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HILLSDALE COMMUNITY SCHOOLS

Hillsdale, Michigan

AGREEMENT

Between

**BOARD OF EDUCATION OF THE HILLSDALE
COMMUNITY SCHOOLS**

And

4-C UNIFIED BARGAINING ASSOCIATION, MEA-NEA

1999 - 2002

Hillsdale Community Schools

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AGREEMENT

This Agreement between the BOARD OF EDUCATION OF HILLSDALE COMMUNITY SCHOOLS, HILLSDALE, MICHIGAN, (hereinafter called Board), and 4-C UNIFIED BARGAINING ASSOCIATION, MEA-NEA, (hereinafter called Association), has been entered into the this ____ day of _____, 2000. It is specifically agreed that where the rights and benefits within the contract are specified as accruing to the "Association" the word "Association" shall be interpreted to mean only those employees of HILLSDALE COMMUNITY SCHOOLS, and any right or benefits shall not accrue to other members of the 4-C UNIFIED BARGAINING ASSOCIATION, MEA-NEA.

ARTICLE I

RECOGNITION

- A. The Board hereby recognizes the Association as the sole and exclusive bargaining agent for all full time and regularly employed part-time teaching personnel employed by Hillsdale Community Schools, including; guidance counselors, librarians, and summer school teachers but excluding therefrom: substitute teachers, supervisory and executive personnel; office, clerical, custodial, and school lunch employees; educational assistants; and school bus drivers and all others. Supervisory and executive personnel is understood to mean those persons who draw their authority directly from either the Board of Education or the Superintendent and who are required or permitted by the authority directly to make rules which are obligatory upon members of the bargaining unit. The term "teacher" when hereinafter used in this Agreement shall refer to all employees represented by the Association and the bargaining unit as above defined and reference to males shall include females. Elementary teachers shall refer to teachers of grades K-5, middle school teachers of grades 6-8, and high school teachers shall refer to teachers of grades 9-12.
- B. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association if the adjustment is not inconsistent with the terms of this Agreement, provided that the Association representative has been given an opportunity to be present at such adjustment.
- C. Nothing contained herein shall be construed to deny or restrict to any teacher rights which he/she may have under any state or federal laws and regulations.
- D. The Board agrees not to negotiate with or recognize any teachers' organizations other than the Association for the duration of this Agreement.
- E. All references to the superintendent herein contained shall be understood by the parties to mean the superintendent or superintendent's designee except for Article XI (Grievance Procedure).

ARTICLE II

BOARD RIGHTS

- A. The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, 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, including, and without limiting the generality of the foregoing, the right:
1. To the executive management and administrative control of the school system and its properties and facilities, and the professional activities of its employees;
 2. To hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion; and to promote, and transfer all such employees;
 3. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational, and social events for students, all as deemed necessary or advisable by the Board;
 4. To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature;
 5. To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers and other employees with respect to administrative and non-teaching activities, and the terms and conditions of employment.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms thereof are in conformance with the Constitution and Laws of the State of Michigan, and the Constitution and Laws of the United States.

ARTICLE III

TEACHER RIGHTS

A. The Association and its members shall have the right to use the school building facilities before or after regular class hours and during lunch time. Such use of the building for Association meetings must be arranged for with the building administration in advance. The Administration retains the right to room assignment. Bulletin boards and teachers' mailboxes shall be made available to the Association for the business of the Association. These materials must be signed by a designated Association official. All such materials shall be sent to the Superintendent's office (3 copies) and placed in building principal's box (concurrent to posting or placing in mailboxes) for administrative information as a matter of courtesy.

B. All teachers, prior to the 15th day of September, shall either:

1. a. Sign and deliver to the Board a dues deduction card authorizing membership dues of the Association including State and National dues. This card shall remain in effect until revoked in writing to both the Association and the Board.

or

b. Pay a service fee to the Association as determined in accordance with the M.E.A. policy and procedures regarding objections to political-ideological expenditures. The remedies set forth in this policy shall be exclusive, and unless and until the procedures set forth therein have been availed of and exhausted, all other administrative and judicial procedures shall be barred.

or

c. Shall contribute the same amount as option (b) above to any scholarship fund administered by Hillsdale Community Schools, and provide evidence of same to the Association.

Should a bargaining unit member fail to select one of the three options above, within 30 calendar days notification of the bargaining unit member by the Association of his/her responsibility to do so, the unit member shall be considered to have selected (b) and shall be required to pay the designated Association service fee.

