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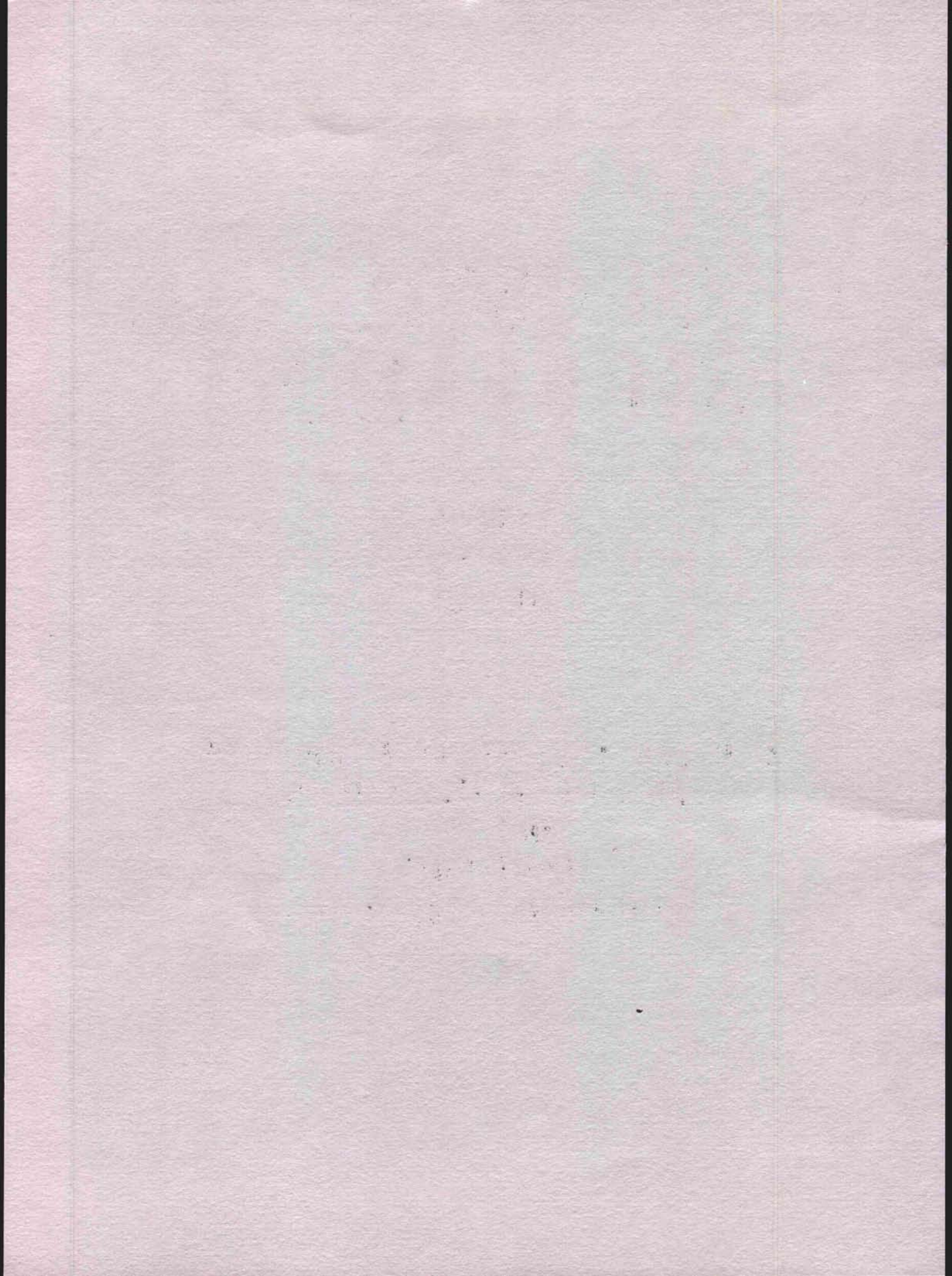
8/31/2001

# PROFESSIONAL AGREEMENT

1998-99  
1999-00  
2000-01

**Between the School District of  
the City of Hazel Park  
and the  
Hazel Park  
Education Association**

*Hazel Park School District*



**MASTER AGREEMENT**

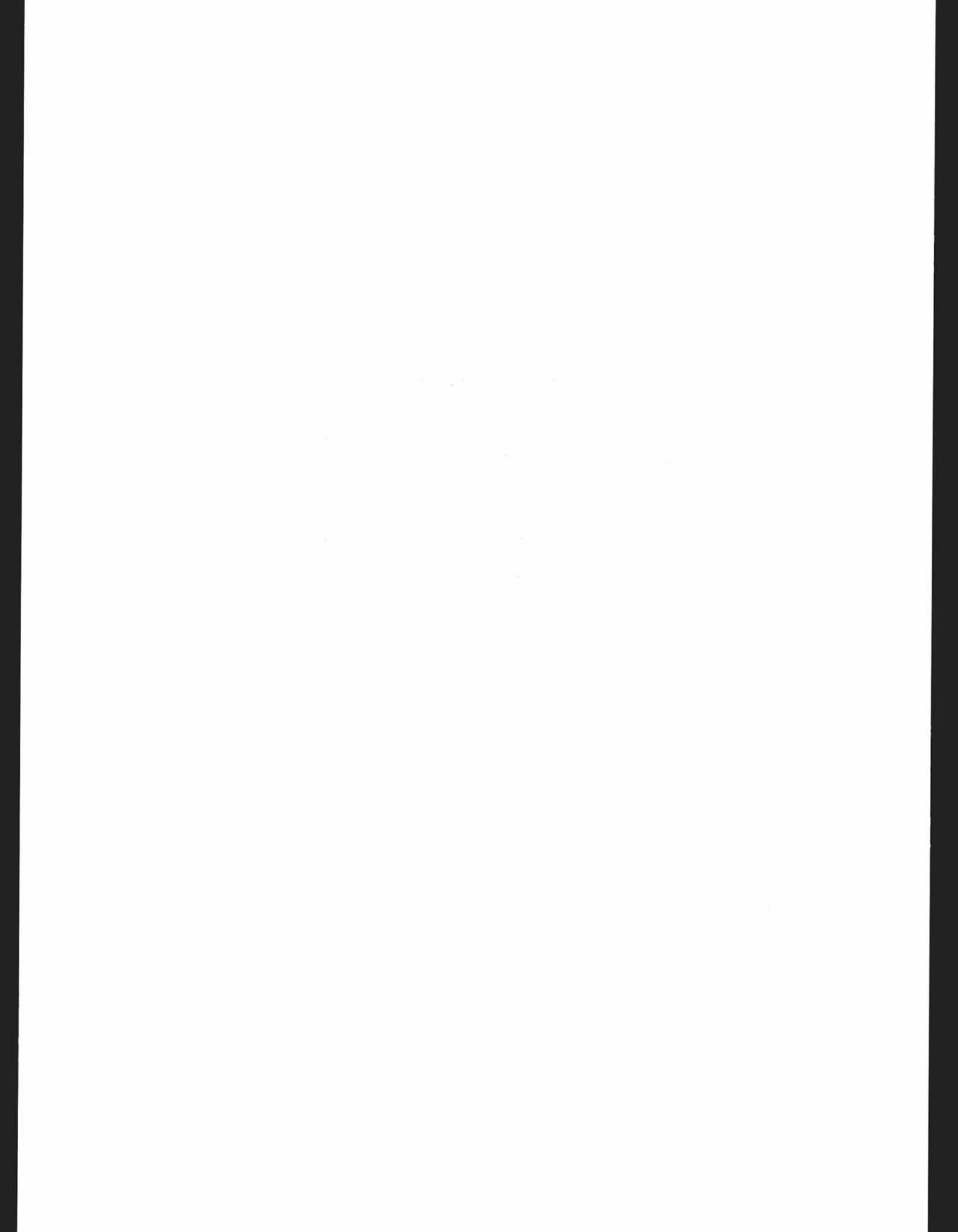
**between**

**SCHOOL DISTRICT OF THE CITY OF HAZEL PARK**

**and**

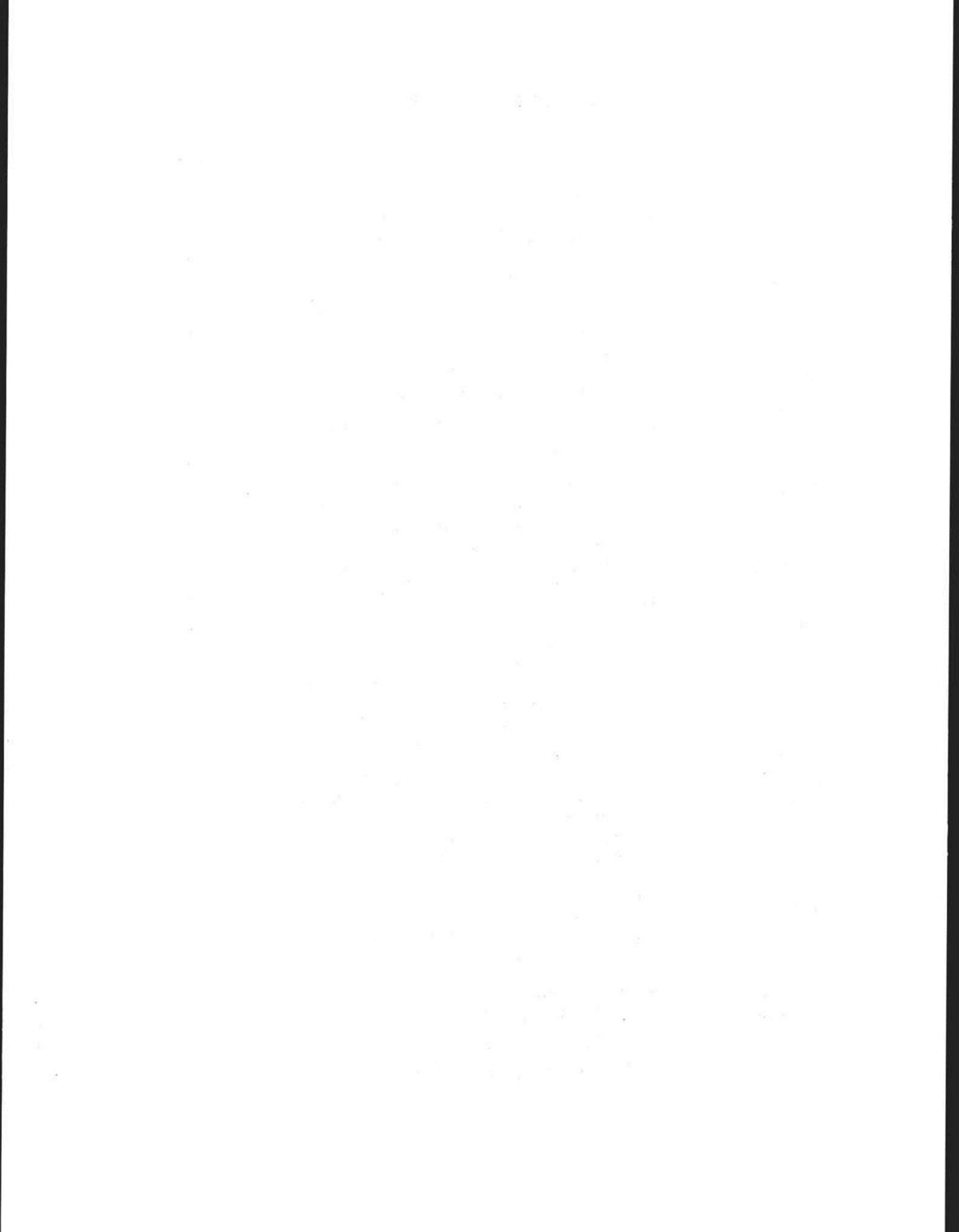
**HAZEL PARK EDUCATION ASSOCIATION**

**1998 - 2001**



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**MASTER AGREEMENT**

**between**

**SCHOOL DISTRICT OF THE CITY OF HAZEL PARK**

**and**

**HAZEL PARK EDUCATION ASSOCIATION**

**1998 - 2001**

THIS AGREEMENT entered into this first day of July, 1998 and subsequently extended to August 31, 2001, by and between the Board of Education of the City of Hazel Park, Michigan hereinafter called the "Board" and the Hazel Park Education Association, hereinafter called the "Association."

**WITNESSETH**

WHEREAS the Board and the Association recognize and declare that providing a quality education for children of Hazel Park is their mutual aim and that the character of such education depends predominately upon the quality and morale of the teaching service, and

WHEREAS the members of the teaching profession share with the administration and the Board of Education common objectives, commitments and responsibilities dedicated to the formulation of the finest educational program possible, and

WHEREAS the Board has statutory obligation, pursuant to ~~Act 379~~ of the Michigan Public Acts of 1965 \*, to bargain with elected representatives of the teaching personnel, in this case the Association, as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment, and

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

In consideration of the following mutual covenants, IT IS HEREBY AGREED AS FOLLOWS:

**\* as amended by subsequent Public Acts. (ie. PA 112 of 1994)**

**ARTICLE 1**  
**RECOGNITION**

- A. The Board hereby recognizes the Association as the exclusive bargaining representative as defined in Michigan Public Acts ~~Section II of Act 379, Public Acts of 1965~~ \*, for a unit consisting of all certificated teaching personnel, special service personnel and all vocational teaching personnel annually authorized by the State of Michigan, excluding the Superintendent, Assistant Superintendent, Curriculum Coordinator, Directors, Principals, Assistant Principals, Teaching Assistant Principals, Supervisor of Special Education and other supervisors as defined in the Act. Unless otherwise indicated, the term "teacher" when used hereinafter in this Agreement will refer to all employees in the above unit. This is not a job security provision.
- B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this contract.
- C. Professional Dues or Fees and Payroll Deductions
1. The amount of dues deduction will be calculated by dividing the annual dues by the number of pay dates between the last pay date in September and the last pay date in June inclusively and deducted accordingly. An adjustment for any additional fraction of the annual dues will be deducted from the last pay in June. Remittance to the HPEA by the Board of such deductions shall be on a monthly basis and shall be accompanied by an HPEA membership printout list. Deductions for teachers employed after the commencement of the school year shall be appropriately prorated to complete payments by the following June. Any assessments shall be deducted and remitted to the Association when authorized in writing by the HPEA president or executive director within two weeks of said Association authorization. The Board will furnish the HPEA monthly, at its principal office, the name and building assignment of all teachers hired, terminated, or otherwise removed from the payroll.
  2. Any teacher who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days from the date of commencement of teaching duties shall, as a condition of employment, pay as a fee to the Association an amount equal to United Profession membership dues. However, the teacher may authorize payroll deduction for such fee in the same manner as provided in paragraph A of this Article. In the event that a teacher shall not make payment as provided in paragraph A, the Board shall, upon receipt of written notice from the Association, commence discharge procedures against such teacher within ten (10) days or at the next scheduled Board meeting, whichever is later. In this action the Board shall follow the dismissal procedures set forth in the Michigan Tenure Act.
  3. If the teachers wishes to formally appeal the termination action of the Board of Education, he (or she) will be allowed to remain in the teaching position during the appeal or to the end of the current semester, whichever is sooner. If said teacher does not wish to appeal, employment of said teacher will be terminated immediately.
- D. Nothing contained herein shall be construed to deny or restrict to any teacher rights he/she may have under the Michigan General School Laws or applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

**\* as amended by subsequent Public Acts. (ie. PA 112 of 1994)**



**ARTICLE 2**  
**BOARD OF EDUCATION RIGHTS AND RESPONSIBILITIES**

- A. There is reserved exclusively to the Board all responsibilities, powers, rights, and authority vested in it by the laws and constitution of Michigan and the United States which have been heretofore properly exercised by it.

