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**MASTER AGREEMENT**  
**BETWEEN THE**  
**BOARD OF EDUCATION**  
**HARTLAND CONSOLIDATED**  
**SCHOOLS**  
**AND THE**  
**WASHTENAW-LIVINGSTON**  
**EDUCATION**  
**ASSOCIATION MEA/NEA**  
**1999 - 2000**

*Hartland Consolidated Schools*



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## PURPOSE

This Agreement is entered into this 14 day of December, 1998, by and between the Board of Education of the Hartland Consolidated School District, Hartland, Michigan, hereinafter referred to as the "Board", and Washtenaw-Livingston Education Association, MEA/NEA, hereinafter referred to as the "Association", which shall designate the Washtenaw-Livingston Education Association, MEA/NEA, solely in its representative capacity on behalf of the personnel in the bargaining unit recognized by the Board in Article I of this Agreement.

WHEREAS both parties recognize that the members of the teaching profession are qualified to assist in formulating policies and programs designed to improve educational standards;

WHEREAS, the Board has a statutory obligation, pursuant to the Public Employment Relations Act, Act 379 of the Michigan Public Acts of 1965, to bargain with the Association as the representative of its teaching personnel with respect to hours, wages, terms, and conditions of employment;

The Board and the Association do hereby set forth understandings which are confirmed in this Agreement.

## ARTICLE I - RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive and sole bargaining agent as defined in Section 11 of the Michigan Public Employment Relations Act, Act 336, Public Acts of 1947 as amended, for all of its personnel certified by the State of Michigan Department of Education, whether under contract, on leave, or layoff, employed by the Board or upon employment by the Board which shall include teachers initially hired as substitutes who are employed in an assignment to the same position for 90 days of work, but excluding all other per diem substitutes, administrators and any other personnel who may incidentally hold a teaching certificate but for which a certificate is not required in their position.
- B. The terms "teacher" or "employee", singular or plural, when used hereinafter in this Agreement, shall refer to all personnel represented by the Association in the bargaining unit as defined above, and references to one gender shall include the other gender.
- C. The Board agrees not to negotiate with any teaching organization other than the Association for the duration of this Agreement unless required by law.
- D. All courses in the K-12 instructional program, except for courses offered in conjunction with college or university programs or adult education shall be taught by bargaining unit personnel. Nothing in this Agreement shall be construed to prohibit the use of volunteers in conjunction with teachers as additional resources and enrichment to instruction provided to students or to teach one additional class section in the school district provided that the use of volunteers in these capacities does not cause any teacher in the bargaining unit to be displaced, prevent any teacher from being recalled or preclude any teacher from assignment to a full-time teaching position. When the volunteer is used in conjunction with a teacher, the teacher shall be responsible for maintaining classroom discipline and directing the flow of instruction consistent with full utilization of the volunteer's expertise. When the volunteer teaches a class independently, the volunteer must meet the minimum certification and qualification standards applicable to bargaining unit personnel.

## ARTICLE II - RIGHTS OF THE BOARD

- A. The Board, on its own behalf and on behalf of the electors of the school district, hereby retains and reserves onto itself, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the school code and the laws of the state, the Constitution of the State of Michigan, and/or the United States. Such rights, duties, etc. shall include, by way of illustration and not by way of limitation, the right to:
  - 1. Hire and contract with such duly qualified teachers as may be required.

2. The general care and custody of the schools and property of the district, and make and enforce suitable rules and regulations for the general management of the schools and the preservation of the property of the district.
  3. Establish and carry on such grades, schools, and departments as it shall deem necessary or desirable for the maintenance and improvement of the schools.
  4. To make reasonable rules and regulations relative to anything whatever necessary for the proper establishment, maintenance, management and carrying on of the public schools of the Hartland Consolidated School District.
  5. Determine the services, supplies and equipment necessary to continue its operation and to determine all methods and means of distributing the above and establishing standards of operation, the means, methods and processes of carrying on the work.
- B. In meeting such responsibilities the Board acts through its administrative staff. Such responsibilities include without being limited to the establishment of educational policies, the construction, acquisition, and maintenance of school buildings and equipment, the evaluation, discipline, promotion, and termination of employees; and the establishment and revision of rules and regulations governing and pertaining to work and conduct of its employees. The Board and administrative staff shall be free to exercise all of their managerial rights and authority.
- C. The Association recognizes that the Board has responsibility and authority to manage and direct, in behalf of the public, all the operations and activities of the school district to the full extent authorized by law, provided that such rights and responsibilities shall be limited only by the specified and express terms of this Agreement and then only to the extent that such specific and express terms are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

### **ARTICLE III - ASSOCIATION & TEACHER RIGHTS**

- A. Insofar as provided by the Michigan Public Employment Relations Act, the Board hereby agrees that every employee of the Board shall have the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other lawful activities for mutual aid and protection. The Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any teacher of any rights conferred by the laws of Michigan, Michigan General School Laws and the Constitution of the United States; that it shall not discriminate against any teacher with respect to hours, wages or any terms or conditions of employment by reason of his membership or his participation in any activities of the Association.
- B. Teachers shall have the right to wear an insignia pin, or other identification of membership in the Association at any time.

- C. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official business on school property at any time that does not interfere with or interrupt normal school operations. Officials of the Association may leave their building and school property to transact official Association business during the time provided for in their preparation/conference or lunch period. Only one (1) official, exclusive of the Unit Director, may be absent from a building at a time. Such official must notify his building principal's office prior to leaving the building. Upon returning, said official will state the general nature of the business. It is provided further that the transaction of Association business shall not interfere with or interrupt normal school operations or the primary purposes of the preparation/conference period. Any authorized representatives or officials of the Association entering a school building to transact official Association business must notify the building principal's office.
- D. The Association shall have the right to use school facilities and equipment within the school buildings. Such equipment and facilities including, but not limited to, typewriters, mimeographing machines and all types of audio-visual equipment, must be used at times when such equipment is not otherwise in use. The Association shall pay for the cost of all materials and supplies incidental to such use and/or shall pay for any necessary repairs and maintenance required as a result of such use. The Association shall keep an accurate record of all materials used and submit it to the business office for billing. Notice shall be provided to the principals' office when audio-visual equipment or mass reproduction equipment is to be used.
- E. Designated bulletin board space shall be made available to the Association in each building in which regular classes are held. The Association may use the district mail service and teacher mail boxes for communications to teachers.
- F. The Board agrees to make available to the Association in response to requests, all available information concerning the financial resources of the district, including but not limited to: Annual financial reports and audits, tentative budgetary requirements and allocations (including county allocation board budgets), treasurer's reports, census and membership data; agendas and minutes of all Board meetings; register of certificated personnel; names and addresses of all teachers; and any available information needed for processing of grievances, other than case arguments and preparation(s) of the parties. The Board may assess the charge permitted by the Freedom of Information Act for reproduction and clerical costs.
- G. The Association also agrees to share non-confidential published information about public schools which they receive from the State and National Association which the Board feels would be beneficial to the Hartland Consolidated Schools.
- H. The Board agrees to share information upon request from the Association on any new or modified fiscal, budgetary or tax programs, or major revisions of educational policy, which are proposed or under consideration for the district, and the Association shall be given opportunity to consult with the Board with respect to said matters.
- I. Any teachers who serve as representatives for American Education Week, or the Gifted and Talented Program shall be elected by the teachers through a secret ballot election conducted jointly by the Association and the administration, with nominations made by all parties involved.



- J. The Association's designated representative shall be provided with a packet of copies of all documents, not exempt from disclosure by the Michigan Freedom of Information Act, which are given to Board members prior to Board meetings. This packet shall be made available at the Board offices no later than the day the information is sent to Board members. Any such documents which are presented to the Board prior to the meeting which were not sent in the Board packet shall be made available to the Association's designated representative at the time they are presented to the Board.

#### **ARTICLE IV - PROFESSIONAL DUES, FEES & PAYROLL DEDUCTIONS**

- A. Any bargaining unit member who is not a member of the Association/Union in good standing or who does not make application for membership within 30 days from the first day of active employment shall, as a condition of employment, pay a service fee to the Association, pursuant to the Association's "Policy Regarding Objections to Political-Ideological Expenditures" and the Administrative Procedures adopted pursuant to that policy, provided however, that the bargaining unit member may authorize payroll deduction for such fee in the same manner as provided elsewhere in this Article (Paragraph I below). In the event that a bargaining unit member shall not pay such service fee directly to the Association or authorize payment through payroll deduction, as herein provided, the Employer shall, at the request of the Association, terminate the employment of such bargaining unit member. The parties expressly recognize that the failure of any bargaining unit member to comply with the provisions of this Article is just cause for discharge from employment.
- B. Pursuant to Chicago Teachers' Union vs. Hudson, 106 S. Ct. 1066 (1986), the Union has established a "Policy Regarding Objections to Political-Ideological Expenditures." That policy, and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-union bargaining unit members. The remedies set forth in such 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 bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement, or any other administrative or judicial procedure.
- C. The Association in all cases of discharge for violation of this Article shall notify the bargaining unit member of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for discharge may be filed with the Employer in the event compliance is not effected. If the bargaining unit member in question denies that he has failed to pay the service fee, then he may request, and shall receive, a hearing before the Employer limited to the question of whether he has failed to pay the service fee.
- D. With respect to all sums deducted by the Employer pursuant to authorization of the employee, whether for the Professional Dues or Representation Benefit Fee, the Employer agrees promptly to disburse said sums upon direction of the Association.
- E. This Article Shall be effective retroactively to the date of the Agreement and all sums payable hereunder shall be determined from said date.
- F. Upon appropriate written authorization from the bargaining unit member, the Employer shall deduct from the salary of any such bargaining unit member no later than the next payroll date after all required documents are submitted and verified and make appropriate remittance for MEFSA's MEA-sponsored programs (tax-deferred annuities, auto insurance, homeowner's insurance, etc.), MESSA programs not fully Employer-paid, credit union, savings bonds, charitable donations, MEA-PAC/NEA-PAC contributions or any other plans or

programs jointly approved by the Association and Employer, to a maximum of five (5) deductions per pay beyond the standard deductions, provided that once such deduction is authorized it shall be subject to change only at the beginning of each subsequent semester except those deductions required because of a loan through the credit union shall be accommodated. Only one such deduction shall be used by an employee for a tax sheltered annuity.

G. Due to certain requirements established in recent court decisions, the parties acknowledge that the amount of the fee charged to non-members along with other required information may not be available and transmitted to non-members until mid-school year (December, January, or February). Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the representation fee by non-members shall be activated 30 days following the Association's notification to non-members of the fee for that given school year.

H. The Association agrees to indemnify and save the Board, and including each individual school Board member, harmless against any and all claims, demands, costs, suits, or other forms of liability including back pay and all court or administrative agency costs that may arise out of or by reason of, action by the Board for the purpose of complying with the discharge procedures of this Article, subject however, to the following conditions:

The damages have not resulted from the gross negligence, misfeasance, or malfeasance of the Board or its agents.

The Association, after consideration with the Board, has the right to decide whether to defend any said action, or whether or not to appeal the decision of any court or other tribunal regarding the validity of the section or the defense which may be assessed against the Board by any court or tribunal.

The Association has the right to choose the legal counsel to defend any said suit or action.

The Association shall have the right to compromise or settle any claim made against the Board under this section.

I. Any bargaining unit member who is a member of the Association, or who has applied for membership, may sign and deliver to the Employer an assignment authorizing deduction of dues, assessments and contributions in the Association as established by the Association. Such authorization shall continue in effect from year-to-year unless revoked according to the procedures outlined in the MEA Constitution, Bylaws and Administrative Procedure. Pursuant to such authorization, the Employer shall deduct one-twentieth (1/20) of such dues, assessments and contributions from the regular bi-weekly salary check of the bargaining unit member each month for ten (10) months, beginning in September and ending in June of each year, not to exceed 20 deductions. Any teacher who shall not perform services for any entire month of the school year shall have his dues reduced by one-tenth (1/10) of the yearly dues for each entire month he did not work, except where the failure to perform services during the month was the result of the teacher taking paid leave provided for in this Agreement.

#### **ARTICLE V - TEACHING HOURS & CLASS LOADS**

A. Teachers shall not be required to be in their assigned school building(s) prior to 7:00 a.m. or for more than seven (7) continuous hours each day, exclusive of staff meetings, allocated in the following manner:

No More than six (6) hours and 30 minutes shall be assigned as student instruction and supervision time during which teachers will be available to provide instruction (including the monitoring of student behavior during passing time) and supervision of students in the building(s). Teachers shall be provided not less than 55 minutes out of the six (6) hours and 30 minutes as preparation/conference time. Preparation/conference time for secondary teachers shall be in one continuous block of time. Preparation/conference time for elementary teachers shall be provided in blocks of time divided between time before school and time contiguous with the duty-free lunch period. The preparation/conference time contiguous with the duty-free lunch shall not be less than ten (10) minutes except as exempted in Paragraph B of this Article.

Teachers may opt for flexible starting and ending times. Teachers who choose this option may divide the 55 minutes preparation/conference times into blocks before school, contiguous with duty-free lunch, and/or after school. Each teacher must submit his schedule to the building principal. When staff meetings or IEP meetings are held, the building principal will establish the start and end times for teachers involved.

Use of preparation/conference time shall be at the discretion of the teacher except that, (1) the teacher will remain in the school building, (2) the teacher shall hold conferences with parents upon request, (3) the teacher shall engage in planning activities with other teachers and administrators upon request by the building administrator or, (4) the teacher shall attend staff meetings pursuant to the provisions of Article IX - Teaching Conditions.

Exclusive of preparation/conference time, another 20 minutes out of the six (6) hours and 30 minutes shall be designated as duty time during which the teacher may be assigned to monitor student behavior in the buildings. Teachers shall be entitled to a duty-free lunch period of no less than 30 minutes.

- B. Teachers shall not be required to supervise playground activities or lunchrooms. Teachers may elect to supervise student lunchrooms during student lunch times as part of their duty time assignment. Such an assignment will require the approval of the building principal. When teachers do elect such an assignment, their preparation/conference time shall be in one continuous block of 55 minutes.
- C. Secondary teachers shall not be assigned more than four (4) course preparations during a school day, unless the teacher agrees to accept more.
- D. 1. By the Fourth Friday of each school year, a ratio of 28 or less pupils per regular classroom teacher, exclusive of pre-kindergarten, kindergarten, and junior first grade shall be effectuated in each elementary school. Teachers at the pre-kindergarten, kindergarten, and junior first grade shall not be assigned more than 25 pupils per class. All other regular classroom teachers at the elementary level shall not be assigned more than 30 pupils per class except that teachers of elementary combination classes shall not be assigned more than 25 pupils per class. If after Fourth Friday additional students make it necessary to exceed these levels, a teacher will be provided with the services of a paraprofessional aide for at least one-third of the time the teacher is assigned to provide instruction to a class that exceeds the above standards for a period of five consecutive school days. No regular elementary class shall exceed 33 pupils, nor pre-kindergarten, kindergarten, junior first grade or combination class exceed 30 pupils except as exempted by the mutual agreement between the teacher, the employer and the Association. No more than four (4) combination classes shall be created in any one building. A fifth combination may be created by mutual consent of the employer and the Association.
- D. 2. Teachers at the secondary level shall not be assigned more than 155 pupils to evaluate per semester. Teachers of physical education, instrumental music, and vocal music are exempted from this total. For teachers of such

classes, each section of such class shall count as 30 pupils to be deducted from the 155 pupil maximum. Physical education classes shall not exceed 45 pupils per class per teacher. Teachers of classes for which the Board receives special state or federal funding by maintaining class sizes lower than 30 pupils shall have 30 pupils deducted from the 155 pupil maximum for each such class. Except as exempted above or by mutual agreement between the teacher, the employer, and the Association, no secondary section may exceed 35 pupils. These conditions shall be effectuated no later than the Fourth Friday of each school year.

