

6096

8/15/2003

A G R E E M E N T

between

HEMLOCK PUBLIC SCHOOLS  
BOARD OF EDUCATION

and

HEMLOCK FEDERATION OF TEACHERS

2000-2003

*Hemlock Public Schools*

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## A G R E E M E N T

### ARTICLE I RECOGNITION

A. The Board hereby recognizes the Hemlock Federation of Teachers, Local #3509, AFT, MFT, AFL-CIO, as the sole and exclusive bargaining representative, as defined in Section II of Act 379 of the Public Acts of 1965, as certified in Case No. R75 C-135.

All classroom teachers, including probationary teachers, school librarians, counselors, all extra-curricular personnel, and any other regular teaching day or state certified educational employees, but excluding executive, supervisory and administrative personnel, office and clerical employees, cooks, bus drivers, teachers' aides, custodians, adult education, community school and all other employees not included herein.

B. The term teacher when used hereinafter in this Agreement shall refer to all employees represented by the Federation in the bargaining unit as defined above, and references to male teachers shall include female teachers.

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

D. The Board agrees that neither they nor their agents shall attempt to initiate any exceptions to this Agreement, except through the Federation.

E. This Agreement preempts any policies of the Board which are in conflict with its written provisions.

F. If any provision of this Agreement shall at any time be held contrary to law by a court of competent jurisdiction in the State of Michigan or of the United States, whichever is applicable, or from whose judgment no appeal has been taken within the time provided for doing so, and in the event such provisions shall not be valid and subsisting except to the extent such provisions are permitted by law; all other provisions of this Agreement shall continue in full force and effect.

G. In the event this Agreement, or any part of this Agreement, is found contrary to law under the conditions described above, the parties shall meet to renegotiate the items in questions immediately.



ARTICLE II  
FEDERATION DUES/FEES & PAYROLL DEDUCTION

A. The Board agrees that it shall provide payroll deduction for the purpose of payment of Federation Dues and Assessments an/or Service Fees of the members of the bargaining unit.

B. The Federation shall present the Board with a certified checkoff list along with proper authorization for checkoff and shall be fully responsible for the validity and correctness of the list and agrees to reimburse the Board for any deductions made and paid over to the Federation which may later be held to have not been authorized by the individual involved or which may constitute any illegal deduction.

C. The Federation shall indemnify the Board and hold it harmless against any loss of claims for damages resulting from the payment to the Federation of any sums deducted under this Article and in the event any actions or claims are commenced against the Board to recover from it any sums deducted under this Article, the Federation shall intervene and defend against such action or claim, subject however to the following conditions:

1. The damages have not resulted from negligence, misfeasance, or malfeasance of the Board or its agents.
2. The Federation after consultation with the Board has the right to decide whether or not to appeal the decision of any court or other tribunal regarding the validity of the section of the defense which may be assessed against the Board by any court or tribunal.
3. The Federation shall have the right to compromise or settle any claim made against the Board under this section.

**ARTICLE III  
FINANCIAL RESPONSIBILITY**

A. It is recognized that because of religious convictions or otherwise, some teachers may object to joining any organization engaged in collective bargaining. It is also recognized that the proper negotiation and implementation of collective bargaining agreements entail expense to the Federation. Furthermore, it is recognized that this expense shall be shared by all members of the bargaining unit that enjoy its benefits and security.

B. Any teacher who is not a member of the Federation 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 a service fee to the Federation in an amount equivalent to the dues and assessment of the Hemlock Federation of Teachers, Local #3509, AFT, MFT, AFL-CIO, provided however, that the teacher may authorize payroll deduction, as provided in this Agreement.

C. In the event that a teacher shall not pay such service fee or dues directly to the Federation or authorize payment through payroll deduction, the Board shall, at the request of the Federation, terminate the employment of such teacher. The parties expressly recognize that the failure of any teacher to comply with the provisions of this Article is reasonable and just cause for discharge from employment.

**ARTICLE IV  
GRIEVANCE PROCEDURE**

A. Definition: Any claim by a teacher of the Federation there has been a violation, misinterpretation, or inequitable application of the specific terms or provisions of this Agreement, or a complaint concerning disciplinary action which has been implemented without reasonable and just cause shall be a grievance and shall be resolved through the procedure set forth herein. Any complaint subject to the procedures of the Teacher Tenure Act shall not be the basis of any grievances filed under the procedure outlined in this Article.

B. Procedure for Handling:

1. The teacher who feels that he has a grievance should first take the matter up with the principal of the school, who will attempt to resolve it with him.
2. If this fails to resolve the grievance, the teacher shall reduce the grievance to writing [within ten (10) working days following the act or condition which is the basis of the grievance] specifying the section of the contract he alleges is violated, the events that caused the alleged violation, and the remedy he seeks as per the Grievance Form in Appendix I.
3. Within five (5) working days of receipt of the written grievance, the principal shall arrange a conference with the view of satisfactorily resolving the grievance. At the time of conference, the teacher may appear personally or he may be represented by the Federation representative or both. Such conference shall be scheduled at a time when there is no disruption of normal school routine and duties of the teachers.
4. Within five (5) working days after such conference, or longer if mutually agreed to, the principal shall answer such grievance in writing.
5. If the grievance is not appealed from the written answer within five (5) working days after receipt of such answer, the principal's decision will be final.
6. If the Federation does not accept the principal's written answer, the grievance may be appealed to the superintendent of schools by sending such notice in writing to him within five (5) working days from the date of the principal's written decision.

7. Within ten (10) working days of receipt of the written appeal, the superintendent or his designated representative will arrange for a conference to satisfactorily resolve the grievance. Such conference shall be scheduled at a time when there is no disruption of normal school routine and duties of the teachers.
8. Within ten (10) working days after the conference, or longer if mutually agreed to, the superintendent or his designated representative shall answer such grievance in writing.
9. Such answer shall be final and binding unless appealed to the next step within thirty (30) calendar days from the date of the superintendent's written decision.
10. If the grievance is not settled at the preceding step, it may be submitted to binding arbitration at the election of either party. The matters to be arbitrated shall be submitted to a board of three arbitrators as follows:
  - a. Within the thirty (30) days referred to above (Step 9), the party choosing to arbitrate must give written notice to the other party, setting forth specifically the nature of the dispute to be arbitrated and designating one (1) arbitrator selected by it.
  - b. Within five (5) working days from the receipt of such notice, the other party shall notify the first party its statement of the matter to be arbitrated.
  - c. The parties may waive the three member panel by mutual agreement.
  - d. Within five (5) days after the selection of the second arbitrator, the two (2) arbitrators shall select a third. If they are unable to agree on a third arbitrator within five (5) days, the American Arbitration Association will be asked to submit a panel in accordance with their rules.
11. The fees and expenses of the third impartial arbitrator, cost of transcript (if one is requested by the Board of Arbitration), and cost of the hearing room shall be borne equally by both parties. All other expenses incurred shall be paid by the party incurring them.

12. The Agreement constitutes a contract between the parties which shall be interpreted and applied by the parties and by the Board of Arbitration in the same manner as other collective bargaining agreements. The function and purpose of the Board of Arbitration is to determine disputed interpretations of terms actually found in the Agreement, or to determine disputed facts upon which the application of the Agreement depends. The Board of Arbitration shall, therefore, not have authority, nor shall it consider its function to include the decision of any issue not submitted or to so interpret or apply the Agreement as to change what can fairly be said to have been the intent of the parties as determined by generally accepted rules of contract construction. The Board of Arbitration shall not give any decision which in practical or actual effect modifies, revises, de-tracts from or adds to any of the terms or provisions of this Agreement. Past practice of the parties in interpreting or applying terms of the Agreement can be relevant evidence, but may not be used so as to justify or result in what is in effect a modification (whether by addition or detracting) of written terms of this Agreement. The Board of Arbitration has no obligation or function to render a decision merely because in its opinion such a decision is fair or equitable or because in its opinion it is unfair or inequitable.
13. Unless expressly agreed to by the parties, in writing, the Board of Arbitrators are limited to hearing one issue or grievance upon its merits at any one hearing. Separate Boards of Arbitration shall be constituted for each grievance appealed to binding arbitration.

C. Any teacher who is a member of the bargaining unit covered under this Agreement, or any group of such teachers or the Federation believing that they are aggrieved, may file a grievance and have it resolved in accordance with the principles and procedures designated in this Article.

D. Any teacher or group of teachers may be represented at any level of the grievance procedure by a designated representative of the Federation.

E. The primary purpose of this grievance procedure is to secure equitable solution at the closest supervisor level possible. Both the Federation and the Board agree that these proceedings shall be kept confidential as may be appropriate at each level of the procedure.