The determination and administration of educational policy, curriculum, the operation of the schools and the direction of the professional staff are vested in the Board or in the Superintendent when so delegated by the Board.

The above provisions shall not be inconsistent with nor contrary to the provisions of Michigan Public Acts ~~Public Act 379~~.\*

- B. The School Board agrees to provide transportation for classroom field trips of one (1) day or less. At least one (1) school bus will be available at all times for this purpose.
- C. The Board agrees to assume all costs related to any legal defense of any suit or action brought against the Association regarding this article entitled Coaching Salary Schedule and Supplemental Pay Schedule of the collective bargaining agreement.
- D. The Board further agrees to indemnify the Association for any damages which may be assessed against the Association as the result of said suit or action.

\* as amended by subsequent Public Acts. (ie. PA 112 of 1994)

**ARTICLE 3**  
**HAZEL PARK EDUCATION ASSOCIATION RIGHTS AND RESPONSIBILITIES**

- A. The Board and the Association agree to abide by Michigan Public Acts ~~Act 379 of the Public Acts of 1965~~\* and to all the applicable laws and statutes pertaining to the teachers' rights and responsibilities. The Board and the Association agree to the Board of Education Policies and Procedures now in effect other than those related to wages, hours, and working conditions, and unless otherwise altered by specific conditions within this contract. The foregoing specifically excludes from contract determination matters of curriculum and program, but does not otherwise change the Board's intent and desire for maximum teacher input.
- B. Every employee of the Board shall have the right freely to organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiation and other legal concerted activities for their mutual benefit. The Board and Association undertake and agree that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by ~~Act 379 or other~~\* the laws of Michigan and of the Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of their membership in the Association, or other professional organization, their participation in any activities of the Association or collective professional negotiations with the Board or their institution of any grievance, complaint, or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

\* as amended by subsequent Public Acts. (ie. PA 112 of 1994)

- C. The Board and the Association recognize the right of employees to invoke the assistance of the State Labor Mediation Board.

D. Use of School Facilities

1. Week day activities commencing prior to 5:00 p.m. -- the Association will have the right to schedule meetings within the building and without cost. Such scheduling will be processed through the principal's office setting forth in advance the time and place of the meeting. Week day activities commencing after 5:00 p.m. and all week-end activities are to be scheduled through the Board Office. The Association shall enjoy the same privileges of facility availability as other community groups. It is further understood that the only cost to the Association shall relate to directly increased custodial costs.
  2. It will be the policy of the Board that bulletin boards in a given school will be used for the purpose of displaying educational material and other notices referring to the conduct of education and student activities; provided, however, that there will be one (1) bulletin board which will be placed in the staff lounge, or a mutually agreeable location, for the purpose of displaying notices, circulars and other Education Association materials.
  3. In those schools where an inter-communication system exists, it will be the policy of the Board that such equipment may be used only for announcements emanating from the principal's office and in connection with information from that office to students and staff members. Such announcements will be in connection with student activities, educational announcements to the faculty with regard to school-centered activities. Other announcements beyond the above may be made at the discretion of the principal, with regard to content, time and need for such announcements.
4. The Association may distribute materials through teachers' mailboxes if it so desires.
- E. It is expressly understood that no member of the administration will assume responsibility for the posting or distribution of materials for the Association or any other teacher organization.
  - F. No teacher will be prevented from wearing pins showing membership in the Association or any other teacher organization.
  - G. School facilities will not be used by teachers privately for private tutoring for pay. Under no conditions should teachers tutor students enrolled in their class for pay.
  - H. The Board agrees to furnish to the Association in response to written requests all information concerning the financial resources of the district, tentative budgetary requirements and allocations and other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students, together with information which may be necessary for the Association to process any grievance or complaint. Such written request shall be specific as to the information desired. This is not to imply that oral request will be denied.

Official records will be made available at the office of the Board and will not be removed from the Board's office.

I. Association Day Language (subject to provisions of Michigan Public Acts - ie. P.A. 197)

The Association shall be allotted twenty-five (25) days annually for Association business at no cost to the Association. Such commitment by the Board is subject to the following qualifications:

1. That notification one week in advance, when possible, be given in writing stating the specific type of activity or purpose of the released day for Association business unless business of officers of a sudden, infrequent nature or verbal agreement with Board representatives.

2. The four (4) days in excess of the allotted twenty-five (25) may be used subject to provisions in 1 above provided the Association reimburses the District at the prevailing substitute rate whether or not one is used.
3. That an additional four (4) days in excess of the twenty-nine (29) noted may be used if reimbursed at full contractual cost of the Association member.

The above language is not applicable during mutually agreed upon negotiation periods.

#### **ARTICLE 4** **TEACHER RIGHTS**

A. Just Cause

Teachers may be disciplined, reprimanded, reduced in rank or compensation only for just cause.

- B. Teachers will not be used as secretarial or custodial help except in an emergency assignment.

#### **ARTICLE 5** **CIVIL RIGHTS**

- A. The Board agrees that neither it, nor any of its administrative agents, will discriminate against any teacher on the basis of race, creed, color, national origin, sex, age, disability, height, weight, religion or marital status, political activities, or membership or participation in the activities of the Association or any other employee organization.
- B. The Association agrees that it will admit all teachers to its membership without discrimination by reason of race, creed, color, national origin, sex, age, disability, height, weight, religion or marital status, or prior membership or past participation in the activities of any other employee organization.

**ARTICLE 6**  
**TEACHER RESPONSIBILITIES**

A. Pupil-Teacher Relationships

1. Classroom teachers are often confronted with the problems as well as the responsibilities of maintaining pupil control. Within legal limitation, in fact, certain parental privileges are transferred to the teacher in the performance of this function.
2. Encouragement, praise and emphasis upon the child's desirable characteristics are recognized as being the most successful methods of working with discipline cases. ~~But, if the occasion should arise where punishment is necessary, reasonable applications of corporal punishment may be administered.~~ **\*prohibited by law and board policy** Educational personnel should be familiar with their current legal responsibility as interpreted by Michigan Courts.
3. Referrals of pupils for special services may be made by the teacher or the building principal to the appropriate service. Referrals forms will be routed through the office of the building principal.
4. Within the framework outlined above, a consistent discipline procedure shall be worked out in each building by the teachers, counselors and administrators.

B. Medical Examinations

1. For the protection of children, the Board of Education shall require of each new employee a health report from the school physician or a physician authorized to practice medicine under the laws of the State.
2. The Board of Education may request a teacher to obtain a physical examination from a recognized hospital or clinic - such examination to be at the expense of the Board.
3. An employee of the Board of Education who is off duty because of illness or injury for more than two (2) weeks may be required to present a statement of ableness to the principal upon his/her return to work. This statement shall be made out by a physician authorized to practice medicine under the laws of the State.

C. Birth Certificates

Every teacher upon employment shall be required to present a birth certificate or other legal evidence attesting to the date of birth which shall be recorded and made a part of the personnel file.

- D.\* Newly hired staff must satisfy the following requirements identified by Michigan Public Acts:
- a. A Criminal records check shall be requested from the Michigan Department of State Police *(and currently also the FBI)* **and**
  - b. The completion of a form which includes a signed statement that they have not been convicted of a criminal offense

**\* modified 5-23-94 by letter of agreement**

**ARTICLE 7**  
**JOINT RESPONSIBILITIES**

A. In-Service Training, Conferences and Conventions

1. The Board of Education shall encourage employees to actively participate in all professional meetings on local, state and national levels. They shall make an annual appropriation for in-service training which shall include in-service classes, conferences and conventions. Attendance of teachers to conferences shall be approved by the Board of Education. Attendance of special teachers to conferences shall be approved by the administrator assigned to the curricular area, within the budget limits set by the Board of Education.
2. Visitation to other schools or programs shall be considered as a conference.

B. Substitute Teachers

1. The Board agrees to make an effort to maintain an adequate list of substitute teachers.
2. Teachers shall be informed of a system-wide, single telephone number that they shall call before 7:00 a.m. to report unavailability for work. The content of information to be reported shall be of the same scope and detail whether reporting to a person or to the answering service. Such basic reporting data shall be consistent with existing directives. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher.
3. Substitute teachers shall be hired whenever the following special teachers are absent: art, music (vocal only), and physical education.

C. Ethics

1. The Association shall deal with ethical problems arising under the Code of Ethics of the Education Profession in accordance with the terms thereof, and the Board recognizes the Code of Ethics to be an acceptable criteria of professional behavior.
2. In regard to teacher ethic cases, the Board shall give due consideration to the decisions and/or recommendations of the Professional Rights and Responsibilities Committee.
3. Teachers agree not to exploit their professional relationship with their students nor knowingly permit any commercial exploitation of their professional position. On this basis, solicitation for the purpose of selling educational materials and/or services within the Hazel Park School District by Hazel Park teachers shall be considered improper.
4. Procedural detail involving probationary teachers, tenure teachers and administrators is to be incorporated into administrative policy and distributed to every teacher.

D. Professional Study Committee

There is hereby established a Professional Study Committee composed of five (5) members; two (2) members selected by the Superintendent, and three (3) members selected by the Association.

The Association shall designate the chairperson. The Professional Study Committee may recommend changes in the district's educational program.

## Recommended Procedure

1. Recommended changes may be made to the Committee by:
    - a. A teacher in the district.
    - b. Superintendent.
    - c. Central Office Administrator.
    - d. Building Principals.
    - e. Curriculum Committees.
    - f. Professional Associations.
  2. Study Committee Responsibilities
    - a. Receive recommended changes.
    - b. Refer changes for study to appropriate committee if study is needed.
    - c. Review recommended changes from committees.
    - d. Submit written recommendations to the Superintendent, who must take action not later than thirty (30) days after receiving the recommendation. The chairperson or his/her designee may present the committee's views before the Administrative Council.
    - e. Inform recommending group of action taken by the Superintendent and/or Board of Education.
    - f. Take action on all recommendations within thirty (30) days after receipt of the recommendations.
- E. It is agreed that a study committee of the Administration and Association will be formed to recommend methods for giving teacher recognition awards. The Board and the Association will each appoint a member to this committee upon ratification of this contract. These two (2) members may enlarge the committee.
- F. Teacher representatives to the Curriculum Advisory Council shall be paid the negotiated scale.

## **ARTICLE 8** **PROFESSIONAL COMPENSATION**

- A. A single salary schedule shall be maintained, and no differential in salary shall be allowed because of sex, marriage, or dependents.
- B. Applicants with previous Hazel Park School District experience seeking reemployment within two (2) years after termination shall be credited with full previous Hazel Park experience but not to exceed five (5) years.
- C. Only experience recognized by the Michigan Retirement Act shall be credited. Other experience directly related to the person's teaching responsibility not to exceed five (5) years may be recommended to the Board of Education by the Superintendent for credit on the salary schedule. All teachers now employed or previously employed by the Hazel Park Board of Education shall have their total service in the Armed Forces credited with one regular annual salary increment for each year provided they have served a minimum of one (1) year. New teachers employed shall be given one (1) regular salary increment for service, provided they have served a minimum of one (1) year in the Armed Forces with honorable discharge.

- D. Teachers will be classified for the purpose of the salary schedule in April for the succeeding year, but if evidence that a teacher is entitled to an advance on the salary schedule is filed in the Superintendent's office by September 15 of the same school year, such teacher will be advanced to the new step on the salary schedule. In addition, mid-year adjustments will be made if evidence is submitted to the Superintendent's office on or before February 15 of the school year and shall be retroactive to the beginning of the second semester.
- E. Application for placement on a higher tract of the salary schedule shall be made by September 15 for the first semester or February 15 for the second semester of the school year. All credits toward a higher tract on the salary schedule shall be graduate semester hours or their equivalent in quarter hours. Any credit recognized by the university as credit toward a graduate degree shall also be accepted by the Board.
1. A salary increment is added for a block of eighteen (18) semester hours of graduate credit beyond the provisional certificate. (Any teacher who has been paid at the BA+15 step shall automatically be placed on this step.)
  2. A salary increment is added for the completion of a Master's degree. Some courses or experiences not on a designated Master's program may be deemed by the Superintendent to be helpful in making a teacher a better teacher. In such cases, the Master's degree salary may be allowed by the Superintendent when 32 hours of credit are approved.
  3. A salary increment is recognized for each block of fifteen (15) semester hours of graduate credit beyond the Master's degree after the Master's degree has been completed. (MA+15, MA+30, MA+45)
  4. A fourth increment beyond the Master's degree is allowed for completion of the Doctorate degree.
- F. A teacher who does not possess a Provisional Certificate or a Permanent Certificate issued by the Michigan State Board of Education, whether or not said teacher holds a degree, and for whom a Special Certificate must be issued, shall be classified on the salary schedule as a non-degree teacher, except those teachers who shall be required to complete ten (10) semester hours or less to qualify for a Provisional or Permanent Certificate, in which case said teacher shall be classified on the salary schedule as a degree teacher.
- G. Bargaining unit members shall receive an annual longevity payment according to the following:

	<u>Years of Service in Hazel Park</u>			
	<u>0-15</u>	<u>16-20</u>	<u>21-25</u>	<u>26--&gt;</u>
1997 - 2001	0	1000	1500	2000

Longevity dates from July 1 through November 15 shall receive a full year of longevity credit; from November 16 to April 15 shall receive one-half year's longevity credit; April 16 through June 30 shall not receive longevity credit for that year.

- H. Bargaining unit members may select at their option any one of the following methods of payment beginning with the second Friday of the school year.
- Option 1. Gross salary (plus longevity, if any) divided into 21 equal biweekly paychecks.
  - Option 2. Gross salary (plus longevity, if any) divided into 26 equal biweekly paychecks. Paychecks 21 through 26 shall be paid with their last regular pay at the end of the student school year. \*

Option 3. Gross salary (including longevity, if any) divided into 26 equal biweekly paychecks. Paychecks 22 through 26 shall be mailed to them by the Board Office during the summer. \*

\* In an effort to meet a pattern of biweekly pay for teachers not on 21 pay days, the two parties agree to the following alternative. Individuals wishing to have a biweekly pay throughout the 1997-98 school year agree to a beginning pay date of August 29, 1997 and an ending pay date of August 28, 1998 or 27 equal biweekly pay days.

**\* modified 5-3-95 by Letter of Agreement. See Article 28 for additional compensation information for teachers in State Mandated Extended Year Programs.**

**ARTICLE 9**  
**TEACHING HOURS, WORK DAY AND WEEK**

- A. 1. The parties recognize the principle of a normal forty (40) hour work week, exclusive of lunch.

