

8/31/91

PROFESSIONAL AGREEMENT

BETWEEN THE

**HAMILTON COMMUNITY SCHOOLS
BOARD OF EDUCATION
HAMILTON, MICHIGAN**

AND THE

**HAMILTON EDUCATION ASSOCIATION
M.E.A. - N.E.A**

1989 - 1991

**LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University**

Hamilton Community Schools

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A G R E E M E N T

This two year Agreement entered into this twelfth day of June, 1989, by and between the Board of Education of the Hamilton Community Schools, hereinafter called the "Board" and the Hamilton 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, to bargain with the Association as to wages, terms and conditions of employment, and

WHEREAS the parties, following extended and deliberate professional negotiations, have reached certain understandings which they desire to memorialize,

IT IS HEREBY AGREED as follows:

ARTICLE I RECOGNITION

- A. Pursuant to Act 379, Public Acts of 1965, as amended, the district hereby recognizes the Association as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, hours, and other terms and conditions of employment for the entire term of the agreement for all classroom teachers, including teacher certified principals in teaching positions, teacher certified school librarians, specialists and counselors but excluding substitute teachers, non-certified teachers, librarians, teachers aides, the superintendent, principals, assistant principals, athletic director and other supervisory, administrative and executive personnel; the administrative duties of the director of guidance and the teaching principals and all others whether they possess a valid teaching certificate or not. Also excluded are all teachers and other staff of adult and community education programs of which the district is an operator or a participant.
- B. The Board agrees to negotiate with no other teachers' organization than the Association with respect to members in the bargaining unit for the duration of this agreement.
- C. The Board recognizes that the proper negotiation and administration of this Agreement entails expense by the Association, including the Michigan Education Association and the National Education Association, which is appropriately shared by all who are beneficiaries of this Agreement. To this end, all persons defined as members in section A of this article shall deliver to the Board an authorization for:
 1. Deduction of membership dues and assessments of the Association (including the National and Michigan Education Associations), or

2. Deduction of service fee to be paid to the Association equivalent to the Association cost of collective bargaining, contract administration and grievance adjustment. The local Association is required to determine this amount to the administration in time for proper deductions.
3. The Association shall indemnify and save the school employer and school corporation harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken or not taken by the school employer or school corporation in reliance upon signed authorization cards or lists furnished to the school employer or school corporation by the Association for the purpose of payroll deduction of dues.
4. Part-time members shall join the United Profession (HEA, MEA, NEA) at the full rate or at the rate established by MEA, HEA or pay a prorated service fee referred to C. 2. This provision of this Agreement shall be binding to all members.

ARTICLE II BOARD AND ADMINISTRATION RIGHTS

- A. In order to carry out its responsibility for the development and operation of educational programs providing the best possible educational opportunity for the Hamilton Community School District consistent with community resources, the Board retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in the Board by law including by way of illustration, and not by way of limitation, the following:
 1. The supervision, direction and control of the management and administration of the school system, its properties and facilities.
 2. The right to hire all employees subject to the provision of the law to determine their qualifications, to discharge, demote or otherwise discipline employees for reasonable and just cause and to promote and transfer employees.
 3. The right to establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students as deemed necessary or advisable by the Board.
 4. The selection of textbooks and teaching materials, and various teaching aids.
 5. The right to determine class schedules, class size, the hours of instruction and assignment of teachers with respect thereto.
- B. 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. It is also agreed that:

1. Association members shall continue to receive pay during closed days.
 2. Notification of the closing shall be given as soon as practicable.
 3. Rescheduled days shall not be beyond June 30.
- C. The exercise of the foregoing powers, rights, duties and responsibilities by the Board and the adoption of policies, rules, regulations and practices in the furtherance thereof, shall be the exclusive prerogative of the Board except as otherwise limited by express provision of this Agreement.

ARTICLE III MEMBER RIGHTS

- A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every member of the system shall have the right to freely organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiation. As a duly elected body exercising governmental power under the laws of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage, deprive or coerce any member in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the Constitutions of the State of Michigan and the United States. The Board will not discriminate against any member with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association, his participation in any activities in the Association, or collective professional negotiations with the Board.
- B. The Association and its members shall have the right to use school building facilities when available and according to school board policy. Bulletin boards specifically reserved for members shall be made available to the Association and its members.
- C. The Board agrees to furnish to the executive officer of the Association or his/her designate, upon written request, all information which is available to the public and concerns the financial resources of the district, tentative budgetary requirements and allocations, and such other information which the Board has available.

The Board agrees to furnish within five (5) days of the written request information to which the Association is legally entitled. This request shall be made by the executive secretary or his/her designee.

- D. A member engaged in any grievance with a representative of the Board during the school day, on behalf of either the individual member or the Association, shall be released from regular duties without loss of salary.
- E. Any member engaged in negotiations or arbitration, which will involve the member during the school day, will be released from regular duties without loss of pay. Cost of substitutes for released member shall be borne by the Association. Any member called to testify on behalf of the Board shall have the substitute's fee reimbursed by the Board.

- F. The Board shall provide all members a thirty (30) minute duty-free uninterrupted lunch period each day. Mutual agreement between the administration and the members in a particular building may allow for a difference in the length of this time period.
- G. The Board shall make available in each school with eight (8) or more classrooms adequate lunch rooms, rest rooms, and lavatory facilities exclusively for staff use and at least one (1) room, appropriately furnished, which shall be reserved for use as a faculty lounge.
- H. When a member, upon the request of an administrator, substitutes on an hourly basis for another member, he/she shall be compensated by receiving the monetary hourly rate paid to substitutes. If requested by the member at the end of the school year, an additional three dollars (\$3) per hour shall be paid for such substitution in excess of ten (10) hours per year. The additional amount shall not apply to part-time members who agree to substitute during periods outside their regular assignment.

ARTICLE IV SCHOOL CALENDAR

- A. The school calendar will include 185 full-time equivalent days scheduled for teachers and a minimum of 180 days for students.
- B. Deviations from the agreed upon calendar due to unforeseen circumstances will be resolved by mutual agreement of the Association and the Board. In the event of changes in laws that affect school calendars, the parties agree to meet to review the established calendars.
- C. The school calendars for the years covered by this Agreement are specified in Appendix D. Also specified in Appendix D is the mutually approved calendar for the school year following the termination of this Agreement.
- D. If by January 1 of any year the school calendar for the succeeding school year has not been established, the following process shall be used:
 - 1. By February 1 the Board will submit to the Association a proposed calendar for the following school year.
 - 2. Within fifteen (15) calendar days of receipt of the proposal, the Association will decide whether or not to accept the proposal.
 - 3. If the Association does not agree to the calendar proposed by the Board, a calendar committee will be convened no later than March 1 and will establish the calendar for the up coming school year by March 31. The committee will include no more than four (4) representatives of the Board and four (4) representatives of the Association.

**ARTICLE V
MEMBER EVALUATION**

- A. All members and the Association recognize the right, duty and responsibility of principals and supervisors to make periodic evaluations of the performance of members. The purpose of evaluation is to assist members to improve the quality of their professional services. All monitoring for evaluation or observation shall be conducted openly and with full knowledge of the member.
- B. In regard to probationary members, at least two written evaluations will be made each school year by the principal or immediate supervisor. In the event that a probationary member is denied tenure or is served with a notice of dismissal in accordance with the Michigan Tenure Act, such dismissal or denial shall be subject to the Grievance Procedure hereinafter set forth through Level Three (III), but shall not be arbitrable. A first evaluation shall be made by December 1 and the next no later than March 30.

Members starting their employment later in the school year will receive their evaluation within sixty (60) school days and their second within one hundred twenty (120) days of date of employment.

- C. Tenure members shall be evaluated at least once every two years.
- D. 1. An evaluation will be presented in a written report and is to be based upon an announced visit of not less than thirty (30) minutes in length and a conference between the evaluator and the member. The evaluator may use more than one (1) visit in conducting a formal evaluation.
2. The following guidelines will apply to the evaluation process:
- a. Visits leading to an evaluation report will equal no more than five (5) hours of total time and will be conducted in a space of ten (10) days.
 - b. The evaluator will be an administrator employed by the Hamilton Community Schools.
 - c. Evaluations will be conducted no more than once during a six (6) week period.
 - d. In the event it is deemed necessary or appropriate to vary from these normal evaluation guidelines, the administration shall have full and complete discretion to do so after consulting with the member and providing a written statement explaining the reasons for such variation.
3. Within seven (7) days of the final visit for the purpose of conducting an evaluation, a conference shall be held between the evaluator and the member to discuss the evaluation. Within seven (7) days after the conference, the written evaluation, with the opportunity to review it, shall be delivered to the member.