For such unit members, or for members who have selected (b) but have not paid the appropriate fee or authorized payroll deduction for same, upon verification to the employer that such notice has been provided to the bargaining unit member and that 30 calendar days has elapsed since receipt of the notice by the bargaining unit member, employer shall deduct the designated amount of the Association service fee from the bargaining unit member's wages pursuant to Section 7 of the Payment of Wages and Fringe Benefits Act, MCL 408.477, and remit the same to the Association.

Prior to any such involuntary deduction of the Association service fee from the bargaining unit member's wages, the Board shall, upon receipt of request for involuntary deduction provide the bargaining unit member with an opportunity for a hearing to determine if bargaining unit member has been notified and determine if the bargaining unit member has paid the appropriate fee or authorized payroll deduction for the same.

Should such involuntary payroll deduction become legally disallowed, the employer shall, at the written request of the Association, terminate the employment of such bargaining unit member within thirty (30) days of receiving the notification by the Association. The parties agree that the failure of any bargaining unit member to comply with the provisions of this article is just cause for discharge from employment.

2. Due to certain requirements established in recent court decisions, the parties acknowledge that the amount of the fee charged to non-members along with other required information may not be available and transmitted to non-members until mid-school year (December, January, or February). Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the representation fee by non-members shall be activated thirty (30) days following the Association's notification to non-members of the fee for that given school year.
 3. The Association shall indemnify and save the board harmless against any and all claims, suits or other forms of liability which may arise out of or by reason of action taken or not taken by the board in reliance upon information furnished to the board by the association in the course of enforcing this article. Further, the Association agrees to indemnify and save the Hillsdale Community Schools, its Board of Education, the individual members of the Board of Education and individual administrators harmless against any and all claims, demands, costs, suits or claims for attorney fees or other forms of liability as well as all court and/or administrative agency costs that may arise out of or by reason of action taken by the employer or its agents for purposes of complying with or enforcing the provisions of this article. The Association also agrees that neither it nor its affiliates will in any proceeding assert that the defense or indemnity provisions of this article are either unenforceable or void.
 4. This assignment authorizing deduction is subject to change on a yearly basis at the option of the employee. Each teacher may choose one of the following methods of Association dues payment, non-member representation payment or scholarship payment.
 - a. Payment to be deducted from the total salary and the remainder of the salary prorated for the number of pays he/she has chosen (see Article IV, K). The Association will reimburse the Board for all losses caused by prepayment of dues resulting from this provision and will be limited to the prepayment itself.
 - b. Payment to be deducted in equal amounts over the employee's pays.
 5. Nothing in this article shall be interpreted or applied to require employee contributions to political action or other similar funds of the Association or its affiliates. Such deductions shall only be made with written consent of the employee, on file with the board, in accordance with applicable statutory provisions.
- C. The Board shall provide payroll deductions for the following: (1) Credit Union, (2) annuities (limited to current carriers unless three or more members request a new company), and (3) group auto insurance. The group auto shall be only one carrier which is to be decided by the Association.
- D. Each teacher shall have the right upon request to review his/her personnel file. If the teacher is asked to sign material placed in his/her file, such signature shall be understood to indicate his/her awareness of the material but in no instance shall said signature be interpreted to mean agreement with the content of the materials.

A complaint which would prompt or promote disciplinary action made against the teacher by any parent, student, or other person will be promptly called to the attention of the teacher. Any complaint not called to the attention of the teacher may not be used as the basis for any disciplinary action against the teacher. Disciplinary actions shall be defined as including oral reprimand, written reprimand, warning, suspensions (paid or unpaid), discharge.

1. No teacher shall be disciplined without just cause. Any such discipline shall be subject to the grievance procedure. The specific grounds forming the basis for disciplinary action will be made available to the teacher, except probationary teachers as restricted in Article XIII, Section D.
 2. A teacher shall be entitled to have an Association representative present during any disciplinary action when such action will become part of the teacher's personnel file. In the event a disciplinary action is to be taken, the teacher shall be informed of the right of representation under the Agreement prior to action being taken.
 3. Any disciplinary action taken against a teacher shall be appropriate to the behavior that caused the action.
- E. The calendar may include two (2) pre-school days, one half (1/2) day at the end of each semester to be used for record purposes, one (1) day per year for parent-teacher conferences. The spring conference day may be an In-Service Day. High school teachers shall have four (4) nights per year of 5:30 p.m. to 9:00 p.m. for conferences. All other levels will have one (1) afternoon and one (1) evening conference per semester. High school teachers shall have early release on those days that the other levels have afternoon conferences. It is understood that additional one-half (1/2) days may be scheduled if needed to complete parent-teacher conferences within the scheduled student attendance days.
- The Superintendent and the Association Calendar Committee will meet to develop a calendar to present to the Board. Every effort will be made to follow the county calendar. These 2000-2002 calendars will include five (5) teacher non-student workdays, which includes one (1) parent-teacher conference day and 182 student attendance days.
- F. If and when State tenure is eliminated, the Association and the Board will immediately negotiate an orderly system of dismissal which provides for due process.
 - G. Teachers shall have the right to join any teacher organization, but membership in a teacher organization shall not be required as a condition of employment.
 - H. The administration will notify the Association President of openings in the district to give teachers the opportunity to be involved in the hiring of administrators and teachers.