It is mutually recognized by all parties that the principle of the forty (40) hour normal work week cannot be interpreted literally. Nothing contained herein prohibits or limits the right of the Board from assigning duties normally associated with the teaching profession except as otherwise agreed upon in this contract.

It is the responsibility of each individual teacher, a well as administrators and School Board members, to strive for the highest quality educational program possible for the children of this school community. Inherent in such a commitment is the requirement for adequate lesson planning and guidance for the reference by a substitute teacher.

2. The starting and dismissal times for student shall be as follows:

	1998 - 2000	2000 - 2001
<del>All elementary schools</del>	<del>8:45 a.m. to 3:00 p.m.</del>	
All elementary schools	8:30 a.m. to 3:00 p.m. *	Additional 15 minutes will be added to comply with state law if required.
Junior high schools	8:30 a.m. to 3:00 p.m.	
Senior high school	8:15 a.m. to 3:00 p.m.	

**\* modified 4 / 97 per Letter of Agreement**

The foregoing starting and dismissal times are subject to modification by state statute or other external legal authority.

3. The regular teachers' work day will begin fifteen (15) minutes before the aforesaid starting times and will end fifteen (15) minutes after the aforesaid dismissal times.
- B. 1. The Administration may determine to have as many as four regularly scheduled full staff meetings to deal with curriculum and program on a periodic basis. Such meetings shall be announced in advance and shall commence after student dismissal time and will extend beyond the regular teacher dismissal time not more than 45 minutes. This arrangement may only be extended beyond the current contract by mutual agreement of both parties.

It is further agreed that from time to time small group and/or an individual teacher may be requested to meet with the Administration after school hours to accommodate operational procedures.



2. Teachers may be requested to attend district-wide curriculum meetings on a monthly basis after the close of the school day. On any day or occasion that school is dismissed for purposes of professional improvement activities, attendance of teachers at such programs shall be required. Failure to be so involved shall result in loss of pay for the day or days involved.
  3. It is agreed by the Association and the Board that good public relations is necessary in all community activities and, therefore, recognize that teacher attendance at PTA meetings shall be of such nature as to adequately reflect the relative value of the parent-teacher relationship. It is further agreed that teachers will be required to attend an annual open house type meeting, but that attendance at all PTA meetings shall be at the option of the teacher.
- C.
1. All regular teachers shall have a duty-free lunch period between the hours of 11:00 a.m. and 2:00 p.m. of the following lengths.
    - a. Elementary schools - thirty-five (35) minutes)
    - b. Junior high schools - the regularly scheduled lunch period, but in no event less than thirty-five (35) minutes
    - c. Senior high school - the regularly scheduled lunch period, but in no event less than thirty-five (35) minutes
  2. High school and junior high school teachers will, in addition to their lunch period, have a preparation period of one class period each day. ~~High school and junior high school teachers who substitute during their preparation conference period shall be reimbursed at the rate of \$12.00 per hour. Substitute arrangements shall be made by the principal on a rotating basis.~~ \*
  3. The Board agrees to provide 150 minutes per week planning and conference time for elementary teachers. The time shall be scheduled to include thirty (30) minute blocks of time no less than four (4) days per week. Time will be provided to the extent possible by the utilization of special subject teachers. Additional time will be provided through the use of aides. When experimental or pilot lunch program options are being tried in elementary buildings, the 150 minute commitment shall be distributed over five (5) days.
  4. Teachers on a fractional contract will get a corresponding pro-rata portion of the planning and conference time noted in 2 and 3 above.
  - 5.\* Teachers shall not be asked to substitute for absent teachers except in the case of an emergency. An emergency shall be defined as a period of time when a teacher is unable to be at his/her teaching station and the administration has attempted and is unable to provide a substitute teacher. Insofar as is practical, substitution shall be rotated. Those teachers required to substitute shall be paid at the extra hourly rate for each class period.
- D. The teachers recognize their responsibility to their students and their profession requires the performance of duties that involve the expenditure of time beyond that of the normal working day, including preparation for and supervision of extra-curricular student activities and functions. Assignment to such duties or activities shall be only on a voluntary basis. In cases where the principal is not able to cover an extra-curricular activity with volunteers, he or she may assign teachers who have not volunteered as yet that year, with a limit of one assigned activity per year per teacher. Teachers who have volunteered are exempt from assignments.

\* Modified by contract extension agreement Spring, 1998. To become effective 98-99 School year.

- E. The agreed upon items of this article may not be construed as an instrument to coerce willing teachers to desist from voluntary activities beneficial to their students.
- F. Parent-Teacher Conferences
  - 1. Any number of days (but not more than four per year) may be used for parent-teacher conferences and up to (but not more than) two (2) days per year for in-service training.
  - 2. When evening hours are selected for conferences, teachers shall participate and shall be given equivalent released time to be taken by dismissing students at the end of the morning on the Wednesday before Thanksgiving and on the Thursday before Easter.
- G. Teacher Inservice
  - 1. Teacher input is desired in planning in-service activities. It is generally understood that program development will recognize objectives of mutual educational concern.
  - 2. A half day at the end of the tenth week for elementary teachers and at the end of the twentieth week for secondary teachers shall be used for record work but sub-sets of the staff may exercise their individual options to use the time for staff development activities by mutual agreement with the principal.
- H. See Schedule C for exact school year calendar.

**ARTICLE 10**  
**TEACHING CONDITIONS**

- A. The parties recognize that the availability of optimum school facilities for both student and teacher is desirable to insure the high quality of education that is the goal of both the Association and the Board. They recognize further that facilities should be designed to meet the needs of the educational program.
- B. Each school will have the following facilities:
  - 1. An appropriately furnished room to be used for the exclusive use of the staff.
  - 2. A cot should be provided for the exclusive use of teachers: One (1) cot, elementary schools; two (2) cots, junior and senior high schools.
  - 3. Clean teacher restrooms.

**ARTICLE 11**  
**CLASS SIZE**

- A. Philosophy

Class load will be kept at a minimum within the economic ability of the School District and the availability of space. Twenty-five (25) pupils are recognized as a desirable class load for effective teaching and learning. In some special classes a lower number of pupils is desirable, while in other cases a larger number can be accommodated.

B. 1997 - 2001 contract

Average building class size	28 pupils
Maximum regular class size	30 pupils
Maximum split class size	28 pupils

1. Whenever \* any class assignment in an elementary classroom exceeds thirty (30) pupils, the teacher shall be paid, at the end of each semester, one of the following amounts:
  - a) \$300 if the regular class size reaches thirty-one (31) during the semester; or
  - b) \$600 if the regular class size reaches thirty-two (32) during the semester.
  - c) In no event shall regular class size exceed thirty-two (32).
  - d) A moratorium of two (2) weeks will be allowed at the beginning of the school year on "a)" and "b)" above to allow class sizes to stabilize.
2. \* If any class at the elementary level exceeds thirty (30) students for less than one hundred twenty (120) minutes per day, the administration agrees after the teacher submits appropriate documentation, to reimburse the teacher on a prorated basis. This prorated reimbursement will be determined by dividing the contractual amount (\$300 for the thirty-first student and \$600 for the thirty-second student) by the number of instructional days in the semester. This amount will then be multiplied by the number of days that the class exceeds thirty (30) students. At no time will the amount of reimbursement exceed the contractual limits of \$300 for thirty-one students and \$600 for thirty-two.

**\* modified 4-17-96 by Letter of Agreement**

3. Experimental programs affecting class size are entirely voluntary on the part of the teacher and, unless expressly part of this experiment, are to be defined as regular class size under the provisions of this contract.
4. Secondary class size - no change
5. Special education consideration - no change

C. Assignment of students

Assignment of students to classes in the elementary schools for the following year shall be done by the principal and teachers.

**ARTICLE 12**  
**TRANSFERS AND VACANCIES**

- A. Every possible effort should be made to provide conditions that will encourage good teachers to remain in classroom teaching. However, those teachers who do desire administrative positions should be assured that they will receive fair consideration when vacancies occur.

Whenever any professional vacancy on the Administrative and Supervisory Salary Schedule shall occur, the Board will publicize the same during the school year in a bulletin to all staff members and will include a general statement of the duties and qualifications. During the months of July and August written notice of such vacancy will be given to the Association, including a general statement of the qualifications required. No vacancy will be filled within fifteen (15) days from the date of distribution of the Superintendent's bulletin or the giving of the notice to the Association.

- B. Any teacher may apply for such vacancy. In filling such vacancy the Board agrees to give major consideration to the professional background and attainments of all applicants and the length of time each has been in the Hazel Park School System. Other personal and professional factors will also be considered. The parties recognize that, while the Board will continue to adhere to its practice of promotions from within its own teaching staff, it may on occasion go outside the district to hire personnel of highly specialized or outstanding talents. Notices of openings in coaching positions will be posted a minimum of fifteen (15) days prior to assignment award.
- C. Transfers and Reassignments
1. Requests by a teacher for a transfer to a different assignment within the building shall be made in writing to the building principal. The application shall set forth the reasons for the reassignment and the academic qualifications. Based on the above, plus consideration for the length of service in the building, reassignments shall be made when openings occur. Requests for reassignment shall be renewed once each year to assure active consideration.
  2. Request by a teacher for transfer to a different building shall be made in writing to the Superintendent's office. The application shall set forth the reasons for the desired transfer, plus the school, grade or subject sought. The applicant's academic qualifications should also be included in the application. Requests for transfer shall be renewed once each year to assure active consideration.
  3. The parties agree that involuntary transfers are to be minimized and used only for the purpose of accommodating the following types of situations: enrollment shifts or declines, program adjustments and improvements, unexpected resignations, retirements or death, or the call back of laid-off teachers. Involuntary transfers shall not be made for disciplinary reasons.
    - a. When it appears that this type of transfer may be necessary, the Board will give first consideration to volunteers. If there are no qualified volunteers available to fill a vacancy, the Board will consider the following concerns: need for teacher expertise, previous successful experience, length of service to the District, community or staff compatibility, the preference of the supervisor or principal.
    - b. Prior to the effectuation of an involuntary transfer, the Board's agent shall meet with the teacher and an Association representative (at the request of the teacher) for the purpose of reviewing and discussing the reason for such transfer.
    - c. Notice of transfer will be given to teachers under normal circumstances not later than the end of the semester preceding the effective date of transfer.
  4. If a teacher is transferred to a non-unit supervisory or executive position and is subsequently returned to a position in the negotiating unit, he/she will upon his/her return had remained continuously in the negotiating unit.

**ARTICLE 13**  
**PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS**

- A. The Board establishes as minimum requirements for initial employment of teachers the possession of a Bachelor's degree and Michigan elementary or secondary Provisional Certificate or the equivalent. If it is necessary to deviate from this policy, the deviation will be in accord with the Michigan Department of Education regulations.
- B. Teachers, other than newly appointed and substitute teachers, will be notified of their tentative programs for the coming school year, including the schools to which they will be assigned, the grades and/or subjects that they will have, prior to the close of the school year.
- C. In order to assure that pupils are taught by teachers working within their area of competence, teachers will not be assigned, except temporarily and/or for good cause, outside the scope of their teaching certificates and/or their major or minor fields of study.
- D. Changes in grade assignments in the elementary schools and in subject assignment in the secondary schools are sometimes necessary and even beneficial. To the extent possible, such changes in grade and subject assignment would be voluntary, but the Board may make such changes.

E. Extra Hourly Assignments

- 1. Teaching positions in an extra hourly assignment will be filled first by qualified teachers regularly employed in the Hazel Park School System.
- 2. Teacher employment in an extra hourly assignment shall be based on the following factors and ranking of said factors:
  - a. Seniority within the assignment.
  - b. Number of years qualified applications from Hazel Park School System have been on file.
  - c. If two (2) or more teachers are equal in regard to "b" above, then seniority within the elementary, junior high and high school levels will prevail.
- 3. Application by regularly employed teachers for an extra hourly assignment will be filed with the Superintendent or his/her designate at least two (2) months prior to the beginning of classes, and such application will be renewed by the teacher for each subsequent session.

4. Extra hourly rates:	<del>87-88</del>	<del>88-89</del>	<del>89-90</del>	<del>90-91</del>	<del>91-92</del>	<del>92-93</del>
Step 0	\$12.60	\$13.29	\$14.02	\$14.86	\$15.75	\$16.70
Step 1	13.13	13.85	14.61	15.49	16.42	17.40
Step 2	13.65	14.40	15.19	16.10	17.07	18.09
	<u>97-98*</u>	<u>97-98**</u>	<u>98-99***</u>	<u>99-00</u>	<u>00-01</u>	
Step 0	\$18.06	18.60	20.65	21.17	21.81	
Step 1	\$18.82	19.38				
Step 2	\$19.56	20.15				

\* 97-98 rate prior to Jan 1, 1998

\*\* Jan 1, 1998 to Jun 30, 1998

\*\*\* Beginning July 1, 1998, a single step rate is established, tied to the annual percentage change in Schedule A salaries.

5. Extra hourly assignments shall include driver education, summer school, funded after school homework programs, training and assignments or programs approved by the Superintendent. The above pay schedule also includes subbing on the prep period.
6. The provisions of this agreement will not apply to persons employed solely in extra hourly assignments, except as otherwise set forth herein.

F. Teacher Tenure Policy

1. Continuing Contracts: All teachers who have been employed in the District for more than ~~two (2)\*~~ four (4) years and are given a continuing contract come under the terms of the State Tenure Act. ~~Teachers may, however, be placed on an additional year of probation at the discretion of the Board.\*~~
2. Probationary Contracts: New teachers hired into the System shall be considered probationary teachers without seniority for the first ~~two (2)\*~~ four (4) years. New teachers who had attained tenure in another Michigan district, shall be considered probationary for two years. When teachers are placed on continuing tenure, they shall be entered on the seniority list as of the date they began their duties as a teacher. A teacher's rating shall not be affected by his or her sex, race, religion, marital status or dependents.
3. Coaching Teachers: A teaching coach shall be assigned to every probationary teacher upon entrance of the teacher into the system. The "teaching coach" insofar as possible shall be a tenure teacher with a minimum of five (5) years' teaching experience and shall be engaged in teaching with the same grade, building, or discipline as the probationary teacher. It shall be the duty of the teaching coach to assist and counsel the probationary teacher in acclimating to the teaching profession and the school system.
  - a. Every effort should be made to match the coach and probationary teacher in terms of compatibility, personality and teaching philosophy.
  - b. It should be made clear to all coaches that remarks made to him/her shall be considered as having been said in confidence. These remarks shall remain confidential, unless the welfare and/or safety of a student and/or school facility is involved.
  - c. If the coach and the probationary teacher are incompatible, either party should have the right to request a change. Every effort should be made to honor such a request without prejudice to either party.