- E. A member who disagrees with an evaluation report may submit a written answer to the evaluator within one week which shall be attached to the file copy of the evaluation in question, but under no circumstances is the content of the evaluation subject to grievance.
- F. All evaluations must be signed by the evaluator and the member. The member signs the evaluation at the time it is received. The signature means only that the evaluation has been received and does not necessarily imply agreement.
- G. An observation of a member may include a conference and may be unannounced. Observations may be used to aid the member in improving teaching skills, but may not be used as a part of a written evaluation, except that statements about a member's overall professional and/or personal conduct may be included if a conference is held within seven (7) days of the observation, at which time the member is informed that such statements may be included in an evaluation. A record of the observation and/or the conference may be retained by the Administration with a copy given to the member.
- H. The evaluation instrument(s) shall be uniform for the elementary level, district-wide and secondary level, district-wide. It shall be given to the member within the first month of the new year or the first month of employment. Any specific areas to be evaluated may be indicated to the member in a pre-conference.

ARTICLE VI MEMBER RESPONSIBILITY

- A. The length of the normal school day is seven and one half (7 1/2) hours which shall normally include a minimum of the twenty (20) minutes prior to the beginning of the student day and the twenty (20) minutes following the end of the student day. The normal school day is any day when students are scheduled to be in session for the full day.
 - 1. Members with regularly scheduled classroom teaching assignments will spend a maximum of five and one half (5 1/2) hours at a teaching or supervising post.
 - 2. The regular daily schedules of members with non-classroom assignments such as counselors and librarians shall be within the normal school day and shall be established by the supervising principal after consultation with the member.
- B. On Fridays and days before vacation periods members will be permitted to leave the school building immediately after the buses leave their building, as long as the members were present at least one half (1/2) hour before school in the morning.
- C. There shall be Parent-Teacher Conferences during both the first and second semesters. Evening meetings may be scheduled in accordance with the school calendar.

- D. A total of no more than two meetings per month of the total building staff, beyond the school day, shall be called by the administration.
- E. A member on Board Paid Leave or Member Paid Leave on an "act of God" day for which the member would not have been required to report will not have the day charged against his/her allowance of leave days. This clause shall not be applied in the case of an early dismissal or during any Unpaid Leave period.
- F. An employee on paid leave (personal illness or injury, bereavement or approved emergency, professional, personal, jury duty) can be held responsible for up to five (5) consecutive days of lesson plans unless the member is incapacitated to the extent that a doctor would certify the inability to make lesson plans, if called upon to do so. Failure to comply with the statement above will result in:
 - 1. One written warning to be placed in the member's file for the first occurrence while working in the Hamilton School System;
 - 2. For each additional occurrence, deduction of the substitute pay plus five (\$5) dollars shall be made from the employee's paycheck.

**ARTICLE VII
TEACHING LOADS AND ASSIGNMENTS**

- A. The following figures shall represent the maximums of class sizes and teacher loads for the duration of this Agreement.
 - 1. Elementary:
 - a. Developmental kindergarten 20 students
 - b. Kindergarten 26 students
 First grade
 - Second grade
 - c. Third grade 27 students
 - d. Fourth grade 28 students
 - e. Fifth grade 29 students
 Sixth grade
 - f. The maximum class size for split classes involving two (2) elementary grade levels shall be one (1) less than the maximum established for the lower of the two (2) grades.
 - g. The maximum class size for split classes involving three (3) elementary grade levels shall be two (2) less than the maximum established for the lowest of the three (3) grades.

2. Secondary:

- a. 1. Except in the areas of band, vocal music, typing, study hall, and physical education, the student load per class shall not exceed thirty (30) students and the student load per day shall not exceed 145.
 2. In the event a member's assignment includes six (6) or more regular class periods, the student load per day shall not exceed 155. Except for the areas of agriculture, art, home economics, industrial arts, music, physical education, and special education, the assignment shall include no more than four (4) separate preparations at any one time without the consent of the member.
 - b. Physical education classes have a limit of forty (40) per class period.
 - c. Assignment to supervise a study hall is not considered a teaching preparation. It is mutually agreed that supervision of study halls may be assigned, at the discretion of the Board, to non-certified personnel or persons not covered by this Agreement. This does not exclude the assignment of certified personnel to study hall supervision.
3. a. Any student currently assigned to a staff professional for Emotional Impairment, Mental Impairment, or Learning Disability shall count as one and one half (1 1/2) students in determining the regular class size for the time that student is in the regular classroom.
 - b. In the event the number of students in a class (each student counted as one) assigned to a staff professional (as listed) reaches or exceeds 15% of the class membership, the maximum class size will be reduced according to the following: 15%, one (1) less; 20%, two (2) less; 25%, three (3) less; 30%, four (4) less.
 - c. This section does not apply to the maximum for secondary physical education classes.
4. These maximums may be exceeded under the following plan of compensation.
 - a. The administration shall have full and complete discretion to exceed the maximums set forth in A., 1. and A., 2a.
 - b. A payment of twenty dollars (\$20) per six (6) week grading period will be paid to the secondary teacher for each student over the maximum in which the student is in attendance for at least twenty (20) days of the grading period. In the event both the per day and per class maximums are exceeded, payments will be made on either but not both maximums, as determined by the member.

- c. A payment of fifty dollars (\$50) per pupil per quarterly grading period will be paid to the elementary teacher for each student over the maximum in which the student is in attendance for at least twenty-five (25) days during the grading period.
 - d. Written applications for payments under this provision are to be submitted by the member to the supervising principal within three (3) weeks of the end of the grading period and shall state the basis for the compensation requested.
- B. Members who desire a change in grade or subject assignment or who desire to transfer to another building shall file a written statement of such desire with the Superintendent as soon as practicable, and under normal circumstances, not later than February 1. Such statement shall indicate the grade or subject to which the member desires to be transferred.
 - C. The process of planning schedules for the next school year shall include opportunities for members to express their suggestions and concerns regarding class offerings, schedules, and assignments. All members shall be given written notice of their assignments for the coming school year no later than the end of the current school year. In the event that changes in assignment are to be considered, members involved shall be consulted.
 - D. An involuntary transfer or assignment shall be made only after a meeting with the member, the Superintendent or his designee and an Association representative (if requested by the member) at which time the member shall be notified of the reason for the assignment or transfer. No involuntary change in a member's assignment or schedule will be made later than July 31 unless such a change becomes necessary due to an emergency situation.
 - E. No member shall arbitrarily be assigned a subject for which he/she is not certified to teach except where the member gives his/her written permission for said assignment.
 - F. A member shall not be given a teaching assignment longer than the normal school day as described herein without the written consent of the member.

ARTICLE VIII VACANCIES

- A. Whenever a vacancy occurs in a teaching or administrative position for which educational certification is required and the position is to be filled on a permanent basis, the administration shall provide written notice of the vacancy to the President of the Association or his/her designee. Notices will be posted in each of the schools during the school year or will be mailed or distributed to members. In no case shall the Board be held responsible for the receipt of the notice by an individual member.
- B. The Board agrees to give members seven (7) calendar days from the date of the posting, distribution, or mailing of the notice to present written applications for the position to the Superintendent or designee.

- C. If the vacancy occurs between August 1 and the beginning of the school year, the administration shall notify the President of the Association or his/her designee of the vacancy before the position is filled. Members will be allowed to submit written applications as time permits.
- D. In filling a vacant position, the Board will consider the professional qualifications and experience of each applicant including the length of employment with the district. The Board maintains the right to transfer, promote, or employ the person who, in the opinion of the Board upon recommendation of the administration, is the best qualified applicant.
- E. Member applicants not appointed to the position will be notified no more than five (5) calendar days after a position is filled.
- F. To avoid undue disruption to existing instructional programs, a permanent vacancy that occurs during the school year may, at the discretion of the Superintendent, be filled on a temporary basis until the end of the current semester or school year.
- G. For purposes of this article a vacancy exists when the number of positions for certified personnel at a particular building is greater than the number of persons assigned to that building, including such an opening created by retirement, resignation, addition of a position, or the transfer of a member to a new or existing position.

ARTICLE IX LEAVES

- A. Paid Leave - Personal Illness or Injury.
 - 1. Employees covered by this agreement who are absent from duty because of personal illness, injury or disability (including disability related to pregnancy or maternity) shall be paid their full salary for the period of such absence, not to exceed a total of ten (10) working days in any one year, except where additional leave time has been accumulated. The ten (10) days of sick leave shall be credited to the employee on the first day he reports for duty each school year. However, when an employee leaves before his/her yearly contract is completed, the number of sick days credited to the member's account will not be ten (10) days but one (1) day for each month worked.
 - 2. The Board may require a doctor's statement attesting to the illness of the employee. In case of any pregnancy or maternity related dispute as to whether a member is able to adequately perform the duties to which she is regularly assigned, the physician who has treated the member through her pregnancy shall make the final and binding determination.
 - 3. At the beginning of every school year, members with one or more years teaching experience shall be credited with the number of days of sick leave not used during the prior school year. The maximum number of days so accumulated shall be one hundred eighty (180). Not later than October of each school year, each member previously employed will receive a statement of leave days accumulated to that date.

4. An experienced teacher hired into the system, shall receive three-tenths of his accumulated sick days up to a total of twenty four (24).

B. Paid Leave - Bereavement or Approved Emergency.

1. Approved absence without loss of salary shall be allowed for bereavement or emergency leave. The administration shall have discretion to grant emergency leave. Each day of any absence under this paragraph shall be charged against the sick leave days of the employees covered by the agreement.
2. Interpretation: Attendance of any funeral deemed important to the member will be granted under this section. Emergency care of someone in the immediate family of the member will be granted under this section. The Board may require a doctor's statement attesting to the critical illness of the person needing this care.