- E. School counselors and librarians shall be notified four (4) weeks prior to the end of the school year if they are to be employed one (1) week immediately following the close of the current school year and one (1) week immediately prior to the beginning of the next school year. If the work load necessitates for these and other programs, additional weeks may be mutually agreed upon by the individuals involved.
- F. Counselors shall be subject to assignment of additional duties of administrative assistance, excluding punitive disciplinary actions against students and evaluation of teachers, during the normal school day at the direction of the administrator.
- G. Teachers of elementary combination classes shall be consulted by their administrator to address and clarify planning and preparation requirements and necessary deviations from the curriculum taught in single grade level classes. Exclusive of the areas of reading and mathematics, teachers of combination classes shall not be responsible for a set of instructional objectives which is greater than those for teachers of single grade classes.
- H. Departures from the present practice of five (5) period days at the Farms Middle School and Hartland High School will not be implemented under the provisions of this Article prior to the first semester of the 1982-83 school year except as approved by the Curriculum Coordinating Council. Any proposals to implement future schedule changes will be subject to study by the Curriculum Coordinating Council.

#### **ARTICLE VI - PARAPROFESSIONAL TEACHER AIDES**

- A. A paraprofessional teacher aide shall be supervised by the teacher to whom he is assigned, and the teacher shall have authority to direct the activities of the paraprofessional teacher aide. Using the paraprofessional teacher aide's performance responsibilities as listed in the paraprofessional teacher aide's job description as a guide, the teacher shall submit evaluative information to the administrator who shall write the formal evaluation of that paraprofessional teacher aide.
- B. Teachers who are assigned paraprofessional teacher aides shall retain primary responsibility for diagnosing special student needs, prescribing and designing individual lessons, and evaluation of the results of instruction. Paraprofessional teacher aides shall be limited to supportive instructional activities as assigned and supervised by the teacher.

## **ARTICLE VII - SPECIAL STUDENT PROGRAMS**

- A. The parties recognize that children having special physical, mental and emotional problems may require specialized classroom experience, and that their presence in regular classrooms may interfere with the normal instructional program and place extraordinary and unfair demands upon the teacher. It shall be the responsibility of the teacher to report to the principal the name of any student who, in the opinion of the teacher, needs particular assistance from skilled personnel. Progress of the case will be reported by the principal at the request of the teacher.
- B. Teachers who are requested to attend an IEPC meeting which is scheduled during the school day shall be given release time. When teachers attend an IEPC outside of the normal seven (7) hour day, it shall be counted as one (1) of the four (4) staff meetings per month pursuant to Article IX - Teaching Conditions up to a maximum of three (3).
- C. To promote the equitable distribution of responsibility for main streamed pupils among teachers, when more than one classroom placement may be available to accommodate the pupil's schedule, a pupil who has been certified through an IEPC as requiring services will be placed in the classroom which is least impacted by the pupil. Placement of these pupils shall be determined by a placement committee of the teachers affected by the need for placement of the pupil and the special education teacher involved called by the building principal. Placements for the fall of a school year shall be determined the preceding spring for continuously enrolled pupils. Placements will be made by a placement committee as the need arises to place pupils during the school year. If the placement committee does not make a placement, the building administrator may determine the placement. The decision arrived at following the provisions of this paragraph are not subject to the grievance procedure set forth in this Agreement. With the exception of programs for the visually impaired, the hearing impaired and the speech impaired students, no more than two (2) special education programs will be housed in the same elementary building or complex of buildings.
- D. Special education teachers shall be responsible to only one (1) immediate supervisor.

## **ARTICLE VIII - CURRICULUM DEVELOPMENT**

- A. The parties agree to maintain a Curriculum Coordinating Council (CCC) to study and evaluate curriculum development and change, and any other such studies as directed by the Board. The Council shall make recommendations as deemed appropriate. The Board retains all authority and discretion, without limitation, to determine the curriculum of the school district.
- B. The CCC shall include all building principals and the high school assistant principal, the department chairpersons and/or representatives, and two parents from the community, one appointed by the Board and the other by the Association. The Board and the Association shall assure the continuity of parent participation by re-appointment of their parent representatives as necessary. The Superintendent or his designee shall be Chairperson of the CCC. All appointments shall be for one (1) school year, but nothing shall prevent individuals from serving for more than one consecutive year on the CCC.
- C. Department chairpersons shall be appointed for each of the following: Language Arts, Reading, Social Studies, Science, Mathematics, Fine Arts, Career/Vocational Education, Physical Education/Health, Special Education, Media Specialist, Middle School, and one for each elementary building.

Additional departments and/or observers may be added by agreement between the Association and the Board. The Department Chairpersons shall be selected from among the membership of the department or shall be selected from among the membership of the department or building in which they teach. Department Chairpersons' positions will be posted by May 15 and selected prior to June 1 of the school year.

Each Department Chairperson shall have the right to input to the administrator charged with developing and administering the budget in their area. Department Chairpersons shall not be responsible for evaluating teachers. Department Chairpersons may be required to attend meetings outside the normal school day and school year. Department Chairpersons may be required to assist in administrative tasks relating to their department.

- D. The CCC shall have at its disposal release time for the purpose of conducting curriculum development and evaluation and other activities related to its purpose. Use of release time shall be at the discretion of the Superintendent. Any charge given to the CCC to take action must include the release time necessary to carry out that charge. Discussion regarding the release time necessary shall take place between the respective department chairperson/representative and the Superintendent prior to his decision.
- E. The CCC shall meet at least eight (8) times during the school year, all of which may occur outside of the regular teacher day.
- F. All members of the CCC shall have equal voting rights. Meetings of the CCC will be run according to the most recent edition of Robert's Rules of Order. A copy of the minutes kept of each CCC meeting and copies of all minutes kept by various task forces will be transmitted to the Secretary of the Association and the Secretary of the Board.
- G. The CCC shall consider all proposals made by task forces and no such proposal shall be presented to the Board without the approval of the CCC. Approval shall mean by majority vote of members being present, a quorum being necessary for action (including the Department Chairpersons/representatives from the area in which a proposal is being considered). Final recommendations made by the CCC shall be submitted to the Board through the Superintendent. All proposals for curriculum evaluation or revisions initiated by the administration shall be reviewed by the CCC prior to presentation to the Board. The CCC may make any recommendation regarding these administrative proposals prior to Board action. The CCC may consider and make recommendations upon any proposals for curriculum evaluation or revisions made to the Board from any other source. Any teacher or group of teachers may submit written proposals for curriculum development to the CCC or to any appropriate committee for consideration.
- H. Department Chairpersons shall receive compensation for their work in district-wide curriculum development as specified in Appendix B-III.
- I. Department Chairpersons shall make a priority commitment of time and effort, outside the regular teacher work day, necessary to accomplish the duties of that position. The conference/preparation period of the Department Chairperson may be used to conduct department business. Department Chairpersons may be requested to assist administrators in the development of outlines of course content and instructional goals where necessary.

- J. Department Chairpersons shall be provided a designated work area for curriculum development. The area shall contain file cabinets for storage of work materials.
- K. Teachers shall not be required to work on curriculum development or evaluation unless such work is approved by the CCC and release time provided. Nothing in this article, however, shall prohibit or restrict teachers from doing such work on a voluntary basis.
- L. Each school year, the CCC shall have a fund of \$15,000 for discretionary expenditures in the area(s) of curriculum study, task force work, instructional program improvements and/or staff development.

### ARTICLE IX - TEACHING CONDITIONS

- A. The parties recognize that optimum school facilities within the financial constraints for both student and teacher are desirable to ensure the high quality of education that is the goal of both the Association and the Board. The parties acknowledge that the primary responsibility of the teacher is to teach and that the organization of the school and the school day should be directed toward ensuring that the energy of the teacher is primarily utilized to this end. Both parties recognize that in order to be an effective teacher, one must accept the responsibility of management and control in the classroom as well as in the total school program. It is realized by both parties that the effective management of the school requires the involvement and cooperation of each staff member.
- B. The Board of Education agrees to keep the schools equipped and maintained. The staff and building administrator will meet periodically for the purpose of discussing the selection, use, and acquisition of educational tools.
- C. All classroom teachers must provide lesson plans which contain general plans for a week in advance. A copy of such plans must be on file in the principal's office.
- D. No teacher shall be required to attend more than four (4) staff meetings per school month. An agenda shall be provided to the staff on the school day prior to such meetings. In the event no agenda is provided, it is assumed that no regular meeting is to be held. All meetings shall be contiguous with the normal teacher work day and shall be no longer than one (1) hour in length. Emergency meetings may be called at any time without the need for a published agenda to address urgent items which must be communicated directly to the staff and which cannot be adequately dealt with by memo. Emergency meetings will count as one (1) of the four (4) monthly meetings unless they occur after the fourth regular meeting, in which case they shall not be counted.
- E. Times and locations of all meetings shall be mutually determined by administrators and building representatives.

- F. Teachers shall either be excused from normal duty time assignments or provided with time during staff meetings to complete tasks related to the collection and summarization of detailed information requested by the administrators. When teachers are directed to assist with the initiation and maintenance of CA 60's (pupil records) they shall either be excused from normal duty time assignments, provided with time during staff meetings, or utilize no more than one (1) hour of time during Teacher Records day to complete such responsibilities. Teachers shall not be required to file report cards in the CA 60 file, attach student pictures to the CA 60 file, record the year-end attendance in the CA 60 file or write their names on the folder or yellow insert of the CA 60 file.
- G. The Board shall make available on each school site, adequate lunchroom, adequate rest room and adequate lavatory facilities for teacher use. Provision for such facilities shall be made in all future buildings.
- H. Telephone facilities shall be made available to teachers for their use in the teachers' lounge.
- I. Adequate paved and lighted parking facilities shall be provided and maintained and identified for employee use during regular school hours.
- J. Teachers shall not be required to work under unsafe or hazardous conditions, or to perform tasks which endanger their health, safety, or well-being.
- K. The Board agrees at all times to maintain a list of substitute teachers. Teachers shall be informed of telephone number (s) they are to call to report pending absences. Teachers are to report the pending absence as early as possible. A teacher shall be required to report a pending absence no later than 60 minutes prior to his normal starting time. Teachers shall not be responsible for arranging for substitute teachers, but may do so voluntarily with the permission of the building administrator.
- L. In the event the predominant temperature in the area of a classroom where the students and teachers are located for instructional activities falls below 65 degrees, the administration will promptly make an effort to have the temperature restored. In the event the temperature cannot be restored to at least 65 degrees by the beginning of the next school day, the administration will make an effort to relocate the class to an alternative place in the building suitable for conducting the class if one is available.
- M. Whenever Alternative Education teachers are required to supervise in-school suspension students in addition to their duties in the Alternative Education Program, a full-time aide will be assigned to the program.



## **ARTICLE X - PROFESSIONAL QUALIFICATIONS & ASSIGNMENTS**

- A. No teacher shall be employed with less than a Bachelor's Degree and a valid teaching certificate, except in cases of absolute necessity. The Association shall be notified in each instance.
- B. Teachers shall not be assigned outside the scope of their teaching certificates.
- C. All teachers shall be given written notice of their schedules for the forthcoming year no later than the 20th day of August prior to the opening of school. In the event that changes in such schedules are proposed, all teachers affected will be notified promptly and consulted by the administration. No changes in teachers' schedules will be made later than the 20th day of August preceding the commencement of the school year, unless an emergency situation requires same, or it becomes necessary to comply with Article V and/or Article XII. The Association shall immediately be so notified in each instance.
- D. Any assignments in addition to the normal teaching schedule during the regular school year, including community education courses, driver education, extra duties enumerated in Appendix B, and any summer programs that the Board of Education sponsors shall not be obligatory but shall be with the consent of the teacher. Available assignments shall be posted for a period of two (2) weeks prior to being assigned. Primary consideration will be given to qualified employees of the district who apply for any such programs sponsored by the Board.
- E. The duties or responsibilities of any position represented by the Association shall not be substantially altered or increased without prior negotiation.
- F. Student teachers shall be assigned to tenure teachers on a voluntary basis only. Any monies received for the placement of a student teacher in the Hartland Schools shall be paid into the district's professional development fund for use by all teachers. The Association shall be notified immediately of any request for student teacher placement.
- G. In the event a building is to be closed or a grade level is to be removed from a building and placed in another, the affected positions shall not be considered vacated. The teachers holding the affected positions shall move with them to the other building(s). The provisions of this section shall be effected prior to the implementation of provisions of Article XII and/or the provisions of Article XIII.

## ARTICLE XI - SENIORITY

- A. Length of service or seniority is defined as unbroken service in the Hartland Consolidated School District in a teaching capacity or, for those persons with a date of hire prior to September 1, 1981, in an administrative or teaching capacity. Those administrators having seniority on the teachers' seniority list as of August 29, 1988, shall have their seniority level frozen as of that date. Teachers within the district, regardless of date of hire, who move into administrative positions after August 29, 1988, shall not accrue additional seniority.
- B. Seniority shall accrue based upon years of continuous employment from the employee's last date of hire. Time on leaves of absence with or without pay or layoff shall not constitute a break of continuous employment. Time on leaves of absence shall be deducted from seniority. Time on layoff or educational internship, sabbatical leave shall continue to accrue as seniority. The first day worked shall commence accrual of service time. Time on leaves of absence for other than disability shall be deducted from seniority. Time on leave of absence due to disability which extends beyond the remainder of the school year in which the leave of absence began shall be deducted from seniority. Teachers working less than full time shall receive prorated seniority. Teachers hired into less than full-time positions and not permitted to transfer into a full-time position during that school year, shall receive full-time seniority for that year from the date the full-time position is filled.
- C. Seniority is lost only by the resignation or discharge of the employee.
- D. The employer shall maintain a seniority list of all employees in the bargaining unit. The seniority list shall contain a listing of each employee's name, date of hire, seniority ranking and a listing of the employee's certification endorsements. Said seniority list shall be presented to the Association and all employees in the bargaining unit during the month of October for review. Proposals for corrections may be brought to the attention of the Superintendent by the Association at any time. The Board shall not be held responsible or liable because of its reliance upon any version of the seniority list which is in error when the error has not been called to the attention of the Superintendent by the Association.
- E. Ranking of employees hired after July 1, 1981 who assume their duties on the same day shall be done in order of the highest last four digits of the employee's social security number. Employees hired prior to July 1, 1981 shall be ranked according to their placement on the published seniority list in effect July 1, 1981. In the event of ties which develop as a result of loss of seniority, ranking shall be determined by giving the highest seniority ranking to the employee who was senior according to the previous seniority lists.