**\* Modified by subsequent legislation (ie. PA 59, 60, 337 of 1993)  
Current law specifies a four year probationary period for first time teachers and two years for teachers who held tenure in another Michigan district.**

**ARTICLE 14**  
**SENIORITY**

- A. Seniority is defined as the length of \*unbroken service performed as a bargaining unit member in the employ of Hazel Park Schools. (\*Unless a teacher retires, resigns, is terminated and does not regain the position, or transfers to a non-bargaining unit position, service is considered unbroken.)
- B. Seniority shall accrue during continuous periods of employment and while on leave as provided for in the following and shall be computed from the teacher's first day of employment, which is the first day of work. If the first day is a holiday, said day is the first day of work.
- C. In the event that two or more teachers share the same first day of employment (see B below), the following data will be used to break ties:
  - 1. Earliest verified contract signing date.
  - 2. Earliest prior verified employment as a bargaining unit member in Hazel Park.
  - 3. Earliest prior verified employment as a substitute in Hazel Park.

If step No. 1 breaks the tie, step No. 2 will not be used. If step No. 2 breaks the tie, step No. 3 will not be used.
- D. Administrators shall retain seniority rights only for those years in which they were earned as a teacher in Hazel Park.
- E. Each fall the Board and Association shall mutually review and prepare a seniority list.

**ARTICLE 15**  
**LAYOFF AND RECALL**

A. Reductions in Personnel, Seniority and Recall

If for any reason the Board anticipates a reduction of staff, it shall, prior to taking formal action, consult with the Association to receive recommendations regarding priorities and procedures to be followed.

In cases requiring a reduction of the teacher work force, the order of reduction shall be:

1. Temporary employees.
2. Probationary teachers.
3. Tenure according to seniority, certification, and ability in that order. If a position cannot be filled with a certified teacher in accordance with seniority, the teacher with the next highest seniority shall be retained. If equally qualified by seniority, certification in that order, demonstrated ability to perform shall take precedence.
4. Laid-off Association members shall be recalled to the first vacancy for which they are certified and qualified in reverse order of layoff. Vacancies shall be created when possible by implementation of the involuntary transfer clause.
5. In case of layoff, bargaining unit members so affected shall gain seniority accrual benefit for first year after layoff. This provision would not apply if the teacher should during this same time period gain seniority in another teaching bargaining unit. A laid-off Association members shall be considered laid off until he/she is reinstated in the District.
6. In all cases, notification of reduction of staff shall be consistent with the Michigan Teacher Tenure Act No. 4 of the Public Acts.
7. Refusal of an offer from the Board of a position for which the laid-off bargaining unit member is certified/licensed, or failure to respond within fourteen (14) days of the receipt of a written offer of a position made by the Board shall be cause for termination.
8. Notification of a recall shall be in writing with a copy to the president of the Association. The notification shall be sent by certified mail to the bargaining unit member's last known address. It shall be the responsibility of each bargaining unit member to notify the Board of any change in address.
9. A laid-off Association members shall, upon application, be considered for priority status on the District substitute teacher list.
10. Laid-off Association members shall be recalled to the first vacancy for which they are certified in reverse order of layoff. Vacancies shall be created by implementation of the involuntary transfer clause. It is understood that this will result in the layoff of the least seniorities teacher.



**ARTICLE 16**  
**TEACHER EVALUATION**

A. Teacher Observation and Evaluation

1. Philosophy

The Board and the Association mutually recognize that a fair continuing personnel evaluation procedure is an important and desirable condition of employment. The Board and the Association also recognize and agree that the primary purpose of evaluation is to assist a teacher and to improve the instructional program for students. The Board and the Association, likewise, agree that from time to time it may be necessary to discipline or reprimand a teacher and that such discipline or reprimand will be for just and reasonable cause.

2. General Procedure

- a. All administrative monitoring, observations and evaluations of the work performance of a teacher shall be conducted openly and in a timely manner with which it is reasonable to assume that a teacher has full knowledge. Full knowledge includes, but is not limited to, informing teachers of administrative and supervisory practices by memo, bulletin and policy handbooks as well as orally in general teachers' meetings or general public address announcements. Observed events which are considered seriously questionable, assumed very unsatisfactory, need immediate clarification, and/or interpretation, shall be brought to the teacher's attention by the close of the teacher's next scheduled work day. In any event, the intent of timely consultation will be maintained.
- b. Under no circumstances will the Administration request a teacher to assist another and then use these observations as evaluations or testimony.
- c. All communications including evaluations and observation statements made by Hazel Park administrators, commendations and complaints directed toward a teacher which are included in the personnel file shall be called to the teacher's attention at the time of the inclusion and offered to said teacher for signature of acknowledgement, which shall be attached to the filed statement. Direct communication which is to be enclosed in the teacher's personnel file shall clearly indicate that a copy is being enclosed in the teacher's personnel file (copy to Personnel File). Teachers have the right to prepare an answer to all direct communications, and it shall be attached to the filed copy and given such distribution as is appropriate.
- d. Any complaint regarding a teacher made to the Administration which is to be enclosed in the teacher's personnel file shall be brought to the attention of the teacher within three (3) working days of the complaint and the complainant identified.

The Administration is free to ignore any complaint which it chooses because it judges the complaint to lack merit or is too old to merit consideration. If the Administration decides to investigate a complaint prior to making its judgment, said investigation shall be completed within five (5) working days. If at the end of five (5) working days the investigation is not complete, the teacher in questions shall be informed that the investigation is in progress and an additional five (5) working days shall be allowed to continue the investigation. If at the end of the five (5) working day extension the investigation is still not complete, the teacher in question shall be informed that the investigation is still in progress and a final five (5) working day extension shall be allowed. If the complainant refuses to identify himself/herself, his/her complaint shall not be enclosed in the teacher's personnel file.

Issues of extremely sensitive personal nature may be the basis for extending these deadlines upon notification to the Association representative. Until formal action has been initiated, such information shall be held in total confidence between the Board and the Association.

- e. Each teacher shall have the right, upon reasonable notice, to review the contents of his/her own personnel file maintained at the individual's school or at the central personnel office, except materials deemed confidential by his/her college or university of materials that were used in the initial employment of the teacher. These references shall be removed in the presence of the teacher's designated representative prior to the teacher reviewing his/her file. A witness or advisor of the teacher's choice may, at the teacher's request, accompany said teacher in this review. The file review shall be made in the presence of the administrator-in-charge or his representative responsible for the safekeeping of the files.
- f. All entries into the file after July 1, 1968, which by the nature of their content might be used against the teacher, must be presented to the teacher personally who should sign the document in recognition of the presentation. Signature by the teacher does not necessarily mean agreement with the contents of the entry.
- g. No polygraph or lie detector device shall be used in any investigation of any teacher unless requested by the teacher.
- h. A teacher shall at all times be entitled to have present a representative of the Association when he/she is being disciplined for any infraction of discipline or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of Association is present.

### 3. Formal Evaluation

- a. A formal evaluation shall be written on the standard performance report form (see schedule D) in use at the time the evaluation is completed.
- b. The teaching performance of non-tenure teachers will be observed and a written evaluation prepared at least twice each school year. The principal or his / her designee will hold a conference with the non-tenure teacher after each such evaluation.
- c. The teaching performance of a tenure teacher shall be observed and a written evaluation prepared at least once each year. The principal or his / her designee will hold a conference with the tenure teacher after each such evaluation.

### 4. Informal Evaluation

- a. An informal evaluation is any administrative judgment about a teacher's performance other than those which are part of the formal evaluation report and which is reduced to written form and enclosed in the teacher's personnel file.
- b. An informal evaluation shall be derived from but not necessarily limited to the following:
  - (1) Direct administrative observation.
  - (2) Direct administrative discussion with the teacher.
  - (3) Legal documents such as affidavits, warrants, court orders, findings and proceedings.

- (4) Signed and verified letters and statements by parents.
- (5) Indirect information of a positive nature about a teacher based upon extra activities or programs in which he/she may participate.
- (6) True and factual oral reports from parents where the identify, truth and factualness are verified.

## **Hazel Park Schools Individualized Development Plan (IDP) Procedures and Guidelines \***

The IDP has been developed for the following purposes:

1. To comply with Tenure Act requirements.
2. To allow for self-evaluation.
3. To help administrators and teachers communicate about common concerns and work together for professional growth.

The following procedure is to be followed:

1. For first year teachers only:
  - By no later than the third week of school, each 1st year teacher will be given a blank copy of the Cooperative Evaluation form and a copy of the IDP checklist (see schedule E) that will be used during the probationary period.
  - By no later than the third week of school, each 1st year teacher will have been assigned a Coach who will act as a Mentor during the probationary period.
  - By no later than November 15th, the building Principal will meet with each first year teacher to mutually determine and agree upon IDP checklist areas of concentration for the year.
2. For second, third and fourth year teachers only:
  - By no later than September 30th, the building Principal will verify that each second and third year teacher has an assigned Coach. (Coaches may be assigned in later years if deemed necessary or appropriate.)
  - By no later than September 30th, the building Principal will verify that each second, third, and fourth year teacher has a mutually developed and agreed upon IDP that will be used during the current school year.
3. For all Probationary Teachers:
  - By no later than October 31st, the building Principal will complete the first Cooperative Evaluation for all probationary teachers for the current school year.
  - By no later than June 1st, the building Principal will complete the final Cooperative Evaluation for all probationary teachers for the current school year. The final evaluation must include an assessment of the teacher's progress in meeting the goals of the IDP.
4. For all Probationary and Tenure Teachers:
  - For any teacher determined to be performing less than satisfactorily, instead of the checklist, a detailed, written, and individually customized IDP may be written for that teacher based on the Cooperative Evaluation form topic areas. Additional observations and written evaluations will be utilized and the final evaluation will include an assessment of the teacher's progress in meeting the goals of the IDP consistent with State Law.

\* modified 10-24-97 by Letter of Agreement

**ARTICLE 17**  
**PAID LEAVES OF ABSENCE**

A. Sick Leave

1. All teachers will be granted a total of twelve (12) days absence (see article 28 for State Mandated Extended School Year Program Teachers) each year without loss of salary subject to the following:
  - a. The entire twelve (12) days (\*see article 28 for State Mandated Extended School Year Program Teachers) allowance may be used for personal illness, serious illness in the family, quarantine, religious holidays or tragedy.
  - b. Not more than five (5) of the twelve (12) days (see article 28 for State Mandated Extended School Year Program Teachers) may be used for death or family illness, except as specified above in A.1.a.
  - c. Not more than two (2) of the twelve (12) days (\*see article 28 for State Mandated Extended School Year Program Teachers) may be used for personal business, such leave to be granted upon application submitted in writing by the teacher -- before the absence in case of personal business and either before or after the absence in case of serious illness, death or tragedy. A personal business day shall be further identified as being a day to be used for pressing personal business that must be taken care of on a school day.
2. At the end of each year the unused portion of the twelve (12) days (\*see article 28 for State Mandated Extended School Year Program Teachers) shall become accumulative and shall be added without limitation to any previous accumulation. Absences for approved reasons shall be with pay within the limits of provisions set forth above.

If a teacher uses any combination of personal sick days and maximum sick bank allocation equivalent to the LTD waiting period, unless the teacher still has remaining personal sick days at that point, the teacher shall either take unpaid sick leave or go on LTD. Employee insurances shall extend throughout the course of the related school year.

A written doctor's statement shall be requested as a basis and/or requisite for payment of all extended sick leave benefits.

3. Personal business days that are taken immediately preceding or immediately following a school holiday are subject to full salary deduction, except as such absence may be provided for under paragraph A.1 above.
4. Religious holidays shall be approved in advance by the Superintendent and shall be treated as a deduction from sick leave.

B. Adoptive Leave

A teacher may utilize a maximum of twenty (20) days from his/her personal sick bank to accomplish the adoption of a minor child on the following conditions:

1. Adoptive leave must be used at the time of the adoption on consecutive work days within one school year.
2. The adoptive leave may not be used in conjunction with a family, maternity or voluntary leave under this agreement (unless allowable under FMLA).

C. Sabbatical Leave

The Board of Education of the School District of the City of Hazel Park shares with the professional staff its interest in and commitment to continuous improvement in teaching competence. Because of this mutual concern, the Board is extending to the staff the privilege of sabbatical leave.

Sabbatical leave of absence may be granted to members of the professional staff of Hazel Park Public Schools subject to the approval of the Board of Education upon the recommendation of the Superintendent of Schools when in their considered judgment the professional competence of the staff member and the general welfare of the public schools will be benefited.

The exact provisions of the sabbatical leave shall be those in existence in the 1983-84 master agreement (herein incorporated by reference) and shall remain on file in the principal's office in each building, as well as the administrative offices of the Assistant Superintendent.

**ARTICLE 18**  
**UNPAID LEAVES OF ABSENCE**

- A. The Board agrees to grant, whenever possible, requests for voluntary non-paid leaves of absence as described in this Master Agreement to Association members who make such requests.
- B. Leave of Absence Without Pay
1. At the discretion of the Board of Education and upon the written request of the teacher, it shall be the policy of the Board to grant leaves of absence without pay for health, maternity, family, study, voluntary purposes, research, travel, foreign teaching, military service and government volunteer programs or other professional and Association endeavors.
  2. Eligibility for any kind of leave of absence, except military service, maternity or FMLA\*, is conditioned upon satisfactory record of at least two (2) years of continuous employment in the school system.
  3. A second leave, or an extension of any type of leave, may be granted by the Board only upon the recommendation of the Superintendent.
  4. Teachers shall be granted seniority accrual for up to one full year of leave and a guarantee of their right to return to the position vacated. These provisions shall apply only and exclusively to one year leaves of absence. In the event that any leave goes beyond a three year period, a teacher shall be granted seniority accrual only for the first three years unless otherwise mandated by law.
  5. At the expiration of any leave of absence, the employee shall be returned according to qualification and seniority, and insofar as possible be assigned to the same building and teaching position and level held prior to the leave.

Commitment to this return is directly contingent on due notice by April 1 of the year preceding intended return.

6. The teacher shall notify the Superintendent of Schools in writing of intention to return no later than April 1 of the leave year. Failure to provide such notice shall be the equivalent of resignation.
7. All leaves of absence, except FMLA\*, shall be for a one year period, unless otherwise stipulated. Leaves of absence, when granted, are with the understanding that the employee on leave shall not enter into a contract for professional employment during the period for which the leave is granted. Exception to this rule is made only upon special action of the Board of Education in individual cases and only under unusual circumstances. This position is based upon the premise that teachers on leave are under continuing contract and cannot be employed under another contract simultaneously.

(also see section 10, FMLA\*)

### C. Types and Specific Conditions

#### 1. Health Leave

Upon recommendation of the Superintendent and of a physician, a health leave shall be granted up to a maximum of one (1) year plus any unfinished year, at the end of which time the employee must either return to duty or resign unless a special extension is granted. When the employee's health permits their return to duty, they shall so notify the Superintendent in writing and submit a statement from their physician to be reviewed and approved by the school physician certifying their fitness to return to duty. The Superintendent shall give them an assignment no later than the beginning of the following year or sooner if a vacancy exists.

Leave of absence for a maximum of one (1) year plus any part of an unfinished year for illness in the immediate family may be granted upon written request of the teacher and the recommendation of the Superintendent.