F. The terms "days" in this article shall mean calendar days except where otherwise indicated.

G. It is important that grievances be processed through the steps as rapidly as possible. The number of days indicated at each step should be considered to be the maximum and every effort should be

made to expedite the process. The parties may however, mutually agree to extend the time limits at any step.

H. Nothing contained herein shall be construed as limiting the right of any teacher to discuss the matter informally with his principal as described in Level One of the grievance procedure.

I. No reprisals of any kind shall be taken by or against any party of interest or any participant in the procedure by reason of such participation.

J. A grievance may be withdrawn by mutual agreement at any level without prejudice.

K. Neither party may assert in arbitration proceedings any evidence not disclosed to the other party prior to the arbitration hearing.

L. In processing grievances, released time will be granted upon mutual consent by the aggrieved person, Federation and superintendent, or if so required, by the arbitrator. Such released time shall be without loss of pay or penalty.



**ARTICLE V**  
**BOARD RIGHTS & RESPONSIBILITIES**

A. The Federation recognizes that the Board hereby retains and reserves all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Michigan and of the United States.

B. The Federation further recognizes that the exercise by the Board of the foregoing rights, power, authority, duties and responsibilities shall be limited by the provisions of this agreement and this only to the extent permitted by the law and Constitution of the State of Michigan and the United States.

C. The parties agree that this contract incorporates their full and complete understanding and that any prior oral agreements or practices will not be recognized in the future unless committed to writing and signed by the parties as supplement to this agreement.

D. As a duly elected body exercising governmental power under the laws of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of rights conferred by Act 379; that it will not directly discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment because of his membership in the Federation, or collective professional obligations with the Board, his participation in any activity of the Federation, not in conflict with this Agreement, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

E. The Board agrees to furnish the Federation, upon request, information concerning the financial resources of the district, including, but not limited, to annual financial budgets or reports, register of bargaining unit personnel, county allocation budgets, agenda and minutes of all Board meetings (but not executive sessions, except to the extent they pertain to programs, grievances, negotiations or discussions in which the Federation is involved), membership data, names and addresses of all teachers, salaries paid thereto and educational background, and such other information that is necessary for negotiations and the representation and processing of grievances. Such information shall be transmitted to the Federation within a reasonable time or the Federation shall be notified if such information is not available.

F. The Board and Federation agree that special attention and supportive help and guidance in classroom techniques shall be provided all new teachers. All available resources including principal, assistant principal, administrative assistants, as well

as the experienced and diverse abilities of all teachers should be utilized to help orient the new teacher.

G. The Board agrees that it shall be a violation of this Agreement for the Board and Federation to limit, segregate, or classify any employee which in any way deprives, or tends to deprive any teacher of employment opportunities or otherwise adversely affects their status as an employee because of such individual's race, color, religion, sex, age, marital status or national origin. This is not intended to prevent the Board from establishing a reasonable and equitable retirement policy for its employees.



ARTICLE VI  
FEDERATION RIGHTS & RESPONSIBILITIES

A. First time teachers in the district shall be scheduled to attend two days for orientation before regular staff reports for work.

B. The Federation shall be allotted the minimum of two (2) consecutive hours on the first day of the normal school year when students are not in attendance for the purpose of discussing topics of mutual interest to the Federation. This time shall be scheduled during the normal working hours.

C. The Federation shall have right to use the school facilities and equipment, including typewriters, mimeograph machines, other duplicating equipment, calculating machines and all types of audio-visual equipment, when such equipment is not otherwise in use. Federation use of school facilities and equipment will be permitted provided that:

1. Request is made and use arranged for in advance.
2. The use is strictly to service the legitimate purpose of the Federation, such as duplication of records, notices, correspondence.
3. The purpose is for the internal business of the Federation and is not for public distribution.

D. The Federation shall have the exclusive right over any other teacher organization to post notices of its activities and matters of Federation concern on Federation bulletin boards, one of which shall be provided in each school building.

E. The Federation shall have the exclusive right over any other teacher organization to use interschool mail service and teacher mail boxes for communications to its members provided distribution of Federation mail does not require the Board of Education to expend additional money or allocate additional personnel time to perform such service.

**ARTICLE VII  
TEACHER RIGHTS & RESPONSIBILITIES**

A. Building keys shall be allocated to teachers upon written request and in accordance with the following procedure:

1. Requests will be made in writing stating the reason and length of time required to possess key.
2. Keys shall be returned at the end of use or after length of time in original request has expired.
3. No duplicate of the key shall be made by any teacher.

B. Copies, exclusively for the use of teachers, of all texts used in each course shall be furnished by the Board.

C. Teachers will participate in the selection of books.

D. Teachers shall have the right to confer with parents during school hours for regular scheduled Parent-Teacher Conferences in a private room or area without the presence and beyond the hearing of other teachers or students. Any administrator desiring to attend a particular conference will first inform the teacher involved.

1. The federation shall have the right in each school to form a committee for the purpose of making proposals to the Principal regarding the implementation of this Section.
2. After receiving written proposals, the Principal shall meet with the committee to discuss these proposals and attempt to reach a consensus regarding its implementation.
3. If the parties fail to agree on a method of implementation, the Principal shall make the final determination regarding the procedure for implementation, and shall forward such recommendation to the Superintendent of Schools.
4. The Superintendent of Schools will, when requested, schedule a hearing with a committee prior to making a final decision on the implementation for the scheduling of Parent Teacher Conferences.

E. Teachers shall be entitled to perform their duties under fair, safe, healthful and equitable working conditions as regulated by the State and Federal Occupational Safety and Health Act. When such conditions do not prevail, the affected teacher(s) shall notify the building principal immediately of any deficiencies. The Board shall make all reasonable attempts to correct such deficiencies as soon as possible.

F. The personal lives of teachers are not within the appropriate concern of the Board nor are the religious or political activities

of any teacher, or the lack thereof, grounds for any disciplinary action or discrimination, unless such activities prove to adversely affect the teachers efficiency or classroom performance.

G. Teachers shall have the right to review their personnel files after initial employment and to have a representative of the Federation accompany them in such review.

H. Records of unsatisfactory performance or otherwise which may lead to disciplinary action must be specific in content, signed by the contributor, and a copy furnished to the employee.

I. A teacher shall have the right to recommend the removal of material from his personnel file that is in error. Provided cause is shown, the materials will either be corrected or expunged from the file.

J. No tenured teacher shall be disciplined by written warning, reprimand, docking or unexcused absences unless there is just cause.

K. Any complaint deemed not serious enough to be promptly called to the attention of the teacher cannot, at a later date, be used as the basis of any disciplinary action.

L. Those teachers who are given unusual responsibilities or difficult situations in which to teach such as assignments outside a teacher's area of preparation, large number of students with learning or behavior problems, large classes and poorly equipped teaching environment, will not be expected to meet the same expectations as other teachers.

M. No teacher will be disciplined for failing to follow any rule, regulation, or order unless such rule, regulation or order has been applied uniformly with all employees.

N. Probationary teachers may not file a grievance protesting the decision or recommendation of the administrator except:

1. To the extent that he was denied the procedural process for evaluation under the article "Teacher Evaluation" or;
2. He was not given adequate direction for improvement of stated deficiencies and the consequence of failure to follow such directive, or;
3. He was not given a reasonable opportunity to comply with the directives, or;
4. The Board acted arbitrarily, capriciously or whimsically.

**ARTICLE VIII  
TEACHER EVALUATION**

A. All teachers upon employment and at the beginning of each school year will be apprised of the specific evaluative procedures and criteria prior to conducting any formal evaluation.

B. Probationary teachers shall be observed for the purpose of evaluation at least two (2) times during the school year. These observations shall occur at least once during the first semester and once during the second semester providing that said observations shall not interfere with the normal teacher-learning process.

C. Tenured teachers will be observed for the purpose of evaluation at least once every three (3) years.

D. Evaluations will be conducted by the teacher's immediate supervisor or an administrator working in the same building or otherwise familiar with the teacher's work.

E. All monitoring or observation of the work of a teacher will be conducted openly and with the full and complete knowledge of the teacher. The use of electronic devices or similar surveillance devices shall be strictly prohibited.

F. A written evaluation will be executed within five (5) working days of the observation. A copy of the evaluation shall be given to the teacher and personal conference will be held between the teacher and the evaluator within six (6) days of the observation.

G. In the event a tenured teacher disagrees with the evaluation, he will be permitted to enter a written rebuttal to be attached to the evaluation and/or submit his complaint through the written grievance procedure.