ARTICLE IV

PROFESSIONAL COMPENSATION

- A. Salaries of teachers covered by this Agreement are set forth in Schedule A which is attached hereto (Appendix A) and incorporated in this Agreement. The salary schedule as set forth in said schedule shall remain in effect during the term of this Agreement and as hereinafter set forth. Salary Schedule A is based upon the normal teaching load for the school calendar year.
- B. Saturday School will be staffed by certified personnel. Interested bargaining unit members will be utilized prior to non-bargaining unit personnel with preference given to staff from the specific building assigning Saturday School.
- Compensation is to be paid at a rate of thirty dollars (\$30.00) per clock hour of supervision.
- When Saturday School enrollment exceeds thirty (30) students, additional staff will be employed.
- Compensation for Summer School is to be paid at the rate of twenty dollars (\$20.00) per hour in the 1999-2000 school year, twenty-five dollars (\$25.00) per hour in the 2000-2001 school year, and thirty dollars (\$30.00) per hour in the 2001-2002 school year.
- C. A teacher who is asked by an administrator or agent of the administration and voluntarily agrees to substitute during the teaching day on an hourly basis or fraction thereof shall be paid at the following rate: fifty dollars (\$50.00) per hour. e.g. if a class is 60 minutes, the substitute will be paid \$50.00 and if a class is 1.4 hours, the substitute will be paid \$70.00
- D. A teacher engaged during the school day in negotiating on behalf of the Association with any representative of the Board or participation in any grievance or negotiation shall be released from regular duties without loss of salary. Such teachers are not to be excused from their duties until a qualified substitute can be secured.
- E. Teachers shall receive full teaching credit for all previous certified teaching experience up to five (5) years. More than five (5) years of previous certified teaching experience credit may be granted at the discretion of the superintendent of schools. A teacher will be required to spend one year on Step 10 of the regular salary schedule in the Hillsdale system before being eligible for Step 11. Vocational education teachers may receive up to three (3) years credit for previous non-teaching work experience upon approval by the Superintendent or the designee.
- F. Teachers advancing to a higher educational classification on the salary schedule at the close of the fall semester will be advanced to that classification for the balance of the contract year provided, however, that the teacher submits official evidence of having earned said degree to the Superintendent or his designee on or before the first day of the spring semester.
- G. Reimbursement for additional college credit earned beyond 18 semester hours for professional certification credit requirements shall be at the rate of one hundred sixty dollars (\$160.00) per semester hour or the actual cost of the course whichever is less. Payment will be made one (1) year from presentation of official college grade report indicating successful completion of the course and to be eligible for such payment the teacher must still be actively employed by the Hillsdale Community Schools at that time. Teachers are not eligible for payment for credit earned prior to

their entry into teaching duties in the Hillsdale system. The course must be relevant to the teacher's present teaching assignment or 1) college level course work in the teachers major or minor field of study, 2) college level course work that will lead to an additional teaching major or minor or an additional endorsement on the teacher's certificate, or 3) graduate level course work in the fields of education (administration, adult and community education, curriculum, guidance and counseling). Video and correspondence courses are not covered by this provision unless prior approval has been granted by the Superintendent or the designee.

H. Each tenured teacher shall have the right to accept or reject the assignment of a student teacher. If a teacher shall accept the assignment of a student teacher, that teacher will receive the remuneration from the college placing the student. Those teachers with student teachers shall continue to assume the responsibility for class content. The Board reserves the right to reject student teachers who would be assigned by colleges not in compliance with the law.

I. Insurance

1. Each teacher is eligible to receive during the term of this Master Agreement full family MESSA-Pak Plan insurance coverage as follows: Plan A for employees needing health insurance – Super Care I with no abortion coverage rider; five dollar/ten dollar (\$5.00/\$10.00) prescription copay rider, Delta Dental 100: 75/50/75: \$1,500, \$10,000 Life Insurance with AD&D, VSP-2 Vision Insurance. The Board agrees to pay the premium for said coverage.