C. Paid Leave - Personal.

1. To prevent undue hardship to individual staff members who must be absent from school to attend to personal business, one (1) day, non-cumulative, without deduction in salary will be provided. Upon attaining ten (10) years of seniority, a member will be provided with one (1) additional (total of two) non-cumulative personal leave day.
2. The intent of the Board and the Association is that this day be used for personal business which cannot be attended to on a day or time other than a school day.
3. Requests for this day shall be made by the member through his/her supervisory principal at least forty-eight (48) hours in advance of the requested absence date. If the immediacy of the absence is of such a nature that the request in writing is not practical, oral request by the member shall be sufficient.
4. No personal leave shall be taken on a day immediately prior to or following a vacation or holiday recess.
5. Absence for personal leave as specified in this section will be chargeable to the member's sick days.

D. Paid Leave - Professional.

1. Leave of absence with pay, not chargeable against the member's sick leave allowance, shall be granted (two (2) days per year, accumulative to five (5) days) for approved visitation at other schools or for attending educational conferences or conventions but excluding all labor association meetings. A written request for this leave must be submitted to the administration for approval five (5) days preceding the leave.
2. Each year \$100 will be made available for each member for the purpose of inservice education. Any amount not used shall be credited to the

member for the following year to a maximum accumulation of \$400. Application for funds under this provision will be made to the administration.

3. The Board may provide, at its discretion, money and other resources to an Inservice Education Committee composed of not more than four (4) Association representatives and two (2) Board representatives. The purpose of the Committee shall be to allocate the resources provided to programs and activities proposed by the members that will result in significant contributions to the educational programs of the district and professional development of the faculty. The Committee shall adopt procedures and rules for operation.
4. The final authority for approval of expenditure of funds provided in this section is retained by the Board.

E. Paid Leave - Jury Duty.

1. Members summoned to serve on jury duty shall be paid the fraction of their contractual salary equivalent to one day less the amount received for jury duty for each day served. If a member is not picked to serve on the jury for any day he will then report to school to resume his normal classroom duties.
2. The Board retains the right to ask the judicial authority to excuse a member from jury duty in the event that it would create a hardship on the district.

F. Association Paid Leave.

1. The Association shall be granted a total of five (5) days leave during which an Association member may conduct Association business.
2. The Association shall reimburse the Board the standard substitute rate in Hamilton for each member day missed.
3. The Administration shall be notified five (5) days in advance of such leave in writing.

G. Member Paid Leave.

1. Each member will be provided with one (1) non-cumulative personal business day per year. There will be no need to give a reason for the request.
2. A request in writing must be received by the supervising principal at least forty-eight (48) hours in advance. The supervising principal may waive the required time limit at his/her discretion if proper reasons are given.
3. A member may be denied this request if the number of staff persons on paid leave that day exceeds: 5% of the secondary staff for secondary teachers or 5% of the elementary staff for elementary teachers.

4. No leave will be granted just prior to or following a vacation or holiday recess.
5. This leave shall be granted without reduction of pay except that the member must pay the substitute fee plus five dollars (\$5.00) whether or not the member is a classroom teacher. On an "act of God" day the member will reimburse the district for any substitute costs incurred plus five dollars (\$5).

H. Unpaid Leave - General Conditions.

1. The Board at its discretion and for reasons it deems appropriate, may grant an unpaid leave of absence according to the general condition stated in this section. These general conditions may be superceded by the specific stated conditions of an individual type of leave.
2. The leave of absence may be granted for a period not to exceed one (1) year. Upon request of the member, the Board may, at its discretion, grant a renewal or extension of the leave period.
3. If the leave period is no longer then sixty (60) days, the member shall be entitled to the position held prior to the leave. After an unpaid leave period of more than sixty (60) days the member will be assigned by the Board to a position for which he or she is certified and qualified.
4. For salary schedule purposes, credit will be computed on the guidelines listed in Article XVI Compensation and Fringe Benefits, Section A number 4.
5. Seniority credits for the member remain at a stationary point until he/she returns to teaching, unless the member returns within sixty (60) days, in which case the member shall remain in the same place on the seniority list.
6. A member who is granted an unpaid leave of absence shall not use sick days during the leave period.
7. A member on unpaid leave shall notify the Superintendent of his/her intent to return to work three (3) months prior to the termination date of the leave.
8. The Board may require a statement by qualified medical personnel indicating that a member seeking to return from a leave is physically and mentally capable of performing his/her professional responsibilities.
9. The member shall be entitled to return from an unpaid leave any time within the specified leave period if a written request to return is submitted to the Superintendent and a position becomes available for which the member is certified and qualified.

I. Unpaid Leave - Child Care.

1. The granting of a child care leave is solely discretionary with the Board of Education and will not normally be granted except at times associated with the birth or adoption of a child or in unusual circumstances involving situations where the child is suffering serious medical problems and the presence of the member to care for the child is necessary.
2. Notification that a request for child care leave is forthcoming shall be given to the Superintendent at least three (3) months before the leave is to begin. The written request with beginning and ending dates for this leave must be given to the Superintendent at least two (2) months before the leave is to begin. Any variation of these requested dates due to the health of the member and with the medical doctor's advice may be adjusted by the Superintendent.

J. Unpaid Leave - Graduate Study.

1. Any member applying for a graduate leave must have been employed as a teacher in the Hamilton Community School system for a period of no less than seven years prior to the graduate leave.
2. The course of study for which the leave is to be taken must directly relate to the teaching assignment of the applicant of the study, research or special teaching assignment involving probable advantage to the Hamilton School system as determined by the Board. The Board's decision is final and not subject to arbitration.
3. The Board shall grant graduate leave at its discretion. The Board's decision is final and not subject to arbitration.

K. Unpaid Leave - Military.

1. Any member who is called into the armed forces of the United States, or who is activated as a member of the reserve forces, or who enlists in anticipation of induction, or who enlists during a period of time when this country is actively engaged in an open hostility involving active acts of warfare, shall be granted leave of absence without pay for the period of such absence.
2. Full credit on the salary schedule for each calendar year or major portion thereof spent in such military service will be granted to those so leaving Hamilton Community School service and returning thereto, provided that rights under this paragraph will terminate upon any voluntary extension of such military service.
3. Leave of absence with pay not chargeable against the member's allowance shall be granted for time necessary to take the Selective Service physical examination.

L. Unpaid Leave - Medical.

1. A member advised by his/her medical doctor to expect a long term absence from work may apply for medical leave under this section.
2. A member who has exhausted his/her paid sick leave shall be placed on unpaid medical leave of absence for the duration of the disability or their contract year, whichever comes first.
3. An extension of the leave may be granted upon request of the member. When possible such a request should be submitted to the Superintendent at least one (1) month prior to the start of the school year or the beginning of the extension period.
4. The Board may require a statement by qualified medical personnel substantiating the claim of disability.

M. Unpaid Leave - Voluntary Layoff.

1. The Board will consider granting a one year voluntary layoff leave under the specific conditions stated in this section if the proposed leave of absence creates a vacancy that can and will be filled by someone certified from Hamilton's staff that would otherwise be "laid off" for the following school year.
2. Applications should be made to the Superintendent as soon as possible, but no later than June 30, preceding the year of the leave.
3. No restrictions are placed on the reasons for requesting this leave.
4. The person will be offered the same position for the September of the year following the leave that he/she was offered for the September preceding the leave if that position is still in existence.
5. If that offered position no longer exists something similar to that position will be offered. The following conditions and priorities prevail in determining that "similar" position:
 - a. The position is available without forcing someone with more seniority to move (as defined in the Master Agreement).
 - b. The returning member is certified and qualified for the available position.
6. Experience credits for salary schedule placement of the member remain at a stationary point until he/she returns to teaching.
7. Seniority credits for purposes of computing lay-off shall continue gaining credit during the leave at the rate at which seniority was earned during the year of employment preceding the leave period.
8. A member on this leave shall notify the Superintendent of his/her intent to return to work by April 1 of the year the person is on leave.

**ARTICLE X
MEMBER DISCIPLINE**

- A. Members on continuing tenure will be discharged or demoted only for reasonable and just cause following the procedure outlined in the Michigan Teacher Tenure Act.
- B. No member shall be disciplined, reprimanded, or reduced in rank or compensation without reasonable and just cause.
- C. The Board may require physical examinations of members at the Board's expense if it is deemed necessary in establishing reasonable and just cause.
- D. Evaluation documents may be used in this discipline procedure.
- E. A member shall be entitled to have a representative of the Association present during any disciplinary action when such action will become part of the member's personnel file. An opportunity for representation shall be afforded when requested by the member.
- F. Complaints not called to the attention of the member may not be used in any disciplinary action against the member.
- G. The following progressive system of discipline shall be followed in disciplining members unless the nature of the offense warrants using one of the more advanced steps directly:
 - 1. Oral warning by supervising principal with written notice kept by supervising principal.
 - 2. Written reprimand by supervising principal included in personnel file.
 - 3. Tenured members follow tenure act procedure.