## ARTICLE XII - VACANCIES & TRANSFERS

A. Positions shall be defined as shown below:

1. In secondary grades (7-12) positions shall be defined as the subject areas to be taught in a building or combination of buildings.
2. In the elementary grades (K-6), a position is the assigned grade level and the two most immediate grade levels in a building or combination of buildings where the teacher performs work. When the kindergarten and/or 6th grade is housed in a separate building from the other elementary grades, a position is the two most immediate elementary grade levels regardless of the building where located.
3. For teachers teaching split grades, a position shall be defined as those split grades taught. No teacher shall be required to accept a split grade assignment for two (2) consecutive school years.
4. In specialized areas such as, but not limited to, special education, reading support, media support, counseling, vocal music, instrumental music, art, physical education, gifted and talented program assignments, and secondary self-contained general education classrooms, a position shall be defined as within the sphere of the specialization in a building or combination of buildings.

B. Vacancies shall exist when new positions are created, when teachers leave the bargaining unit, and when positions are temporarily filled; unless the temporarily filled position is subsequently filled by the teacher who had been involuntarily transferred from that position.

C. A posting meeting will be held during the month of June each year. The responsibility of convening the meeting will rest with the Association with two (2) weeks' prior notification to the Board. At the meeting, all vacancies as defined in Paragraph B and all vacancies that arise during the meeting shall be posted pursuant to procedures developed jointly by the Board and the Association. Teachers may participate in this meeting in person or through written proxy. Teachers who participate in this meeting may bid for the various vacant positions. Vacant positions shall be awarded to the teacher from within the existing teaching staff who is the most senior applicant who is certified and qualified for the position, unless the Board is able to present a candidate who has demonstrably superior qualifications to fill the vacancy. Teachers who are unassigned at the end of the posting meeting shall remain unassigned until after the August 15 summer posting deadline (unless awarded a position during the summer postings). Unassigned teachers shall be assigned positions and involuntary transfers, if necessary, shall be made after the close of the August 15 regularly scheduled business day, but prior to August 20.

Once a teacher is awarded a position or accepts in writing an assigned position, the teacher retains that position until he bids out of that position or refuses to return to that position following an involuntary transfer. If a teacher's position has been eliminated, the teacher retains the right to that position if and when it is reinstated. Vacancies arising after the posting meeting but prior to August 15, shall be posted for application and awarded on the same basis as those awarded in the posting meeting. Resultant vacancies will likewise be posted and filled in the same manner up to August 15. Vacancies arising on or after August 15 may be filled but will be posted as vacancies at the next posting meeting, unless they have been eliminated as positions for the next school year. Assigned positions will be posted as vacancies at the next posting meeting, unless filled by a voluntary transfer, or if eliminated as a position for the following school year.

The Board must post notice of vacancies in all open school buildings, and at Board offices. A listing of current vacancies will be available by phone at the Board office. All vacancies must be posted for no less than five (5) days prior to the summer posting deadlines. The posting deadlines for the summer months shall be: June 30, July 15, July 31, and August 15.

- D. Teachers shall not be involuntarily transferred from a position, except in case of emergency, for one of the following reasons: (1) to comply with other articles in the Master Agreement, (2) to place the best qualified teacher in a position, (3) to prevent undue disruption to the instructional program, or (4) to prevent layoff or to accommodate recall.

The Superintendent shall notify the affected teacher and the Association of the reasons for such transfer. If the teacher objects to such transfer for the reasons given, the dispute may be resolved through the grievance procedure. All transfers shall be assumed to be involuntary unless the teacher provides written voluntary acceptance of the transfer. In cases where more than one teacher has the necessary certifications to fill the position, the teacher with the least seniority shall be the teacher involuntarily transferred, provided the teacher possesses a major or minor or previous teaching experience in the district in the subject matter area to be taught.

All positions which are filled through involuntary transfer shall be considered to be temporarily filled as defined by this Article unless later filled by the teacher who had been involuntarily transferred from that position.

A teacher who has been involuntarily transferred shall have the first opportunity to return to the position from which he was transferred when it becomes vacant, notwithstanding the seniority of other teachers, until he is awarded another vacancy for which he applied or refuses the first opportunity to return to the position from which he was involuntarily transferred. If any vacancy arises after the assigning of unassigned teachers and/or involuntary transfers, but before the start of school, the Board shall transfer involuntarily transferred teachers to facilitate the most senior teacher to return to his position.

Transfers occurring after assigning of unassigned teachers and/or involuntary transfers, but before the start of school will be handled in the following manner:

1. When an involuntarily transferred teacher is returned to his position and this results in other temporarily assigned/involuntarily transferred teachers being reassigned, all affected teachers will be notified, in writing, of such assignment changes.
2. When there is a vacancy and no involuntarily transferred teacher can be returned to his position, opportunities to fill the vacancy will be offered in one of two ways, up to three days before the start of school:

- a. All involuntarily transferred teachers certified and qualified for the vacancy will be notified in writing by the administration with 72 hours to respond in writing if they want the vacant position. The 72-hour deadline will run from the day/date the notification is mailed until noon of the third business day thereafter. The most senior involuntarily transferred teacher who responds in writing by the deadline will be awarded the position.

Subsequent vacancies caused by this process will be offered under the same conditions until no one on the involuntary transfer list applies in writing for the vacant position. When this condition occurs, the Board will fill the final vacancy in the manner described in Article XII, Section D, paragraph 4.

- b. All involuntary transferred teachers will be invited in writing by the administration to a meeting for the purpose of filling the vacancy (and subsequently-created vacancies) by seniority and certification/qualification. When no one wants such a vacancy, the Board will fill the final vacancy from outside the Association (provided no certified/qualified teacher on layoff is available to accept the position) as per Article XII, Section D, paragraph 4.

If a transfer cannot be made to facilitate the most senior teacher to return to his position, then the most seniority teacher involuntarily transferred must be offered the vacant position pursuant to procedures developed jointly by the Board and the Association. If he accepts the position, the teacher may be temporarily assigned to the vacancy and remains on the involuntary transferred list. If he does not accept the temporary position, the Board shall offer it to the next most senior person on the involuntarily transferred list until all teachers on the list have been offered the opportunity to fill this temporary position. If the most senior teacher does not accept the position, the Board must fill the final vacancy so as to facilitate the ability of the involuntarily transferred teacher to be returned to the position from which he was involuntarily transferred.

## **DEFINITIONS**

### **AWARDED:**

The filling of a vacant position for which a teacher had bid for and received through the open bidding process.

### **ASSIGNED:**

The filling of a vacant position after August 15 by the administration which had been offered to all members via the bidding process.

### **INVOLUNTARY TRANSFERS:**

The placement of a teacher into a position which is considered temporarily filled not withstanding other articles in this Agreement.

### **VOLUNTARY TRANSFERS:**

The placement of a teacher into an assigned position for which the teacher provides written acceptance before the following posting meeting.

### **TEMPORARILY FILLED POSITIONS:**

Positions for which someone else has the rights to or positions that have not been offered to all members through the bidding process.

- E. Any teacher who shall accept an administrative or executive position in the district and shall later return to a teacher status in the district shall be entitled to retain such rights as he may have had under this Agreement prior to such transfer to supervisory or executive status.
- F. When a new building opens, all positions in that building shall be posted at the next posting meeting.
- G. A transfer shall be defined as movement from one existing position to another.
- H. In the event of the reduction in the number of teaching positions causing a reduction of personnel, the provisions of Article XIII are to be applied to determine staffing and no posting meeting will be held. A posting meeting will be held to determine staffing of positions when there are teachers awaiting recall, but no further reduction of teaching positions is being effected.

### ARTICLE XIII - REDUCTION OF PERSONNEL

- A. In the event the Board determines a reduction in the number of teachers employed is necessary, the following procedures will be used to determine which teachers will be laid off:
  - 1. Teachers not holding a valid Michigan teaching certificate will be laid off first, provided there are certified and qualified teachers to replace and perform all of the needed duties of the laid off teachers.
  - 2. If reduction is still necessary, then probationary teachers with the least number of continuous years of teaching in the Hartland Consolidated School District will be laid off first, provided there are remaining certified and qualified teachers to replace and perform all of the needed duties of the laid off teachers.
  - 3. If further reduction is still necessary, then tenure teachers with the least number of years of continuous teaching experience in the Hartland Consolidated School District will be laid off first, provided there are certified and qualified teachers to replace and perform all the needed duties of the laid off teachers.

A teacher who has acquired tenure in a position other than a classroom teaching position shall not be denied or deprived any right to which he is entitled according to tenure law in the operation of this provision.
- B. Certified teachers shall be defined as teachers who hold a valid Michigan teaching certificate.
- C. Qualified teachers shall be defined as teachers who possess a major or minor or previous teaching experience in the district in the subject matter area to be taught. When specialized programs are eliminated, employees assigned to those programs shall be assigned to positions for which they are certified in the building or combination of buildings in which they are presently working.

- D. The Board shall give no less than 45 days' written notice to the teacher being laid off.
- E. Teachers on layoff shall be recalled to available positions for which they are certified and qualified on the basis of greatest seniority. Additionally, a teacher on layoff who has acquired tenure in a position other than a classroom teaching position, shall be recalled to the next available position for which he has acquired the tenure on the basis of greatest seniority among those teachers possessing such tenure for the position prior to the recall of any other teachers who may be otherwise certified, qualified, and more senior. Teachers on layoff who acquire additional credentials which expand the scope of their certification and/or qualifications shall have those credentials considered for the purpose of determining their recall to the next available position for which they are certified and qualified, but shall not be entitled to displace any teacher who has not been placed on layoff unless required by law. No new teacher shall be hired in a position until all laid off teachers certified and qualified to perform the position have been given an opportunity to return to active duty in that position.
- F. A laid-off teacher shall maintain his rights to recall until he resigns or forfeits this right through abandonment. It shall be the responsibility of the teacher to provide a written notification to the Board of any change in permanent address.
- G. A teacher shall be notified of recall by registered letter. He shall respond to the notice within one (1) week. Upon request, the teacher shall be granted an additional two (2) weeks to report for duty. Failure to respond and report shall constitute a resignation.
- H. All insurance benefits shall continue in effect until such time as a teacher on notice of layoff actually misses his first day of work due to being laid off.

#### ARTICLE XIV - ILLNESS OR DISABILITY

- A. At the beginning of each school year, each teacher shall be credited with a ten (10) day sick leave allowance to be used for absences caused by illness or physical disability of the teacher or the teacher's family. In the event a teacher is confined to a hospital an additional five (5) days of sick leave shall be granted for such hospitalization. Teachers hired after the beginning of the school year shall be credited sick leave on a pro-rated basis. The unused portion of sick leave allowance and hospitalization allowance shall accumulate from year to year without limitation. Teachers leaving prior to the end of the school year shall be charged pro-rata for days used in excess of one (1) day per month worked.
- B. A teacher who is unable to teach because of personal illness or disability and who has exhausted all sick leave available shall be granted a leave of absence without pay for the duration of such illness or disability, up to two (2) years and the leave may be renewed each year upon written request by the teacher. Upon return from such leave, provided that the teacher returning from the leave has greater seniority than the person filling the position and/or the position has not been eliminated, a teacher shall be placed in the same position as he held prior to the leave, at the same level on the salary schedule as he would have been entitled when he left the district.

- C. A teacher absent from work because of mumps, scarlet fever, measles, chicken pox or pink eye for which contact can be reasonably attributed to employment or a teacher absent from work because of an injury incurred at the site of employment, shall not be charged with loss of personal sick leave for the period of disability up to a maximum 20 leave days. Thereafter, the teacher may use his accumulated personal sick leave for the period of disability. The use of sick leave in conjunction with workers' compensation benefits shall be supplemental on a proportionate basis, such that when combined, the teacher does not receive more than his yearly salary rate from both sources.
- D. A teacher shall suffer no diminution of sick leave allowance when a sick day is requested and school is called off on that day because of an Act of God.
- E. The Board may require a physician's certification of the illness or disability when the teacher is absent three (3) or more consecutive days, chronically absent, or absent during a mass illness among the teaching staff. The Association will receive a copy of any forms developed to document illness or disability prior to implementation.

#### **ARTICLE XV - PROFESSIONAL BUSINESS & ASSOCIATION LEAVE**

- A. The professional development of teachers is encouraged by making available, at the discretion of the central office administrator in charge of curriculum, days for professional leave. Professional leave may be used for, but is not restricted to:
  - 1. Visitation to view other instructional techniques or programs.
  - 2. Education conference, workshops or seminars. The teacher shall file a written report within one (1) week of his attendance at such visitation, conference, or seminar.
- B. At the beginning of each school year, each teacher shall be credited with four (4) days to be used for the teacher's personal business. A teacher in need of using a business leave day shall file the necessary form for such leave at least two (2) days in advance, except in cases of emergency. Personal business leave is to be used to attend to matters of urgent and crucial nature which require the personal attention of the teacher and cannot be reasonably attended to at alternative times which do not interfere with the duties of employment. Personal business leave will not be granted the day before or the day after a vacation or holiday period, without prior written consent of the Superintendent of Schools. Consecutive business days will be granted only with prior written consent of the Superintendent of Schools. Any personal business days that are not used by the end of the school year will be converted to sick days.
- C. A teacher called for jury duty or subpoenaed to give testimony before any judicial or administrative tribunal in a matter not related to employment elsewhere (except summer employment) shall be compensated for the difference between the teaching pay and the pay received for the performance of such obligations without deduction from paid leave.



- D. At the beginning of every school year, the Association shall be credited with ten (10) days, to be used by teachers who are officers or agents of the Association, such use to be at the discretion of the Association. The Association agrees to notify the Board no less than five (5) working days in advance of taking such leave. Additional days shall be granted provided the Association pays the cost of substitutes and it does not cause disruption of the educational program of the district.
- E. Any teacher called for military physical examination shall suffer no diminution of compensation and shall not be charged with loss of a business leave day.
- F. A teacher shall suffer no diminution of business leave allowance when a business leave day is requested and school is called off on that day because of an Act of God.
- G. A teacher shall be granted up to four (4) days' leave with pay when death occurs in his immediate family. Immediate family shall be interpreted as spouse, children, mother, father, brother, sister, grandchildren, father and mother-in-law, brother and sister-in-law, and grandparents. A teacher shall be allowed to use up to four (4) consecutive personal business days to attend the funeral of any person outside the immediate family.