Plan B for employees not needing health insurance: Delta Dental 100/50/75: \$1,500, \$15,000 Life Insurance with AD&D, VSP-3 Vision Insurance.
The Board agrees to pay the premium for said coverage.

2. The Board has established a cafeteria plan that allows employees to elect cash in lieu of health insurance (Plan A) and certain other pre-tax options, according to the schedule below:

Number of Teachers Not electing Health Insurance	Options <u>Amount</u>
0 - 13 *Participants	\$ 75.00/month
14 - 16 Participants	\$ 100.00/month
17 - 19 Participants	\$ 125.00/month
20 + Participants	\$ 150.00/month

*Participants – Certified employee (H.E.A. Member) not electing health insurance coverage, must remain participants through full year unless family status changes.

3. Part-time positions will receive the benefits in paragraph 1 and 2 on a pro-rated basis.

J. Members of the K-12 Curriculum Committee whose area is under review for the upcoming year or staff members employed by the district to do work of a professional nature shall be compensated at the rate of \$100 per day or \$15 per hour when the activity is less than a day.

Association members, except probationary teachers whose attendance will be credited toward their initial state certification requirements, attending approved professional development activities outside the school day which are not compensated for in other parts of the contract will be compensated at current sub pay. Meetings attended in connection with conference or conventions are not covered under this provision. The superintendent or designee will decide which pay category applies.

- K. Teachers will be paid in twenty-one or twenty-six pays. Each teacher shall inform the Business Office in writing on or before the start of each school year which payment plan he/she wishes to participate in. Payroll checks will be issued bi-weekly on Fridays to teachers except as elsewhere provided. Teachers should instruct the business office (in writing two weeks in advance) to send this pay to his/her bank for deposit, or to an address specified by the teacher. Teachers may elect to receive all remaining checks with the 21st check if they notify the Business Office in writing of this choice by April 1 of the school year.
- L. Changes in family status shall be reported by the employee to the Business Office within thirty (30) days of such change. The employee shall be responsible for any overpayment of premiums made by the Board in his/her behalf for failure to comply with this paragraph.
- M. The Board agrees to provide the above mentioned benefits programs within the underwriting rules and regulations as set forth by the carrier(s) in the Master Contract held by the policyholder.
- N. To be eligible for the above coverage (or increase in coverage) employees must be able to perform a one day at work requirement with this employer before benefits are effective.
- O. Employees working less than a full contract year shall have benefits terminated on the first day of the month following termination of employment.
- P. Should the employer become obligated by state or federal law to contribute to or participate in a governmentally sponsored insurance program, or provide different health insurance, or pay more toward health insurance for full or part-time employees, the parties shall meet to negotiate over the impact of such changes. Nothing in this Agreement shall be interpreted or implied to require the employer to maintain any employees or their dependents if the insurance programs have been replaced or superseded by federal or state statute or regulation and where the employer would incur any tax penalty or reduced appropriation by virtue of continued participation contractually designated insurance programs. The parties agree that absent penalties the Board will provide identical coverage in some form until completion of negotiations. This section is intended to prevent any lapse in coverage for any bargaining unit member and to ensure that the board does not incur duplicate or double premium expenses or incur penalties. This specific reopener is not intended to preclude opening of negotiations of other areas of this agreement if changes in law necessitate such negotiations.

ARTICLE V

LONGEVITY

After one year at Step 11, teachers who continue to meet certification requirements will receive longevity increments added to their base salary for that year according to the chart below:

Longevity Steps
Years at Step 11

2-5 years	2%
6-10 years	2.5%
11-15 years	3%
16-20 years	3.5%
21-25 years	4%
26-30 years	4.5%
31-35 years	5%

ARTICLE VI

TEACHING HOURS

- A. The Board recognizes teaching as a professional calling and shall not impose unreasonable demands on teachers' time but shall agree that the schedule for the teaching staff shall be maintained at a professional level and shall be consistent with professional status. The student day and teacher workday shall be structured to assure that all state requirements pertaining to days and hours of instruction are satisfied. Any changes in the teachers' hours from one school year to the next shall be agreed upon jointly by the Board and the Association prior to the beginning of the next school year and prior to implementation. This section shall not be construed as limiting the Board's right to unilaterally implement a proposal after impasse is reached in accordance with the public employment relations act. All teachers shall attend meetings called by the Administration as a regular part of their teaching duties unless otherwise excused by the Administration.
- B. Unless restructuring is implemented subject to section A, the elementary school day for teachers will begin at 8:30 a.m. and end at 4:00 p.m. and, the Middle School and High School day for teachers will begin at 7:40 a.m. and end at 3:00 p.m. The parties agree that flexibility must be built into any viable student or teacher schedule. With this principle in mind, adjustments to these guidelines (including starting and stopping times) shall be permitted with mutual agreement between building principal and teacher.