**ARTICLE XI
GRIEVANCE PROCEDURE**

- A. A grievance shall be defined as an alleged violation, misapplication, or misinterpretation of the Master Agreement.
- B. The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:
 - 1. The termination of services of, or failure to reemploy any probationary member;
 - 2. The placing of a non-tenure member on a third year of probation;
 - 3. The termination of services or failure to reemploy any member to a position on the extracurricular schedule;
 - 4. Any matter for which there is recourse under State or Federal statutes.

5. It is expressly understood that the grievance procedure shall not apply to those areas in which the Tenure Act prescribes a procedure or authorizes a remedy (discharge and/or demotion).
- C. The Chairman of the Professional Negotiations Committee or his/her designee shall handle grievances when requested by the grievant. The Principal of each building shall act as the Board's representative at Level One (I). The Superintendent or his designee shall act as the Board's representative at Level Two (II).
- D. Definitions.
1. The term "days" as used in this article shall mean normal business days (Monday-Friday) except holidays when the Administration Office is closed or school vacation days during the school year (September-June).
 2. The term "principal" as used in this article shall mean the principal of the Jr. - Sr. High School and the supervising principals in the elementary.
- E. Written grievances as required in this article shall be specific and contain the following:
1. A synopsis of the facts giving rise to the alleged violation, misapplication, or misinterpretation;
 2. It shall cite specific sections and/or subsections of the Master Agreement alleged to have been violated;
 3. It shall contain the date of the alleged violation, misapplication, or misinterpretation;
 4. It shall specify the relief requested;
 5. It shall be signed by the grievant;
 6. Any written grievance not in accordance with the above requirements may be rejected as improper.
- F. Procedural Steps.
1. Level One (I).
 - a. A member wishing to institute a grievance shall, after discussing the problem orally with his/her principal, submit the grievance in writing to his/her principal within ten (10) days of the alleged occurrence. If the written grievance is rejected as improper the grievant shall have an additional two (2) days from the receipt of the rejection to resubmit the written grievance to his/her principal.
 - b. If no resolution is obtained within five (5) days of the receipt of a properly written grievance, the grievant may proceed to Level Two (II).

2. Level Two (II).

- a. The written grievance shall be presented to the Superintendent within eight (8) days of the end of Level One (I).
- b. Within five (5) days of the receipt of the grievance, the Superintendent shall arrange with the grievant a mutually acceptable time and place for a meeting to discuss the grievance. A meeting shall take place within twenty (20) days of receipt of the grievance. Within five (5) days after the meeting, the Superintendent shall render a decision in writing and transmit a copy of the same to the grievant, the P.N. Chairman and the building principal.
- c. If no decision is rendered within five (5) days of the meeting with the Superintendent or the decision rendered is unsatisfactory to the grievant, the grievance may proceed to Level Three (III).

3. Level Three (III).

- a. The grievant may file a written grievance, along with the decision of the Superintendent, with the President of the Board of Education within ten (10) days of the end of Level Two (II).
- b. If the appeal is delivered to the President less than seven (7) days before the next scheduled Board meeting, the matter will appear on the agenda of the following Board meeting. The Board shall determine a mutually acceptable time and place for a hearing(s) which shall be held within fifteen (15) days of the Board meeting at which the grievance appeared on the agenda. The grievant or an Association Representative shall have the opportunity to be heard at said meeting(s).
- c. Within fifteen (15) days of the conclusion of the hearing(s) the Board shall render, in writing, its decision and transmit a copy of said decision to the grievant, the P.N. Chairman and the Superintendent.
- d. If the grievant is not satisfied with the disposition of the grievance in Level Three (III) the grievant may proceed to Level Four (IV).

4. Level Four (IV).

- a. Within ten (10) days of the receipt of the decision of the Board, the grievant may refer the matter, in writing, to the American Arbitration Association (A.A.A.) and request the appointment of an arbitrator to hear the grievance. If after each party has struck three (3) names from the list of arbitrators and the parties cannot agree upon an arbitrator, an arbitrator shall be selected in accordance with the rules of the A.A.A.

- b. Level Four (IV) grievances and arbitration shall be subject to the following conditions:
- (1) Neither party may raise a new defense or ground at Level Four (IV) not previously raised or disclosed at other written levels.
 - (2) The decision of the arbitrator will be final and binding upon the employees, the Board and the Association. All lawful decision of the arbitrator shall be immediately placed into effect, subject to the right of either party of Judicial Review.
 - (3) If either party shall dispute the arbitrability of any grievance under the terms of the Master Agreement, the arbitrator shall determine the arbitrability of the grievance.
 - (4) More than one (1) grievance may not be considered by the arbitrator at the same time except upon written, mutual consent and then only if they are of a similar nature.
 - (5) The cost of the arbitrator shall be borne equally by the Board and the Association.
 - (6) Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or non-occurrence of the event upon which the grievance is based.
- c. The powers of the arbitrator are subject to the following limitations:
- (1) He shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Master Agreement.
 - (2) He shall have no power to establish salary scales or to change any salary established by this Master Agreement
 - (3) He shall have no power to decide any question which under this agreement is given to the management to decide.
 - (4) He shall have no power to interpret State or Federal law.
 - (5) He shall not hear any grievance barred from the scope of the grievance procedure by this Master Agreement.
 - (6) He shall have no power to change any practice, policy or rule of the Board, nor substitute his judgement for that of the Board as to the reasonableness of any such practice, policy, rule or any action taken by the Board outside of this agreement.
 - (7) Where no wage loss has been caused by the action of the Board complained of, the Board shall be under no obligation to make monetary adjustments other than provided for by this agreement, and the arbitrator shall have no power to order one.

- G. Should a member fail to institute a grievance within the time limits specified, the grievance will not be processed. A member who fails to appeal a decision within the limits specified shall forfeit all rights to further action under this Article.
- H. The Association shall have no right to initiate a grievance involving the right of a member or group of members who have alleged a violation without his/her or their express approval in writing to the Association.
- I. All preparation, filing, presentation or consideration of grievances shall be held at times other than when a member or a participating Association Representative are to be at their assigned duty stations except as provided for elsewhere in the Master Agreement.

**ARTICLE XII
PROFESSIONAL EDUCATION PROBLEMS COMMITTEE**

- A. The parties hereby agree to establish a permanent professional education problems committee (PEPC). This committee shall be composed of four (4) association members. This committee shall serve in an advisory capacity whose purpose shall be to facilitate the handling of problems either by Administration or members in the following areas:
 - 1. Evaluation of members
 - 2. Development of curriculum
 - 3. In-service training
 - 4. Parent-Teacher Club
 - 5. Discipline
 - 6. Member complaints
 - 7. Public relations
 - 8. Member rights or responsibilities
 - 9. Changes or amendments to school policy during the school year
 - 10. Teacher class size
 - 11. Any other areas which may arise
- B. This committee shall meet with the Administration or their representatives as need arises.

**ARTICLE XIII
PERSONNEL POLICY**

- A. Members may, but will not be required to, take tickets or supervise at any athletic event.
- B. Student Observers.
 - 1. The Administration will notify the member involved one (1) day in advance of a desired observation by a college student. If the member gives his verbal consent, the observation will take place as desired. Every member can be expected at his/her convenience to allow for such observation.
 - 2. The individual member shall make the choice as to whether he or she will supervise a student teacher when asked by the Administration.
- C. The Association wishes to have in existence an established policy pertaining to grievances of parents concerning school employees. Both sides of an issue should be investigated before it is brought to the attention of the entire School Board. For this reason the following policy will be used for parent-member grievances.
 - 1. The member shall be made aware of any disagreements brought to the attention of the Administration by a parent. The disagreement will be referred to the member within three school days of receipt of the complaint and before it is discussed with anyone other than the parent.
 - 2. The member will contact the parent involved regarding the disagreement. The member will inform the Building Administrator of the results of that contact.
 - 3. If either the parent or member is not satisfied with Step 2, the building administrator will arrange a 3-way conference with the member and individual set of parents in an attempt to resolve the disagreement.
 - 4. If the disagreement is not resolved in Step 3, the matter may be heard by the Superintendent for resolution or go straight to the Board.
 - 5. If the disagreement is not resolved by the Superintendent, the matter will be resolved by the Board.
- D. Copies of this agreement shall be prepared at the expense of the Board and presented to all members now or hereafter employed by the Board as long as this agreement is in effect.
- E. This agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. All individual contracts shall be subject to the terms of this agreement, and if any individual contract is inconsistent herewith, the terms of this agreement shall govern.