H. All evaluations must indicate the evaluator's observation of the teacher's particular strengths and those areas needing assistance. Furthermore, whenever a particular deficiency is noted the evaluator must indicate the specific way in which the teacher is to improve and what assistance will be provided by administration. Subsequent evaluation reports must note the progress or lack of progress of previously noted deficiencies.

**ARTICLE IX  
DISCIPLINARY SUPPORT & PROTECTION OF TEACHERS**

A. The Board of Education recognizes its responsibilities to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. The Board further recognizes that the teacher may not fairly be expected to assume the ongoing responsibility for emotionally disturbed students, nor to be charged with the responsibility of psychotherapy. Whenever it appears that a particular pupil will require the attention of special counselors, social workers, law enforcement personnel, physician or other professional persons, the Board will take prompt action to assist the teacher with respect to such pupils.

B. Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board shall provide legal counsel to advise the teachers of his rights and obligations with respect to the assault and shall render all reasonable assistance to the teacher in connection with the handling of the incident by law enforcement and judicial authorities.

C. A teacher may use such force as is necessary to protect himself from attack or to prevent injury to another student and may administer corporal punishment in accordance with the statutes of the State of Michigan and school policies.

D. No student grades will be altered unless the teacher has been consulted. Whenever a grade or decision to pass or retain a student is changed against the advice of the teacher(s), the administrator shall state in writing to the teacher(s) the reasons for such change and a copy sent to the superintendent. In cases appealed by the teacher under provisions of this article, the teacher shall state in writing supporting evidence for his position on the case appealed.

E. A consistent and reasonable disciplinary policy shall be established in writing within each school building after consultation between the staff and building principal. The building principal shall review the building discipline policy with the building staff at the initial staff meeting each year. All building discipline policies shall minimally include procedures for the exclusion of students from the classroom when the seriousness of the offense or persistence of misbehavior disrupts the educational process and conditions for readmission of excluded students. Final approval shall be required by the Board of Education.

F. Initial application of sound classroom management regarding behavior problems rests with the classroom teacher. The Board and the Federation agree that the adjustment of behavioral problems is

the joint responsibility of teachers and administrators. Teachers shall have the immediate support of administration who shall give the teacher effective and consistent support in each case, in accordance with the written disciplinary policy.

G. The Board and the Federation agree that special attention and supportive help and guidance in classroom techniques shall be provided all teachers.



**ARTICLE X**  
**REDUCTION, RECALL and SENIORITY PERSONNEL**

A. In the event that it becomes necessary to lay off personnel, the Board will not lay off teachers with valid contracts during the school year. Reductions will be formally implemented in the start of the new school year and the order of reduction shall be as follows:

1. Probationary teachers according to the following:
  - a. teaching certification and endorsement
  - b. qualifications
  - c. seniority
  
2. Tenured teachers according to the following:
  - a. certification and endorsement
  - b. qualifications
  - c. seniority

B. Seniority is defined as the length of service within the school district as of the teacher's first working day. In the circumstance of more than one individual beginning employment on the same date, all individuals so affected will participate in a drawing to determine position on the seniority list. The drawing will be conducted openly and at a place and time which will allow all affected teachers to attend.

C. It is agreed between the Hemlock Federation of Teachers and the Hemlock Board of Education that in order to determine seniority for employees the following conditions will be applied:

1. Credit on the seniority list will be given for only those years of active employment in the Hemlock Public School District.
2. The seniority list would be arranged according to the total time of active employment accumulated by bargaining unit members.
3. Half days are considered as half years of employment (based on social security and retirement).
4. Teachers on lay off would not receive credit for a year of active employment (exception: four teachers reinstated through arbitration 1977-78).
5. Internship is not considered active employment for the Hemlock Public School District.
6. Employees that had a leave of absence at any time during their employment would not receive seniority credit for the length of time on leave except for an

approved sick leave not to exceed one (1) year.

7. A leave of absence is defined as one approved by the Board of Education.

D. If, for any reason, the Board anticipates a reduction in staff for the following year, it shall confer with the Federation to discuss the implications of said reduction.

E. Any teacher on lay off shall be recalled in inverse order of lay off provided he is certified and qualified for the available position.

F. Recall of personnel shall be in writing and sent by registered or certified mail to said teacher(s). It is the responsibility of the teacher(s) to keep the Board informed of his current address.

G. Teachers laid off may, subject to the terms of the insurance carrier, continue the insurance payments at the group premium rate by paying the premiums directly to the school.

H. Any teacher placed on lay off shall not remain on the lay off list any longer than six (6) years.



**ARTICLE XI  
LEAVES OF ABSENCE**

A. Procedures:

1. Leaves of absence may be authorized by the Board of Education upon the recommendation of the superintendent.
2. No leave of absence shall be granted for a period longer than one (1) year except by specific action of the Board of Education.
3. Written application for such leave shall be made by the faculty person, addressed to the superintendent of schools, who shall upon receipt of same, make such investigation as may be necessary to determine to the best of his ability if the granting of such leave would serve not only the interests of the faculty person, but also of the school district.
4. Such leave of absence shall be without compensation from this school district, except as may be determined otherwise by the Board of Education.
5. Leave of absence may be denied or abrogated by the Board of Education upon evidence of violation of the Agreement.
6. It is agreed that an individual returning from a leave of one year or less shall be guaranteed a position in the Hemlock Public School District, provided they have the necessary seniority. Application to return from a leave of absence shall be filed with the Superintendent of Schools no later than March 15 preceding the September in which he wishes to return, or not later than November 1 if he wishes to return at the beginning of the second semester of any school year..
7. No guarantee will be made to persons granted leaves that they will be reinstated in the original position, but assurance will be made that they will be granted first consideration for a comparable or the same position as was held when leave was granted.
8. In computer service to determine the faculty person's position on the salary schedule at the expiration of the leave, time spent on leave shall not be counted as active service in the school district, except that the superintendent of schools may, at his discretion, allow part or all of such time for the following leaves:
  - a. Professional study

- b. Temporary teaching assignments outside the district
- c. Travel

B. Types of Leaves of Absence:

1. Health and Hardship Leave
  - a. Faculty personnel may be granted a leave of absence because of personal illness, accident, or other grave emergency, and for rest and recuperation.
  - b. Whenever a leave of absence is granted as Described, the faculty person shall give acceptable medical evidence of recovered health, or such other evidence as may be required by the superintendent, before being permitted to return to his duties in this school system.
2. Professional Study  
Faculty personnel who have been employed under contract for three (3) or more consecutive years, upon written request, may be granted, without pay, a leave of absence for one year for professional study, provided such leave does not in any way impair the program of the school.
3. Travel  
Faculty personnel who have been employed under contract for three (3) or more consecutive years, upon written request, may be granted, without pay, a leave of absence for travel provided such leave does not in any way impair the program of the school.
4. Emergency  
An annual total of three (3) days shall be granted upon approval of the superintendent.
5. Military Leave  
A military leave shall be granted to the teacher who shall be inducted or ordered to active duty in the armed forces of the United States. (This does not apply to volunteer enlistment.) Upon return from such leave, said teacher shall be placed at the same place on the the district during such period. Such leave shall be for the duration of the emergency or conflict.
6. Child Rearing  
The Board of Education shall grant a leave of absence for child rearing, without pay, upon receipt of satisfactory professional recommendations (physician, psychologist, social worker, etc.) that the refusal of such leave would adversely affect the child's health or well being. There shall be no credit in the salary schedule for the period of such leave.

**ARTICLE XII  
SICK LEAVE**

A. General Provisions

1. Sick leave is a form of insurance and not a form of compensation. The purpose of sick leave shall be to protect faculty personnel and pupils when faculty personnel become ill.
2. Faculty personnel shall be credited with twelve (12) days of sick leave on the opening day of school each year, and any sick leave days not used in one year shall be accumulated to a total of eighty (80) days during the length of this contract period.

If the employee begins the school year with 80 accumulated sick days, then any sick days used during the year will be deducted from the total of 92 days and not 80 days.

3. Any teacher having exceeded his accumulated sick leave days may request additional days from the superintendent.
4. Sick leave days earned prior to a leave of absence shall be held in reserve pending the return of faculty personnel from such leave.
5. Faculty personnel who terminate employment with the school district shall forfeit all of their unused days of sick leave and days so forfeited shall not be restored if the faculty member should later re-enter the service of the school district.
6. Absence from duty for the following reasons shall be considered sick leave deductible from the accumulative sick leave:

a. Personal Illness

1. For absence resulting from personal illness or injury (including disability caused by pregnancy or related complications) and not exceeding two (2) consecutive days, approval of the principal shall suffice.

2. Satisfactory medical affidavit to the effect that the absence was caused by illness may be requested for illness of more than two (2) days.