(also see section 10, FMLA\*)

#### 2. Maternity Leave\*

- a. The Board shall grant a leave of absence for maternity reasons, without pay, to any member of the bargaining unit upon written request for such leave. Any commitment or action by the Board, however, shall be contingent upon their having been notified in writing of such pregnancy by the employee not later than the fifth month of pregnancy. Notice by the employee by the seventh month shall indicate the intended beginning date of the leave. The Board may require a monthly statement from the attending physician attesting to the employee's physical fitness and demonstrated capacity to perform the required duties.
- b. The maternity leave shall continue in effect at the teacher's option until the first or second September after the granting of the leave and such date shall be specified in the seventh month notice to the Board. It is also the responsibility of the teacher to notify the Board in writing of her intention to return at least two (2) months prior to the date of return. In the event of a termination of pregnancy other than a live birth before the leave begins, it shall be treated as any other illness; and the teacher will return to work as soon as the physician permits and so certifies to the Board. If the leave has already begun, the teacher will be returned to the first vacancy for which she is qualified after certification in writing by her physician as to her physical fitness to work.

- c. Pregnant teachers who do not wish to take a maternity leave of absence will follow the normal sick leave procedure, but upon request after the fifth month of pregnancy, will submit to the Board of Education a written monthly statement from the attending physician attesting to their physical fitness to teach.
- d. Sick leave procedure, following the birth of a child, is defined as when a teacher is medically determined as able to teacher.

(also see section 10, FMLA\*)

### 3. Family Leave

The Board will allow a family leave of absence to employees desiring time off to raise a family. Approved family leaves shall be for no more than five (5) years. In addition, the employee shall be responsible for annual notice to the Board of Education indicating their desire to remain on leave for the following year and the intended future date of their return to employment. Notice and return information shall be submitted no later than April 1 annually. Failure to comply with this notice will be deemed valid grounds for leave termination.

When ready to return to employment, employees will deliver proper notice to the Board. Upon receipt of such notice, the Board will place their name on the waiting list of employees desiring reemployment. When in sequential place of order their application becomes due to consideration for a position for which they are both qualified and certified, they will be rehired. Reentry to the salary schedule by employees on family leave shall be determined by a one (1) step deduction from their departure level for each year that they are on leave, but in no instance shall they lose more than one-half (1/2) of their previously earned steps. Family leave will be granted but once to any employee.

When family leave (5 year maximum) is combined with a maternity leave (2 year maximum), the combined leave period could extend to a total of seven (7) years.

### 4. Leave for Study, Travel or Research

Leave for study, travel or research shall be granted for a maximum of one (1) year, provided that no more than three percent (3%) of the teaching personnel may be granted such leave in any one school year. Requests for such leaves shall be considered upon the basis of seniority, and only one (1) such leave shall be granted to any one teacher until all other requests for such leave have been disposed of.

### 5. Military Leave

Military leave shall be granted to any employee requesting such leave in order to perform service in the Armed Forces of the United States. Upon return he/she shall be entitled to reassignment rights in the position he is vacating or one of like status and pay, provided:

- a. The position vacated is other than temporary.
- b. He/she is honorably discharged from the Armed Forces.
- c. He/she applies for reemployment within ninety (90) days after discharge or from hospitalization continuing after discharge for a period of one (1) year.
- d. He/she is still qualified to perform the duties of the position. all provisions shall be in accordance with state and federal laws governing military leaves of absence.

6. Leave for Foreign Exchange and Peace Corps

Leave for foreign exchange and Peace Corps teaching may be granted for a period not to exceed two (2) years for the purpose of participation in the Exchange Teaching and Peace Corps programs. Any teacher granted such a leave who is below the maximum on the salary schedule shall advance one step on the schedule upon return and such Foreign and Peace Corps service shall count the same as if the teacher had taught in the District. Requests for leaves other than those specified may be considered by the Board of Education upon the recommendation of the Superintendent.

7. Teachers who are officers of the Association or appointed to its staff will, upon proper application, be granted leaves of absence without pay for the purpose of performing duties for the Association. Teachers given leaves of absence without pay shall receive credit toward annual salary increment on the schedule appropriate to their rank. Initial leaves granted for these purposes shall be for a period of up to two (2) years. Leave extension beyond the second year may be extended annually at the discretion of the Board when notified of such request no later than April 1 of the expiration school year.
8. Leaves to campaign for public office shall be for no less than the ensuing full semester nor no more than two (2) full semesters. If elected, the initial leave shall be for the length of the term of office for which elected. Leave beyond the first term of office may be extended annually at the discretion of the Board when notified of such request no later than April 1 of the expiration school year.

9. Voluntary Leaves of Absence

The voluntary leaves concept is designed to open up existing leave of absence policy so that more experienced teachers might more seriously consider the merits of a voluntary leave.

Applicable condition of such a leave plan would include the following:

- a. Teachers who have attained ten (10) or more years experience with the District shall be eligible for a voluntary leave.
- b. Seniority shall accrue while teacher is on leave.
- c. Teacher will be guaranteed their right to return based on seniority at the expiration of the leave.
- d. Requests for voluntary leaves shall be approved at the discretion of the Superintendent of Schools annually on or before April 1 shall be limited to a total of three such approved leaves per teacher.
- e. The concept and conditions of the voluntary leave policy shall apply with priority at the time of layoffs.\*\*
- f. Teachers granted voluntary leave shall receive neither salary nor other benefits during the time of the leave.

\*\*Reverse layoffs - more senior teachers shall be offered the opportunity to be laid off for a year with guaranteed rights to return according to seniority. Members on reverse layoff shall accrue seniority.



10. \* Family Medical Leave Act

Employees requesting leaves of absence, pursuant to the District Family Medical Leave Act (FMLA) policy, who are found eligible, will be required to exhaust paid leave entitlements (identified by the FMLA) for which they may be otherwise eligible under the terms and conditions of the collective bargaining agreement during their FMLA leave time. The rights established by the District Family Medical Leave Act (FMLA) policy will not diminish any employee benefit programs or plans or paid leave provisions dictated by the terms of the collective bargaining agreement. Further, any rights afforded by the District Family Medical Leave Act (FMLA) policy will not be used to expand an employees contractual rights and benefits, provided those rights and benefits meet or exceed the basic requirement of the Family Medical Leave Act (FMLA).

\* **modified 11-10-94 by Letter of Agreement**

**ARTICLE 19**  
**MASTER SICK BANK**

A Master Sick Bank is hereby established. The funding of the bank shall be as follows:

- A. All teachers, excepting part-time teachers who receive one-half the normal allowance of sick leave per year, shall have two (2) days transferred from their personal accumulated leave bank to the Master Sick Bank. If no accumulation exists, the two (2) days shall be transferred from their current allowance of twelve (12) sick days. Part-time teacher shall have one (1) day transferred to the Master Sick Bank in the same manner as full-time teachers.

From all teachers mentioned above the transfer of days shall be done as of the first day of the next school year.

Teachers hired subsequent to February 1 of the school year shall have one (1) day transferred to the Master Sick Bank on the initial date of employment and an additional day in the following September.

- B. All sick days once transferred to the Master Sick Bank shall not be deducted from the days remaining in the Master Sick Bank at the time a teacher terminates their employment with the School District.
- C. The Board agrees to implement transfer of days as required by the procedures of the HPEA Sick Bank Committee.

**ARTICLE 20**  
**RETIREMENT/SEVERANCE**

A. Resignation

In case a teacher who is on continuing tenure wishes to discontinue, without giving the sixty (60) days' notice as required by the Tenure Act, then mutual consent shall be in writing.

~~B. Retirement of all teachers shall be compulsory at the age of seventy (70). When age seventy (70) is attained during the course of the school year, the teacher shall be permitted to complete the school year. No teacher, however, may be permitted to begin a school year after having attained the age of seventy (70). \* Contrary to current law~~

B. Terminal Leave

Upon retirement or death, a teacher or their beneficiary shall be paid one-half (1/2) the number of unused cumulative sick days up to a maximum of sixty (60) days' pay. In addition, each block of five (5) days over the 120 days' level will be reimbursed at the rate of \$150 per block. Fractional blocks will be pro-rated accordingly. The term "Retirement" shall be defined as the eligibility of a public school employee to retire under the provisions of the Michigan Public School Employees' Retirement Fund Law and with a minimum period of ten (10) years' employment experience in the Hazel Park School System. In instances of teacher retirement only, cumulative sick leave pay shall not in any case be less than One Thousand Two Hundred Fifty Dollars (\$1,250).\* Benefit payments under the guarantee provision shall be subject to review and recommendation by the Joint Review Committee, which shall be made up of two (2) representatives each from the Association and the Board.

\*Retirement guarantee benefits shall be reduced \$100.00 for each year less than ten (10) years' service in the Hazel Park School System.

**ARTICLE 21**  
**PROTECTION OF TEACHERS**

- A. The Board will continue to accept its responsibility to give support and assistance to teachers with respect to the maintenance of control and discipline in the school. Such support will be provided by the appropriate administrative personnel and when necessary will be provided directly by the Board. Problem students may be temporarily removed from a teacher's classroom by the teacher and the building principal. Whenever it appears that a particular pupil requires the attention of special counselors, visiting teachers, social workers, law enforcement personnel, physicians, or other professional persons, the Board will take all necessary steps to relieve the teacher of responsibilities with respect to such pupil.
- B. Pupils who, after consultation with appropriate qualified professional people, are determined to be incapable of adjusting to the regular classroom will be removed from such regular classroom.
- C. The Board acknowledges that some children require special attention. Therefore, the Board agrees to continue to seek methods of expanding appropriate programs to serve such children.

D. Case of Alleged Assault and Battery

1. Any case of alleged assault upon a teacher which had its inception in a school-centered problem will be promptly reported to the Board or its designated representative. If the alleged assault was by a pupil, the assaulting pupil will be immediately suspended. The alleged assault will be promptly investigated by the principal or his/her designated representative, who, with the teacher and Superintendent, shall determine a suitable punishment for the assaulting pupil(s).
2. If the assault is by a person who is not a pupil, the Board will promptly report the incident to the proper law enforcement authorities.
3. In either case (pupil or non-pupil) the Board will render assistance to the teacher in connection with handling of the incident by law enforcement, legal and medical authorities.
4. Whenever a teacher is absent from school as a result of personal injury sustained or suffers damages or destruction of clothing or property by assault arising out of and in the course of their employment, they will be reimbursed for all such cost and will be paid their full salary (less the amount of any worker's compensation made to offset loss of salary due to said injury) for the period of such absence and no part of such absence will be charged to his/her annual or accumulated sick leave. The Board may, at its option, request a confirming statement from a medical doctor relative to the duration of such absence from the teaching assignment. As soon as such teacher is physically able to return to work, he/she shall be restored to his/her previous position or an equivalent position. Salary continuation shall extend, however, throughout the course of the related school year.

E. Worker's Compensation

Any teacher who is injured in the line of duty shall receive such compensation and expenses as prescribed by the Worker's Compensation Law of the state plus any other benefits from Social Security or public sources. Such compensation shall be supplemented with an amount sufficient to maintain his/her regular pay for a period not to exceed one hundred twenty (120) calendar days or the end of the current school year, whichever comes first, without deduction to his/her accumulated sick leave. It shall be the responsibility of the employee to give immediate notice of injury to his/her supervisory.

As soon as such teacher is physically able to return to work, he/she shall be restored to his/her previous position or an equivalent position.

- F. During the term of this Agreement the Board will provide liability insurance protection for teachers in the amount of one million dollars (\$1,000,000.00). Cases involving corporal punishment are, however, specifically excluded from this coverage.
- G. Any complaints directed toward a teacher shall be promptly called to the attention of the teacher.
- H. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property, but shall not be individually liable, except in the case of gross negligence or gross neglect of duty, for any damage or loss to person or property.

**ARTICLE 22**  
**SHARED TEACHING/RESERVE TEACHER**

A. Fractional Assignment and Shared Time Teachers

It is recognized that fractional time and/or shared assignments might lend to program variation and flexibility, reduced need for layoff as well as earlier recall of teachers.

1. Requests for consideration of fractional or shared assignments may be initiated by the Administration, currently employed or laid-off teachers. Teachers interested in shared or fractional assignments should initiate their requests in writing by June 30.
2. The Administration has full and final discretion as to whether to provide such assignments. Failure to grant or initiate such requests shall not be cause for grievance.
3. Scheduling such assignments may encompass partial days, weeks, or years (semester basis) or combination thereof.
4. Teachers in such assignments will accrue a full year's seniority and salary increment.
5. The following factors will be prorated according to the percentage of salary (high school, 5 period work day; junior high, 6 period work day; elementary, half pay per day) received for the fractional assignments. Leave days (per existing Master Agreement guidelines on usage):

Planning time - to the degree possible

Deduction of sick days used

Fringe benefits (If a shared teaching assignment effectuates the recall of laid-off teacher to a shared teaching position or prevents the layoff of a teacher, then both shared teachers shall receive full fringes.)

Attendance at staff meetings

6. Attendance at staff meetings may be required if the meetings immediately precede or follow assigned duty time.
7. Teachers not attending are responsible for finding out the content of the meeting.
8. Should a shared time teacher who is teaching less than a full day each day be absent more than the number of days granted under 5 above, the deduction from that teacher's sick leave bank which was accumulated through previous work shall be prorated based upon the same proportion as that used for salary determination.
9. Semester pay schedule - Teachers teaching first semester only may have their salary paid the first semester of the school year. Salary would not begin for those teachers teaching the second semester until active employment begins, then second semester teachers will have their pay spread for the balance of the second semester.
10. Teachers who participate in the shared time program shall retain all rights, benefits and responsibilities of the Master Agreement except as modified by this article.
11. In order for shared time teaching assignments to occur, two teachers will have to voluntarily participate, or one teacher may teach part time with permission of the Superintendent or his/her agent.

12. A shared time teaching assignment shall in no way waive any rights to a full-time job, benefits or salary at a future time to be determined by the teacher. It is understood that a shared time or part-time teacher wishing to return to full-time status shall be allowed to do so by the fall of any new school year according to seniority. Shared time assignments shall be made for no more than one year at a time. Any deviation shall have the approval of the Superintendent of Schools and be in accord with the other terms and conditions of the Master Agreement.
  13. Shared teachers and other part-time teachers shall continue to pay full Association dues.
- B. Shared teachers and other part-time teachers shall have the option of fringe benefits according to the following plan (up to June, 2001):
1. Plan B insurance coverage of MESSA PAK, fully Board paid (see insurance), and also including a prorated tax shelter or cash payment at the fractional equivalent of his/her teaching contract (e.g., three-fifths [3/5] contract employee would be eligible for 3/5 T.S.A. or cash payment).
- OR
2. Plan A of MESSA PAK (see insurance), prorated payment by the Board of Education at the fractional equivalent of his/her teaching contract (e.g., three-fifths [3/5] contract employee would be eligible for 3/5 payment of monthly premium by the Board of Education with the employee liable for remainder of the monthly premium).