- F. If any provision of this agreement or any application of the agreement to any member or group of members shall be found contrary to law, then such provision or application shall be deemed null and void except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

**ARTICLE XIV
LAYOFF AND RECALL**

- A. The Board and the Association recognize that reductions in personnel may become necessary due to the economic and fiscal conditions of the district, changes in the curriculum or programs of the school, or a reduction in student enrollment. The number of positions to be filled in grades K-12 shall be determined by the Board. At any time it becomes necessary that the number of members employed by the Board be reduced by layoff, it is agreed that the following procedures shall be used.
- B. The Board agrees to discuss with the Association the possibility of reduction of certified staff at the earliest possible date. At this time the Association will be provided with the reasons leading to this decision.
- C. In the event of a reduction in staff, such reduction will not be effectuated until the start of the following year and shall proceed in the following order:
1. Probationary members in the positions being eliminated or reduced will be laid off first, in order of least seniority, provided there are properly certified and qualified members to replace and perform all the duties of the laid off members.
 2. If further layoff is to occur, then tenured members in positions being eliminated or reduced will be laid off in order of least seniority, provided there are properly certified and qualified members to perform all the duties of the laid off members.
 3. In no case shall a member with a date of hire of June 30, 1976, or before be laid off prior to a member with a date of hire after June 30, 1976. State or federally mandated positions shall be exempt from this clause.
- D. Seniority shall be defined as the total number of years of continuous service to the Hamilton Community Schools (including service in the previous districts which were consolidated into or annexed to the district) in positions that require teacher certification, including administrators in positions that require teacher certification.
1. The determination of a member's seniority shall be in terms of full-time equivalent years of continuous service and shall be computed in the following manner:
 - a. A base amount of seniority credit will be computed for each member as of June 30, 1983, according to the provisions of the Professional Agreement effective June 30, 1982.

- b. Beginning with the 1983-84 school year, seniority credit for part-time members (either partial teaching day or year) will accumulate as a proration of teaching time compared to full-time, as specified in Article XVI, Section A. 3. and other relevant portions of this Agreement. Accumulation of seniority shall continue during any unpaid leave period of sixty (60) days or less. In no case shall a member be credited with more than one (1) year of seniority for a single school year.
 - c. In the event members have the same amount of seniority credit, the member with the earliest date of hire will be considered to have the greater seniority. This date shall be the first working day or the date the individual contract was signed, whichever was earlier. Ties beyond this point will be decided in a statistically random manner.
2. A voluntary quit is considered a break in continuous service but absence due to layoff shall not be considered a break in service for seniority purposes. A member on layoff shall retain his/her seniority accumulated to the point of layoff but shall not accrue seniority during the layoff period.
- E. A properly certified member shall be defined as a member with a valid Michigan teaching certificate appropriate to the grade level and subject(s).
1. Layoff determinations with regard to certification shall be based upon the valid certificates and endorsements on file at the Office of the Superintendent 30 days prior to the official notification of layoff.
 2. Changes in a member's certification while on layoff shall not affect the member's status during the layoff period.
- F. A qualified member shall be defined according to the following provisions:
1. For grades nine through twelve, the member must have a secondary certificate with specific endorsement covering the subject area to be taught (i.e., BX or B-prefix endorsements covering anything in Language Arts; CX or C-prefix endorsements covering anything in Social Science).
 2. For grades seven and eight, the member must have a major, a minor, a specific certification endorsement covering the subject area to be taught, or have taught the subject and have not less than twelve semester credits in the field.
 3. For grades K through six, the member must hold elementary certification.
- G. Members to be laid off shall be given sixty (60) calendar days notice prior to the effective date of the layoff. The initial notice of layoff may be given by the Superintendent, subject to subsequent ratification by the Board.

1. Prior to May 15 of each year, the Board shall, to the best of its ability in light of available information, notify those members who might potentially be subject to layoff during the following school year. Members notified of potential layoff will be informed as to the factors (such as pending millage votes or leave requests) which most directly affect their employment status.
 2. Members subject to layoff for the following school year shall not lose their fringe benefits or salary over the summer months afforded them under this agreement and individual or supplemental employment contracts.
- H. No new member shall be employed by the Board while there are members of the district who are laid off unless there are no laid off members with proper certification and qualifications to fill any vacancy which may arise.
1. The Board shall provide the Association with a seniority list and notify the Association's executive officer of all teaching vacancies five (5) days prior to filling the vacancy with a member from the recall list.
 2. Any member on layoff shall be recalled in inverse order of layoff, provided he/she is certified and qualified for the vacancy.
 3. Recall determinations with regard to certification shall be based upon the valid certification and endorsement on file at the Office of the Superintendent when recall notices are issued. It is the responsibility of the member to insure that all current certification information has been provided to the Office of the Superintendent.
- I. The Board and/or its administrative staff shall give written notice of recall from layoff by sending a certified or registered letter to any such member at his/her last known address unless the notice is hand delivered.
1. It shall be the responsibility of any laid off member to notify the Board in writing of any change of address.
 2. The determining factor for time requirements in this section shall be the date written notice was delivered or first attempted to be delivered to the member's last known address.
 - a. Unless the beginning date of school occurs during the four (4) week period, any member recalled to work shall be entitled to at least four (4) weeks written notice delivered to his/her last known address prior to being required to report to work.
 - b. Within two (2) weeks of receipt of notification, the member being recalled will reply in writing, agreeing to report to work on the date requested by the Board or indicating their decision not to report.
 - c. If such a recalled member refuses or fails to reply during the two (2) week period following notification, such a member shall be considered as a voluntary quit and shall thereby terminate employment with the Board.

- J. If during the life of this Agreement there are changes in the statutes and/or regulations governing the certification and qualification of Michigan teachers, the parties agree to renegotiate the definitions of certified and qualified included in this article. Neither party shall by this provision be required to agree to or accept any changes in this Agreement other than those required by law.

**ARTICLE XV
RETIREMENT/SEVERANCE BENEFITS**

- A. In recognition of regular attendance and service to the district the Board will pay a qualified member an amount equal to the number of accumulated sick leave days (as provided by Article IX, Section A.3) times twelve hundredths of one percent (0.12%) of the BA base salary in effect during the last year of employment. (days x 0.0012 x BA base salary).
- B. A member may qualify for payments based upon accumulated sick leave by meeting one of the following conditions:
1. Termination of employment with the district after twenty (20) years (full-time equivalent) of contracted service with Hamilton Community Schools.
 2. Death or retirement under the Michigan Public School Employees Retirement System after ten (10) years (full-time equivalent) of contracted service with Hamilton Community Schools.
- C. The Board will pay a qualified member a retirement amount equal to the number of years of contracted service to the district (full-time equivalent), up to a maximum of thirty (30) years, times a two percent (2.0%) of the BA base salary in effect during the last year of employment (years x 0.020 x BA base salary).
- D. A member may qualify for the retirement payment by meeting all of the following conditions:
1. Submit a written retirement resignation to the Superintendent by May 1 for retirement at the end of the school year or by November 1 for retirement as of December 31 or at the end of the first semester;
 2. Be qualified for and have applied for retirement under the Michigan Public School Employees Retirement System and have ten (10) years (full-time equivalent) of contracted service with Hamilton Community Schools.
- E. Payments provided under this article will be issued in either September or January following retirement, as elected by the member, and may be provided as one lump sum or in two equal annual payments. In the event of the death of the member, payments will be made to the beneficiary or dependents.

**ARTICLE XVI
COMPENSATION AND FRINGE BENEFITS**

- A. The basic salaries of members covered by this agreement are set forth in Appendix A, which is attached to and incorporated in this agreement. Such salary shall remain in effect during the designated period.
1. Members with eight (8) or more years of experience shall be given eight (8) years credit when entering the Hamilton School District.
 2. Members employed part time (at least more than 2/5ths of a teaching load) are expected to attend regular faculty meetings, Parent-Teacher Conferences, I.E.P.C. meetings and whatever extra meetings are expected of a full-time employed member. Compensation for these duties is dental insurance equal to a full membership.
 3. Part-time members will be paid according to the proration of their teaching time compared to a full-time position. Full-time teaching as described in Article VI, Section A, is a maximum of five and one half (5 1/2) hours at a teaching or supervising post. For purposes of part-time salary proration calculations, five (5) hours of teaching is considered full time. Travel or supervisory activities may be assigned the remaining one half (1/2) hour to complete the normal working day.

Example: A member assigned to teach four (4) hours will be paid 4/5ths this salary. The member may be required to use up to twenty-four (24) minutes (4/5ths) for travel or supervisory activities. This member is expected to spend 4/5ths of the normal seven and one half (7 1/2) hour day at school.
 4. The determination of a member's salary as specified in Appendix A shall be based upon the years of experience and the degree/credit status as of the beginning of the semester.
 - a. Credit calculations shall be based upon semester credits or semester credit equivalents, e.g., 3 term credits equals 2 semester credits.
 - b. The calculation of experience for salary determination will be based upon full-time or full-time equivalent years of service as a certified professional in the district and any other years of experience recognized by the district. Step placement shall be based upon the whole number included in the total of the member's experience.
 - c. Less than full-time experience (either partial teaching days or years) shall be included in the total years of experience based upon a proration of full time. Unpaid leave days up to a total of sixty (60) or a late hire within sixty (60) days of the beginning of the school year may be included in a member's experience without resulting in a proration of experience credit granted for that year.