All teachers are free to leave Fridays and days preceding holidays ten (10) minutes after students are dismissed.

A 30-min, duty-free lunch period shall be provided for all teachers in grades 6-12. Elementary classroom teachers (excluding related art teachers, i.e., P.E, Music and Art) shall be provided a 40-minute duty-free lunch period and a 40 minute per day or 200 minutes per week preparation time. Times when elementary students are under the supervision of another certified teacher may be used as preparation time. Related arts teachers shall be provided preparation time in an amount equal to other elementary teachers. Related arts teachers shall be provided a duty free lunch period of no less than 30 minutes per day. To the extent possible, daily preparation time shall be scheduled equally Monday through Friday.

ARTICLE VII

TEACHING LOADS AND ASSIGNMENTS

- A. The Board agrees to a schedule of five teaching periods and one preparation period for teachers in grades 6 through 8. The normal weekly teaching load in the middle school will not exceed twenty-five (25) teaching periods and five unassigned preparation periods. The Board and its agents will keep the number of preparations to a minimum. Exempted from the provisions of 25 (twenty-five) teaching periods and 5 (five) unassigned preparation periods are guidance and library personnel who are considered to be on a six-period day. It is expressly understood and agreed that the aforementioned personnel will take time from the teaching day for professional planning and personal exigencies; however, it is also understood that such absences shall not exceed one (1) class period per day.

The normal teaching day for teachers in grades 9-12 will be three (eighty-five minute) teaching periods, one daily (thirty-minute) duty period and one (fifty-five minute) preparation period. Recognizing that some staff members are assigned to more than one building, the parties agree that in such cases individual schedules may need to be adjusted to accommodate building schedules and program needs. In no case will teachers be assigned a teaching load that exceeds the principles and guidelines set forth in Article VII-A-(Paragraph 1) of the Master Agreement.

The middle school alternative education position shall be exempted from the preparation period and duty free lunch provisions stated in A. However, the parties agree personnel shall be available to provide relief for short personal breaks. The workday for this position shall be forty (40) minutes longer than the normal middle school workday to provide for parent contact.

The sharing of full-time positions with pro-ration of benefits shall be allowed subject to the agreement of the administration, association and teachers involved.

- B. Teachers who will be affected by (1) change in grade assignments in the elementary school grades, or (2) change of subject assignments in the middle or high school grades shall be notified by their principals prior to the end of the school year except under unusual circumstances. Any change made after the end of the school year will be written and forwarded to the affected teacher prior to the finalization of the change. Administrators shall attempt to avoid reassigning teachers following the end of the school year except by mutual agreement.
- C. Since frequent transfers of teachers from one school to another or changes from one subject to another are disturbing to many teachers, the parties agree that involuntary transfers will be minimized. All teachers in the Hillsdale Community Schools are free to request a transfer or change in assignment for personal reasons.
- D. The Administration will make every effort to assign teachers at their request whenever it is possible but will endeavor to maintain a balanced staff in each school. All transfer requests shall be filed or renewed with the superintendent's office each year.

The Board agrees that bargaining unit members who apply for posted positions will be considered for the position prior to the open selection process. The Association understands that such consideration does not preclude the Board from not selecting the bargaining unit member for the position.

- E. A teacher transferred voluntarily or involuntarily because of staff reduction or qualification needs shall be given the opportunity to return to his/her position or similar position when the position opens. This right shall exist for three (3) years from time of transfer.
- F. In determining class size, the physical features and size of classroom shall be taken into consideration.
- G. It is agreed that in K-5, teacher's teams will be assigned a minimum base of two and one-half (2 ½) hours of aide time per teacher per week.
- H. Philosophically, the Board and the Association agree that the ideal class size for elementary education is 20-25, and will continually work toward that goal.
 - 1. For the purpose of computing elementary class size, any student who meets special education requirements (except speech and language impaired students) and is in a classroom the whole day counts as 1 ½ students, except that all students who are classified as SMI, SXI, TMI and all other students determined by the IEPC to be high needs students count as 2 ½ students. Special Education students mainstreamed into regular elementary classroom for at least half (1/2) the regular school day, shall be counted as a full time student. Special Education students mainstreamed into a regular classroom for less than one half (1/2) of a regular school day but more than thirty (30) minutes shall be counted as one half (1/2) a student. The Board will attempt to distribute all such mainstreamed students as equally as possible among teachers within the appropriate building.
 - 2. When a regularly assigned student load (including weighted students) exceeds 25 students in grades K-3 and 27 students in grades 4-5, the Superintendent or designee and H.E.A. President will be notified and one of the following remedies will occur within a maximum of twenty (20) school working days:
 - a. The teacher will receive additional permanently assigned aide time at a minimum of 1 hour per week per student over the specified limit

Or

- b. Students will be assigned to another class.