### **ARTICLE 23** **GRIEVANCE PROCEDURE**

A. Definitions

1. A "grievance" is a claim based upon an event or condition which affects the welfare or conditions of employment of a teacher or group of teachers and/or arising from the language of this Agreement or an alleged breach thereof. Complaints and grievances arising out of the working agreement shall be process through the grievance procedure hereinafter set forth.
2. An "aggrieved person" is the person or persons making the complaint either individually or through the Association.
3. A "party in interest" is the person or persons making the claim and/or any person who might be required to take action or against whom action might be taken in order to resolve the grievance.
4. The term "days" when used in this section shall, except when otherwise indicated, mean working school days.
5. The Association Grievance Committee shall hereinafter be referred to as the Professional Rights and Responsibilities Committee.

B. General Principles

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances which may from time to time arise. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

2. It shall be the firm policy of the Board to assure every teacher an opportunity to have the unobstructed use of this grievance procedure without fear of reprisal or without prejudice in any manner to his/her professional status.
3. Any aggrieved person may be represented at all meetings and all hearings at all levels of the grievance procedure by another teacher or by another person provided, however, that the aggrieved person may in no event be represented by an officer, agent, or other representative of any teacher organization other than the Hazel Park Education Association and that the Association shall have the right to be present and to state its view at all levels of the grievance procedure after the first level.
4. Nothing contained herein will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement.
5. The failure of an aggrieved person to proceed in the next step within the time limits set forth shall be deemed to be an acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the particular grievance; provided, however, that in the event new facts are obtained which were not previously known to him/her, but which, if they had been known, may have influenced the disposition of the grievance, the presentation of such information to the parties in interest shall constitute grounds to reopen the grievance procedure at that level at which it had been terminated. Provided further, that in the event a decision has been rendered in a grievance and such decision has not been implemented or has been violated, the presentation of such evidence to the parties in interest shall constitute grounds to reopen the grievance at that level at which it had been terminated.
6. If, in the judgment of the Professional Rights and Responsibilities Committee of the Association, a grievance affects a group or class of teachers, the Committee may process such a grievance in writing to the Superintendent directly; and the processing of such a grievance shall be commenced at level four.
7. The failure of an administrator at any step to communicate his/her decision to the teacher within the specified time limits shall permit the teacher and/or the Professional Rights and Responsibilities Committee to proceed to the next step.
8. It shall be the general practice of all parties in interest to process grievance procedures during such times as to not interfere with regular assigned duties. Provided, however, in the event it is mutually agreed by the aggrieved person, the Association and the Board to hold proceedings during the regular working hours, any teacher engaged during the school day in negotiating in his own behalf, or in the behalf of the Association, with any representative of the Board, or participating in any level of grievance procedure, including mediation, shall be released from regular duties without loss of salary.
9. It is important that grievances be processed as rapidly as possible. The number of days at each level should be considered as maximum, and every effort should be made to expedite the process. Provided, however, in the event a grievance is filed on or after June 1 which, if left unresolved until the beginning of the following school year could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is possible.

10. Forms for filing grievances, serving notices, making appeals, making reports and recommendations, and other necessary documents that have been approved by the Board and the Professional Rights and Responsibilities Committee shall be printed and given appropriate distribution by the Board so as to facilitate operation of the grievance procedure. Instruction and sample forms shall be included in the teachers' handbooks.
11. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
12. The following matters shall not be the basis of any grievance filed under the procedure outlined in this article:
  - ~~a. The placing by the Board of non-tenure teacher on a third year of probation; or~~
  - a. Any claim or complaint covered by the Teacher Tenure Act (Act 4, Public Act, Extra Session, 1937, Michigan amended).
  - b. Any claim or complaint based upon an action taken by the Board and/or their representative which was required of them by law.
13. Response time conditions at any procedural level may be extended by mutual agreement.

#### C. Procedure

##### 1. Level one

A teacher with a grievance will first discuss it with his/her principal or immediate superior, either directly or through the Association's School Representative, with the objective of resolving the matter informally. A teacher having such a complaint is expected to bring the matter to the attention of his/her immediate supervisor and request an information meeting to discuss the problems no later than ten (10) days after the event or occurrence, which is when the basis of the complaint becomes known to him/her.

##### 2. Level two

In the event the complaint is not satisfactorily resolved, the aggrieved person may invoke the grievance procedure by giving notice to his/her immediate supervisor or principal, the Superintendent and the Association in writing, on approved grievance forms. It is expected that such notice will be filed not later than six (6) days after the informal discussion required under level one. Within six (6) days of receipt of the written grievance, the aggrieved person's immediate supervisor or principal shall state his/her decision relative to the grievance in writing, together with the supporting reasons thereof, and furnish one (1) copy to the aggrieved person and two (2) copies to the chairperson of the Professional Rights and Responsibilities Committee.

##### 3. Level three

If the aggrieved person desires to appeal the decision of the immediate supervisor or principal, he/she shall file the grievance with the Professional Rights and Responsibilities Committee of the Association within six (6) days after receipt of such decision. An Ad Hoc Committee, as designated by the Professional Rights and Responsibilities Committee, shall within six (6) days make a judgment on the merits of the grievance. If the Ad Hoc Committee decides the grievance lacks merit, it shall give written notification to the aggrieved person. As far as the Association is concerned, this matter is terminated; and the Association shall furnish such notice of its decision to the aggrieved person's principal or immediate supervisor.

If the Ad Hoc Committee decides the grievance has merit, it shall promptly refer such grievance to the Superintendent of Schools.

4. Level four

The Superintendent or his/her designee will represent the Administration at this level of the grievance procedure. Within six (6) school days after receipt of the written grievance by the Superintendent, the Superintendent and/or his/her designee will meet with the aggrieved person and the Ad Hoc committee in an effort to resolve it. Within six (6) days after the meeting the Superintendent of Schools and/or his/her designee will issue in writing his answer to the aggrieved person and the Association. Witnesses may be presented at this level.

5. Level five

If the aggrieved person is not satisfied with the disposition of his/her grievance at level four, he/she may file the grievance in writing with the chairperson of the Professional Rights and Responsibilities Committee within six (6) school days after a decision by the Superintendent. Within six (6) school days after receiving the written grievance, the chairperson of the Professional Rights and Responsibilities Committee will refer it to the Board. Within ten (10) school days after receiving the written grievance, a committee of the Board will meet with the aggrieved person for the purpose of resolving the grievance. The ultimate decision on the grievance at level five will, however, be rendered by the full Board at the next meeting.

6. Level six

If the decision of the Board of Education is not satisfactory to the Association, the grievance may be submitted to arbitration before an impartial arbitrator selected by the parties. If the parties cannot agree as to the arbitrator within ten (10) days he/she shall be selected by the American Arbitration Association in accordance with its rules, which shall likewise govern the arbitration hearing. The arbitrator shall have no power to alter, add to, or subtract from the terms of this 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.

7. If any teacher for whom a grievance is sustained shall be found to have been unjustly discharged, he/she shall be reinstated with full reimbursement of all professional compensation lost.
8. The costs of any arbitration under this article shall be shared equally by the Board of Education and the Association.
9. There shall be one (1) teachers' representative for each school building, selected by the Association (or an alternative if the building representative is absent) who shall be designated the official representative of the Association for the teachers in that building. An updated listing shall be submitted periodically to the Superintendent of Schools.
10. If an individual teacher uses the grievance procedure, including binding arbitration, without the assistance of the Association, he/she shall share the cost of binding arbitration with the Board.



**ARTICLE 24**  
**NEGOTIATIONS PROCEDURE**

- A. This Agreement incorporates the understanding of the parties on all issues which were the subject of negotiation. During the term of this Agreement neither party will be required to negotiate with respect to any matter covered by this Agreement.

It is agreed that matters that were not the subject of negotiation or covered by this Agreement, but under the terms of Public Act 379 and of concern to both parties, shall be subject to professional negotiation between them (on occasion) during the period of this Agreement upon the written request by either party to the other. It is further agreed, however, that by mutual written agreement any subject in this contract may be subject to negotiation.

- B. Not later than May 1 of the calendar year in which this Agreement expires, the Board agrees to negotiate with the Association over a successor Agreement in accordance with the procedure set forth herein in a good faith effort to reach agreement concerning teachers' salaries and all other conditions of their employment. Such negotiations will include, but not be limited to, the subjects covered by this Agreement and any other matters within the jurisdiction of Public Act 379. Any agreement so negotiated will apply to all teachers in the bargaining unit and will be reduced to writing and signed by the Board and the Association.
- C. During negotiations the Board and the Association will present relevant data, exchange points of view and make proposals and counter proposals. As of the time such information is made available to the Board, the Board will make available to the Association materials relating to budgetary proposals and all pertinent records of the Hazel Park School system at the written request of the Association which request shall specify the records desired. Official records will be made available at the offices of the Board and will not be removed from the Board's offices. Either party may, if it so desires, utilize the services of consultants to assist in the negotiations.
- D. If the negotiations described in this Section A have reached an impasse, the procedure described in Act 379 of the Michigan Public Acts of 1965 will be followed.
- E. The Association recognizes that strikes (as defined by Section 1 of Public Act 336 of 1947, as amended by Public Act 379, State of Michigan) by teachers are contrary to law and public policy. The Board and the Association subscribe to the principle, to the degree possible, that differences shall be resolved by appropriate and peaceful means.
- F. In any negotiations between the Hazel Park Education Association and the Hazel Park Board of Education, neither party shall have any control over selection of the negotiating representatives of the other party; and each may select its representatives from within or outside the school district. It is understood that no final agreement between the parties may be executed without ratification by a majority vote of the Board of Education and by a majority vote of the membership of the Association; but the parties mutually pledge that representatives selected by each shall be clothed with all the necessary powers and authority to make proposals, consider proposals, and make concessions in the course of negotiations, subject only to such ultimate ratification.
- G. If the parties fail to reach an agreement in any such negotiations either party may involve the mediation machinery of the State Labor Mediation Board or take other lawful measure it may deem appropriate.

**ARTICLE 25**  
**AMNESTY CLAUSE**

The Association agrees not to harass, embarrass, or cause discomfort to any parent, student, fellow employee or member of the Association as a consequence of their participation or lack thereof during the job action in 1972 and/or subsequent years.

Likewise, the Association agrees to use its best efforts to continue the educational program in the Hazel Park Schools to the highest level of excellence obtainable. The Board and/or its agents agree not to take reprisals in any manner or form against teachers for participation or lack thereof in their job action in 1972 and/or in subsequent years including not not limited to: letters of reprimand, reference to said job action included in their personnel file or disseminated to any person(s) or agency(ies) information regarding anyone's participation or lack thereof in said job action.

Evaluations, recommendations, continued employment, transfers, promotions, work load or assignments shall not be based entirely or in part on participation or lack thereof in any job action.

**ARTICLE 26**  
**INSURANCE**

- A. Notwithstanding the provisions of this article, the terms of any contract or policy issued by an insurance company shall be controlling as to all matters concerning benefits, eligibility, and termination of coverage and other required matters. Disputes between beneficiaries of employees and any insurance company shall not be subject to the grievance procedure established herein.
- B. The district shall provide without cost to the bargaining unit member the following:

MESSA-PAK 1998-2001

PLAN A (For employees needing health insurance)

MESSA SUPERCARE 1 (\$2.00 drug card) - \$50.00 deductible individual  
\$100.00 for two or more family members

Long Term Disability: 66 2/3%  
\$3,900 maximum  
180 calendar days - modified fill  
Mental/nervous and alcoholism/drug same as any other illness  
Social Security freeze  
COLA

Delta Dental plan 80/80/80: \$1,300

Negotiated life: \$40,000 AD&D

Vision: VSP-3

Dependent Life: \$2,000 spouse; \$2,000 child(ren)

Bargaining unit members not electing MESSA-PAK PLAN A will select MESSA-PAK PLAN B .

PLAN B (For employees not needing health insurance)

Delta Dental Plan 100: 90/90/90: \$1,500

Negotiated life: \$50,000 AD&D

Vision: VSP-3

Long Term Disability: 66 2/3%  
\$3,900 maximum  
180 calendar days - modified fill  
Mental/nervous and alcoholism/drug same as any other illness  
Social Security freeze  
COLA

Dependent life: \$2,000 spouse; \$2,000 child(ren)

Prescription RX Card: \$ .50 co-pay

Tax sheltered annuity: At the conclusion of a complete and continuous year of employment, any employee who has not been provided district paid health insurance benefits shall be eligible to receive, without personal cost, a \$400 tax sheltered payment.

- C. If a teacher already has coverage equal to or better than MESSA PAK Plan A coverage from any other source, he/she shall only be entitled to MESSA PAK Plan B coverage.
- D. Teachers married to other teachers who are members of the HPEA are entitled to select A or B below. One spouse shall select A, and the other shall select B, including the TSA.
- E. The Board shall make payment of insurance premiums for all persons who complete their contractual obligation to assure insurance coverage for a full twelve month period even though the the teacher may not be returning the next school year. The School Board will be responsible for providing insurance information in the form of applications and enrollment meetings.

The Board agrees to permit teaches on a leave of absence to continue on a cash paying basis for the maximum number of months allowed by MESSA after the Board's obligation terminates.

- F. If the coverage currently provided by the MESSA PAK described in Article 26, paragraph B, changes over the duration of this contract, the Board will provide coverage equal to that of the MESSA PAK described in Article 26, paragraph B, through the MESSA PAK, a self-funded insurance plan, or a plan mutually agreeable to both the Board and the Association.

**\* Recent State law prohibits abortion coverage for the contract extension period, from July 1, 1999 - June 30, 2001.**

**ARTICLE 27**  
**STATE MANDATED EXTENDED YEAR PROGRAMS**

1. The calendar for these extended school year programs will be subject to the provisions of P.A. 451 of 1976 and the Revised Administrative Rules for Special Education of July 1, 1987, and all amendments and adjustments as passed by the legislative and/or State Board of Education as collectively bargained between the parties (see attached).
2. Teachers working this Special Education extended year program, shall receive salary adjustment including increments and schedule improvements on the first day of work of the next school year.
3. Teachers in the extended year program shall earn a total of 13 sick days per contractual year.
4. Compensation for the extended days shall be the daily rate of pay times the actual number of additional days scheduled.
5. Teachers working in the extended year program shall have their pay equally distributed over the extended school year.

**\* modified 3-19-93 by letter of agreement**

**ARTICLE 28**  
**DURATION OF CONTRACT**

This Agreement entered into by and between the Board of Education of the City of Hazel Park, Michigan and the Hazel Park Education Association shall be effective as of July 1, ~~1987~~ 1998, and shall continue in full force and effect until August 31, ~~1993~~ 2001. On or before May 1, ~~1993~~ 2001, either side may give notice to the other of its desire to terminate, amend or modify this Agreement.

Upon receipt of notice by either side, arrangement shall promptly be made for negotiations to commence. In the event that neither side gives notice to the other of its intention to terminate, amend, or modify this Agreement by May 1, ~~1993~~ 2001, then the Agreement shall automatically be extended on the same terms and conditions for another year.

This Agreement shall supersede any rules, regulations, practices, or policies of the Board which shall be contrary or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms in any individual teachers contracts heretofore in effect. All future individual teachers contracts shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

Copies of this Agreement shall be printed at Board expense and distributed to teachers now employed or hereafter employed by the District. Distribution shall be no later than thirty (30) days after contract ratification.