#### ARTICLE XVI - UNPAID LEAVE OF ABSENCE

- A. A teacher on a leave of absence covered in this Article shall receive no pay or benefits for the work days actually missed.
- B. A teacher on a leave of absence covered in this Article shall notify the Board in writing at least 60 days prior to the termination date of the leave of his intention to return from such leave. Failure to comply with this notification or to gain an extension of said leave as may be provided herein shall constitute voluntary resignation from employment. Leaves of absence shall be for the remainder of a semester or school year or full semesters or school year. Upon notification of intent to return from leave the teacher shall be considered available for assignment as if continuously employed in the district.
- C. A leave of absence, renewable upon application up to four (4) years maximum, shall be granted to any tenure teacher for the purpose of serving as an officer of the State or National Association, or on its staff.
- D. A leave of absence not to exceed four (4) years, but for not less than one year, shall be granted to any tenure teacher upon application, for the purpose of campaigning for, or serving in, a public office.
- E. A military leave of absence shall be granted to any teacher who shall be inducted or shall enlist for full-time military service in any branch of the armed forces of the United States or full-time service with the Peace Corps or VISTA. Teachers who are in the reserves of any branch of the armed forces of the United States shall be granted, upon request and verification of orders, an unpaid leave of absence for the time necessary to fulfill the obligation as required by law. During an unpaid leave of absence for reservist duty, a substitute may be used in the position of the reservist.
- F. A leave of absence shall be granted for the purpose of child care, to any teacher upon application, in connection with the birth of his/her child or adoption of an infant.
- G. A leave of absence of up to one (1) year may be granted to a teacher upon receipt of evidence that his presence is needed to provide special care for his child.

- H. A teacher at or moving to Step 10 or above of the salary schedule shall be granted a full year's leave of absence to explore an alternative career, provided the Board can obtain a replacement teacher by August 1 prior to the school year of the leave, who is a suitable qualified replacement and provided further, considering all attendant costs to the granting and return from the leave, there are no additional costs incurred by the Board beyond the compensation costs the Board would have incurred had the teacher not been granted the leave. Such leaves may be granted for career opportunities either within or outside the field of education. A teacher may apply for a one-year extension of said leave. No more than three (3) teachers may use this leave in the same school year.
- I. Requests for any of the above mentioned unpaid leaves must be submitted 60 days prior to the commencement of the leave, except in cases of emergency which preclude such advance notice. Upon return from such leave, provided that the teacher returning from leave has greater seniority than the person filling the position and/or the position has not been eliminated, teacher shall be placed in the same position as he held prior to the leave, at the same level on the salary schedule as he would have been entitled when he left the district.
- J. Any other requests for leaves of absence must be submitted in writing to the Board of Education, with a copy to the Association. All such applications must be submitted 60 days prior to the end of the semester before the leave takes place, but the Board at its discretion, may consider requests submitted after such time.

#### **ARTICLE XVII - EDUCATIONAL INTERNSHIP/SABBATICAL LEAVE**

- A. Teachers who have attained tenure with the Hartland Consolidated Schools may make application for an educational internship or sabbatical leave on or before April 1 of the school year prior to the one for which the internship or sabbatical leave is to be effective. The application must contain a full explanation of the proposal and state how the school district's educational program will benefit therefrom.
- B. The Superintendent and/or Board may solicit teachers interested in an internship and/or sabbatical designed to address certain needs of the school district which shall be set forth in a prospectus and publicized for applications on or before April 1 of the school year prior to the one for which the internship and/or sabbatical is to be effective.
- C. On or before May 15 following the close of applications, the Superintendent shall determine which, if any, of the options will be approved for the next school year. All applicants will be informed of the decision regarding the educational internship and/or sabbatical. The Board of Education reserves the final decision upon whether the school district will fund the educational internship or sabbatical proposal for any given school year. The Board of Education shall make its decision known by May 1 of the school year prior to the one for which the internship and/or sabbatical is to be effective.
- D. An educational intern shall perform duties as described in the proposal or prospectus approved by the Superintendent and/or Board of Education. While performing in the educational internship, the educational intern shall receive the same salary, insurance and leave benefits as if continuously employed with the school district as a classroom teacher for that school year.
- E. During a sabbatical leave, the teacher must fulfill the terms of the sabbatical proposal as approved by the Superintendent and/or Board of Education. The teacher on sabbatical leave shall receive half pay and full benefits during that period.

## ARTICLE XVIII - PROFESSIONAL IMPROVEMENT

- A. The parties support the principle of continuing training of teachers, participation by teachers in professional organizations in the area of their specialization, leaves for work on advanced degrees or special studies, and participation in community educational projects.
- B. The Board agrees to provide, upon approval of the central office administrator in charge of curriculum development, the necessary funds for teachers who desire to attend select professional conferences, school observation days and Michigan Department of Education Curriculum Committee meetings. Travel, meals, lodging and registration fees shall be deemed appropriate expenses of the Board as well as the cost of the substitute teacher needed to relieve the participant. A teacher attending such conferences and meetings shall be granted sufficient leave time to attend without loss of compensation. Teachers shall submit a brief written report regarding such conferences and/or visitations.
- C. At the request of the Association, or on the Board's initiative, arrangements shall be made by the central office administrator in charge of curriculum development, for after-school courses, workshops, conferences and programs designed to improve the quality of instruction. Every effort shall be made to obtain people of the highest qualification to participate in the presentation of such programs. All teachers desiring to attend shall be allowed to do so.

## ARTICLE XIX - COMPENSATORY TIME

- A. Compensation time accumulated can be used at the discretion of the teacher with the only restrictions being:
  - 1. The teacher must notify the district of the intention to use a compensation day at least three (3) days in advance to allow for substitute arrangements.
  - 2. A maximum of three (3) days may be used consecutively.
- B. Compensation time accrued and unused within a given school year shall be rolled into said teachers sick days or at the teacher's request carried over to the next year as compensation days.
- C. Five (5) hours accumulated shall "earn" the teacher one compensation day.
- D. Compensatory time will not be granted the day before or the day after a vacation or holiday period, without prior written consent of the Superintendent of Schools. This paragraph applies only to compensatory time acquired through professional/curriculum development as per Appendix C, Paragraph B.
- E. When compensatory time is accrued to replace time lost for teachers with assignments split between buildings:
  - 1. Teachers are guaranteed 55 minutes uninterrupted conference/preparation time per day, exclusive of passing time, and 30 minutes of duty-free lunch time. When a teacher is given a teaching assignment in two or more buildings on the same day, said teacher shall be allowed at least 15 minutes for travel time between each building. This travel time shall not in any way diminish the 55-minute conference/preparation time, 30-minute lunch time or extend the seven-hour working day.
  - 2. If scheduling does not permit for the 15 minutes of travel time, then compensatory time shall

accumulate on a minute-per-minute basis for each minute less than 15 minutes said teacher has to travel from one teaching assignment to another. In other words, said teacher shall accumulate one minute of compensation time for each minute of his/her conference/preparation time or lunch time that is lost traveling between each building assignment allowing 15 minutes per trip.

3. Compensatory days shall be documented by the teacher and reported to the district's payroll department weekly on a compensatory time log (to be developed by October 15) and initialed by the teacher's supervisor. The district's payroll department shall keep record of compensatory days accumulated, used, and unused. The unused compensation days shall be reported on said teacher's pay stub.

#### ARTICLE XX - ACADEMIC RESPONSIBILITY

- A. Both parties seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire a meaningful awareness of, and respect for the Constitution and the Bill of Rights, and to instill appreciation of the values of individual personality. It is recognized that these democratic values can best be transmitted in an atmosphere which is free from unreasonable censorship and artificial restraints upon free enquiry and learning, and in which academic freedom for teacher and student is encouraged.
- B. It shall be the responsibility of the teacher to teach to the course objectives as adopted by the Board for the course of study of each subject he is assigned. If no course objectives have been adopted by the Board, the teacher will be given an outline of course content and instructional goals by the administration and may request the Curriculum Coordinating Council to formulate course objectives to recommend to the Board for adoption.
- C. A teacher shall be acting within his certified area in accordance with accepted and/or adopted curriculum and courses of study.
- D. The teacher shall submit an outline and/or request to his building principal or immediate supervisor prior to using resources not prescribed by adopted curriculum or courses of study, when in the opinion of the teacher the resources may be of a controversial nature.
- E. The teacher must exercise responsibility and prudence, and must realize that teaching in an elementary or a secondary school places special responsibility upon the teacher to carefully consider the maturity level of the student and the special circumstances that surround the teaching/learning relationship.

#### ARTICLE XXI - TEACHER PROTECTION

- A. The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom, on the school property and during all school sponsored events. The Association pledges the support of all teachers in enforcing the published rules and regulations of the school district as they apply to students.
- B. Each building principal shall review the discipline policy with the building staff at the initial staff meeting.

- C. 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 shall notify the principal's office by the end of that working day. The written particulars shall be furnished to the principal's office no later than one (1) working day following the incident.
- D. Suspension of students from school may be imposed only by a principal or the designated representative. School authorities shall endeavor to achieve correction of student misbehavior through counseling and interviews with the child and his parents when warranted.
- E. Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board shall provide legal counsel to advise the teacher of his rights and obligations with respect to such assault. Provided the teacher is not in violation of any published Board policy or any published administrative regulations, the Board of Education and its designated representatives shall render assistance to the teacher in connection with the handling of the incident by law enforcement and judicial authorities.
- F. If any teacher is complained against or sued as a result of any action taken by the teacher while in pursuit of his employment, the Board shall provide and render all necessary assistance to the teacher in his defense, provided the teacher has not violated any published Board policy or any published administrative regulation.
- G. Time lost by a teacher in connection with any job related incident mentioned in this Article shall not be charged against the teacher, provided the time lost is not due to the misconduct or negligence of the teacher.
- H. When the employer becomes aware of an incident or receives a complaint regarding an employee which may result in disciplinary action against the employee, the employee will be notified within five (5) work days of receipt of the information or complaint that the incident or complaint is under investigation.

#### ARTICLE XXII - PROFESSIONAL BEHAVIOR

- A. Teachers shall comply with rules, regulations, and directions adopted by the Board or its representatives which are not inconsistent with the provisions of this Agreement.
- B. The Association recognizes that abuses of paid leave or other leaves, tardiness or absence, willful deficiencies in professional performance, or other violations of discipline by a teacher reflect adversely upon the teaching profession and create undesirable conditions in the school building. If a teacher's previous attendance record deems it to be warranted, all paid leaves may be subjected to prior verification by the employer.
- C. A teacher, upon request, shall be entitled to have present an Association Representative when the teacher is being disciplined or questioned regarding a matter for which there is reason to believe that disciplinary action against the teacher being questioned may result. The teacher shall be notified when any meeting is to administer disciplinary action.

- D. Teachers shall not be disciplined, reprimanded, or reduced in rank or compensation without just cause. This entails implementation of progressive discipline. Any such discipline, reprimand, or reduction in rank or compensation asserted by the Board or representative thereof shall be subject to the grievance procedure. No teacher shall be disciplined in the presence of students or other teachers. All information forming the basis for disciplinary action will be made available to the teacher and the Association.

### ARTICLE XXIII - CLASSROOM EVALUATION PROCESS

I. Definition of Terms

Evaluation Process: A pre-conference, a classroom observation, a classroom evaluation and a post-conference.

Pre-conference: The meeting between the evaluator and the teacher before the classroom observation to discuss curriculum and classroom implementation and/or areas to be observed.

Classroom Observation: The classroom visitation by an administrator for the purpose of gathering information for a classroom evaluation.

Classroom Evaluation: The evaluation form completed by an administrator and based on the classroom observation.

Evaluation Form: See Appendix E.

Post-conference: The meeting between the evaluator and the teacher after the classroom observation to discuss the observation and evaluation.

Mentor Program: A program that may be implemented by the evaluator or the teacher to provide assistance to a teacher who has been found to be deficient in any aspect(s) of classroom performance. The evaluator and the teacher may mutually agree on the mentor teacher. If mutual agreement does not exist, the following procedure will be used: The teacher shall submit a list of six (6) tenured teachers of the district who are willing to render assistance. The evaluator shall choose one of the six (6) tenured teachers to render assistance. The assisting teacher shall meet with the evaluator and the teacher seeking assistance to discuss strategies for improvement in any deficient area(s). Released time of not less than two (2) work days shall be provided to observe and/or counsel with the teacher regarding the noted discrepancies. The assisting teacher shall not be required to testify against the teacher in the event subsequent actions are taken against the teacher involving the noted deficiencies.

Immediate Supervisor: Administrator of the building where teacher spends the majority of time.

## II. Procedure

- A. Evaluations shall be the responsibility of the immediate supervisor. Evaluations shall be completed by principals who have at least teacher certification. Whenever deficiencies have been noted in an evaluation and repeated in a subsequent evaluation, another administrator can conduct the evaluation process when requested by the immediate supervisor or the teacher.
- B. The building administrator or immediate supervisor shall present a copy of the evaluation form to each teacher within the first week of the school year.
- C. Prior to the classroom observation, a pre-conference shall take place.
- D. All evaluations shall be based on criteria presented in the evaluation form.
  - 1. The classroom observation will be conducted openly and with full knowledge of the teacher and may be unannounced. The teacher shall not be required to make any special preparations for the classroom observation.
  - 2. No electronic devices shall be used for the classroom observation without the knowledge and consent of the teacher.
  - 3. No observation shall be less than 30 continuous minutes in length to assure that the administrator can develop a meaningful impression in regards to performance.
- E. The performance of all teachers shall be evaluated in writing as follows:
  - 1. All tenured teachers shall be evaluated at least one (1) time every two (2) years.
  - 2. All probationary teachers shall be evaluated at least three (3) times per year.
  - 3. All evaluations shall be completed on or before March 1.
  - 4. All classroom evaluations must be recorded on a Classroom Evaluation form.
- F. The teacher shall receive three (3) copies of the completed Classroom Evaluation form no later than five (5) working days following the date of the observation. The teacher shall return two (2) copies to the evaluator within five (5) working days of receipt.
- G. Within five (5) school days after receipt of the evaluation form, a post-conference shall be held. In the event a teacher disagrees with the evaluation, he may put his objection in writing within five (5) working days of the post-conference. Evaluation forms and attachments will be distributed as follows:

Original to teacher  
One (1) copy to personnel file  
One (1) copy to evaluator

- H. Whenever the administrator finds a teacher deficient in any aspect(s) of classroom performance during or between the formal classroom evaluation processes, each deficiency shall be set forth in specific terms in writing to the teacher. Suggestions as to how improvement may be achieved and what assistance will be given shall be included. Accompanying each noted deficiency shall be a description of the level of performance which will reasonably satisfy the evaluator. The evaluator will specify the assistance which will be provided the teacher by the district in overcoming each deficiency. The evaluator shall confer informally on a periodic basis with the teacher in order to monitor implementation of the improvement plan.
- I. In subsequent evaluation reports, comment shall be made upon specific deficiencies noted in the previous evaluation reports.
- J. In the event a probationary teacher is not continued in employment, the Board will furnish such teacher with a written statement of why employment was terminated.
- K. Study or group scores on tests of academic progress or review of success rates for any program objectives shall not be used in any description of deficiencies noted in formal classroom evaluations or in any description of the level of performance which will reasonably satisfy the evaluator. Questions which may arise as a result of review of such information could, however, stimulate areas for further exploration during the evaluation process.