- d. Experience recognized for determining a member's salary during 1981-1982 shall continue to be recognized and serve as the base for future calculations.
 5. For purposes of computing time worked, sick leave days shall be counted as working days.
 6. Members shall be paid in twenty-six (26) equal installments (payday every other Friday). If the member notifies the Superintendent's Office by one (1) month before the end of school, he/she may receive the remainder of his/her pay on the first payday after the end of the school year if funds are available.
- B. For teaching assignments in excess of the regular school calendar and the normal teaching load, members shall be paid in accordance with Appendix B which is attached to and incorporated in this agreement.
- C. Members required in the course of their work to drive personal automobiles from one school building to another shall receive a car allowance of 24 cents per mile according to the mileage schedule. The same allowance shall be given for use of personal cars for other business of the district approved by the Administration.
- D. 1. The Board shall provide without cost to the full-time employee covered by this agreement health care benefits similar to MESSA Super Med I with MESSA Care (Super Care I) for a full twelve (12) month period for the employee's entire family.
- a. Members not wishing health care protection may apply the equivalent of the single subscriber health care insurance premium toward the selective options package available through the insurance carrier, toward an annuity through one of the school's approved carriers, or toward a combination of an annuity and selective options.
 - b. MESSA Vision Plan 3 shall be provided at 100% of cost for single subscribers and members selecting Board paid options and/or annuities.
 - c. This benefit shall be prorated for part-time employees or those working less than the contracted full year.
 - d. The insurance carrier will be mutually chosen by the Hamilton Education Association and the Board. Additional programs available through the carrier shall be available at the employee's expense through payroll deduction.
 - e. The MESSA Care rider to the health care insurance will be effective January 1, 1988, or before.
2. The Board shall provide full premium payments for all members employed 2/5ths time or more for MESSA/Delta Dental Plan E W/O - 7 (80/80/80 = \$800) for a full twelve (12) month period. This benefit shall be prorated for employees working less than the contracted full year.

3. Employees teaching an additional class or classes shall receive no additional benefits under this clause.
 4. The Board shall provide full premium payments for all members employed half time or more for a long term disability insurance program according to the following:
 - a. Benefit percentage shall be 66 2/3% of the eligible salary;
 - b. Maximum monthly income benefit shall be \$2,500;
 - c. The insurance carrier and any further specifications or requirements will be determined by the Board after consultation with the Association;
 - d. Members working less than the full contract year shall have the benefits terminated on the first day of the month following termination of employment.
 5. With regard to all benefits provided by this section, the responsibility of the Board is limited to the payment of the premiums.
- E. There shall be payroll deduction for Hamilton Education Association, Michigan Education Association, National Educational Association Dues, Allegan County School Employees Credit Union, MEA Group Insurance, annuities to Board approved carriers and the United States Savings Bonds upon receipt of the proper authorization from the employee in the Superintendent's Office.
- F. Married couples teaching in the Hamilton school district will be considered as individuals in respect to fringe benefits.
- G. No employee covered by this agreement may consider him/herself unemployed during vacation periods for purposes of collecting unemployment compensation.

APPENDIX A.1 1989-90 SALARY SCHEDULE

Step	Yrs Exp	BA		BA+15		BA+30		MA		MA+10		MA+20		MA+30	
		Index	Salary	Index	Salary	Index	Salary	Index	Salary	Index	Salary	Index	Salary	Index	Salary
1	0	1.00	21,437	1.03	22,080	1.05	22,509	1.07	22,938	1.11	23,795	1.14	24,438	1.17	25,081
2	1	1.03	22,080	1.06	22,723	1.08	23,152	1.11	23,795	1.15	24,653	1.18	25,296	1.21	25,939
3	2	1.07	22,938	1.11	23,795	1.13	24,224	1.16	24,867	1.20	25,724	1.23	26,368	1.26	27,011
4	3	1.11	23,795	1.16	24,867	1.18	25,296	1.21	25,939	1.25	26,796	1.28	27,439	1.31	28,082
5	4	1.16	24,867	1.21	25,939	1.23	26,368	1.26	27,011	1.30	27,868	1.33	28,511	1.36	29,154
6	5	1.21	25,939	1.26	27,011	1.28	27,439	1.31	28,082	1.35	28,940	1.38	29,583	1.41	30,226
7	6	1.26	27,011	1.32	28,297	1.34	28,726	1.38	29,583	1.41	30,226	1.44	30,869	1.47	31,512
8	7	1.31	28,082	1.38	29,583	1.40	30,012	1.45	31,084	1.47	31,512	1.51	32,370	1.54	33,013
9	8	1.36	29,154	1.43	30,655	1.45	31,084	1.51	32,370	1.54	33,013	1.58	33,870	1.61	34,514
10	9	1.42	30,441	1.49	31,941	1.51	32,370	1.58	33,870	1.61	34,514	1.65	35,371	1.68	36,014
11	10	1.48	31,727	1.55	33,227	1.57	33,656	1.64	35,157	1.67	35,800	1.71	36,657	1.74	37,300
12	11	1.54	33,013	1.61	34,514	1.63	34,942	1.70	36,443	1.73	37,086	1.77	37,943	1.80	38,587
13	12	1.57	33,656	1.64	35,157	1.66	35,585	1.73	37,086	1.76	37,729	1.80	38,587	1.83	39,230
-----Longevity-----															
14	13	1.58	33,870	1.65	35,371	1.67	35,800	1.74	37,300	1.77	37,943	1.81	38,801	1.84	39,444
15	14	1.59	34,085	1.66	35,585	1.68	36,014	1.75	37,515	1.78	38,158	1.82	39,015	1.85	39,658
16	15	1.60	34,299	1.67	35,800	1.69	36,229	1.76	37,729	1.79	38,372	1.83	39,230	1.86	39,873
17	16	1.61	34,514	1.68	36,014	1.70	36,443	1.77	37,943	1.80	38,587	1.84	39,444	1.87	40,087
18	17	1.62	34,728	1.69	36,229	1.71	36,657	1.78	38,158	1.81	38,801	1.85	39,658	1.88	40,302
19	18	1.63	34,942	1.70	36,443	1.72	36,872	1.79	38,372	1.82	39,015	1.86	39,873	1.89	40,516
20	19	1.64	35,157	1.71	36,657	1.73	37,086	1.80	38,587	1.83	39,230	1.87	40,087	1.90	40,730
21	20	1.65	35,371	1.72	36,872	1.74	37,300	1.81	38,801	1.84	39,444	1.88	40,302	1.91	40,945
22	23	1.67	35,800	1.74	37,300	1.76	37,729	1.83	39,230	1.86	39,873	1.90	40,730	1.93	41,373
23	26	1.69	36,229	1.76	37,729	1.78	38,158	1.85	39,658	1.88	40,302	1.92	41,159	1.95	41,802

APPENDIX A.2 1990-91 SALARY SCHEDULE

Step	Yrs Exp	BA		BA+15		BA+30		MA		MA+10		MA+20		MA+30	
		Index	Salary	Index	Salary	Index	Salary	Index	Salary	Index	Salary	Index	Salary	Index	Salary
1	0	1.00	22,509	1.03	23,184	1.05	23,634	1.07	24,085	1.11	24,985	1.14	25,660	1.17	26,336
2	1	1.03	23,184	1.06	23,860	1.08	24,310	1.11	24,985	1.15	25,885	1.18	26,561	1.21	27,236
3	2	1.07	24,085	1.11	24,985	1.13	25,435	1.16	26,110	1.20	27,011	1.23	27,686	1.26	28,361
4	3	1.11	24,985	1.16	26,110	1.18	26,561	1.21	27,236	1.25	28,136	1.28	28,812	1.31	29,487
5	4	1.16	26,110	1.21	27,236	1.23	27,686	1.26	28,361	1.30	29,262	1.33	29,937	1.36	30,612
6	5	1.21	27,236	1.26	28,361	1.28	28,812	1.31	29,487	1.35	30,387	1.38	31,062	1.41	31,738
7	6	1.26	28,361	1.32	29,712	1.34	30,162	1.38	31,062	1.41	31,738	1.44	32,413	1.47	33,088
8	7	1.31	29,487	1.38	31,062	1.40	31,513	1.45	32,638	1.47	33,088	1.51	33,989	1.54	34,664
9	8	1.36	30,612	1.43	32,188	1.45	32,638	1.51	33,989	1.54	34,664	1.58	35,564	1.61	36,239
10	9	1.42	31,963	1.49	33,538	1.51	33,989	1.58	35,564	1.61	36,239	1.65	37,140	1.68	37,815
11	10	1.48	33,313	1.55	34,889	1.57	35,339	1.64	36,915	1.67	37,590	1.71	38,490	1.74	39,166
12	11	1.54	34,664	1.61	36,239	1.63	36,690	1.70	38,265	1.73	38,941	1.77	39,841	1.80	40,516
13	12	1.57	35,339	1.64	36,915	1.66	37,365	1.73	38,941	1.76	39,616	1.80	40,516	1.83	41,191
-----Longevity-----															
14	13	1.58	35,564	1.65	37,140	1.67	37,590	1.74	39,166	1.77	39,841	1.81	40,741	1.84	41,417
15	14	1.59	35,789	1.66	37,365	1.68	37,815	1.75	39,391	1.78	40,066	1.82	40,966	1.85	41,642
16	15	1.60	36,014	1.67	37,590	1.69	38,040	1.76	39,616	1.79	40,291	1.83	41,191	1.86	41,867
17	16	1.61	36,239	1.68	37,815	1.70	38,265	1.77	39,841	1.80	40,516	1.84	41,417	1.87	42,092
18	17	1.62	36,465	1.69	38,040	1.71	38,490	1.78	40,066	1.81	40,741	1.85	41,642	1.88	42,317
19	18	1.63	36,690	1.70	38,265	1.72	38,715	1.79	40,291	1.82	40,966	1.86	41,867	1.89	42,542
20	19	1.64	36,915	1.71	38,490	1.73	38,941	1.80	40,516	1.83	41,191	1.87	42,092	1.90	42,767
21	20	1.65	37,140	1.72	38,715	1.74	39,166	1.81	40,741	1.84	41,417	1.88	42,317	1.91	42,992
22	23	1.67	37,590	1.74	39,166	1.76	39,616	1.83	41,191	1.86	41,867	1.90	42,767	1.93	43,442
23	26	1.69	38,040	1.76	39,616	1.78	40,066	1.85	41,642	1.88	42,317	1.92	43,217	1.95	43,893