If any provisions 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 application shall continue in full force and effect.

IN WITNESS WHEREOF the said parties have caused to be executed by their duly authorized officer as of the day and year first above written. Any notices required hereunder shall be sufficient if mailed:

TO THE BOARD:

c/o Superintendent of Schools  
Hazel Park School District  
23136 Hughes  
Hazel Park, MI 48030

TO THE ASSOCIATION:

c/o Then Elected President  
of the Hazel Park Education  
Association at his/her residence

IN WITNESS WHEREOF the parties have hereto set their hands and seals this day and year first above written:

Executed at Hazel Park,  
State of Michigan,

County of Oakland  
Date June 15, 1998

School District of the City of Hazel Park


Hazel Park Education Association

  
Clint Adkins, President

  
Mary Ann Ochab, President

  
Mel Rasmusson, Negotiator

  
Mary Mc Cartney, Negotiator

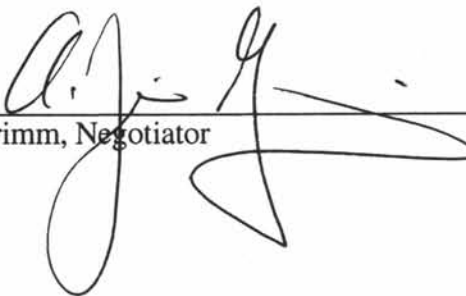
  
James E. Anker, Negotiator

  
Elaine Dickstein, Negotiator

  
Jeffery L. Conrad, Negotiator

  
Karen Pobursky, Negotiator

  
Mary L. Watson, Negotiator

  
Jim Grimm, Negotiator

**School District of the City of Hazel Park  
Schedule A  
Salary Schedule  
1998-1999**

	<u>B.A.</u>	<u>B.A.+18</u>	<u>M.A.</u>	<u>M.A.+15</u>	<u>M.A.+30</u>	<u>M.A.+45</u>	<u>DR.</u>	<u>Non Degree</u>
<b>BASE</b>	28,760	30,202	31,639	32,795	33,937	35,093	36,241	27,323
<b>0.5</b>	30,123	31,697	33,328	34,479	35,627	36,778	37,928	28,553
<b>1.0</b>	31,484	33,191	35,011	36,160	37,310	38,464	39,609	29,775
<b>1.5</b>	32,842	34,691	36,696	37,844	38,997	40,148	41,296	31,005
<b>2.0</b>	34,205	36,185	38,383	39,532	40,682	41,836	42,982	32,224
<b>2.5</b>	35,566	37,681	40,069	41,217	42,367	43,522	44,667	33,453
<b>3.0</b>	36,927	39,173	41,752	42,903	44,059	45,205	46,355	34,673
<b>3.5</b>	38,289	40,678	43,440	44,590	45,742	46,889	48,043	35,902
<b>4.0</b>	39,649	42,166	45,127	46,276	47,429	48,576	49,727	37,126
<b>4.5</b>	41,007	43,665	46,812	47,961	49,112	50,260	51,413	38,352
<b>5.0</b>	42,367	45,158	48,498	49,649	50,796	51,949	53,098	39,578
<b>5.5</b>	43,729	46,658	50,182	51,334	52,484	53,634	54,784	40,805
<b>6.0</b>	45,092	48,150	51,867	53,014	54,168	55,324	56,474	42,027
<b>6.5</b>	46,451	49,649	53,553	54,702	55,854	57,005	58,160	43,253
<b>7.0</b>	47,811	51,140	55,241	56,396	57,540	58,693	59,843	44,481
<b>7.5</b>	49,168	52,633	56,926	58,075	59,226	60,377	61,525	45,704
<b>8.0</b>	50,535	54,132	58,611	59,765	60,912	62,065	63,213	46,929
<b>8.5</b>	51,892	55,632	60,300	61,450	62,600	63,752	64,899	48,159
<b>9.0</b>	53,253	57,125	61,986	63,134	64,284	65,435	66,586	49,378
<b>9.5</b>	53,810	57,757	62,731	63,864	64,998	66,129	67,264	49,857
<b>10.0</b>	55,150	59,227	64,394	65,523	66,661	67,790	68,926	51,060



**School District of the City of Hazel Park  
Schedule A  
Salary Schedule  
1999-2000**

	<u>B.A.</u>	<u>B.A.+18</u>	<u>M.A.</u>	<u>M.A.+15</u>	<u>M.A.+30</u>	<u>M.A.+45</u>	<u>DR.</u>	<u>Non Degree</u>
<b>BASE</b>	29,479	30,957	32,430	33,615	34,785	35,970	37,147	28,006
<b>0.5</b>	30,876	32,489	34,161	35,341	36,518	37,697	38,876	29,267
<b>1.0</b>	32,271	34,021	35,886	37,064	38,243	39,426	40,599	30,519
<b>1.5</b>	33,663	35,558	37,613	38,790	39,972	41,152	42,328	31,780
<b>2.0</b>	35,060	37,090	39,343	40,520	41,699	42,882	44,057	33,030
<b>2.5</b>	36,455	38,623	41,071	42,247	43,426	44,610	45,784	34,289
<b>3.0</b>	37,850	40,152	42,796	43,976	45,160	46,335	47,514	35,540
<b>3.5</b>	39,246	41,695	44,526	45,705	46,886	48,061	49,244	36,800
<b>4.0</b>	40,640	43,220	46,255	47,433	48,615	49,790	50,970	38,054
<b>4.5</b>	42,032	44,757	47,982	49,160	50,340	51,517	52,698	39,311
<b>5.0</b>	43,426	46,287	49,710	50,890	52,066	53,248	54,425	40,567
<b>5.5</b>	44,822	47,824	51,437	52,617	53,796	54,975	56,154	41,825
<b>6.0</b>	46,219	49,354	53,164	54,339	55,522	56,707	57,886	43,078
<b>6.5</b>	47,612	50,890	54,892	56,070	57,250	58,430	59,614	44,334
<b>7.0</b>	49,006	52,419	56,622	57,806	58,979	60,160	61,339	45,593
<b>7.5</b>	50,397	53,949	58,349	59,527	60,707	61,886	63,063	46,847
<b>8.0</b>	51,798	55,485	60,076	61,259	62,435	63,617	64,793	48,102
<b>8.5</b>	53,189	57,023	61,808	62,986	64,165	65,346	66,521	49,363
<b>9.0</b>	54,584	58,553	63,536	64,712	65,891	67,071	68,251	50,612
<b>9.5</b>	55,155	59,201	64,299	65,461	66,623	67,782	68,946	51,103
<b>10.0</b>	56,529	60,708	66,004	67,161	68,328	69,485	70,649	52,337

**School District of the City of Hazel Park**  
**Schedule A**  
**Salary Schedule**  
**(based on a state requirement of 1098 hours of instruction)**  
**2000-2001**

	<u>B.A.</u>	<u>B.A.+18</u>	<u>M.A.</u>	<u>M.A.+15</u>	<u>M.A.+30</u>	<u>M.A.+45</u>	<u>DR.</u>	<u>Non Degree</u>
<b>BASE</b>	30,363	31,886	33,403	34,623	35,829	37,049	38,261	28,846
<b>0.5</b>	31,802	33,464	35,186	36,401	37,614	38,828	40,042	30,145
<b>1.0</b>	33,239	35,042	36,963	38,176	39,390	40,609	41,817	31,435
<b>1.5</b>	34,673	36,625	38,741	39,954	41,171	42,387	43,598	32,733
<b>2.0</b>	36,112	38,203	40,523	41,736	42,950	44,168	45,379	34,021
<b>2.5</b>	37,549	39,782	42,303	43,514	44,729	45,948	47,158	35,318
<b>3.0</b>	38,986	41,357	44,080	45,295	46,515	47,725	48,939	36,606
<b>3.5</b>	40,423	42,946	45,862	47,076	48,293	49,503	50,721	37,904
<b>4.0</b>	41,859	44,517	47,643	48,856	50,073	51,284	52,499	39,196
<b>4.5</b>	43,293	46,100	49,421	50,635	51,850	53,063	54,279	40,490
<b>5.0</b>	44,729	47,676	51,201	52,417	53,628	54,845	56,058	41,784
<b>5.5</b>	46,167	49,259	52,980	54,196	55,410	56,624	57,839	43,080
<b>6.0</b>	47,606	50,835	54,759	55,969	57,188	58,408	59,623	44,370
<b>6.5</b>	49,040	52,417	56,539	57,752	58,968	60,183	61,402	45,664
<b>7.0</b>	50,476	53,992	58,321	59,540	60,748	61,965	63,179	46,961
<b>7.5</b>	51,909	55,567	60,099	61,313	62,528	63,743	64,955	48,252
<b>8.0</b>	53,352	57,150	61,878	63,097	64,308	65,526	66,737	49,545
<b>8.5</b>	54,785	58,734	63,662	64,876	66,090	67,306	68,517	50,844
<b>9.0</b>	56,222	60,310	65,442	66,653	67,868	69,083	70,299	52,130
<b>9.5</b>	56,810	60,977	66,228	67,425	68,622	69,815	71,014	52,636
<b>10.0</b>	58,225	62,529	67,984	69,176	70,378	71,570	72,768	53,907

**School District of the City of Hazel Park  
Schedule A**

**Salary Schedule**

**(based on a state requirement of 1047 hours of instruction)  
2000-2001**

	<u>B.A.</u>	<u>B.A.+18</u>	<u>M.A.</u>	<u>M.A.+15</u>	<u>M.A.+30</u>	<u>M.A.+45</u>	<u>DR.</u>	<u>Non Degree</u>
<b>BASE</b>	30,216	31,731	33,241	34,455	35,655	36,869	38,076	28,706
<b>0.5</b>	31,648	33,301	35,015	36,225	37,431	38,639	39,848	29,999
<b>1.0</b>	33,078	34,872	36,783	37,991	39,199	40,412	41,614	31,282
<b>1.5</b>	34,505	36,447	38,553	39,760	40,971	42,181	43,386	32,575
<b>2.0</b>	35,937	38,017	40,327	41,533	42,741	43,954	45,158	33,856
<b>2.5</b>	37,366	39,589	42,098	43,303	44,512	45,725	46,929	35,146
<b>3.0</b>	38,796	41,156	43,866	45,075	46,289	47,493	48,702	36,429
<b>3.5</b>	40,227	42,737	45,639	46,848	48,058	49,263	50,475	37,720
<b>4.0</b>	41,656	44,301	47,411	48,619	49,830	51,035	52,244	39,005
<b>4.5</b>	43,083	45,876	49,182	50,389	51,599	52,805	54,015	40,294
<b>5.0</b>	44,512	47,444	50,953	52,162	53,368	54,579	55,786	41,581
<b>5.5</b>	45,943	49,020	52,723	53,932	55,141	56,349	57,558	42,871
<b>6.0</b>	47,374	50,588	54,493	55,697	56,910	58,125	59,333	44,155
<b>6.5</b>	48,802	52,162	56,264	57,472	58,681	59,891	61,104	45,442
<b>7.0</b>	50,231	53,729	58,038	59,251	60,453	61,664	62,872	46,733
<b>7.5</b>	51,657	55,298	59,808	61,015	62,225	63,433	64,640	48,018
<b>8.0</b>	53,093	56,872	61,578	62,790	63,996	65,207	66,413	49,305
<b>8.5</b>	54,519	58,449	63,353	64,561	65,769	66,980	68,184	50,597
<b>9.0</b>	55,949	60,017	65,124	66,330	67,538	68,748	69,957	51,877
<b>9.5</b>	56,534	60,681	65,906	67,098	68,289	69,477	70,670	52,381
<b>10.0</b>	57,942	62,226	67,654	68,840	70,036	71,222	72,415	53,645

**SCHEDULE B**  
**SUPPLEMENTAL PAY**

Coaching Salary Schedule

(Percentages to be based on teaching experience step of the BA Schedule.)

Senior High Coaches

Director 12%

Boys' Program:

Head Football Coach 11%  
Head Basketball Coach 11%  
Head Wrestling Coach 11%

Head Baseball Coach 9%  
Head Track Coach 9%  
Head Swimming Coach 10%  
Assistant Swimming Coach 8%  
Assistant Varsity Football Coaches 9%  
Reserve Football Coaches 9%  
Reserve Basketball Coaches 9%  
Head Cross Country Coach 9%  
Head Tennis Coach 9%  
Reserve Baseball Coach 7%  
Assistant Wrestling Coach 9%  
Assistant Track Coach 7%  
Assistant Cross Country Coach 7%  
Golf Coach 9%

Girls' Program:

Head Basketball Coach 11%  
Head Tennis Coach 9%  
Head Volleyball Coach 10%  
Head Softball Coach 9%  
Head Swimming Coach 10%  
Head Track Coach 9%  
Head Gymnastics Coach 9%  
\*Cheerleading Varsity Fall 6.75%  
\*Cheerleading Varsity Winter 9%  
\*Cheerleading Junior Varsity Fall 5.75%  
\*Cheerleading Junior Varsity Winter 7%  
\*Cheerleading Freshman Fall 4.75%  
\*Cheerleading Freshman Winter 6%  
  
Reserve Basketball Coach 9%  
Reserve Volleyball Coach 8%  
Reserve Softball Coach 7%

**\* modified 8-26-96 by Letter of Agreement**

Junior High Coaches\*\*

Director 8%

Boys' Program:

Freshman Basketball Coach	7%
Freshman Track Coach	7%
Freshman Football Coaches	7%**
Freshman Baseball Coaches	7%
Freshman Wrestling Coach	7%
Freshman Swimming Coach	7%
Freshman Cross Country Coach (Boys/Girls)	7%
Football Coaches	6%
Basketball Coaches	6%
Swimming Coaches	6%
Wrestling Coaches	6%
Track Coaches	6%
Baseball Coaches	6%
Tennis Coaches	6%

Girls' Program:

Freshman Coaches	7%
Volleyball Coaches	6%
Basketball Coaches	6%
Softball Coaches	6%
Track Coaches	6%

~~\*Grandfather all existing coaches at their present contractual salary until the new schedule catches up with them.~~

\*\*If a Junior High coach is assigned the responsibility of being head coach, an additional one percent (1%) will be paid.

In addition to the above schedule, football coaches who are requested to return one week early for football practice receive \$75.00 additional.

Athletic coaches shall be paid promptly at the completion of their duties and obligations. Such payment shall be by the second Friday after completion of all performance obligations.