### III. Personnel File

- A. The official file of every employee is maintained in the Personnel Office. This file includes all payroll information, evaluations, credentials, certification, contract information, all materials reflecting upon the character of the teacher's performance, etc.
- B. Any material not initiated by the teacher shall NOT be placed in the teacher's personnel file without prior knowledge of the teacher. Any material maintained by the district in any file which is found to be in error shall be corrected or expunged immediately.
- C. The date of inclusion shall be stamped on all materials placed on file in the Personnel Office.
- D. A teacher's personnel file remains with the Hartland School District. Credentials are maintained by the Placement Bureau of the teacher's college or university. An administrator can add to these credentials upon the teacher's request.
- E. Each teacher shall have the right, upon his request, to review twice each semester, those contents of his own personnel folder on file in the personnel office, which pertain to or are the result of any evaluation completed since the beginning of his employment in the Hartland Consolidated School District. Such review shall not include any confidential credentials from the teacher's college or university. Records for review shall be made available in the personnel office, and shall not be removed from said office. A representative of the Association may, at the request of the teacher, accompany the teacher in this review. The Superintendent or his designee must be present at such review. Removal or destruction of material contained in the file shall be grounds for immediate dismissal.



- F. All documentation of an oral warning or oral reprimand shall be expunged from a teacher's personnel file after a two (2) year period during which the same conduct has not been repeated. The duration of a two (2) year period shall be determined using dates of written documentation of incidents that result in discipline, not by the dates of occurrence of the incidents. Documentation of complaints against a teacher which do not result in disciplinary action shall not be placed in the teacher's personnel file.

#### ARTICLE XXIV - CONTINUITY OF OPERATIONS

- A. Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year, and the avoidance of disputes which threaten to interfere with such operation.
- B. The Association accordingly agrees that it will not, during the period of this Agreement, directly or indirectly, engage in or assist in any strike, as defined by Section I of the Public Employment Relations Act.
- C. The parties agree that they will not, during the period of this Agreement, directly or indirectly engage in or assist in any unfair labor practice as defined by Section 10 of the Public Employment Relations Act.
- D. Should scheduled student instruction days be canceled due to inclement weather or other conditions which make it impractical to hold classes, teachers shall not be required to report and those canceled student instruction days necessary to be rescheduled to receive state aid funding for the day will be rescheduled and worked by teachers as a student instruction day as originally constituted without additional compensation. Otherwise, on canceled student instruction days which are not required to be rescheduled to receive state aid funding, for the day, teachers will not be required to report and will not be reduced in compensation or required to work a rescheduled day in its stead.

#### ARTICLE XXV - INSURANCE PROTECTION

Pursuant to authority set forth in Section 1255 of the School Code of 1976 as amended, the Board agrees to furnish to all teachers having a one-half ( $\frac{1}{2}$ ) time or greater assignment except as provided in paragraph K, the following insurance coverage:

- A. The Board shall make payment of insurance premiums to assure insurance coverage for each employee from MESSA for the Super Care I medical insurance program. The Board shall pay each covered teacher for the deductible amount of his Super Care I health insurance plan, and also \$25.00 toward the prescription co-pay. Said deductible will be paid by the beginning of the deductible year as set by MESSA or within 30 days of hire for new or returning employees.

Beginning no earlier than Januar 1999 the deductible will be 100/200 with a \$5 prescription co-pay. The Board shall pay 75/125 and \$25 toward prescription co-pay.

Beginning January 2000 the Board shall pay 50/100 and \$25 toward prescription co-pay.

- B. The Board shall make various insurance options of the health insurance carrier available to all teachers and provisions for payroll deduction of the cost of such options shall be made. The programs available shall be determined by the carrier.
- C. The Board shall provide group life insurance protection in the amount of \$70,000 per teacher, inclusive of life insurance provided from any employer paid benefit, that will be paid to the teacher's designated beneficiary. In the event of accidental death, the insurance will pay double the specified amount.
- D. The Board shall make payment of insurance premiums to assure insurance coverage for each employee for the MESSA Delta Dental Care coverage Plan E-07.
- E. The Board shall provide long-term disability insurance protection for teachers, which shall provide a benefit of 66 2/3 per cent of the teachers' monthly contractual salary based upon Appendix A, excluding additional compensation for extra duties, up to a maximum benefit of \$2,500 per month. Benefits shall begin upon the expiration of 90 calendar days or accumulated sick leave, whichever is greater. The terms and conditions of the plan shall not be less than the plan in effect on June 30, 1981. Effective September 1, 1994, the maximum monthly benefit shall be increased to \$3,500.00 from \$2,500.00, as necessary to assure a 66 2/3% monthly maximum benefit.
- F. Effective September 1, 1989, the above insurance protections shall be incorporated into the following MESSA PAK plan. Each eligible teacher shall select either Plan A or Plan B.

PLAN A - For employees taking health insurance

SUPER CARE I

Long-term Disability	66 2/3% \$3,500 maximum 90-calendar days' modified fill Freeze on offsets Alcoholism/drug addition - same as any other illness Mental/nervous 2 year
Delta Dental	E 07 (80/80/80: \$1,000 maximum per year - \$800 lifetime ortho)
Negotiated Life	\$65,000 AD&D (additional \$5,000 life insurance is included with Super Care D)
Vision	VSP-2

**PLAN B - For employees not taking health insurance**

Delta Dental	E 07 (80/80/80):	\$1,000 maximum per year - \$800 lifetime ortho)
Vision	VSP-2	
Negotiated Life	\$70,000 AD&D	
Long-term Disability	66 2/3%	
	<u>Same as above</u>	

- G. Where husband and wife are employed by the Board, the Board shall not be obligated to pay premiums which would result in duplication or overlapping coverage. Where applicable, one teacher shall be designated as the insured and dependent shall be at the option of the teacher involved.
- H. The provisions of the Article shall become effective on February 1, 1989 and the Board shall make premium payments for the month of February for all teachers who qualify for insurance for that month. Proper filing of insurance applications shall be the responsibility of the individual teacher. New employees will receive insurance benefits upon qualification within 30 days of their employment. Board insurance contributions will continue each month through the duration of this Agreement for all teachers who are fulfilling the terms of their contracts with the Board and are not in violation with the provisions of the Master Agreement.
- I. The Board will provide to teachers not taking the MESSA Super Care I or option A of the MESSA PAK plan a cash option equal to 93.35% of the single subscriber premium rate for Super Care II. Any tax incidence due to implementation of this provision shall be the responsibility of the employees. (The Employer is responsible for the Employer portion of F.I.C.A.)
- J. A teacher having less than one-half (1/2) time assignment shall receive a pro-rated dollar amount of the total cost of the insurance coverages provided to a full-time teacher, to be applied toward non-taxable insurance or annuity programs.
- K. The Board's insurance benefit obligation for two teachers sharing a position shall be no more than it would be for one (1) full-time teacher. Should the job sharing teacher(s) elect to contribute monies for up to full-time benefits, it shall be allowed within the rules and regulations of the carrier and the IRS.
- L. A section 125 plan will be in place by July, 1999 which will provide pre-tax dollars to be used for child/dependent care and medical expenses

**ARTICLE XXVI - PROFESSIONAL COMPENSATION**

- A. The basic salaries of teachers covered by this Agreement are set forth in Appendix A which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the designated periods. The salary schedule is based upon the regular school calendar as set forth in Appendix C and the normal teaching assignment as defined in this Agreement.

- B. Upon initial employment, teachers shall be placed on the salary schedule at the step agreed upon by the teacher and the Superintendent, not to exceed credit for all previous teaching experience. Two (2) years of credit on the salary schedule shall be granted to teachers holding permanent vocational certificates or having full Vocational Authorization, provided that this shall apply only when said teacher is teaching within the area for which he is vocationally certified and in a program which has been authorized and receives added cost funding by the State Department of Education.
- C. While teachers are on layoff, and if the Board implements a permanent substitute position, teachers on layoff shall be given first opportunity to perform those duties and if accepted by the teacher on layoff, that teacher shall be paid on the basis of a regular classroom teacher.
- D. Salary adjustments will be made twice yearly on the first payroll of each semester for advanced study. Written applications must be on file by September 1 or prior to the start of the second semester. Official transcripts must be filed prior to October 1 or March 1. All applications and transcripts must be on file with the Superintendent or his designee. If it is impossible to meet the dates for filing official transcripts, those dates shall be extended.
- E. Teachers who substitute or teach during their conference/planning period shall be paid one-sixth (1/6) of their daily base salary as additional compensation.
- F. Teachers employed for 12 months will receive thirteen-tenths (13/10) of their base salary as compensation for such employment. Teachers employed for additional days beyond the regular school year shall be paid at the daily rate of 1/185 of their base salary as additional compensation for such employment.
- G. Teachers employed immediately before the regular school year under the provisions of Article V, Section E, shall be compensated on the basis of the salary schedule for the impending school year.
- H. At the beginning of the school year or upon employment during the school year, each teacher shall elect one of the three options for receiving their salary listed below:
  - 1. 26 pays, to be paid once every two weeks
  - 2. 21 pays, to be paid once every two weeks
  - 3. 21 pays, each equal to 1/26 of their regular salary with one lump sum summer paycheck on the 21st payment.
- I. Teachers shall be compensated at the mileage rate established by the Board of Education for all employees of the school district for the expense of operating their personal vehicle for school business.
- J. For any payday which falls during a school holiday recess period and not more than three (3) days from the last work day prior to the holiday recess, paychecks will be issued on the last work day prior to the holiday recess. For any payday which falls during a school holiday recess period and is more than three (3) days from the last work day prior to the holiday recess, paychecks will be mailed to teachers in time to arrive on the appropriate day in the normal course of the mail. Summer paychecks for those teachers who choose the 26 pay option will be mailed to the teacher at Board expense.

- K. Teachers who are at the maximum step on any tract of Schedule A, Base Salary Schedule, except the BA tract, shall be paid an additional sum of ten dollars (\$10.00) times the number of sick leave days beyond 100 days accumulated by the teacher as of the end of the previous school year. This sum will be added to the teacher's base contracted salary and paid out accordingly.
- L. Individual contracts of employment issued to teachers shall be those which are attached to this Agreement as Appendixes G and H.
- M. When a teacher is voluntarily placed in a part time position, or a shared time position that is pursuant to Article XXX, the experience that they accrue in that position shall be prorated for the purpose of placement on the salary schedule. For example, if a teacher at a salary step less than the maximum of their column opts for a half-time position, the following year that teacher shall be paid at a rate  $\frac{1}{2}$  way between the step they were on and the step they would have moved to had they been in a full-time position. This does not apply to teachers who are placed in a part-time position involuntarily. This paragraph will take effect beginning with the 1995/96 school year.

#### ARTICLE XXVII - GRIEVANCE PROCEDURE

- A. A claim by a teacher or the Association that there has been a violation, misinterpretation or misapplication of any provision of this Agreement may be processed as a grievance as hereinafter provided.
- B. In the event that a teacher or agent of the Association believes there is a basis for a grievance, he shall first discuss the alleged grievance with his building principal either personally, or accompanied by his Association Representative.
- C. If, as a result of the informal discussion with the building principal a grievance still exists, he may invoke the formal grievance procedure on the form set forth in annexed Appendix D, signed by the grievant and a representative of the Association, which form shall be available from the Association Representative in each building. A copy of the grievance form must be delivered to the principal within 20 school days of the date the incident giving rise to the grievance occurred or the date the facts forming the basis of the grievance became apparent and recognizable to a reasonably prudent person exercising ordinary care and diligence in pursuit of his business interests or union affairs if filed by the Association. If the grievance involved more than one school building, it may be filed with the Superintendent or a representative designated by him.
- D. Within three (3) school days of receipt of the grievance, the principal shall meet with the Association's representatives in an effort to resolve the grievance. The principal shall indicate his disposition of the grievance in writing within three (3) school days of such meeting, to the Association.

- E. If the Association is not satisfied with the disposition of the grievance, or if no disposition has been made within three (3) school days of such meeting, the grievance shall be appealed within four (4) school days by the Association to the Superintendent and the Secretary of the Board.

Within four (4) school days the Superintendent or his designee shall meet with the Association's Representative on the grievance and shall indicate his disposition of the grievance in writing within seven (7) school days of such meeting to the Association. If no disposition has been made to the Association within seven (7) school days of such meeting, the relief sought by the Association shall be granted.

- F. If the Association is not satisfied with the disposition of the grievance by the Superintendent or his designee, the Association may submit the grievance to binding arbitration before an impartial arbitrator by filing a demand for arbitration with the American Arbitration Association within 30 school days from the date of the disposition of the Superintendent or his designee.

- G. The arbitrator shall be selected according to the rules and procedures of the American Arbitration Association which shall likewise govern the conduct of the hearing. The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to, or subtract from the terms of the Agreement.

Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction. The fees and expenses of the arbitrator shall be shared equally by the parties.

- H. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, the parties shall use their best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.

Notwithstanding the expiration of this Agreement, any grievance arising within its term of effectiveness may be processed through the grievance procedure until resolution.

- I. If an individual teacher has a grievance which he desires to discuss with a supervisor, he is free to do so without recourse to the grievance procedure. However, no formal grievance shall be processed without sanction of the Association, nor shall any disposition be inconsistent with the terms of this Agreement. In the administration of the grievance procedure, the interest of the teachers shall be the sole responsibility of the Association.

- J. Teachers who are necessary participants in an arbitration hearing as an Association Representative or witness in the proceedings shall be released from duty without loss of pay for the time necessary to represent or testify as the case may be, provided the hearing is held in district facilities and no more than eight (8) teachers are afforded release time at the same time.

## **ARTICLE XXVIII - NEGOTIATION PROCEDURES**

- A. Representatives of the Board and the Association will meet quarterly for the purpose of reviewing the administration of the contract and to resolve problems that may arise. These meetings are not intended to bypass the grievance procedure.
- B. Each party will submit to the other on or before Friday prior to the meeting, an agenda covering what they wish to discuss.
- C. All meetings between the parties will regularly be scheduled to take place as promptly as possible at times when the teachers involved are free from assigned instructional responsibilities, unless otherwise mutually agreed.
- D. Should such a meeting result in a mutually acceptable amendment of the Agreement, then the amendment shall be subject to ratification by the Board and the Association.
- E. Upon request of either party, on or after April 1, preceding the termination of this Agreement, negotiations shall commence not later than 30 days after receipt of such request by the other party, for the purpose of fulfilling the mutual obligation to negotiate in good faith regarding a successor Agreement. Neither party shall be obligated to engage in such negotiations prior to such request.
- F. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals and make concessions in the course of negotiations. Both parties agree to submit the final agreement for ratification to the appropriate governing bodies on the same calendar date. After ratification by both parties, their representatives shall attach their signatures to the ratified agreement within 24 hours of ratification.
- G. There shall be three (3) signed copies for purposes of record: One retained by the Board, one by the Association, and one by the Superintendent.

## **ARTICLE XXIX - MISCELLANEOUS PROVISIONS**

- A. This Agreement shall constitute the full and complete commitment between both parties and may be altered, changed, added to, deleted from, or modified, only through the voluntary, mutual consent of the parties in written and signed amendment to this Agreement.