3. Faculty personnel who have been absent because of personal illness for more than two (2) weeks before returning to duty may be required to submit satisfactory medical evidence of ability to perform their duties. This evidence may be either a signed statement from their personal physician or a signed statement by a physician designated by the superintendent.
- b. Quarantine  
In case of quarantine because of exposure to contagious disease which could be communicated to other personnel or pupils, the approval of a physician must be presented for the entire period of absence.
- c. Death in the Immediate Family:
  1. Faculty personnel shall be allowed five (5) days of absence and any additional days approved by the superintendent, without loss of pay in the event of death of a member of the immediate family. (Immediate family shall include mother, father, husband, wife, child, stepchild, adopted child, sister, brother, grandparents, grandchild, father-in-law, mother-in-law. This will also include any relative who is a permanent resident in the employee's home.)
  2. Faculty personnel shall be allowed one (1) day of absence and any additional days approved by the superintendent without loss of pay to attend the funeral of an aunt, uncle, nephew, niece, sister-in-law, brother-in-law, or the spouse of his child.
- d. Emergency Days  
For unforeseen emergencies or events not covered in this Article, a faculty member may be granted leave days, deductible from their accumulated leave, by the administration.
- e. Worker's Compensations  
An individual who is injured and drawing Worker's Compensation shall have his sick leave deduction prorated, not to exceed his daily rate of pay.
7. A teacher who is absent from duty as the result of personal injury caused by an accident, disease, or assault upon him arising out of, and in the cause of, his employment, may have the option of drawing Worker's Compensation solely, or Worker's Compensation plus sick leave (payment not to exceed his regular daily rate).

In the event he chooses the latter, the days sick leave drawn will be chargeable to his sick leave accumulation.

8. Illness in the Household

The immediate household shall be defined as spouse or dependents residing within the employee's household.

- a. Three (3) days total granted annually and charged against sick leave.
- b. Two additional days total annually granted with the substitute teacher's salary (\$60.00) deducted from the employee's pay for each of the two days.

**ARTICLE XIII**  
**OTHER AUTHORIZED ABSENCES FROM DUTY**

**A. Death of Faculty Personnel**

1. At the discretion of the superintendent, the school shall be closed in the case of the death of faculty personnel.
2. Other members of the faculty may be allowed to attend the funeral services if satisfactory arrangements can be made to discharge their teaching responsibilities and if such absence is approved by the principal.
3. The principal shall be responsible for all matters concerning the school in connection with the death of a faculty personnel, including student collections, memorials, remembrances, flower arrangements, and the disposition of personal effects.

**B. Personal Leave Days**

Each teacher shall be entitled each year during his regular employment period to be absent without loss of pay or other benefits from scheduled work for two (2) days in increments of full or half days only. A teacher planning to use a personal leave day shall notify his building principal in writing four (4) days in advance. Teachers shall not be asked to explain the reason for any request for a personal leave day except for a day immediately before and after a holiday or vacation period in which event reasonable restrictions may be imposed. Any unused personal days shall be credited to the accumulated days of sick leave for the following years.

**C. Jury Duty**

Faculty personnel shall be allowed to be absent when called for jury duty. Such absences shall be allowed without loss of pay except that any compensation for such jury duty shall be deducted from his regular salary payment.

**D. Subpoena**

Faculty personnel shall not be charged for any absence when subpoenaed to appear in court as a result of the teacher performing their assigned duties.

**E. Other Absences**

Absence from duty shall be authorized by the building principal except in those instances where the Board of Education policy or administrative regulations expressly reserve this authority to the superintendent.



**ARTICLE XIV  
ASSIGNMENT & TRANSFER**

A. Teachers shall teach within the scope of their teaching certificates, such as their major and minor as provided by the Michigan department of Education, except for emergencies. In the event of such emergencies, the Federation will be notified by the administration.

B. All teachers will be given notice of their schedules and/or assignments for the next year not later than the last scheduled day of school in June. If the proposed assignment is altered while school is in summer recess, the affected teachers will be consulted and/or notified by certified mail.

C. Assignment of individual teachers to class schedules within a building is the responsibility of the building administrator. In making the assignments, the building administrator shall base his assignments on the following criteria:

1. Certification
2. Preparation
3. Experience in level or subject area

D. Where qualifications such as ability, experience, preparation are equal, the teacher with the highest seniority will be given the first choice of assignment.

E. Transfer requests for another building shall be evaluated in light of the individual academic qualifications, certification and preparation required for the assignment. Transfer requests shall be made on the basis of seniority and qualifications in the academic program of the school district. Where qualifications in the academic program are equal, the teacher with the highest seniority will be given the first choice of assignment.

F. Whenever a vacancy occurs in the Hemlock Public School system during the school year, such position will be posted in each school building for a minimum of five (5) days. During the months of June, July and August, all teachers will receive written notification placed in their pay envelopes. Those teachers who do not receive summer pay will also receive summer job notification by mail.

G. All teachers will be given first consideration for all open positions within the bargaining unit.

**ARTICLE XV  
MEDICAL EXAMINATION**

The Board of Education requires, by law, evidence of freedom from communicable tuberculosis as a condition of entering its employment and annually thereafter for all personnel employed by the Board. All teachers will present such evidence within a reasonable time when requested by the Board.



**ARTICLE XVI**  
**TEACHING CONDITIONS**

A. Teachers' day shall conclude only after students leave their rooms.

B. Any teacher shall make arrangements with his immediate supervisor to leave early during the school day.

C. Each teacher shall be required to participate in staff meetings which will be limited to ten (10) per school year except in case of emergency and excluding pre-school conferences. In no case shall a meeting last longer than one and one-half hours. Each teacher recognizes attendance as an obligation of his employment and shall attend unless excused by the building principal.

D. Teachers teaching in more than one building shall be required to attend meetings scheduled in the building in which the majority of their teaching time is spent, unless otherwise directed by that building principal. In no case shall that teacher be required to attend more than the specified number of meetings.

E. Absence of up to a half day (until 12:00 noon for secondary teachers and before the start of the afternoon session for elementary teachers) caused by accidents, weather conditions or other acts of God, making transportation extremely hazardous in the opinion of the Board, taking age, sex, health and locality into consideration, will be excused and not treated as deduction from his sick leave credits or pay, provided the teacher has notified his building principal as soon as possible.

F. It is understood that Public Act 239 of 1984, as amended, does not require student make up of the first two "Act of God" days called during any school year, and the Board shall not require the teachers to do so. It is understood that the teachers shall not lose any compensation for the first two "Act of God" days called during any school year. Any "Act of God" student make up days over and above these two days during any school year shall be made up with no additional compensation. If Public Act 239 of 1984, as amended, is changed, the parties agree to negotiate new language to this agreement.

G. In the event of a delayed start day for students, all teachers will report at the delayed start time as reported by local T.V. and radio stations.

H. When special area teachers in music and physical education are instructing a class in grades K-6, that class's regular teacher shall be free from duty as a preparation period, provided it is a single class. When there is more than one class being instructed at any one time, the affected teachers will develop a

rotation schedule to assist with the supervision of the classes unless waived by the building principal.

I. The instructional organization of the school will be determined by the building principal in consultation with the staff.

J. The Board shall provide a copy of the Agreement between the Hemlock Federation of Teachers and the Hemlock Public Schools for each teacher after the contract has been ratified and signed by both parties.

K. The Board agrees to develop in each building a specific procedure to be implemented during the absence of a building principal to insure the continued operation of the school. the building principal shall review this procedure with staff at the beginning of the school year.

L. The Board agrees to develop in each building a specific policy for the ordering of supplies and equipment in consultation with its staff. Consideration will be given to the following areas:

1. Deadline for submission of requests
2. Verification of order
3. Notification of availability or non-availability of ordered items.
4. Requests of materials in order of priority
5. See memorandum of understanding

The parties agree that only the failure to implement such a procedure will be grievable.

M. The elementary recess time shall be a twenty (20) minute block of time to be scheduled between the teacher and principal. This may be reduced to ten (10) minutes provided the student contact time is reduced by ten (10) minutes. The elementary break time shall be forty-five (45) minutes of which thirty (30) minutes shall be guaranteed as duty free lunch for all K-6 employees and fifteen (15) minutes for preparation time. The Board agrees to meet with the negotiating team in the event of further financial hardship.

N. Additional Elementary Preparation Time: The union and administration agree to enter into a feasibility study in each elementary school to make recommendations to the Board of Education which would provide a regular daily preparation time for elementary school teachers in blocks of no less than thirty (30)

minutes which when added to other blocks of time throughout the week would add up to a minimum average of at least forty-five (45) minutes of prep time per teacher per day. Implementation and acceptance of such recommendation will be subject to Board approval.

