member By =Trustee Negotiating Comm. Member

By

Trustee

Denium

Michelene Kenyon

Lorraine Chappa

By Lonair

Negotiating Comm. Member

Negotiating Comm. Member