- B. Any individual contract between the Board and an individual teacher heretofore executed shall be subject to and consistent with the terms and conditions in this Agreement. If an individual contract contains any language inconsistent with the Agreement, this Agreement during its duration shall be controlling. Upon employment by the Board, each new teacher shall be given a copy of the Master Agreement between the Board and the Association. Signing of the individual contract of employment by the teacher shall constitute agreement with the proper placement on the salary schedule provided that corrections may be made at any time during the term of that contract consistent with the information supplied to the administration upon signing.
- C. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms.
- D. If any provision of this Agreement or any application of this Agreement to any employee or group of employees shall be found contrary to law, then such provision 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. Such specific provision or application shall be subject to renegotiation upon the demand of either party. Implementation of any and all State laws with respect to hours, wages, or any terms or conditions of employment of Association members shall be subject to provisions of Article XXVI. (Our intent is not to open the contract, but to retain the right to bargain any changes that affect us.)
- E. The Board shall furnish printed copies of this Agreement entitled "Master Agreement between the Hartland Consolidated School District and the Washtenaw-Livingston Education Association - MEA/NEA", to all teachers employed by the Board. One hundred (100) copies shall be furnished to the Association for its use.
- F. The Board shall provide a staff directory with names, addresses, and phone numbers (unless the staff member requests an unlisted number) for each teacher as early as possible in the fall of each year.

### ARTICLE XXX - JOB SHARING

- A. With the approval of the Board, two (2) teachers may at their option agree to share a position that otherwise would be performed by a single bargaining unit member. A maximum of five (5) full-time positions for the purpose of job sharing may be made available. During the period of sharing a position, the teachers shall retain all rights of other teachers not sharing positions unless those rights are specifically altered in this Article.
- B. All teachers electing to participate in a job sharing position shall receive salary as described in Article XXVI, paragraph M, and insurance benefits as described in Article XXV, paragraph K. The teacher participating in job sharing shall receive prorated business days and sick days.



- C. It shall be the responsibility of the teachers involved in a shared position to arrange for meeting their responsibilities with respect to parent/teacher conferences, attendance at teacher meetings, and in-service activities with their building principal.
- D. By May 1 teachers shall notify the Board of their interest in applying for a shared position or continuing a current shared position for the following school year. The Board will respond no later than June 1 to all requests for shared positions. Job sharing positions shall terminate at the end of each school year, if indicated in writing by either teacher involved. Upon return from a shared position, provided that the teacher returning has greater seniority than the teacher filling the position and/or the position has not been eliminated, a teacher shall be placed in the same position as he held prior to taking the shared position.
- E. Teachers sharing a position may, with the approval of their building principal, agree to substitute for one another at no pay, in which event there will be no deduction in sick leave or business leave for the absent teacher.

#### ARTICLE XXXI - SITE BASED DECISION MAKING

- A. The Board and the Association agree that employee participation in decision making is a goal which can provide positive results for education. Site-based decision making is a process for involving employees in decision making through joint planning and problem solving. The provisions which follow are agreed to for the purpose of establishing the expressed conditions which shall govern any and all plans, programs, or projects included in the terms, site-based decision making, building-based decision making, school improvement, effective schools or other similar programs which hereafter will be referred to as SBDM.
- B. The SBDM plan shall establish no authority to modify in any manner the scope of collective bargaining between the Board and the Association, nor shall any SBDM committee engage in collective bargaining. The collective bargaining agreement shall not be modified either formally or informally in connection with the implementation of activities associated with SBDM plans except as agreed in writing by the Board and Association.
- C. If SBDM meetings or activities are scheduled during an employee's regular work day, the employee shall be released from duties without loss of time or pay to attend the meetings. Staff meetings may be used for SBDM meetings. If SBDM meetings or activities are scheduled beyond an employee's regular work day and/or year, the work shall be voluntary on the part of the employee.
- D. The Board will be responsible for funding of all costs related to SBDM plan activity.
- E. The Association reserves all rights that it may have, under law or the collective bargaining agreement, to bargain with the Board before any action is taken that affects the bargaining unit member.

## ARTICLE XXXII - LEAST RESTRICTIVE ENVIRONMENT

Upon signing of this agreement, the employer shall immediately meet with the Association and fully advise it regarding the history and status of all current or prospective planning activities relating to the implementation of the least restrictive environment (LRE) concept throughout the intermediate school district, the district, or any portion thereof. Whether such planning has commenced or not, from the signing of this agreement forward, whenever such planning activities occur, the employer shall ensure that the Association shall be a full participant in any planning process involving the district, as well as in the formulation and presentation of employer's position as a part of any such planning activities involving the intermediate school district.

Such participation shall neither expressly nor by implication be deemed to be a waiver of the Association's right to bargain any working condition in accordance with its responsibilities pursuant to the Public Employment Relations Act, as amended.

**ARTICLE XXXIII - DURATION OF AGREEMENT**

This Agreement shall be effective as of December 14, 1998 and shall continue in effect until August 31, 2000. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

WASHTENAW-LIVINGSTON EDUCATION ASSOCIATION, MEA/NEA

By: Judy Dupuis  
Its President

By: Barbara J. Cameron  
Its Unit Director

By: John R. Deyer  
Chief Negotiator

By: Daniel S. Miskis  
Negotiator

By: Liane M. Murdy  
Negotiator

By: Patricia A. Brandstatter  
Negotiator

By: Martha P. Mullen  
Negotiator

By: Don Z. Fay  
Negotiator

By: Kirk Taylor  
Negotiator

HARTLAND CONSOLIDATED SCHOOLS' BOARD OF EDUCATION

Joe Heel  
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Trustee

Mark E. Hornum  
Trustee

Nora G. Kessel  
Trustee

**APPENDIX A  
SALARY  
1998 - 99 BASE SALARY SCHEDULE**

YEARS	BA	BA+10	BA+20	BA+30/MA	MA+15	MA+30	MA+45/SP
1	31243.28	32,285	33,361	34,473	36,197	38,006	39,907
2	32,805	33,899	35,029	36,197	38,006	39,907	41,902
3	34,446	35,594	36,780	38,006	39,907	41,902	43,997
4	36,168	37,374	38,619	39,907	41,902	43,997	46,197
5	37,976	39,242	40,550	41,902	43,997	46,197	48,507
6		41,204	42,578	43,997	46,197	48,507	50,932
7		43,265	44,707	46,197	48,507	50,932	53,479
8		45,428	46,942	48,507	50,932	53,479	56,153
9		47,699	49,289	50,932	53,479	56,153	58,960
10		50,084	51,754	53,479	56,153	58,960	61,908
11				56,153	58,960	61,908	65,004

**1999 - 00 BASE SALARY SCHEDULE**

YEARS	BA	BA+10	BA+20	BA+30/MA	MA+15	MA+30	MA+45/SP
1	31,986.87	33,053	34,155	35,293	37,058	38,911	40,856
2	33,586	34,706	35,863	37,058	38,911	40,856	42,899
3	35,266	36,441	37,656	38,911	40,856	42,899	45,044
4	37,029	38,263	39,539	40,856	42,899	45,044	47,296
5	38,880	40,176	41,515	42,899	45,044	47,296	49,661
6		42,185	43,591	45,044	47,296	49,661	52,144
7		44,294	45,771	47,296	49,661	52,144	54,752
8		46,509	48,059	49,661	52,144	54,752	57,489
9		48,834	50,462	52,144	54,752	57,489	60,364
10		51,276	52,985	54,752	57,489	60,364	63,382
11				57,489	60,364	63,382	66,551

DESIGNATED AMOUNTS ARE SUBJECT TO MUTUAL CONFIRMATION OF PERCENTAGE INCREASE

I. Salary Schedule

- A. To determine the 1998 - 1999 salary schedule, the entire previous salary schedule shall be increased by 2.275%. This increase shall be paid retroactive to the first pay of 1998 - 99. The monies owed for the pays already gone by shall be paid in one lump sum in the first available pay. The rest of the raise will be divided equally into then remaining pays.
- B. To determine the 1999 - 2000 schedule, the entire previous salary schedule shall be increased by 2.38%

II. For teachers hired after June 30, 1997, the MA+45/Spec tract of the salary schedule will not be available. This shall not limit the availability of this tract for those on the teachers' seniority list before June 30, 1997. It is understood that this topic shall be a subject of bargaining in the future.

III. The provisions of the paragraphs below shall be in effect annually beginning with the 1994/95 school year.

- A. Teachers with 15 years of service to the Hartland Consolidated School District will receive an additional 1.5% of MA, step 11.
- B. Teachers with 20 years of service to the Hartland Consolidated School District will receive an additional 3.0% of MA, step 11.
- C. Teachers with 25 years of service to the Hartland Consolidated School District will receive an additional 6.0% of MA, step 11.
- D. Teachers may elect to receive longevity pay as an addition to their base salary or as a lump sum to be paid on the first pay date after the end of first semester.
- E. Teachers retiring after the age of 55 will receive a retirement allowance equal to the number of years of service to the Hartland Consolidated School District multiplied by 0.12% of MA, step 11.
- F. The district shall, as a benefit to the teacher, pay the teachers' contribution to the Michigan School Employees' Retirement Fund.

## APPENDIX A1 - SALARY INFORMATION

- A. To qualify for the BA tract of the schedule, the teacher must hold a baccalaureate degree from a college or university approved by the Michigan Department of Education for teacher preparation, and hold a valid Michigan teaching Certificate. Teachers holding degrees from other colleges or universities may qualify by having their credits accepted by an approved school.
- B. To qualify for the BA+10, 20, or 30 tract of the schedule, the teacher must meet the qualifications for the BA tract, and submit evidence of successful completion of indicated hours of graduate credit beyond the baccalaureate degree.
- C. To qualify for the MA tract of the schedule, the teacher must hold a Master's degree in school administration, guidance and counseling, or a subject field recognized by the State of Michigan for certification. The degree must be from a college or university that meets the same requirements as outlined by the BA tract.

To qualify for the MA+15, 30, or 45/Specialist tract, a teacher must meet the requirements of the MA tract, hold a valid Michigan teaching certificate and present evidence of the successful completion of the indicated hours of credit contemporaneously or after the requirements for the MA degree are completed.

- D. A certified transcript must be on file at the Central Office as evidence of successful completion of graduate hours.
- E. College or university credit for other than graduate courses may be approved by the Superintendent prior to enrollment in the course. A committee of Association members and administration may review the course and make a recommendation to the Superintendent.
- F. Teachers who have earned credit hours prior to January, 1987 shall have those credits applied toward salary tract adjustments according to standards in effect prior to September 1, 1986, and shall thereafter maintain those credit hours. Such hours must be confirmed with the Superintendent by July 1, 1987 to be preserved.

**APPENDIX B**

The designation of an activity in this Appendix does not require that it shall be implemented or that if implemented will be filled by a unit member for pay. The Board shall retain the right to fill the position with anyone it deems qualified to fill the position, either for pay or on a volunteer basis. The following shall be the schedule for unit members performing duties as indicated:

**I. ATHLETICS**

A. Sport	High School		Middle School	
	Varsity	Asst. Var.		
Football	11%	8%		
Basketball	11%	8%	6%	
Wrestling	11%	8%		
Ice Hockey	11%			
Baseball	9%	7%		
Track	9%	7%	6%	
Cross Country	5.5%			
Golf	6.5%			
Tennis	9%	7%		
Softball	9%	7%	3%	
Volleyball	11%	7%	3%	
Soccer	9%	7%	6%	
Skiing	5.5%			
	Varsity	J. Var.	Freshman	Middle School
Cheerleading				
Fall	4%	3%	3%	2%
Winter	4%	3%	3%	2%
	HHS	FMS	ELEM	
Intramurals	3%	3%	3%	

- B. Percentages are based upon the number of years of coaching experience in that sport, and to be applied to the base level of the BA tract (first year through five years on BA tract, succeeding years on BA+10 tract). Incoming coaches will be given up to five years of experience credit, and full credit after being granted teacher tenure.
- C. Payment is to be made in a lump sum at the end of the respective season after inventory is made, equipment stored, and the material requisition for the following season is filed with the principal by the athletic director.

Authorization for payment shall be submitted to payroll to later than two (2) weeks after the necessary reports have been filed with the athletic director.

Upon request of the employee, payment shall be made in a manner which will minimize the deduction for income tax purposes, provided it is within the capabilities of the data processing system and legally permissible.

- D. It shall be the responsibility of the athletic director to provide a complete job description for each coach and Association two (2) weeks prior to the opening of that sport season. The job description shall include a list of the rules and regulations for the Hartland Athletic Department, expected duties and responsibilities of the coach and a complete schedule for availability of practice facilities and athletic contests.
- E. It shall be the function of the athletic director to provide written evaluations of each coach listed in Appendix B. Evaluations shall be based on direct observation of the coaches' performances by the athletic director or his designee. The Coaches' Evaluation Form in Appendix F shall be used as the basis of all evaluations. Within ten (10) school days after the evaluation, the athletic director shall hold a conference with the coach for the purpose of discussing the evaluation. Each coach shall be evaluated at least twice during his/her sport season.
- F. Approved summer programs will be compensated at \$150.00 per coach and will be paid at the conclusion of the program. The description for each approved summer program shall be provided to the coach involved and included in the job description for the coach's position if the summer program is mandatory.

II. CO-CURRICULAR ACTIVITIES

A. Activity	Percentage
Dramatics - High School Middle School	5% per play maximum of 3 5% per play maximum of 3
Debate/Quiz Bowl	5% (Asst. 3%)
Forensics	5% (Asst. 3%)
Yearbook - High School	5%
Instrumental Music - High School	10%
Instrumental Music - Middle School	7%
Instrumental Music - Elementary	4%
(After-school practices, concerts, festivals, football and basketball games, graduation, summer camp, marching band)	
Hartland Art Show Director	2%



Science Olympiad (1 HS, 2 MS)	2%
Science Fair (1 each EL, 1 MS)	2%
Social Studies Olympiad	2%
Citizen Bee	2%
Optimists' Oratorical Contest (1)	2%

- B. Percentages are based on the number of years sponsoring or teaching the designated co-curricular activity in the Hartland Consolidated Schools, applied to the base level of the BA tract (first year through five years on the BA tract, and succeeding years on the BA+10 tract).
- C. The percentages are to be paid in addition to the teacher's contracted salary in equal amounts according to the method selected by that teacher for regular payment of salary (either in 21 or 26 paychecks) or as a lump sum after completion of the sponsored event. When payment is made over 21 or 26 paychecks, this amount shall be indicated on the individual contract that the teacher receives as a rider to that contract as consideration for the additional co-curricular activities.

III. DEPARTMENT CHAIRPERSONS

- A. Each department chairperson shall receive as compensation for his work in district-wide curriculum development an amount above his base salary, calculated by applying 8% to the amount designated on the base salary schedule (Appendix A), which is on the salary tract of the department chairperson, at the experience step which corresponds to the number of years experience as a department chairperson to a maximum of three (3) years. Effective with the 1992-93 school year, department chairpersons shall receive 8% of the BA tract based on the number of years experience as department chair for years one through five, and on the BA+10 tract for succeeding years.
- B. The amount shall be paid in addition to the teacher's contracted salary in equal amounts according to the method selected by that teacher for regular payment of salary (either in 21 or 26 paychecks). This amount shall be indicated on the individual contract that the teacher receives as a rider to that contract as consideration for the additional curriculum development work.