O. Teachers in all buildings shall be guaranteed a thirty (30) minute duty free lunch period each day.

P. Each day, preparation periods in grades 7-12 will be equivalent to an uninterrupted period of time equivalent to one (1) class period.

Q. Teachers shall not be required to exceed six (6) hours and forty (45) minutes per day in a continuous block of time for the 2000-01 school year. Five (5) additional minutes will be added to this block of time in each of the succeeding two (2) school years: six (6) hours and fifty (50) minutes for the 2001-02 school year and six (6) hours and fifty-five (55) minutes for the 2002-03 school year.

R. Every effort will be made to schedule IEPCs during the regular school day.

**ARTICLE XVII**  
**SUBSTITUTE SERVICE FOR TEACHERS**

A. The district will maintain a list of substitute teachers to be utilized by the administration when a teacher is absent from his assignment.

B. Substitutes will be provided for absent special area teachers if available (music, band, physical education, shop, etc.).

C. Substitute degree teachers shall receive sixty (60) dollars per day.

D. Normally, regular/special education teaching staff will not be utilized as substitutes. Teaching staff are not required to substitute on their prep time nor are they required to take someone else's class into theirs, thus doubling up. Substituting for another staff member should be voluntary and the teacher subbing will be compensated at the daily hourly rate of a substitute teacher.

**ARTICLE XVIII**  
**NO STRIKE CLAUSE**

The Federation and the Board recognize that strikes and other forms of work stoppages by teachers are contrary to law and public policy. The Federation and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Federation therefore agrees that its officers, representatives and members shall not authorize, instigate, cause, aid, encourage, ratify or condone, nor shall any teacher take part in any strike, slow-down or stoppage of work, boycott, picketing or similar interruption of activities in the school system. Failure or refusal on the part of any teacher to comply with any provision of this Article shall be cause for whatever disciplinary action is deemed necessary by the Board.

**ARTICLE XIX**  
**RETIREMENT**

A. Teachers who reach the age of fifty-five (55) are eligible to retire under the Michigan Retirement Law and will submit to the Board a written notice of intention to retire at least sixty (60) calendar days prior to the date of retirement.

B. Upon retirement each teacher shall be eligible to continue the payments of all insurance policies of the current contract at group rates subject to the terms of the carrier and at the teacher's expense.

**ARTICLE XX**  
**PROFESSIONAL COMPENSATION**

- A. Annual salaries shall be computed according to Appendix A, B, & C.
- B. Wages shall be paid bi-weekly and at the time of payment the Board shall not be in arrears.
- C. Teachers required to drive personal automobiles in the course of their employment shall be reimbursed at a rate equal to that received by public employees of the State of Michigan. Should the State of Michigan increase the rate of reimbursement during the course of the contract year, such increases would immediately be effective in all reimbursements made to teachers. School owned vehicles should be used when possible.
- D. A teacher who is engaged during the school day in negotiating procedures in behalf of the Federation with any representative of the Board or who participates in any professional grievance procedures which are scheduled by the Board of administration shall be released from regular duties without any pay loss or penalties.
- E. A teacher, upon request, may be released from his regular duties without loss of pay to participate in workshops, programs, or conferences oriented solely to improving professional competency. Such time is subject, however, to the discretion of each principal as to scheduling feasibility. All teachers will make requests to attend these meetings on forms provided by the administration.
- F. Payroll Procedures as Follows:
1. Payroll checks will be issued bi-weekly on Fridays with a maximum of twenty-six (26) paydays per contract year to all teachers except as elsewhere provided. The Board further agrees to provide 27 pay periods to all its teachers during the years that 26 pays does not provide for a paycheck every 2 weeks. (This situation occurs about once every 7 years).
  2. Upon written application filed no later than September 15, any teacher may request that full payment of salary be made during the last pay period in June.
  3. Upon written application filed no later than April 1 (no exceptions), any teacher may request that full payment of salary be made during the last pay period in June if sufficient funds are available. Final approval for payment will remain with the superintendent.

4. Upon request by a teacher prior to the first payroll, a teacher may elect to have his pay issued over the actual months of active employment.
5. All authorizations for payroll deductions will be made on one form and shall be available for:
  - a. Federation dues
  - b. Saginaw County Employees Credit Union
  - c. Tax sheltered or deferred annuities
6. Any teacher who is terminating his service pay prior to the end of his contractual period, upon written application filed no later than ten (10) days prior to his termination date, may request total payment of his salary due. Such payment shall be made on the first regular pay date following the termination date.
7. All teachers who are hired for less than full time shall receive all salary and other benefits on a prorated basis.



**ARTICLE XXI  
INSURANCE BENEFITS**

A. The Board will provide the CMM 1000 Wrap Plan or equivalent and will pay for the deductible portion up to the Four Star level of benefits.

B. The Board agrees to provide the \$0-\$5 CAREMARK Prescription Plan. The Board agrees to pay for the Smoking Cessation Patch.

C. The Board agrees to provide, without cost or limitation, to all teachers the SET Ultradent Program or equivalent which includes, but is not limited to, 70% co-pay benefits with a twenty-five (\$25.00) lifetime deductible in the basic dentistry services, 50% co-pay on major dentistry services with a twenty-five (\$25.00) lifetime deductible and 50% co-pay on supplemental orthodontic benefits, with a fifty dollar (\$50.00) lifetime deductible.

D. The Board further agrees to provide group term life insurance in the amount of \$25,000, A.D. & D. to all teachers, without cost or limitation.

E. The Board further agrees to provide, without cost or limitation, to all teachers a long-term disability program with benefits payable to full retirement according to the ADEA rules and regulations. Benefits shall commence after the expiration of the forty (40) scheduled work days waiting period, and are payable for each regularly scheduled work day on which the insured is disabled during a period of continuous disability and prior to the expiration of the contract year. Accrued sick days in excess of forty (40) days shall remain in the employee's sick bank. The amount of benefit payable for each day of disability is 70% during the first school contract year. If an employee is disabled beyond the end of the school or contract year, then the program will provide continued insurance benefit payments on a long term disability basis. Insurance coverage following the end of the school or contract year is at the LTD rate specified of the employee's monthly earnings to a maximum benefit of \$3,000 per month.

F. A Group Vision Care Insurance Plan shall be offered to all employees and their families. (see Appendix D)

G. The Board further agrees to make payment of all insurance benefit premiums described above for all persons who complete their contractual obligation in order to assure insurance coverage over the months of June, July and August, even though the teacher may not be returning the next school year.

H. The Board agrees to provide, without cost or limitation, to all teachers dependent coverage for the 19-25 year age group provided they meet the requirements of the carrier. This applies to all participants in the health, dental and vision programs.

I. The parties agree to abide by underwriting rules and regulations established by the insuring carriers noted above.

**ARTICLE XXII  
SALARY PROVISIONS**

A. Salary Placement

1. BA Schedule: Bachelor's category on the salary schedule shall be defined as a Bachelor's degree from an accredited college or university and being eligible for or possessing a valid Michigan teaching certificate.
2. BA & Permanent + 5/Continuing/PERM+5/PROF. ED.+5 Hours Schedule: A teacher who possesses a Bachelor's degree and a permanent or continuing certificate and who has completed five (5) semester hours of courses on the graduate level shall be eligible for the salary of this category.
3. MA Schedule: Master's category on the salary schedule shall be defined as a Master's degree from an accredited college or university and being eligible for or possessing a valid Michigan teacher certificate.

Teachers must present satisfactory evidence of the degree or extra hours by October 1st for the full year, or February 1st for the second semester, to benefit from salary allowances or advanced degrees and extra hour schedules.

B. Outside Teaching Experience

Credit for experience outside the school system shall be given for years of successfully teaching and work experience directly related to teaching in the teaching field only at the time of initial employment. Such experience shall be evaluated and credited by the superintendent of schools and credited in accordance with the following schedule:

<u>Years of Experience</u>	<u>Years of Credit</u>
Less than 1	None
1 to 1.99	1
2 to 2.99	2
3 to 3.99	3
4 to 4.99	4
5 to 5.99	5
6 to 6.99	6
7 to 9.99	7
10 to 12.99	8
13 to 15.99	9
16 to 18.99	10
19 or more	11

C. Active Military Service

1. Military service shall count as Hemlock School experience, for purposes of determining placement on the salary schedule, if the teacher has performed teaching service in Hemlock Public Schools immediately prior to his or her military service.
2. For initial employment credit, experience credit for military service and/or service in government sponsored education programs not under the direction of a public school system, shall be granted to teachers who have not been employed by the Board previously in accordance with the following schedule:

Less than 13 months	No credit
13 but less than 31 month	1 year
31 or more months	2 years

D. Partial years of service in Hemlock Public Schools after September 1, 1969:

Teachers who teach one semester or more shall advance to the next step (years of experience) upon their return to the Hemlock Public Schools. Teachers who teach less than one semester shall remain on the same step upon their return the following year.