When a Middle School teacher's student load exceeds 130 (excluding art, music, and physical education classes), the teacher and principal will meet to discuss concerns and explore solutions.

When a teacher's student load in grades 9-12 exceeds eighty-four (excluding art, music, and p.e. classes), the teacher and principal will meet to discuss concerns and explore solutions, provided the teacher is not assigned to more than one building. In case of multiple building assignments, the one hundred thirty pupil/five-period teaching day guidelines shall continue to be applicable.

Duty periods - Duty periods for teachers in grades 9-12 will be assigned according to the following guidelines:

1. Duty will be limited to assignments related to the instruction or supervision of students or other work of a professional nature (i.e. – curriculum development, professional research/writing). No teachers will be assigned outdoor duty on a regular basis without the teacher's consent (i.e. – parking lot supervision, street patrol).
 2. Two quarters will be administratively assigned and two quarters will be departmentally assigned annually. The method of assignment shall be mutually acceptable to the Association and Board.
 3. Any teacher who is dissatisfied with a particular duty assignment may appeal the assignment by meeting with the principal and Association representative to discuss concerns and explore solutions.
 4. Academic labs may be assigned as part of the teaching load or assigned duty periods.
- I. For the purpose of balancing teaching loads at the secondary level, special education students mainstreamed into a regular class shall be counted in the same manner as in Section H-1 above when class counts are reported. Such information shall be considered by secondary counselors and Administrators when balancing classes.
 - J. The parties agree that staff meetings are a necessary part of the efficient operation of the school district. Therefore, to allow teachers adequate time to plan and perform professional and personal responsibilities without undue conflict, it is agreed that teachers will be notified forty-eight (48) hours in advance of a meeting called by the Administration. This clause does not abridge the Administrator's right to call an emergency meeting.
 - K. The parties agree that meetings beyond the normal contractual hours are sometimes necessary. Up to one meeting per month may be called and teachers in attendance at such meeting beyond the normal school day shall be compensated by equivalent minutes of early release time.

ARTICLE VIII

LEAST RESTRICTIVE ENVIRONMENT

A. STATEMENT OF PHILOSOPHY

In order to provide the least restrictive environment (LRE) for handicapped students the district will offer a continuum of services. Whenever it is educationally beneficial to handicapped students they will be placed in regular education classes.

B. LOCAL DISTRICT PLANNING

The Employer shall assure that the Association shall be a participant in any planning process involving the district and its implementation of the least restrictive environment (L.R.E.) for handicapped students, as well as in the formulation and presentation of Employer's position as a part of any such planning activities involving the Intermediate School District.

In cases where plans are completed without initial Association participation and are already in the process of implementation, the Association shall be provided the opportunity to review and recommend modifications.

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

C. IEPC/MET PARTICIPATION

Whenever it is known in advance that a bargaining unit member will be providing instructional or other services to a handicapped student in a regular education classroom setting he/she shall be invited, in writing, to participate in the individual educational planning committee (IEPC) which may initially place (or continue the placement of) the student in a regular education classroom. Unless directed to attend by Employer, the member may choose not to do so.

Whenever a bargaining unit member responsible for instructing a handicapped student has a reason to believe that the student's current individual educational plan (IEP) is not meeting the student's unique needs as required by law, the teacher may request that an IEPC be convened. All such requests will be honored, and the IEPC will be convened forthwith. The requesting teacher shall be invited to attend.

D. IEPC TRAINING/INFORMATION

Training shall be provided for only new staff or experienced staff upon request except as changes in law or regulation make further in-service advisable for all staff.

E. SUPPORT FOR REGULAR EDUCATIONAL PERSONNEL

The parties recognize the extent to which a handicapped student can participate in regular education programs and services and whether such participation can be achieved satisfactorily will depend in large part upon the training and other support provided the regular education personnel responsible for instructing the handicapped student.