IV. OTHER CO-CURRICULAR ACTIVITIES

A. Student Council Sponsor (1) Student Council 7/8 Grade Activities Coordinator (1)	2% at High School Middle School 8%
B. National Honor Society	1% at High School 0.5% at Middle School
C. Class Sponsors (2 each)  Senior Class Junior Class Sophomore Class Freshman Class	  5% 4% 3% 3%

D. Sponsors of clubs authorized by the district including, but not limited to: Spanish, French, German, Drama, Varsity, DECA, Ski, and Auto, will be paid 1%.

E. High School Student Activities Coordinator - 10%  
Middle School 6th Grade Student Activities Coordinator (1) - 2%

F. Outdoor Education Coordinator - 2.5% + J

G. Percentages are based on the number of years sponsoring or teaching the designated co-curricular activity in the Hartland Consolidated Schools, applied to the base level of the BA tract (first year through five years on the BA tract, and succeeding years on the BA + 10 tract).

The percentages are to be paid in addition to the teacher's contracted salary in equal amounts according to the method selected by that teacher for regular payment of salary (either in 21 or 26 paychecks) or as a lump sum after completion of the sponsored event. When payment is made over 21 or 26 paychecks, this amount shall be indicated on the individual contract that the teacher receives as a rider to that contract as consideration for the additional co-curricular activities.

H. Driver Education Instructors - 0.075% of BA 1 per hour

I. Vocal music instructor will be paid 0.4% of BA 1 for each concert. 0.1% of BA 1 will be paid to the director each time he accompanies a choral group to any event authorized by the building principal.

J. Each teacher who participates in the outdoor education program will be compensated as follows:

0.12% of BA 1 per evening  
0.20% of BA 1 per overnight

K. Saturday School supervision - 0.07% of BA 1 per hour

L. Other approved activities not otherwise compensated, shall receive 0.07% of BA 1 per night. All dances shall have a minimum of four (4) sponsors.

V. ATHLETIC-RELATED POSITIONS

A. The athletic director will describe and set forth the duties of all athletic-related positions.

<p>B. Athletic-related positions:</p> <p>1. Ticket Manager:</p> <p>J.V. and Varsity Football and Basketball \$17 per night          Freshman Football \$12 per night          All other activities (including, but not limited to          Baseball, Track, Wrestling and Middle School          Events) \$12 per night</p>	
<p>2. Ticket Sellers and Takers</p>	<p>\$12 per night</p>
<p>3. High School or Middle School Track Meet Manager</p>	<p>\$22 per meet</p>
<p>4. Crowd Control</p>	<p>\$12 per night</p>
<p>5. Bus Sponsors</p>	<p>\$17 per night</p>
<p>6. Timers and Scorers:</p> <p>J.V. and Varsity Football and Basketball \$17 per night          Freshman Football \$14 per night          Others (including, but not limited to Track,          Middle School Events, Freshman Basketball) \$12 per night</p>	

VI. Athletics and other activities are not subject to tenure, and the Board may drop any activity.

**APPENDIX C**  
**Calendar for 1998 - 1999**

New teachers report	Sept. 1
All teachers report	Sept. 2,3
No school for staff or students	Sept. 4
Student instruction days	Sept. 8 - Oct. 29
End of first marking period - <b>1/2 A.M. day for students</b>	October 30
Student instruction days	November 2 - 16
Parent/teacher conferences (3 hours following <b>1/2 A.M. student day</b> and 1/2 P.M. teacher prep)	November 17
Parent/teacher conferences (5-8 P.M. following reg. day)	November 18
Parent/teacher conferences during regular work day - <b>(NO SCHOOL FOR STUDENTS)</b>	November 19
Fall break <b>(NO SCHOOL FOR STAFF OR STUDENTS)</b>	November 20
Student instruction days	November 23 - 25
Thanksgiving recess <b>(NO SCHOOL FOR STAFF OR STUDENTS)</b>	November 26 - 27
Student instruction days	Nov. 30 - Dec. 10
<b>1/2 A.M. student day</b> /p.m. professional development for teachers	December 11
Student instruction days	December 14 - 18
Winter recess <b>(NO SCHOOL FOR STAFF OR STUDENTS)</b>	Dec. 21 - Jan. 1
Student instruction days	January 4 - 28
High school exams (1/2 day - A.M. - H.S. students only)	January 26 - 28
Teacher records day - end of 2nd marking period. <b>(NO SCHOOL FOR STUDENTS)</b>	January 29

**91 DAYS 1ST SEMESTER**

Student instruction days	February 1 - 11
<b>1/2 A.M. student day</b> /p.m. professional development for teachers	February 12
Mid-winter break <b>(NO SCHOOL FOR STAFF OR STUDENTS)</b>	February 15 - 16
Student instruction days	Feb. 17 - April 1
<b>ELEMENTARY ONLY</b> teacher conf./records 1/2 day (following 1/2 day - A.M. only - for <b>ELEMENTARY</b> students)	March 26
<b><u>NOTE: FULL DAY FOR FARMS &amp; HIGH SCHOOL STAFF/STUDENTS</u></b>	
Spring recess <b>(NO SCHOOL FOR STAFF OR STUDENTS)</b>	April 2 - 9
Student instruction days	April 12 - May 28
Memorial Day <b>(NO SCHOOL FOR STAFF OR STUDENTS)</b>	May 31
Student instruction days	June 1 - 18
High school exams (1/2 day - A.M. - HS students <u>only</u> )	June 16 - 18
Teacher records day ( <b>1/2 DAY FOR ALL STUDENTS</b> )	June 18
	<b>(LAST DAY OF SCHOOL)</b>

**89 DAYS 2ND SEMESTER**

1999 - 2000 calendar will be determined by a committee consisting of 3 teachers, from the negotiations team, 2 board members and one administrator.

## Calendar for 1999 - 2000

New teachers report	August 30
All teachers report	Aug 31 - Sept 1
No school for staff or students	Sept. 2-3
Student instruction days	Sept. 7 - 28
1/2 A.M. student day/p.m. professional development for teachers	Sept. 29
Student instruction days	Sept. 30 - Oct. 28
End of first marking period - 1/2 A.M. student day/ p.m. professional development for teachers	October 29
Student instruction days	November 1 - 9
Parent/teacher conferences (3 hours following 1/2 A.M. student day and 1/2 P.M. teacher prep)	November 10
Parent/teacher conferences (5-8 P.M. following reg. day)	November 11
Parent/teacher conferences during regular work day - <b>(NO SCHOOL FOR STUDENTS)</b>	November 12
Fall break <b>(NO SCHOOL FOR STAFF OR STUDENTS)</b>	November 15
Student instruction days	November 16 - 24
Thanksgiving recess <b>(NO SCHOOL FOR STAFF OR STUDENTS)</b>	November 25 - 26
Student instruction days	Nov. 29 - Dec. 22
Winter recess <b>(NO SCHOOL FOR STAFF OR STUDENTS)</b>	Dec. 23 - Jan. 2
Student instruction days	January 3 - 27
High school exams (1/2 day - A.M. - H.S. students only)	January 25 - 27
Teacher records day - end of 2nd marking period. <b>(NO SCHOOL FOR STUDENTS)</b>	January 28

### 92 DAYS 1ST SEMESTER

Student instruction days	Jan. 31 - Feb. 17
1/2 A.M. student day/p.m. professional development for teachers	February 18
Mid-winter break <b>(NO SCHOOL FOR STAFF OR STUDENTS)</b>	February 21 - 25
Student instruction days	Feb 28 - March 31
<b>ELEMENTARY ONLY</b> teacher conf./records 1/2 day (following 1/2 day - A.M. only - for ELEMENTARY students)	March 24
<b><u>NOTE: FULL DAY FOR MIDDLE &amp; HIGH SCHOOL STAFF/STUDENTS</u></b>	
End of third marking period	March 31
Student instruction days	April 3 - April 20
Spring recess <b>(NO SCHOOL FOR STAFF OR STUDENTS)</b>	April 21 - 28
Student instruction days	May 1 - May 26
Memorial Day <b>(NO SCHOOL FOR STAFF OR STUDENTS)</b>	May 29
Student instruction days	May 30 - June 16
High school exams (1/2 day - A.M. - HS students <u>only</u> )	June 14 - 16
Teacher records day (1/2 DAY FOR <u>ALL</u> STUDENTS)	June 16
	<b>(LAST DAY OF SCHOOL)</b>

### 88 DAYS 2ND SEMESTER

- A. 1. Professional development days shall be devoted to teacher participation in professional development activities including, but not limited to, teacher planning and preparation, grading and record work, curriculum study, and the upgrading of professional skills. The activities on the professional development half days shall be at the discretion of the school district if they so choose. Teacher input will be solicited at building staff meetings prior to finalization of plans for the professional development day. Teachers will be notified no later than 20 working days of the agenda for that day. Participation in these activities is mandatory. To insure that all professional development time is relevant and beneficial to each individual, waivers shall be granted to those showing competency in that activity. Additionally, waivers may be granted when an individual shows that the proposed activity is not relevant to the teacher's need.
2. On half (½) professional development days, students shall be released at or near the mid-point of the student day. Beginning in 1988-89 two (2) additional half (½) days of professional development may be scheduled, at the discretion of the Board, one in each semester. These additional half (½) days shall be mutually scheduled by the parties.
- B. Beginning with the 1994/95 school year each teacher shall be credited with two half (½) compensatory days per school year for the purpose of curriculum/professional development. This compensation time is to replace the two half days that were removed from the calendar. The scheduling of the curriculum/professional development days shall be done by the teacher. The content of the professional development time shall be pursuant to Appendix C, Paragraph A of the Master Agreement. The scheduling of the compensatory day shall be pursuant to Article XIX, Paragraphs A, B and C. A form developed by both parties shall be filled out by each employee taking a curriculum compensatory day.
- Intent: To replace the 2 curriculum/professional development half (½) days from the four previous calendars. Should this plan be discontinued, the two half days (total of 5 for professional development) shall be returned to the contract or an alternative acceptable to both parties implemented in its place.
- C. The building principal may require the teachers to attend, with 30 days' prior notification, one (1) full day or two (2) half (½) days of professional development per school year. All other professional development days shall be at the discretion of the teacher as provided for above. The Board at its discretion may schedule one (1) additional professional development day per school year for the 1990-91 through 1993-94 school years. If scheduled, teachers will receive notification prior to the start of the second semester unless otherwise mutually agreed between the parties. Teachers may be required to attend and shall be paid at their per diem rate based on a 185-day work year.
- D. The fall half (½) day conference preparation day shall be used for teacher preparation for the parent/teacher conferences.
- E. In the event it becomes necessary for a teacher to confer with any parent, the teacher shall make contact with that parent suggesting a personal meeting be arranged.
- F. Teacher records days shall be devoted to teacher work on grading of student work and the compilation of student records. Within this context, the use of this time shall be at the discretion of the teacher except that the teacher shall remain in the school building.
- G. The spring elementary half (½) day conference/records day shall be used for necessary parent/teacher conferences and/or record work. No records or report letters for the third marking period will be due until after the elementary conference/records day.
- H. No records or report letters for either semester will be due until after the records day for that semester.

- I. Student instruction days to be rescheduled pursuant to the provisions of Article XXIV, D. shall be rescheduled on the next available weekday date after the last scheduled student day unless otherwise mutually agreed between the parties.

**APPENDIX D**

**GRIEVANCE REPORT FORM**

Distribution:

Grievance # \_\_\_\_\_  
Hartland Consolidated School District

- 1. Superintendent
- 2. Principal
- 3. Association
- 4. Teacher

Submit in Duplicate to Principal

**GRIEVANCE REPORT**

Building	Assignment	Name of Grievant	Date Filed
----------	------------	------------------	------------

STEP I

- A. Date cause of grievance occurred \_\_\_\_\_
- B. 1. Statement of grievance (cite provisions violated) \_\_\_\_\_  
\_\_\_\_\_
- 2. Relief sought \_\_\_\_\_  
\_\_\_\_\_
- Signature \_\_\_\_\_ Date \_\_\_\_\_
- C. Disposition by Principal \_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_
- D. Position of Grievant and/or Association \_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_

STEP II

- A. Date received by Superintendent or Designee \_\_\_\_\_
- B. Disposition of Superintendent or Designee \_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_
- C. Position of Grievant and/or Association \_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_

STEP III

- A. Date submitted to Arbitration \_\_\_\_\_
- B. Disposition of Arbitrator \_\_\_\_\_  
Signature of Arbitrator \_\_\_\_\_ Date of Decision \_\_\_\_\_

NOTE: All provisions of Article XXVI of the Agreement will be strictly observed in the settlement of grievances. If additional space is needed in reporting Section B1 and 2 of Step I, attach an additional sheet.



**APPENDIX E**

Hartland Consolidated Schools

**CLASSROOM EVALUATION FORM**

Teacher \_\_\_\_\_ School \_\_\_\_\_ Date \_\_\_\_\_

Subject or Grade \_\_\_\_\_ Time In \_\_\_\_\_ Time Out \_\_\_\_\_

Instruction

S    US    NO

A. Knowledge of subject matter			
B. Use of lesson plans			
C. Challenges, encourages and guides critical thinking			
D. Leads pupils in solving problems			
E. Conducts discussions to encourage pupils to express ideas accurately and completely			
F. Helps to develop desirable work and study habits			
G. Makes clear assignments and direction with ample time allotment			
H. Uses a variety of methods in presenting subject matter, including Audio-Visual			
I. Provides for testing and summarization			
J. Recognition of student emotional, social and academic needs			

Management

A. Accuracy and punctuality in clerical work			
B. Responsibility regarding duties and routines			
C. Classroom control and management			
D. Physical appearance of classroom			
E. Use and care of equipment			

Continued

Classroom Evaluation Form - Continued

Personal Qualities

S US NO

A. Enthusiasm			
B. Adaptability			
C. Judgment			
D. Appearance (dress & grooming)			
E. Poise and Self Confidence			
F. Self Control			
G. Alertness			
H. Professional Relationships			

Ratings: S = Satisfactory  
 US = Unsatisfactory  
 NO = Not Observed

If any areas are checked "Unsatisfactory", additional comments shall be included to indicate why and how a teacher could improve. If a teacher so desires, he/she may include any comments about any areas. Additional pages may be attached to this form by either the observer or the teacher. Positive comments are also encouraged.

\_\_\_\_\_ Based upon this evaluation, the Evaluator finds the work of the teacher to be "Favorable".

\_\_\_\_\_ Based upon this evaluation, the Evaluator finds the work of the teacher to be "Unfavorable".

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

\_\_\_\_\_  
 Date

The teacher should sign and date all three (3) copies upon receipt and return two (2) copies to the Evaluator. Signature by the teacher signifies receipt of the Evaluation Form only.