E. Extended Employment Agreements

The superintendent, at his discretion, may write employment agreements extending the period of employment subject to the following limitations.

1. Such agreements may be issued only if the teacher, during the extended period of employment, is performing duties similar to those he would perform while the normal teaching contract is in force.
2. Pay for the extended periods shall be at the daily rate of compensation multiplied by the days of extension. The daily rate is to be determined by dividing the normal contractual salary of the teacher by the number of required work days. (This section does not include Driver Training.)

F. Special Assignments

1. It is recognized that there are many tasks in and about a school which require persons with special qualifications and that many of these positions require the expenditure of extra time.
2. The standard teacher contract will not reflect the compensation paid for additional duties and responsibilities. The compensation and other conditions

pertaining to special assignment will be indicated on a contract rider to be issued annually by the Board of Education. The grantee of such rider is not to be guaranteed the stated position for succeeding years or semesters by reason of the tenure act of 1937, as amended.

G. Hartley Nature Center

Each teacher attending Hartley Outdoor Education Center who supervises children and who stays overnight shall be granted one day substitute teacher wages for each night they stay.

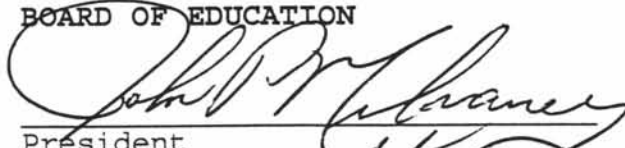
ARTICLE XXIII  
TERMINATION

This agreement shall become effective upon ratification of both parties and remain in effect until August 15, 2003.

At least ninety (90) days prior to the expiration of the Agreement on August 15, 2003, the parties will begin negotiations for a new agreement.

IN WITENESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives:

HEMLOCK PUBLIC SCHOOLS  
BOARD OF EDUCATION



President



Secretary

8/3/00  
Date

HEMLOCK FEDERATION OF TEACHERS



President



Secretary



Chairman, Professional  
Negotiating Committee

8/3/00  
Date

## APPENDIX A - 2000-2001 SALARY SCHEDULE

Step	B. A.	Continuing/PERM+5/PROF. ED/+5	M.A.
1	29301	30550	31747
2	31005	32330	33602
3	32707	34111	35454
4	34410	35890	37308
5	36113	37671	39161
6	37816	39451	41016
7	39520	41232	42871
8	41222	43010	44725
9	42925	44790	46579
10	44629	46569	48431
11	46332	48348	50287
12	48032	50128	52135

In addition to the salaries, the Board will pay:

- 1 The Board agrees to continue the 5% contribution as presently mandated by state law on behalf of the teachers to the Michigan Public School Employees' Retirement Fund.
- 2 An additional 3 1/2% of the teacher's salary will be paid to all teachers beginning in the 15th year of service within the Hemlock Public School District.
- 3 An additional 3 1/2% of the teacher's salary will be paid to all teachers beginning in the 20th year of service within the Hemlock Public School District.
- 4 Effective in the 2000-2001 school year, an additional 4% of the teacher's salary will be paid to all teachers beginning in the 25th year of service within the Hemlock Public School District.
- 5 Effective in the 2000-2001 school year, an additional 4% of the teacher's salary will be paid to all teachers beginning in the 30th year of service within the Hemlock Public School District.



## APPENDIX A - 2001-2002 SALARY SCHEDULE

Step	B. A.	Continuing/PERM+5/PROF. ED/+5	M.A.
1	30180	31467	32699
2	31935	33300	34610
3	33688	35134	36518
4	35442	36967	38427
5	37196	38801	40336
6	38950	40635	42246
7	40706	42469	44157
8	42459	44300	46067
9	44213	46134	47976
10	45968	47966	49884
11	47722	49798	51796
12	49473	51632	53699

In addition to the salaries, the Board will pay:

- 1 The Board agrees to continue the 5% contribution as presently mandated by state law on behalf of the teachers to the Michigan Public School Employees' Retirement Fund.
- 2 An additional 3 1/2% of the teacher's salary will be paid to all teachers beginning in the 15th year of service within the Hemlock Public School District.
- 3 An additional 3 1/2% of the teacher's salary will be paid to all teachers beginning in the 20th year of service within the Hemlock Public School District.
- 4 Effective in the 2001-2002 school year, an additional 4 1/2% of the teacher's salary will be paid to all teachers beginning in the 25th year of service within the Hemlock Public School District.
- 5 Effective in the 2001-2002 school year, an additional 4 1/2% of the teacher's salary will be paid to all teachers beginning in the 30th year of service within the Hemlock Public School District.

## APPENDIX A - 2002-2003 SALARY SCHEDULE

Step	B. A.	Continuing/PERM+5/PROF. ED/+5	M.A.
1	31236	32568	33843
2	33053	34466	35821
3	34867	36364	37796
4	36682	38261	39772
5	38498	40159	41748
6	40313	42057	43725
7	42131	43955	45702
8	43945	45851	47679
9	45760	47749	49655
10	47577	49645	51630
11	49392	51541	53609
12	51205	53439	55578

In addition to the salaries, the Board will pay:

- 1 The Board agrees to continue the 5% contribution as presently mandated by state law on behalf of the teachers to the Michigan Public School Employees' Retirement Fund.
- 2 An additional 3 1/2% of the teacher's salary will be paid to all teachers beginning in the 15th year of service within the Hemlock Public School District.
- 3 An additional 3 1/2% of the teacher's salary will be paid to all teachers beginning in the 20th year of service within the Hemlock Public School District.
- 4 Effective in the 2001-2002 school year, an additional 4 1/2% of the teacher's salary will be paid to all teachers beginning in the 25th year of service within the Hemlock Public School District.
- 5 Effective in the 2001-2002 school year, an additional 4 1/2% of the teacher's salary will be paid to all teachers beginning in the 30th year of service within the Hemlock Public School District.

APPENDIX B - SPECIAL ASSIGNMENTS - 2000-2001(ATHLETIC)

POSITION	1	2	3	4	5
Football, Head	2177	2616	3047	3484	3926
Football, Ass't. (2)	1432	1716	1999	2297	2577
Football, JV Head	1432	1716	1999	2297	2577
Football, JV Ass't.	916	1097	1283	1462	1651
Football, 9th Grade Head	916	1097	1283	1462	1651
Football, 9th Grade Ass't.	798	959	1118	1281	1442
Basketball, Boys Head	2177	2616	3047	3484	3926
Basketball, Boys Ass't	1432	1716	1999	2297	2577
Basketball, Girls Head	2177	2616	3047	3484	3926
Basketball, Boys JV	1432	1716	1999	2297	2577
Basketball, Girls JV	1432	1716	1999	2297	2577
Basketball, 9th Grade Boys	798	959	1118	1281	1442
Basketball, 9th Grade Girls	798	959	1118	1281	1442
Basketball 8th - Boys "A"	798	959	1118	1281	1442
Basketball 8th - Boys "B"	798	959	1118	1281	1442
Basketball 8th - Girls "A"	798	959	1118	1281	1442
Basketball 8th - Girls "B"	798	959	1118	1281	1442
Basketball 7th - Boys "A"	798	959	1118	1281	1442
Basketball 7th - Boys "B"	798	959	1118	1281	1442
Basketball 7th - Girls "A"	798	959	1118	1281	1442
Basketball 7th - Girls "B"	798	959	1118	1281	1442
Wrestling, Head	2177	2616	3047	3484	3926
Wrestling, Assistant	1432	1716	1999	2297	2577
Wrestling, JV	1432	1716	1999	2297	2577
Wrestling, Middle School	798	959	1118	1281	1442
Baseball, Head	1487	1785	2084	2380	2681
Baseball, JV	916	1097	1283	1462	1651
Baseball, 9th Grade	798	959	1118	1281	1442
Soccer, Boys	1487	1785	2084	2380	2681
Soccer, Girls	1487	1785	2084	2380	2681
Softball, Head	1487	1785	2084	2380	2681

APPENDIX B - SPECIAL ASSIGNMENTS - 2000-2001 (ATHLETIC CONT.)