Debate Coach	6.5%
Drama Coach	6.5%
Student Council Advisor - High School (2)	3.5%
Student Council Advisor - Junior High (1)	2.5%
Senior Band Director	8.0%
Junior Band Director	5.0%
Senior Vocal Director	6.0%
Junior Vocal Director	3.5%

Senior High Girls' Athletic Program

Intramural Sports	2.00%	- each sport
<b>*Cheerleaders</b>		
<b>Varsity</b>		
Fall	<del>6.75%</del>	
Winter	<del>9.00%</del>	
<b>Jr. Varsity</b>		
Fall	<del>5.75%</del>	
Winter	<del>7.00%</del>	
<b>Freshman</b>		
Fall	<del>4.75%</del>	
Winter	<del>6.00%</del>	

**\* modified 8-26-96 by Letter of Agreement**

<b>Vikettes</b>		
Fall	4.0%	
Winter	4.0%	
Spring	2.0%	

Junior High Girls' Athletic Program

<b>Intramural Sports</b>		
Gymnastics	\$150.00	
Swimming	\$150.00	
Cheerleaders	\$250.00	- per season
Other activities	\$150.00	

Cooperative training coordinator

Add one (1) step to salary schedule plus extra compensation for summer employment, if employed.

Elementary safety patrol and service squad sponsors

Two percent (2%) of salary step on the schedule.

Curriculum Advisory Council

Teacher representatives to the Curriculum Advisory Council shall be paid \$1,000.00

Use of personal automobile

Eighteen cents (\$.18) per mile or district established rate (whichever is greater) shall be reimbursed for authorized driving.

School District of the City of Hazel Park

Schedule C

School Calendar  
1998-99

Monday	August 31	Teachers begin
Tuesday	September 1	Registration Classes - half day
Monday	September 7	Labor Day observed - no school
Wednesday	November 25	Schools close at end of a.m. (P/T conference comp time); Thanksgiving Recess
Monday	November 30	Classes resume
Friday	December 18	Schools close at end of day; Holiday Recess
Monday	January 4	Classes resume
Friday	January 22	End of first semester
Friday	February 12	Schools close at end of day; Winter Recess
Monday	February 22	Classes resume
Thursday	April 1	Schools close at end of a.m. (P/T conference comp time); Spring Recess
Monday	April 12	Classes resume
Monday	May 31	Memorial Day observed - no school
Wednesday	June 16	Last day for students
Thursday	June 17	Teachers only (records)
Friday	June 18	Last day for teachers

School District of the City of Hazel Park

SMI/SXI SCHOOL CALENDAR

1998-99

Monday	July 13	SXI classes begin; p.m. only
Monday	August 31	Students a.m. only
Tuesday	September 1	Students p.m. only
Monday	September 7	Labor Day observed- no school
Wednesday	November 25	Schools close at end of a.m. (P/T conference comp time) Thanksgiving Recess
Monday	November 30	Classes resume
Monday Tuesday	December 21 December 22	1/2 Day a.m. Schools close at end a.m.; Holiday Recess
Monday	January 4	Classes resume
Monday & Tuesday	February 15 & 16	Winter Recess
Wednesday	February 17	Classes resume Students p.m. only
Thursday	April 1	Schools close at end of a.m. (P/T conference comp time) Spring Recess
Monday	April 12	Classes resume
Monday	May 31	Memorial Day observed - no school
Thursday	June 17	Students a.m. only
Friday	June 18	Students a.m. only
Friday	June 25	School closes at end of a.m.; Summer recess begins



School District of the City of Hazel Park

Schedule C

School Calendar  
1999-00

Monday	August 30	Teachers begin
Tuesday	August 31	Registration Classes - half day
Monday	September 6	Labor Day observed - no school
Wednesday	November 24	Schools close at end of a.m. (P/T conference comp time); Thanksgiving Recess
Monday	November 29	Classes resume
Friday	December 17	Schools close at end of day; Holiday Recess
Monday	January 3	Classes resume
Friday	January 21	End of first semester
Friday	February 11	Schools close at end of day; Winter Recess
Monday	February 21	Classes resume
Thursday	April 20	Schools close at end of a.m. (P/T conference comp time); Spring Recess
Monday	May 1	Classes resume
Monday	May 29	Memorial Day observed - no school
Wednesday	June 14	Last day for students
Thursday	June 15	Teachers only (records)
Friday	June 16	Last day for teachers

School District of the City of Hazel Park

SMI/SXI SCHOOL CALENDAR

1999-00

Monday	July 12	SXI classes begin; p.m. only
Monday	August 30	Students a.m. only
Tuesday	August 31	Students p.m. only
Monday	September 6	Labor Day observed - no school
Wednesday	November 24	Schools close at end of a.m. (P/T conference comp time) Thanksgiving Recess
Monday	November 29	Classes resume
Monday & Tuesday	December 20 & 21	Early dismissal
Wednesday	December 22	School closes at the end of the a.m. Holiday Recess
Monday	January 3	Classes resume
Monday, Tuesday & Wednesday	February 14, 15 & 16	Winter Recess
Thursday	February 17	Classes resume Students p.m. only
Thursday	April 20	Schools close at end of a.m. (P/T conference comp time) Spring Recess
Monday	May 1	Classes resume
Monday	May 29	Memorial Day observed - no school
Thursday	June 15	Students a.m. only
Friday	June 16	Students a.m. only
Friday	June 23	School closes at end of a.m.; Summer recess begins

School District of the City of Hazel Park

Schedule C

School Calendar  
2000-01

Friday	August 25 *	Teachers begin
Monday	August 28	Registration Classes - half day
Monday	September 4	Labor Day - no school
Wednesday	November 22	Schools close at end of a.m. (P/T conference comp time); Thanksgiving Recess
Monday	November 27	Classes resume
Friday	December 22	Schools close at end of day; Holiday Recess
Monday	January 8	Classes resume
Friday	January 19	End of first semester ??
Friday	February 9	Schools close at end of day; Winter Recess
Monday	February 19	Classes resume
Thursday	April 12	Schools close at end of a.m. (P/T conference comp time); Spring Recess
Monday	April 23	Classes resume
Monday	May 28	Memorial Day observed - no school
Wednesday	June 13	Last day for students
Thursday	June 14	Teachers only (records)
Friday	June 15	Last day for teachers

\* Established by the Board of Education

School District of the City of Hazel Park

SMI/SXI SCHOOL CALENDAR

2000-01

Monday	July 10	SXI classes begin;p.m. only
Friday	August 25	Students a.m. only
Monday	August 28	Students p.m. only
Monday	September 4	Labor Day observed - no school
Wednesday	November 22	Schools close at end of a.m. (P/T conference comp time) Thanksgiving Recess
Monday	November 27	Classes resume
Friday	December 22	Schools close at end of day; Holiday Recess
Thursday	January 4	SXI Classes resume
Friday	February 9	School closes at the end of the day Winter Recess
Monday	February 19	Classes resume
Thursday	April 12	Schools close at end of a.m. (P/T conference comp time) Spring Recess
Monday	April 23	Classes resume
Monday	May 28	Memorial Day observed - no school
Thursday	June 14	Students a.m. only
Friday	June 15	Students a.m. only
Wednesday	June 27	School closes at end of a.m.; Summer recess begins

**SCHOOL DISTRICT OF THE CITY OF HAZEL PARK**

**COOPERATIVE CONFERENCE EVALUATION FORM**

Teacher's Name \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_ Non Tenure \_\_\_\_\_ Tenure Grade \_\_\_\_\_ Building \_\_\_\_\_

Subject Matter/Class \_\_\_\_\_

Evaluator's Name \_\_\_\_\_

Note: Any item checked "Needs Improvement" must have an explanatory comment. A blank means not applicable at this time.

**I. PERSONAL QUALITIES**

Satisfactory

Needs to Improve

- |  |                          |                          |
|--|--------------------------|--------------------------|
| A. Shows care in personal appearance.    | <input type="checkbox"/> | <input type="checkbox"/> |
| B. Appears to be in good general health. | <input type="checkbox"/> | <input type="checkbox"/> |
| C. Attendance                            | <input type="checkbox"/> | <input type="checkbox"/> |
| D. Punctuality                           | <input type="checkbox"/> | <input type="checkbox"/> |
| E. Shows initiative                      | <input type="checkbox"/> | <input type="checkbox"/> |
| F. Shows interest in teaching            | <input type="checkbox"/> | <input type="checkbox"/> |
| G. Exhibits poise and self confidence    | <input type="checkbox"/> | <input type="checkbox"/> |
| H. Is receptive to suggestions           | <input type="checkbox"/> | <input type="checkbox"/> |

Comments, Specific Strengths or Suggestions for Improvement:

**II. PERFORMANCE WITHIN THE CLASSROOM:**

Satisfactory

Needs to Improve

- |   |                          |                          |
|---|--------------------------|--------------------------|
| A. Relationship with Students:  |                          |                          |
| 1. Is fair and Impartial.   | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Contributions and efforts of individual students are given recognition.        | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Provides for individual differences.   | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Provides an atmosphere which is conducive to learning.                         | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Provides an atmosphere in which students are unafraid to ask questions openly. | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. Respects the dignity of the students   | <input type="checkbox"/> | <input type="checkbox"/> |
| 7. Shows sensitivity to pupil's needs.  | <input type="checkbox"/> | <input type="checkbox"/> |
| 8. Devises relationships to increase pupils sense of belonging.                   | <input type="checkbox"/> | <input type="checkbox"/> |

Comments, Specific Strengths or Suggestions for Improvement:

**Evaluation Form (Continued) Page 2**

**B. Class room Management:**

Satisfactory

Needs to Improve

1. Demonstrates basic student control and/or discipline.
2. Demonstrates care to see that furnishings and equipment are kept in good condition.
3. Demonstrates ability to organize and effectively direct student activities.

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Comments, Specific Strengths or Suggestions For Improvement:

**C. Instructional Skills:**

Satisfactory

Needs to Improve

1. Demonstrates knowledge of subject matter.
2. Attempts to analyze learning problems.
3. Demonstrates use of a variety of materials and techniques and adjusts them to the needs of his/her particular group of students.
4. Demonstrates evidence of consistent planning and provided adequate lesson plans.
5. Evidences knowledge of up-to-date content or techniques. (Not limited to formal classwork).

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Comments, Specific Strengths or Suggestions For Improvement:

Dates of Formal Observation of II A, B, C

\_\_\_\_\_

\_\_\_\_\_

**III. PERFORMANCE OUTSIDE THE CLASSROOM:**

Satisfactory

Needs to Improve

- A. Communicates with parents regarding student's progress.
- B. Works cooperatively with staff
- C. Shows concern for total school program.
- D. Record Keeping:
  1. Is punctual
  2. Is accurate
  3. Is legible
- E. Understands policies (Attach Policy Discussion Checklist)

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Comments, Specific Strengths or Suggestions For Improvement:

**POLICY AND PROCEDURE DISCUSSION CHECKLIST**

This checklist is a guide to areas of policy and procedure about which teacher should be informed. A check indicates that the teacher has been given information and has had an opportunity to discuss any areas of uncertainty requiring further clarification.

Areas of Policy and Procedure:	Not Applicable	Yes	No
a. Discipline	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Teacher Liability	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Monies	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. School Hours for Students	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. School Hours for Teachers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f. Hall Responsibilities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
g. Homework	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
h. Use of Facilities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
i. Lunch Procedures for Students	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
j. Requisition Procedures	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
k. Use of A-V Equipment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
l. Conference Attendance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
m. Playground Rules	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
n. Attendance at Meetings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
o. Committee Membership	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
p. Field Trips	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
q. Class Parties	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
r. Students Leaving School Grounds	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
s. Absence Procedures for Teachers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
t. Absence Procedures for Students	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
u. Referral Prodecures for Helping Students	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
v. Use of Paid and Volunteer Aides	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
w. Parent Conferences and Home Visits	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
x. Safety	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other Items Specific To This Building			
y.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
z.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

(Optional for Tenure Teachers)

IV. Write a professional growth activity on which you and your principal would like to work cooperatively during the next school year; which you feel would improve your educational program for students.

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**Evaluation Form (Continued) Page 4**

**V. Additional Comments:**

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Signature of Teacher: \_\_\_\_\_ Date \_\_\_\_\_

Signature of Principal: \_\_\_\_\_ Date \_\_\_\_\_

SIGNING THIS FORM SIGNIFIES THAT EACH PERSON PARTICIPATED IN THIS EVALUATION AND JOINT CONFERENCE AND THAT EACH IS RETAINING A COPY.

Status for Probationary teacher which will be recommended to the Superintendent for review and consideration.		
<b>FIRST YEAR</b>	<b>SECOND YEAR</b>	<b>THIRD YEAR</b>
Report No. 1 _____	Report No. 1 _____	Report No. 1 _____
Report No. 2 _____	Report No. 2 _____	Report No. 2 _____
Report No. 3 _____	Report No. 3 _____	Report No. 3 _____
Report No. 4 _____	Report No. 4 _____	Report No. 4 _____
*CP = Continued Probation	RT = Recommend Termination	TEN = Tenure

Evaluation Form approved by Administrative Council and Superintendent, May, 1976.

White - Superintendent's Copy  
Yellow - Principal's Copy  
Pink - Teacher's Copy  
Goldenrod - Work Copy



# PROBATIONARY TEACHER

## INDIVIDUALIZED DEVELOPMENT PLAN

TEACHER \_\_\_\_\_

BLDG \_\_\_\_\_

SCHOOL YEAR \_\_\_\_\_

POSITION \_\_\_\_\_

PRINCIPAL \_\_\_\_\_

DATE ESTABLISHED \_\_\_\_\_ DATE REVIEWED \_\_\_\_\_

PROBATIONARY YEAR 1 2 3 4 (circle one)

Novice	Showing Progress	Proficient
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Plan Year SUBJECT MATTER CONTENT

Exhibits sound background and understanding of subject matter for the position				
Keeps abreast of current theory and practice in field				
Is able to respond satisfactorily to questions posed by students, either providing the information or a source for the information				
Stimulates interest in subject area				
Utilizes available support personnel, materials, resources and equipment				
Provides consistently relevant subject content				
Encourages and respects students input				
Uses varied resources appropriately				
Shares with students the purpose for each assignment				
Bases evaluation on realistic goals for each student				
Takes into consideration the capability and effort of each student using a variety of teaching techniques				
Keeps accurate records				
Reviews and returns assignments promptly				

Comments: \_\_\_\_\_

Plan Year MANAGEMENT

Organizes classroom routine in efficient manner				
Plans lessons and organizes classroom to maintain order				
Promotes a friendly atmosphere conducive to learning				
Devotes most of time to teaching and learning activities				
Keeps classroom and equipment in good condition				
Reports maintenance and safety needs promptly				
Guides students to share responsibility for care of furnishings and equipment				
Makes building and classroom rules known to students				
Handles student discipline according to building and district policy				
Deals with students in fair and consistent manner				

Comments: \_\_\_\_\_

Novice	Showing Progress	Proficient
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Plan Year	RELATIONSHIPS		
	Exhibits a positive attitude and encourages others		
	Exercises initiative		
	Maintains open communication with parents		
	Seeks out new ideas		
	Is open-minded		
	Accepts and gives assistance		
	Implements suggestions in professional manner		
	Maintains honest and forthright relationships with all		
	Respects dignity and rights of all people		
	Shows consistent interest in student's academic and social growth		
	Identifies and refers students with problems to appropriate personnel		
	Provides constructive criticism or ideas for improvement of education		
	Seeks resolution of problems through appropriate channels		
	Observes district policies, rules, regulations and agreement		
	Keeps and promptly turns in reports		

Comments:

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Additional comments:

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Teacher's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Principal's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