**APPENDIX B
EXTRA DUTY ASSIGNMENTS**

- A. All extra professional duties or additional teaching assignments are made at the discretion of the Board on a temporary or annual basis.
- B. In the event that additional compensation is to be provided, the amount of the compensation will be determined according to the following:
 - 1. Student activity assignments will be compensated according to the Student Activity Assignment Schedule.
 - 2. When compensation is to be provided to a member on an hourly basis for a teaching assignment outside of the normal school day or year or for a special project such as a summer curriculum assignment, the hourly rate will be established by the Board with a suggested range between 0.0005 and 0.0008 times the annual base salary.
 - 3. When a secondary teacher agrees to teach an additional class beyond the normal teaching day, the teacher will be paid an additional amount equal to the percentage of overload times the base salary. If the normal teaching assignment for a six period day is five classes and the teacher agrees to teach a sixth class, the additional pay will be one-fifth (1/5) of the base salary. If the normal teaching assignment for a seven period day is six classes and the teacher agrees to teach a seventh class, the additional pay will be one-sixth (1/6) of the base salary.
 - 4. The Board may appoint a chairperson for an academic department at the Junior-Senior High and provide additional compensation for the assignment at a rate of 2.0% of the base salary.
- C. When a new extra duty position, payment schedule or rate is to be established, it will be reported to the Association. The Association will notify the Board if it wishes to negotiate concerning the proposed schedule or rate.
- D. Student Activity Assignment Schedule
 - 1. The percentage listed for each of the following student activity assignments is a total percentage which may be shared by more than one person. (Example: Two people serving as senior high student council advisors would each receive 2.5%).

<u>%</u>	<u>Activity</u>
5.0	Student Council-Senior High
4.0	Student Council-Junior High
6.0	Senior Class Sponsor(s)
5.0	Junior Class Sponsor(s)
4.0	Sophomore Class Sponsor(s)
4.0	Freshman Class Sponsor(s)
2.0	Outdoor Education Coordinator(s)
7.0	Drama (if two people direct)
6.0	Drama (if one person directs)

2. The percentage listed for each of the following athletic department assignments is the amount that will be paid to each person that holds the assignment.

<u>%</u>	<u>Activity</u>
9.0	Tennis - Girls
9.0	Tennis - Boys
9.0	Cross Country (boys and girls)
7.5	Golf
14.0	Football - Varsity
9.0	Football - Var. Asst.
9.0	Football - Jr. Varsity
9.0	Football - JV Asst.
9.0	Football - Assistant
9.0	Football - Freshman
14.0	Basketball - Girls Varsity
9.8	Basketball - Girls Jr. Varsity
9.1	Basketball - Girls 9th Grade
8.4	Basketball - Girls 8th Grade
8.4	Basketball - Girls 7th Grade
14.0	Basketball - Boys Varsity
9.8	Basketball - Boys Jr. Varsity
9.1	Basketball - Boys 9th Grade
8.4	Basketball - Boys 8th Grade
8.4	Basketball - Boys 7th Grade
12.0	Volleyball - Varsity
8.4	Volleyball - Jr. Varsity
5.0	Volleyball - 8th Grade
5.0	Volleyball - 7th Grade
13.5	Wrestling - Varsity
7.0	Wrestling - Assistant
8.1	Wrestling - Junior High
10.0	Softball - Varsity
7.0	Softball - Jr. Varsity
10.0	Baseball - Varsity
7.0	Baseball - Jr. Varsity
10.0	Track - Varsity (boys and girls combined)
7.0	Track - Assistant
7.0	Track - Assistant
6.0	Track - Junior High (boys and girls combined)
4.5	Track - Jr. High Asst.
6.5	Cheerleading - Varsity
5.5	Cheerleading - JV/9th Grade
2.5	Cheerleading - Junior High
6.0	Hamilton Athletic Club

3. The percentage listed for each of the following student activity assignments is the amount that will be paid to each person that holds the assignment. (Example: If two people are assigned to serve as foreign exchange coordinators each would receive 6.0%)

<u>%</u>	<u>Activity</u>
6.0	High School Annual Sponsor
7.0	Debate
3.0	Quiz Bowl
3.0	Odyssey of the Mind - Elementary Coordinator
3.0	Odyssey of the Mind - Secondary Coordinator
6.0	Foreign Exchange Coordinator(s)
5.0	Dutch Dance
15.0	High School Band
10.0	Junior High Band
19.0	Combined Junior/Senior High Band
5.0	Vocal Music
11.5	F.F.A. Advisor

4. Compensation for student activity schedule assignments will depend on the number of years of service in that particular activity and will be based on the first seven steps of the B.A. schedule. Previous experience in the same activity in another school district will be credited for compensation according to the procedure stated above. A member has the choice of the following payment options:
- Have the extra duty pay added to regular salary and paid in equal installments;
 - Receive extra duty pay in a lump sum at the end of the school year;
 - Receive extra duty pay in a lump sum pay on the first pay period after his or her assignment is completed.
- E. Members with extra duty assignments will receive at least one written evaluation report for each assignment every two years.
- Extra duty assignments that are closely related to or part of a member's class assignment will be exempt from this requirement. Exempt assignments include band, vocal music, yearbook, FFA, outdoor education coordinator and foreign exchange coordinator.
 - Evaluation reports will be prepared by the athletic director, principal or other administrator.
 - A consistent format will be used for evaluation reports for similar activities and shall be provided to members within the first month of the school year or during the first week of the season or the assignment.
 - Grievances of parents or information supplied by other external sources (e.g., public or personnel from competing schools) not referred to the member in a timely manner will not be included in the evaluation report for an extra duty assignment.

5. No later than 14 calendar days after the end of the season or assignment a conference shall be held between the evaluator and the member to discuss the evaluation.
 - a. Within seven (7) days after the conference, the written evaluation, with the opportunity to review it, shall be delivered to the member.
 - b. A member who disagrees with an evaluation report may submit a written answer to the evaluator within one week which shall be attached to the file copy of the evaluation in question, but under no circumstances is the content of the evaluation subject to grievance.
 - c. All evaluations must be signed by the evaluator and the member. The member signs the evaluation at the time it is received. The signature means only that the evaluation has been received and does not necessarily imply agreement.

APPENDIX C
GUIDELINES FOR NEGOTIATIONS

1. The time and place of all meetings will be scheduled by mutual agreement of both parties.
2. Meetings may be cancelled by mutual agreement between the negotiating units upon twenty-four (24) hours notice. Emergency situations will not require twenty-four (24) hours notice. Emergency situations shall be defined as death, illness, or other such circumstances. The Superintendent will serve as liaison for these cancellations.
3. Each unit may ask for a caucus on matters being negotiated. The maximum time for a caucus shall be fifteen (15) minutes.
4. Each unit will have an appointed spokesperson to lead the discussion. All members may feel free to contribute at any time.
5. Each unit will have power to make tentative agreements. These agreements will be initialed by each chairperson after their completion.
6. Each unit shall present their proposals in writing, and all proposals shall be initialed by the presenting chairperson prior to the exchange.
7. The agenda for each meeting will be set up at the end of the previous meeting by mutual agreement.
8. Each unit may bring resource people to meetings by notifying the other unit twenty-four (24) hours prior to that meeting. This can be waived by mutual agreement of spokespersons.
9. Each unit must have fifty per cent (50%) of its members present to constitute a quorum. If a quorum does not exist, the meeting is automatically cancelled. Size of committee not to exceed six (6).
10. The membership of the teachers' association have a right to know what their representatives are saying at the table. The taxpayers and citizens of this school district have a right to know what is said by their representatives.
11. These items are not subject to the grievance procedure and may be waived by mutual agreement.