Position	1	2	3	4	5
Softball, JV	916	1097	1283	1462	1651
Track, Boys Head	1487	1785	2084	2380	2681
Track, Girls Head	1487	1785	2084	2380	2681
Track, Ass't. (2)	916	1097	1283	1462	1651
Track, Middle School Boys	798	959	1118	1281	1442
Track, Middle School Girls	798	959	1118	1281	1442
Volleyball, Head	1487	1785	2084	2380	2681
Volleyball, JV	916	1097	1283	1462	1651
Volleyball, 9th Grade	798	959	1118	1281	1442
Volleyball, 8th Grade	798	959	1118	1281	1442
Volleyball, Asst. 8th Grade	599	700	798	902	1010
Volleyball, 7th Grade	798	959	1118	1281	1442
Volleyball, Asst. 7th Grade	599	700	798	902	1010
Tennis, Head Boys	1487	1785	2084	2380	2681
Tennis, Head Girls	1487	1785	2084	2380	2681
Tennis, Assistant	916	1097	1283	1462	1651
Golf	1487	1785	2084	2380	2681
Cross Country, Head	1487	1785	2084	2380	2681
Cross Country, Assistant	916	1097	1283	1462	1651
H.S. Cheerleader, Head	1487	1785	2084	2380	2681
H.S. Cheerleader, Ass't.	916	1097	1283	1462	1651
M.S. Cheerleader, Head	798	959	1118	1281	1442
M.S. Cheerleader, Ass't.	599	700	798	902	1010
PomPon, High School	1115	1338	1563	1785	2012

APPENDIX B - SPECIAL ASSIGNMENTS - 2001-2002(ATHLETIC)

POSITION	1	2	3	4	5
Football, Head	2242	2694	3138	3589	4044
Football, Ass't. (2)	1475	1767	2059	2366	2654
Football, JV Head	1475	1767	2059	2366	2654
Football, JV Ass't.	943	1130	1321	1506	1701
Football, 9th Grade Head	943	1130	1321	1506	1701
Football, 9th Grade Ass't.	822	988	1152	1319	1485
Basketball, Boys Head	2242	2694	3138	3589	4044
Basketball, Boys Ass't	1475	1767	2059	2366	2654
Basketball, Girls Head	2242	2694	3138	3589	4044
Basketball, Boys JV	1475	1767	2059	2366	2654
Basketball, Girls JV	1475	1767	2059	2366	2654
Basketball, 9th Grade Boys	822	988	1152	1319	1485
Basketball, 9th Grade Girls	822	988	1152	1319	1485
Basketball 8th - Boys "A"	822	988	1152	1319	1485
Basketball 8th - Boys "B"	822	988	1152	1319	1485
Basketball 8th - Girls "A"	822	988	1152	1319	1485
Basketball 8th - Girls "B"	822	988	1152	1319	1485
Basketball 7th - Boys "A"	822	988	1152	1319	1485
Basketball 7th - Boys "B"	822	988	1152	1319	1485
Basketball 7th - Girls "A"	822	988	1152	1319	1485
Basketball 7th - Girls "B"	822	988	1152	1319	1485
Wrestling, Head	2242	2694	3138	3589	4044
Wrestling, Assistant	1475	1767	2059	2366	2654
Wrestling, JV	1475	1767	2059	2366	2654
Wrestling, Middle School	822	988	1152	1319	1485
Baseball, Head	1532	1839	2147	2451	2761
Baseball, JV	943	1130	1321	1506	1701
Baseball, 9th Grade	822	988	1152	1319	1485
Soccer, Boys	1532	1839	2147	2451	2761
Soccer, Girls	1532	1839	2147	2451	2761
Softball, Head	1532	1839	2147	2451	2761



APPENDIX B - SPECIAL ASSIGNMENTS - 2001-2002 (ATHLETIC CONT.)

Position	1	2	3	4	5
Softball, JV	943	1130	1321	1506	1701
Track, Boys Head	1532	1839	2147	2451	2761
Track, Girls Head	1532	1839	2147	2451	2761
Track, Ass't. (2)	943	1130	1321	1506	1701
Track, Middle School Boys	822	988	1152	1319	1485
Track, Middle School Girls	822	988	1152	1319	1485
Volleyball, Head	1532	1839	2147	2451	2761
Volleyball, JV	943	1130	1321	1506	1701
Volleyball, 9th Grade	822	988	1152	1319	1485
Volleyball, 8th Grade	822	988	1152	1319	1485
Volleyball, Asst. 8th Grade	617	721	822	929	1040
Volleyball, 7th Grade	822	988	1152	1319	1485
Volleyball, Asst. 7th Grade	617	721	822	929	1040
Tennis, Head Boys	1532	1839	2147	2451	2761
Tennis, Head Girls	1532	1839	2147	2451	2761
Tennis, Assistant	943	1130	1321	1506	1701
Golf	1532	1839	2147	2451	2761
Cross Country, Head	1532	1839	2147	2451	2761
Cross Country, Assistant	943	1130	1321	1506	1701
H.S. Cheerleader, Head	1532	1839	2147	2451	2761
H.S. Cheerleader, Ass't.	943	1130	1321	1506	1701
M.S. Cheerleader, Head	822	988	1152	1319	1485
M.S. Cheerleader, Ass't.	617	721	822	929	1040
PomPon, High School	1148	1378	1610	1839	2072

APPENDIX B - SPECIAL ASSIGNMENTS - 2002-2003(ATHLETIC)

POSITION	1	2	3	4	5
Football, Head	2320	2788	3248	3715	4186
Football, Ass't. (2)	1527	1829	2131	2449	2747
Football, JV Head	1527	1829	2131	2449	2747
Football, JV Ass't.	976	1170	1367	1559	1761
Football, 9th Grade Head	976	1170	1367	1559	1761
Football, 9th Grade Ass't.	851	1023	1192	1365	1537
Basketball, Boys Head	2320	2788	3248	3715	4186
Basketball, Boys Ass't	1527	1829	2131	2449	2747
Basketball, Girls Head	2320	2788	3248	3715	4186
Basketball, Boys JV	1527	1829	2131	2449	2747
Basketball, Girls JV	1527	1829	2131	2449	2747
Basketball, 9th Grade Boys	851	1023	1192	1365	1537
Basketball, 9th Grade Girls	851	1023	1192	1365	1537
Basketball 8th - Boys "A"	851	1023	1192	1365	1537
Basketball 8th - Boys "B"	851	1023	1192	1365	1537
Basketball 8th - Girls "A"	851	1023	1192	1365	1537
Basketball 8th - Girls "B"	851	1023	1192	1365	1537
Basketball 7th - Boys "A"	851	1023	1192	1365	1537
Basketball 7th - Boys "B"	851	1023	1192	1365	1537
Basketball 7th - Girls "A"	851	1023	1192	1365	1537
Basketball 7th - Girls "B"	851	1023	1192	1365	1537
Wrestling, Head	2320	2788	3248	3715	4186
Wrestling, Assistant	1527	1829	2131	2449	2747
Wrestling, JV	1527	1829	2131	2449	2747
Wrestling, Middle School	851	1023	1192	1365	1537
Baseball, Head	1586	1903	2222	2537	2858
Baseball, JV	976	1170	1367	1559	1761
Baseball, 9th Grade	851	1023	1192	1365	1537
Soccer, Boys	1586	1903	2222	2537	2858
Soccer, Girls	1586	1903	2222	2537	2858
Softball, Head	1586	1903	2222	2537	2858



APPENDIX B - SPECIAL ASSIGNMENTS - 2002-2003 (ATHLETIC CONT.)

Position	1	2	3	4	5
Softball, JV	976	1170	1367	1559	1761
Track, Boys Head	1586	1903	2222	2537	2858
Track, Girls Head	1586	1903	2222	2537	2858
Track, Ass't. (2)	976	1170	1367	1559	1761
Track, Middle School Boys	851	1023	1192	1365	1537
Track, Middle School Girls	851	1023	1192	1365	1537
Volleyball, Head	1586	1903	2222	2537	2858
Volleyball, JV	976	1170	1367	1559	1761
Volleyball, 9th Grade	851	1023	1192	1365	1537
Volleyball, 8th Grade	851	1023	1192	1365	1537
Volleyball, Asst. 8th Grade	639	746	851	962	1076
Volleyball, 7th Grade	851	1023	1192	1365	1537
Volleyball, Asst. 7th Grade	639	746	851	962	1076
Tennis, Head Boys	1586	1903	2222	2537	2858
Tennis, Head Girls	1586	1903	2222	2537	2858
Tennis, Assistant	976	1170	1367	1559	1761
Golf	1586	1903	2222	2537	2858
Cross Country, Head	1586	1903	2222	2537	2858
Cross Country, Assistant	976	1170	1367	1559	1761
H.S. Cheerleader, Head	1586	1903	2222	2537	2858
H.S. Cheerleader, Ass't.	976	1170	1367	1559	1761
M.S. Cheerleader, Head	851	1023	1192	1365	1537
M.S. Cheerleader, Ass't.	639	746	851	962	1076
PomPon, High School	1188	1426	1666	1903	2145

APPENDIX C - SPECIAL ASSIGNMENTS 2000-2001 (OTHER)

Position	1	2	3	4	5
High School Band	1604	1925	2249	2566	2887
Middle School Band	798	959	1118	1281	1442
Yearbook	1143	1372	1602	1826	2058
Forensics/Debate/Mock Trial	916	1097	1283	1462	1651
High School Drama	916	1097	1283	1462	1651
Middle School Drama	916	1097	1283	1462	1651
F.F.A.	916	1097	1283	1462	1651
F.H.A.	632	756	879	1003	1126
National Honor Society	514	617	719	822	926
Senior Class Advisor (2)	514	617	719	822	926
Junior Class Advisor (2)	514	617	719	822	926
Sophomore Class Advisor	345	413	485	551	623
Freshman Class Advisor	345	413	485	551	623
M.S. Student Council (2)	345	413	485	551	623
M.S. Academic Track Director	916	1097	1283	1462	1651
Driver Education (per hour)	16.50	17.24	17.95	18.73	19.50

Experience in any of the above class advisory positions shall count toward advancement in these categories.