\_\_\_\_\_  
 Teacher Signature

\_\_\_\_\_  
 Date

**APPENDIX F**  
**COACHES' EVALUATION FORM**  
Hartland Schools Athletic Department

Coach	Assignment	Building	Date
-------	------------	----------	------

**I. Personal Qualities**

	S	UN	NO
A. Principal			
B. Athletic Director			
C. Other Coaches			
D. Teaching Staff			
E. Community			
F. Media			
G.			

**II. Professional Responsibilities**

A. Rapport with Athletics			
B. Meets needs of athletes			
C. Uses desirable techniques			
D. Knowledge of sport and rules			
E. Organizes programs			
F. Care of Equipment			
G. Equipment inventory completed			
H. Equipment requests completed			
I. Attends professional meetings, clinics, etc.			
J. Personal Appearance			
K. Supervision of locker and training rooms			

III. If any areas are checked "Unsatisfactory" additional comments shall be included to indicate why and how a coach could improve. If a coach so desires he/she may include any comments about any areas. Additional pages may be attached to this form by either evaluator or coach. Positive comments are encouraged. Signature of coach signifies receipt of evaluation only.

RATINGS: S = Satisfactory    UN = Unsatisfactory    NO = Not Observed

Signature of Athletic Director	Date
--------------------------------	------

Signature of Coach	Date
--------------------	------

Signature of Principal	Date
------------------------	------

**APPENDIX G**

**HARTLAND CONSOLIDATED SCHOOLS**

**PROBATIONARY TEACHER CONTRACT OF EMPLOYMENT**

This Agreement made this day, \_\_\_\_\_, between Hartland Consolidated Schools, hereinafter called the District, and \_\_\_\_\_, hereinafter called the teacher, for the school year \_\_\_\_\_.

Witnesseth:

1. Certification - It is represented that the said teacher holds all certificates and other qualifications required by law to teach in said school district and hereby contracts to be employed by said district in the capacity hereinafter designated, for the contract period hereinafter set forth. This contract shall terminate if the certificate shall expire by limitation and shall not immediately be renewed or if it shall be suspended or revoked by proper legal authority.
2. Employment and Duties - Said teacher agrees to perform the duties required of the teacher by law and to obey and fulfill the rules and regulations as established by the Board of Education of the District and to carry out its education program and policies during the entire term of this Agreement. The teacher is subject to assignment and transfer at the discretion of the Superintendent of Schools or the Board of Education.
3. Tenure Act - The teacher agrees to obey the provisions of the Tenure Act (P.A. No. 4 of 1937, extra session, as amended). The teacher shall not acquire tenure in any capacity other than as a classroom teacher by virtue of employment under this Agreement.
4. Compensation - The District agrees to pay a basic annual salary as a teacher in installments in the amount and term of months designated below. The District shall be authorized to make such payroll deductions as shall be required by law or authorized by the teacher.
5. Extra Duties - It is understood between the parties that a contract stipulating extra compensation, for a teacher performing extra duties, has a non-tenure status. For a teacher who has attained continuing tenure, failure of the Board of Education to re-employ such a teacher in a capacity other than as a classroom teacher shall not be deemed a demotion within the provisions of Act 4, Michigan Public Acts of 1937, extra session, as amended.
6. Sick Leave - The teacher will be afforded the same emergency and sick leave of absence granted to teachers under the policies established from time to time by the Board of Education.

Continued

**APPENDIX G - Probationary Teacher Contract of Employment (contract)**

7. Probationary Status - The teacher is herewith retained on a probationary basis as defined in the Tenure Act (Act 4, Public Acts of 1937, extra session, as amended), said probationary period of \_\_\_\_\_ year(s) duration. Continuing tenure is not herein afforded to the teacher at this time, but is specifically withheld pending satisfactory performance during the probationary period.
8. This contract is subject to the terms and provisions of the collective bargaining agreement between the school district and the teacher's collective bargaining representative. The contract is further conditioned upon the Board of Education's needs and abilities to retain and maintain a full teaching staff. In the event of a necessary reduction of personnel, at least 45 days' notice shall be provided, and the duration and compensation of the agreement is expressly subject to this provision.
9. Contract and Financial Information:

Length of Contract - Starting date of this contract shall be \_\_\_\_\_ for returning teachers, or \_\_\_\_\_ for new teachers and ending date \_\_\_\_\_. Said sum (total salary) shall be paid in 21 or 26 equal installments, to be paid once every two weeks, or 21 pays, each equal to 1/26th of their regular salary with one lump sum summer paycheck on the 21st payment, the first payment to be made about \_\_\_\_\_.

Base Annual Salary \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TOTAL SALARY \$ \_\_\_\_\_

In witness whereof the parties hereto have set hereunto their hands and seals this day and year written.

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

\_\_\_\_\_  
Superintendent, by authority of the  
Board of Education

**APPENDIX H**  
**HARTLAND CONSOLIDATED SCHOOLS.**  
**TENURE TEACHER CONTRACT OF EMPLOYMENT**

This agreement made this day, \_\_\_\_\_, between Hartland Consolidated Schools, hereinafter called the district and \_\_\_\_\_, hereinafter called the teacher, for the school year \_\_\_\_\_.

Witnesseth:

1. **CERTIFICATION** - It is represented that the said teacher holds all certificates and other qualifications required by law to teach in said school district and hereby contracts to be employed by said district in the capacity hereinafter designated, for the contract period hereinafter set forth. This contract shall terminate if the certificate shall expire by limitation and shall not immediately be renewed or if it shall be suspended or revoked by proper legal authority.
2. **EMPLOYMENT AND DUTIES** - Said teacher agrees to perform the duties required of the teacher by law and to obey and fulfill the rules and regulations as established by the Board of Education of the district and to carry out its education program and policies during the entire term of this contract. The teacher is subject to assignment and transfer at the discretion of the Superintendent of Schools or the Board of Education.
3. **TENURE ACT** - The teacher agrees to obey the provisions of the tenure act (P.A. No. 4 of 1937, extra session, as amended). The teacher shall not acquire tenure in any capacity other than as a classroom teacher by virtue of employment under this agreement.
4. **COMPENSATION** - The district agrees to pay a basic annual salary as a teacher in installments in the amount and term of months designated below. The district shall be authorized to make such payroll deductions as shall be required by law or authorized by the teacher.
5. **EXTRA DUTIES** - It is understood between the parties that a contract stipulating extra compensation, for a teacher performing extra duties, has a non-tenure status. For a teacher who has attained continuing tenure, failure of the Board of Education to re-employ such teacher in a capacity other than as a classroom teacher shall not be deemed a demotion within the provisions of Act 4, Michigan Public Acts of 1937, extra session, as amended.
6. **SICK LEAVE** - The teacher will be afforded the same emergency and sick leave of absence granted to teachers under the policies established from time to time by the Board of Education.
7. **TENURE STATUS** - The teacher is herewith retained on a tenure basis as a classroom teacher as defined in the tenure act (Act 4, Public Acts of 1937, extra session, as amended).

Continued

**APPENDIX H - Tenure Teacher Contract of Employment (continued)**

8. This contract is subject to the terms and provisions of the collective bargaining agreement between the school district and the teachers collective bargaining representative. The contract is further conditioned upon the Board of Education's needs and abilities to retain and maintain a full teaching staff. In the event of a necessary reduction in personnel, at least 45 days' notice shall be provided, and the duration and compensation of the contract is expressly subject to this provision.

9. **Contract and Financial Information:**

Length of Contract - Starting date of this contract shall be \_\_\_\_\_ for returning teachers, or \_\_\_\_\_ for new teachers and ending date \_\_\_\_\_. Said sum, (total salary) shall be paid in 21 or 26 equal installments, to be paid once every two weeks, or 21 pays, each equal to 1/26th of their regular salary with one lump sum summer paycheck on the 21st payment, the first payment to be made about \_\_\_\_\_.

BASE ANNUAL SALARY	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL SALARY \$ _____	

In witness whereof the parties hereto have set hereunto their hands and seals this day and year written.

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

\_\_\_\_\_  
Superintendent, by authority of the  
Board of Education

**LETTER OF AGREEMENT**  
**Between**  
**The Hartland Unit of the WLEA**  
**and**  
**Hartland Consolidated Schools**

Note: This agreement replaces the 1996/97 Letter of Agreement regarding teacher preparation/conference time at the elementary level.

**Existing Language:**

**Article V, Paragraph A:** Preparation/conference time for elementary teachers shall be provided in blocks of time divided between time before school and time contiguous with the duty free lunch period. The preparation/conference time contiguous with the duty free lunch shall not be less than ten (10) minutes except as exempted in paragraph B of this article.

**Proposed language for 1997/98 and 1998/99 School Years**

Preparation/conference time for elementary teachers shall be provided in blocks of time divided into at least 25 minutes before school, five minutes contiguous with the duty free lunch period, and 25 minutes during a time when a teacher's students are being instructed by another teacher.

Example:      8:35 - 9:00 = 25 min.  
                    Lunch      =     5 min.  
                    1 special = 25 min.  
MINIMUM DAILY TOTAL = 55 min.

In the case of half day kindergarten classes, since scheduling does not permit such a division, the preparation time may be grouped in other ways, as long as the 275 minute minimum weekly total is met.

Example:      8:35 - 9:00 = 25 min. x 5 = 125 min.  
                    6 specials = 25 min. x 6 = 125 min.  
MINIMUM WEEKLY TOTAL                      = 275 min.

Every effort shall be made to insure that preparation/conference time lost because of 1/2 days shall be equally distributed.

At the end of the two years, the parties shall endeavor to work toward a prep period of no more than two blocks.

It is understood between the parties that the base hours from which we will negotiate 1999-2000 shall be 1047.

\_\_\_\_\_  
For the Association  
Date: \_\_\_\_\_

\_\_\_\_\_  
For the District



## Elementary Hours Scenario

**Teacher Day: 8:35-3:35**

**Students enter buildings at 9:00 AM.**

**Student Instr Day:**

$$\begin{array}{rcl}
 9:05 - 3:35 = 6 \text{ hrs. } 30 \text{ min} - 35 \text{ min (lunch)} = & 5 \text{ hrs } 55 \text{ min} \\
 \quad \quad \quad \times 174 \text{ days} = & 1029 \text{ h } 30\text{m}
 \end{array}$$

$$9:05 - 12:05 = 3 \text{ hours} \times 6 \text{ half days} = 18 \text{ h}$$

$$\begin{array}{rcl}
 \text{Grades 1-5 TOTAL} & & \text{-----} \\
 & & 1047 \text{ h } 30 \text{ m}
 \end{array}$$

Note: Students are still scheduled for a 40 minute lunch - 5 minutes of passing time counts toward instructional time.

ADADK Kindergarten

72 full days and 33 half days each

$$72 \text{ days at } 5:55 \text{ hours} = 426 \text{ hrs}$$

$$33 \text{ days at } 3:00 \text{ hrs} = 99 \text{ hrs}$$

$$\begin{array}{rcl}
 \text{TOTAL} & = & \text{-----} \\
 & & 525 \text{ hrs}
 \end{array}$$

Half Day Kindergarten

$$9:05 - 12:05 \text{ or } 12:35 - 3:35 = 3 \text{ hrs} \times 174 \text{ days} = 522 \text{ hrs}$$

$$9:05 - 12:05 \times 3 \text{ days} = 9 \text{ hrs}$$

$$\begin{array}{rcl}
 \text{TOTAL} & = & \text{-----} \\
 & & 531 \text{ hrs}
 \end{array}$$

**Teacher Preparation Time:**

$$\begin{array}{rcl}
 (1-5 \text{ and ADADK}): & 8:35 - 9:00 = 25 \text{ min} \\
 & \text{lunch} = 5 \text{ min} \\
 & 1 \text{ special} = \underline{25 \text{ min}} \\
 \text{DAILY TOTAL} & = & 55 \text{ min}
 \end{array}$$

(half day Kdg):

$$\begin{array}{rcl}
 8:35 - 9:00 = 25 \text{ min} \times 5 = 125 \text{ min} \\
 6 \text{ specials} = 25 \text{ min} \times 6 = \underline{150 \text{ min}} \\
 \text{WEEKLY TOTAL} & = & 275 \text{ min}
 \end{array}$$

**Letter of Agreement  
Between  
WLEA Hartland  
and  
Hartland Consolidated Schools**

SECONDARY CLASS SIZE

For the 97-98 and the 98-99 school year, we will Modify Article V, paragraph D.2 of the contract as follows:

The whole paragraph remains the same except the last sentence shall be deleted and replaced with the following:

These conditions shall be effectuated no later than the fifteenth day of school for students. If said conditions are not met by the fifteenth day of school for students, the district shall pay teachers whose class sizes are out of compliance at a rate of \$10 for each student over contractual limits per day that they are out of compliance.

For the Association:

\_\_\_\_\_  
John R. Denzer

\_\_\_\_\_  
Date

For the District:

\_\_\_\_\_  
Peter Caroselli

\_\_\_\_\_  
Date

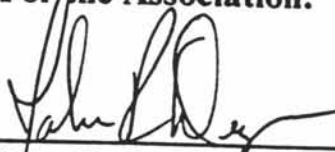
This letter of agreement will be extended through the 1999 - 2000 school year.

**Letter of Agreement**  
**Between**  
**WLEA Hartland**  
**and**  
**Hartland Consolidated Schools**

A modification of  
**ARTICLE V - TEACHING HOURS & CLASS LOADS**

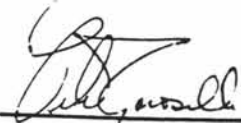
For the 98 - 99 school year the preparation/conference time for elementary teachers will be divided between 25 minutes before school and 40 minutes during a time that students are being instructed by another teacher.

**For the Association:**

  
\_\_\_\_\_  
**John R. Denzer**

10-8-98  
**Date**

**For the District**

  
\_\_\_\_\_  
**Peter Caroselli**

10-12-98  
**Date**

Addendum to Letter of Agreement on Article V – Teaching Hours and Class Loads.

The parties agree to extend the above letter of agreement through the 1999 – 00 school year.

**Letter of Agreement  
Between  
WLEA Hartland  
and  
Hartland Consolidated Schools**

**Time Study Committee**

A committee will be developed to research the means to increase the time teachers have to plan, prepare, evaluate, conference, and develop professionally. The district and association shall meet to determine an appropriate time to make a presentation of options to increase the time teachers have to plan, prepare, evaluate, conference and develop professionally to all administrators and teachers.

## **STAFFING OF NEW BUILDING**

The current contract language that covers the 5/6 and 7/8 move is Article X, letter G. (Professional Qualifications and Assignments, page 14). In addition we agree that:

1. We will work together to accommodate any fifth grade teacher who wishes to remain in an elementary setting.
2. We will work together to solve the logistics of moving the specialists.
3. Other language that is impacted, i.e. class size - elementary or secondary will be handled when the 5/6 and 7/8 philosophy and curriculum are developed.

June 18, 1997

## **EVALUATION**

It is agreed to set up a committee to review the current evaluation proposal. The committee shall be made up of two administrators and two teachers. The committee will modify the proposal and report back to the negotiation team by October 1, 1997.

June 18, 1997

August 31, 1997

## **COMPENSATION FOR SUMMER WORK**

It is agreed to set up a committee to review the issue of payment for summer work. The committee will report back to the negotiation team by February, 1998.