Accordingly, the district will take the necessary steps prior to the placement of the student to assure the following:

1. The student's individual educational plan (IEP) specifies and provides for immediate availability of all supplementary aides, support personnel and other related services deemed necessary by the individual educational planning committee (IEPC) to satisfactorily achieve educating the student in the regular education class;
2. Employer has previously provided or agrees to provide forthwith in-service training to the teacher regarding the instruction and behavioral management of handicapped students (except speech and language impaired students) in the regular education classroom setting, including the differing approaches, problems and techniques to be utilized with varying handicapping conditions;

If the teacher has cause to believe that the handicapped student's participation in the regular education class significantly disrupts or has a negative impact on the educational process for the handicapped student or other students in the class, the teacher may invoke the review process outlined in Part 4 of this section.

Review Process

When problems arise as a result of the bargaining unit member's attempt to implement the least restrictive environment mandate, the member will discuss these problems with appropriate personnel at the building level in the interest of resolving them. In the event such problems remain unresolved following discussions at the building level such problems shall be referred to the LRE Review Committee.

LRE Review Process

When a teacher requests a referral to the LRE Review Process, to the extent permitted by state and federal law the following procedure shall be followed:

1. A meeting shall be scheduled between the teacher and the superintendent including a colleague of the teacher if invited by the teacher.
2. If the teacher is unsatisfied after step 1 he/she may request an observer be assigned to the classroom to further help with the assessment of the situation. Effort shall be made to assign an impartial observer.
3. After the observations have taken place the observer, teacher, building principal, superintendent, and a teacher colleague, invited by the teacher, shall meet to appraise the situation.
4. If a solution satisfactory to the teacher is agreed to at step 3 every effort shall be made to implement the solution within the confines of the IEP. If it is necessary to convene another IEPC the teacher may call for IEPC where parties at step 3 may be invited to make recommendations.

F. ACCOUNTABILITY/LIABILITY

In accordance with 34 CFR 300.349, no bargaining unit member shall be held accountable if a handicapped student, while participating in a regular education classroom or otherwise, does not achieve the growth projected in the student's annual goals and objectives.

G. NO RETALIATION

No bargaining unit member will be threatened, disciplined, reprimanded, punished, discharged, or denied any professional advantage, directly or indirectly, by Employer, due in any way to the bargaining unit member having:

1. Filed in a complaint under Part 8 of the Michigan Special Education Rules or with the Office of Civil Rights (OCR), U.S. Department of Education; or
2. Asserted his/her rights or those of a handicapped/non-handicapped student with respect to the provision of the least restrictive environment mandate as provided for in this Article or by law.

F. SCHOOL HEALTH SERVICES

No bargaining unit member shall be required to provide school health services.

For the purposes of this Article, the term "school health services" shall mean any act or function constituting the "practice of medicine" within the meaning of Section 17001 of the Public Health Code (MCL 333.17001).

No bargaining unit member shall be required to provide services that would cause the member to touch or view the genital area of a student.

ARTICLE IX

LEAVES OF ABSENCE

The form for leaves under this Article must be made in writing with the building principal (Appendix C or D).

1. SICK LEAVE

- a. Each teacher shall be granted a maximum of eight (8) days sick leave per year with full pay on account of (a) personal illness or disability of employee, (b) exposure to contagious disease in which the health of his/her students would be impaired by his/her attendance on duty, (c) illness, disability, or death in the family (not to exceed five days except with the approval of the superintendent). Teachers who can anticipate a prolonged disability such as scheduled surgery or pregnancy related disability shall give notice thirty (30) days in advance or as soon as reasonably possible. Application must be made for consideration in any case not covered above for approval. For purposes of this article family is defined as: spouse, parents, parents-in-law, child/step child, and significant other (as defined by teacher and superintendent of schools).
- b. Unused sick leave days shall accumulate until retirement.
- c. Association members as a group may make an irrevocable contribution to a sick day bank to be established and regulated by the Association. Such contributions may not exceed 200 days per year or accumulate more than 600 days. In the event that a person runs out of sick leave, that person may apply to the Association for use of bank days. Any such grant would be on an individual basis and subject to HEA Council policy and approval.
- d. A teacher who is unable to teach because of personal illness or disability and who has exhausted all sick leave available shall be granted a leave of absence without pay for the duration of the illness or disability up to one year. The leave may be renewed each year upon written request by the teacher and approval by the Board.

The Board agrees to continue to provide the health and life insurance benefits provided for by this Agreement for the duration of said leave.