APPENDIX D.1 1989-90 CALENDAR FOR THE HAMILTON COMMUNITY SCHOOLS

	M	Tu	W	Th	F	
Aug	=28=	(29)	30	31		Aug. 28 Orientation Day - no students
					1	Aug. 29 First Day for Students (elementary AM only)
Sep	LD	5	6	7	8	
		11	12	13	14	15
		18	19	20	21	22
		25	26	27	28	29
Oct	2	3	4	5	6	
	9	10	11	12	13	
	[16]	[17]	18	19	20	Oct. 16, 17 Secondary P/T Conferences
	23	24	25	26	27	Mon. no secondary students afternoon-conferences evening-conferences
	30	31				Tue. morning-secondary students afternoon-open evening-conferences
			1	2	3	
Nov	6	7	[8]	[9]	[10]	Nov. 8, 9, 10 Elementary P/T Conferences
	13	14	15	16	17	Wed. elementary students all day evening-conferences
	20	21	22	TV	TV	Thu. morning-elementary students afternoon-open
	27	28	29	30		evening-conferences
					1	Fri. no elementary students morning-conferences
Dec	4	5	6	7	8	
	11	12	13	14	15	
	18	19	CV	CV	CV	
	CV	CV	CV	CV	CV	
Jan	CV	CV	3	4	5	Jan. 17-19 Secondary Exam Schedule *
	8	9	10	11	12	Jan. 19 Last Day of First Semester (elementary AM only)
	15	16	17*	18*	(19)*	
	22	23	24	25	26	Jan. 31, Feb. 1, 2 Elementary P/T Conf.
	29	30	[31]			Wed. elementary students all day evening-conferences
				[1]	[2]	Thu. morning-elementary students afternoon-open
Feb	5	6	7	8	9	evening-conferences
	12	13	14	15	16	Fri. no elementary students morning-conferences
	19	20	21	22	23	
	26	27	28			
				1	2	
Mar	5	6	7	8	9	Mar. 15, 16 Secondary P/T Conferences
	12	13	14	[15]	[16]	Thu. secondary students all day evening-conferences
	19	20	21	22	23	Fri. no secondary students morning-conferences
	26	27	28	29	30	
Apr	SV	SV	SV	SV	SV	
	9	10	11	12	13	
	16	17	18	19	20	May 16, 17 Tulip Time (all students AM only)
	23	24	25	26	27	
	30					
		1	2	3	4	Jun. 5-7 Secondary Exam Schedule *
May	7	8	9	10	11	Jun. 7 Last Day of Second Semester
	14	15	(16)	(17)	18	Jun. 8 Records Day
	21	22	23	24	25	
	MD	29	30	31		
					1	Ending dates may be extended to allow for make up of required days.
Jun	4	5*	6*	7*	=8=	One or more early dismissals will be scheduled for staff inservice.

APPENDIX D.2 1990-91 CALENDAR FOR THE HAMILTON COMMUNITY SCHOOLS

	M	Tu	W	Th	F	
Aug	=27=	(28)	29	30	31	Aug. 27 Orientation Day - no students
Sep	LD	4	5	6	7	Aug. 28 First Day for Students (elementary AM only)
	10	11	12	13	14	
	17	18	19	20	21	
	24	25	26	27	28	Oct. 15, 16 Secondary P/T Conferences
Oct	1	2	3	4	5	Mon. no secondary students afternoon-conferences evening-conferences
	8	9	10	11	12	Tue. morning-secondary students afternoon-open evening-conferences
	[15]	[16]	17	18	19	
	22	23	24	25	26	
	29	30	31			
Nov	5	6	[7]	[8]	[9]	Nov. 7, 8, 9 Elementary P/T Conferences
	12	13	14	15	16	Wed. elementary students all day evening-conferences
	19	20	21	TV	TV	Thu. morning-elementary students afternoon-open evening-conferences
	26	27	28	29	30	Fri. no elementary students morning-conferences
Dec	3	4	5	6	7	
	10	11	12	13	14	
	17	18	19	20	21	
	CV	CV	CV	CV	CV	
	CV					
Jan	7	8	9	10	11	Jan. 16-18 Secondary Exam Schedule *
	14	15	16*	17*	(18)*	Jan. 18 Last Day of First Semester (elementary AM only)
	21	22	23	24	25	Jan. 30, 31, Feb. 1 Elementary P/T Conf.
	28	29	[30]	[31]		Wed. elementary students all day evening-conferences
Feb	4	5	6	7	[1]	Thu. morning-elementary students afternoon-open evening-conferences
	11	12	13	14	15	Fri. no elementary students morning-conferences
	18	19	20	21	22	
	25	26	27	28		
Mar	4	5	6	7	8	Mar. 14, 15 Secondary P/T Conferences
	11	12	13	[14]	[15]	Thu. secondary students all day evening-conferences
	18	19	20	21	22	Fri. no secondary students morning-conferences
	25	26	27	28	29	
Apr	SV	SV	SV	SV	SV	
	8	9	10	11	12	May 15, 16 Tulip Time (all students AM only)
	15	16	17	18	19	
	22	22	23	24	25	Jun. 4-6 Secondary Exam Schedule *
	29	30				Jun. 6 Last Day of Second Semester
May	6	7	8	9	10	Jun. 7 Records Day
	13	14	(15)	(16)	17	
	20	21	22	23	24	Ending dates may be extended to allow for make up of required days.
	MD	28	29	30	31	One or more early dismissals will be scheduled for staff inservice.
Jun	3	4*	5*	6*	=7=	

APPENDIX D.3 1991-92 CALENDAR FOR THE HAMILTON COMMUNITY SCHOOLS

	M	Tu	W	Th	F	
Aug	=26=	(27)	28	29	30	Aug. 26 Orientation Day - no students
						Aug. 27 First Day for Students (elementary AM only)
Sep	LD	3	4	5	6	
	9	10	11	12	13	
	16	17	18	19	20	
	23	24	25	26	27	Oct. 14, 15 Secondary P/T Conferences
	30					Mon. no secondary students afternoon-conferences evening-conferences
		1	2	3	4	
Oct	7	8	9	10	11	Tue. morning-secondary students afternoon-open evening-conferences
	[14]	[15]	16	17	18	
	21	22	23	24	25	
	28	29	30	31		
					1	
Nov	4	5	[6]	[7]	[8]	Nov. 6, 7, 8 Elementary P/T Conferences
	11	12	13	14	15	Wed. elementary students all day evening-conferences
	18	19	20	21	22	Thu. morning-elementary students afternoon-open evening-conferences
	25	26	27	TV	TV	Fri. no elementary students morning-conferences
Dec	2	3	4	5	6	
	9	10	11	12	13	
	16	17	18	19	20	
	CV	CV	CV	CV	CV	Jan. 15-17 Secondary Exam Schedule *
	CV	CV				Jan. 17 Last Day of First Semester (elementary AM only)
			CV	CV	CV	
Jan	6	7	8	9	10	Jan. 29-31 Elementary P/T Conferences
	13	14	15*	16*	(17)*	Wed. elementary students all day evening-conferences
	20	21	22	23	24	Thu. morning-elementary students afternoon-open evening-conferences
	27	28	[29]	[30]	[31]	Fri. no elementary students morning-conferences
Feb	3	4	5	6	7	
	10	11	12	13	14	
	17	18	19	20	21	
	24	25	26	27	28	
Mar	2	3	4	5	6	Mar. 12, 13 Secondary P/T Conferences
	9	10	11	[12]	[13]	Thu. secondary students all day evening-conferences
	16	17	18	19	20	Fri. no secondary students morning-conferences
	23	24	25	26	27	
	30	31				
			1	2	3	
Apr	SV	SV	SV	SV	SV	May 13, 14 Tulip Time (all students AM only)
	13	14	15	16	17	
	20	21	22	22	23	
	26	27	28	29	30	Jun. 2-4 Secondary Exam Schedule *
May	4	5	6	7	8	Jun. 4 Last Day of Second Semester
	11	12	(13)	(14)	15	Jun. 5 Records Day
	18	19	20	21	22	
	MD	26	27	28	29	Ending dates may be extended to allow for make up of required days. One or more early dismissals will be scheduled for staff inservice.
Jun	1	2*	3*	4*	=5=	

**ARTICLE XVII
DURATION OF AGREEMENT**

This Agreement shall become effective August 28, 1989, and remain in effect until August 31, 1991, in all matters.

**HAMILTON COMMUNITY SCHOOLS
BOARD OF EDUCATION**

June 12, 1989

JoAnn De Jonge
Henry C. De Weerd
Delwin L. Redder
Donald L. Reuschel
Bernard G. Allen
Ronald G. Eding
Duane A. Johnson

Date Ratified

/s/ JoAnn De Jonge, President
/s/ Henry C. DeWeerd, Vice President
/s/ Delwin L. Redder, Secretary
/s/ Donald L. Reuschel, Treasurer
/s/ Bernard G. Allen, Trustee
/s/ Ronald G. Eding, Trustee
/s/ Duane A. Johnson, Trustee

HAMILTON EDUCATION ASSOCIATION

June 9, 1989

Sheryl B. Smith
Barbara A. Ferguson
Loren D. Joostberns
Alan A. Ver Schure
Paula J. Wassink
Larry J. Whitcomb

Date Ratified

/s/ Sheryl B. Smith, President
/s/ Barbara A. Ferguson
/s/ Loren D. Joostberns
/s/ Alan A. Ver Schure
/s/ Paula J. Wassink
/s/ Larry J. Whitcomb