In order to eliminate any misunderstanding between the parties, it was agreed during negotiations that if the Board of Education establishes any job classification which properly falls within the bargaining unit, which is represented solely and exclusively by the Hemlock Federation of Teachers, the Federation and the Board will bargain collectively concerning any established rates for such job classifications.

**APPENDIX C - SPECIAL ASSIGNMENTS 2001-2002 (OTHER)**

Position	1	2	3	4	5
High School Band	1652	1983	2316	2643	2974
Middle School Band	822	988	1152	1319	1485
Yearbook	1177	1413	1650	1881	2120
Forensics/Debate/Mock Trial	943	1130	1321	1506	1701
High School Drama	943	1130	1321	1506	1701
Middle School Drama	943	1130	1321	1506	1701
F.F.A.	943	1130	1321	1506	1701
F.H.A.	651	779	905	1033	1160
National Honor Society	529	636	741	847	954
Senior Class Advisor (2)	529	636	741	847	954
Junior Class Advisor (2)	529	636	741	847	954
Sophomore Class Advisor	355	425	500	568	642
Freshman Class Advisor	355	425	500	568	642
M.S. Student Council (2)	355	425	500	568	642
M.S. Academic Track Director	943	1130	1321	1506	1701
Driver Education (per hour)	17.00	17.76	18.49	19.29	20.08

Experience in any of the above class advisory positions shall count toward advancement in these categories.

In order to eliminate any misunderstanding between the parties, it was agreed during negotiations that if the Board of Education establishes any job classification which properly falls within the bargaining unit, which is represented solely and exclusively by the Hemlock Federation of Teachers, the Federation and the Board will bargain collectively concerning any established rates for such job classifications.

APPENDIX C - SPECIAL ASSIGNMENTS 2002-2003 (OTHER)

Position	1	2	3	4	5
High School Band	1710	2052	2397	2736	3078
Middle School Band	851	1023	1192	1365	1537
Yearbook	1218	1462	1708	1947	2194
Forensics/Debate/Mock Trial	976	1170	1367	1559	1761
High School Drama	976	1170	1367	1559	1761
Middle School Drama	976	1170	1367	1559	1761
F.F.A.	976	1170	1367	1559	1761
F.H.A.	674	806	937	1069	1201
National Honor Society	548	658	767	877	987
Senior Class Advisor (2)	548	658	767	877	987
Junior Class Advisor (2)	548	658	767	877	987
Sophomore Class Advisor	367	440	518	588	664
Freshman Class Advisor	367	440	518	588	664
M.S. Student Council (2)	367	440	518	588	664
M.S. Academic Track Director	976	1170	1367	1559	1761
Driver Education (per hour)	17.59	18.38	19.13	19.96	20.78

Experience in any of the above class advisory positions shall count toward advancement in these categories.

In order to eliminate any misunderstanding between the parties, it was agreed during negotiations that if the Board of Education establishes any job classification which properly falls within the bargaining unit, which is represented solely and exclusively by the Hemlock Federation of Teachers, the Federation and the Board will bargain collectively concerning any established rates for such job classifications.

**APPENDIX D - ULTRA-VISION BASIC PLAN - 2 1/2 X SCHEDULE**

I. Examination	\$ 40.00 - One time every 12 months
II. Regular Lenses	52.00 - One time every 12 months
III. Bifocal Lenses	60.00 - One time every 12 months
IV. Trifocal Lenses	75.00 - One time every 12 months
V. Lenticular Lenses	90.00 - One time every 12 months
VI. Frames	45.00 - One time every 12 months
VII. Contact Lenses	125.00 - One time every 12 months

Contact lenses are allowed under the program in either of these instances:

1. Following cataract surgery.
2. When visual acuity cannot be corrected to 20/70 in the better eye except by their use.

Contact lenses for cosmetic purposes are not furnished under this plan. However, if you choose contact lenses in lieu of the glasses available under this program, an allowance of \$125.00 will be made toward their cost.

Examinations, frames, and one set of corrective lenses (regular glasses, prescription sunglasses, photogrey lenses, or contact lenses) will be provided once in a twelve(12) month policy year (July 1 to June 30 of the following year) for each eligible member of the family.

APPENDIX E - GRIEVANCE FORM

HEMLOCK FEDERATION OF TEACHERS GRIEVANCE FORM

Name of grievant(s): \_\_\_\_\_

\_\_\_\_\_

School and Assignment: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Building Principal or Administrator Involved:

\_\_\_\_\_

Statement of Grievance: \_\_\_\_\_

\_\_\_\_\_

Provisions of Contract That are Alleged to be Violated: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Relief or Remedy Sought: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date of Level One Discussion With Appropriate Administrator: \_\_\_\_\_

\_\_\_\_\_

Remedy or Relief Offered by Administrator at Level One: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**APPENDIX F - MEMORANDUM OF UNDERSTANDING  
HEMLOCK PUBLIC SCHOOLS  
PURCHASING PROCEDURES**

In order to clarify the procedures for ordering educational materials, the following procedures will be in effect. A requisition form is to be used in ordering materials.

If material is to be ordered from a specific company, the company name and address should be completed along with the date, school, and department or grade level. The vendor number will be assigned by the Business Office; the account title and account number will be assigned by the building Principal. Ordering information should be as complete as possible. This includes quantity; catalog number; the price per unit and the total amount. The requisition must be signed by the person ordering the material and approved by the Building Principal or supervisor. The Building Principal and the person doing the ordering should retain a copy of the requisition.

Each Spring, the district is involved in a cooperative bid with schools throughout the State. Each building office has the information that is necessary in placing bid orders.

If materials are ordered from a specific company, the most recent catalog should be used for ordering information, catalog numbers, prices, etc. If current catalogs are not available in the school offices, contact the company for a current catalog.

Requisitions submitted with incomplete information will be returned to the person placing the order for completion, thus delaying the ordering process.

Requisitions for materials to be ordered for the following school year must be submitted to the Building Principal by May 1 of the current school year. This will allow sufficient time for incomplete or questionable requisitions to be returned before school is dismissed for the summer.

Any questions pertaining to purchasing shall be referred to your Building Principal.



**APPENDIX F - MEMORANDUM OF UNDERSTANDING**

It is understood between the parties that unsubstantiated charges levied about a teacher's performance which has been sent to the Board of Education will not be read in public without first notifying the teacher of said charges.

**APPENDIX F - MEMORANDUM OF UNDERSTANDING**

Effective for the term of this agreement, the Board agrees that meetings will be held, at the request of the Federation, commencing within two weeks after the start of school in September to review and discuss class size. These discussions will be limited to those class size cases where the same subject matters are being taught at the same time but there is a significant difference in the respective size of classes.



HEMLOCK PUBLIC SCHOOLS

HEMLOCK, MICHIGAN 48626

May 8, 1998

Letter of Understanding between Hemlock Public Schools and Hemlock Federation of Teachers:

In order to clarify and eliminate any misunderstanding regarding the health care coverage at the Hemlock Public Schools, the parties agree that the following understanding is effective for the collective bargaining agreement entered into in 1997:

The health care program provided by the school carrier does not include voluntary abortion as a benefit under the present plan.

This letter is to prevent any misunderstanding of our compliance with state requirements effective under the amendments to the 1997-PA-93 state aid act.

Reginald D. [Signature]  
Superintendent  
Hemlock Public Schools

Karen G. [Signature]  
President  
Hemlock Federation of Teachers

May 13, 1998  
Date