- e. Sick and personal days accumulated from the date of enlistment or draft, shall be held for said employee until his/her return or otherwise held in accordance with other provisions of this Agreement.
- f. The Board reserves the right to require a doctor's certification or other evidence of illness or ability to work after three (3) consecutive days absence.
- g. The Superintendent shall certify the legitimacy of a claim for compensation for absence.
- h. In the event of absence due to injury incurred in the course of a teacher's employment for which the teacher receives compensation under the Michigan Worker's Compensation Act, the teacher shall be paid the difference between the teacher's salary and the benefits received from Worker's Compensation provided that the additional compensation provided hereunder

is valid by law and will not reduce the amount the teacher receives from Worker's Compensation insurance. This difference will be paid for a period of 2 (two) years from the date of injury. After 2 (two) years the teacher shall have the option of using accumulated sick days to make up the difference on a prorated basis.

- i. Any teacher employed by Hillsdale Community Schools for 5 (five) years or more and qualified for Michigan Public School Employees Retirement Fund and who retires from the Hillsdale Community Schools shall, upon retirement (defined as drawing income from MPERS), be paid for his/her accumulated sick days at the rate of thirty-five dollars (\$35.00) per day.

B. MATERNITY/CHILD CARE LEAVE

1. A leave of absence without pay will be granted for up to 1 (one) year for the purpose of maternity/child care.
2. The teacher may continue teaching as long as he/she can maintain regularly assigned responsibilities. If the teacher's performance is affected, the teacher may be required to furnish a physician's statement as to the advisability of continuance.
3. The application for such leave shall be received by the superintendent no later than 30 (thirty) calendar days prior to the effective date of such leave and shall include a statement of the date on which the teacher wishes to commence the leave and the anticipated return from leave.
4. A teacher on leave under the above conditions may request an extension of the leave. The request must be submitted at least sixty (60) days prior to the scheduled termination of the leave.

The teacher shall be returned to employment at the end of the scheduled leave provided the teacher is not subject to layoff. If the teacher wishes to return prior to the scheduled end of leave, return may be granted by the Administration.

5. The teacher adopting a child shall receive a similar leave which shall commence upon the placement of the child.
6. Salary schedule credit of 1 (one) year shall not be given for leaves in excess of 90 (ninety) days under this section. Salary schedule credit of 1 (one) year shall be given for leaves of 90 (ninety) days or less.
7. Should any court declare the maternity/child care leave proposition of this contract invalid or in violation of State or Federal law, then such provision of this contract as well as the sick leave propositions shall be renegotiated.

C. PERSONAL LEAVE

Each person will be granted four (4) days of personal leave a year with no questions asked, with the arrangements of said personal leave to be made in advance with the principal. These days can accumulate to five (5) days. The current year's allotment may be used without affecting the accumulation. Personal leave utilization is subject to the following restrictions:

1. All personal leaves are subject to the availability of substitute teachers.
2. No more than 15% of the bargaining unit can be absent unless otherwise restricted per subsection 3.
3. On days adjacent to holidays and vacations (vacations shall not include summer vacation) no more than 10% of the bargaining unit can be absent.
4. Teachers must provide no less than a five (5) days prior notice of intent to use personal leave except in cases of unforeseen emergencies.
5. Unused personal days beyond yearly allowable accumulation will transfer to sick leave each year.

D. BEREAVEMENT LEAVE

Each teacher will be provided with one (1) bereavement day per death in the family. For purposes of this article family is defined as: spouse, parents, parents-in-law, child/step child and significant other (as defined by the teacher and superintendent of schools).

E. JURY DUTY

The teacher "called" for jury duty or "subpoenaed" to give testimony for any judicial or administrative tribunal shall be compensated for the difference between the teaching pay and the pay received for the performance of such obligations.

F. SABBATICAL LEAVE

1. Teachers who have been employed for seven (7) years in the system may be granted a sabbatical leave for professional improvement for up to one (1) year. It is agreed that professional improvement includes, but is not limited to, attending a college, university or other educational institution or travel which will improve the teacher's ability to teach.
2. Any teacher on sabbatical leave shall receive a salary equal to one-half (1/2) of the contracted amount he/she would have received had he/she remained. Such salary will be on the regular pay periods during the leave. Sabbatical leaves granted under Section 1525 of the School Code shall be exempted from this provision.
3. Teachers on sabbatical leave shall be allowed credit toward retirement for time spent on such leave in accordance with the rules and regulations established by the Michigan Public School Employees Retirement Board.
4. A teacher returning from sabbatical leave shall be restored to a teaching position for which he/she is qualified and certified.

Increments shall be added as if the teacher had been teaching in the school district during the time of sabbatical leave. The teacher granted leave shall retain accumulated sick leave time, tenure and upon paying the cost shall retain health and life insurance benefits of the group subject to rules of the carrier.

5. The teacher agrees to return for three (3) years or repay the amount received for sabbatical leave on a three year pro-rated basis. This condition does not apply in case of death, during a disability which precludes performance or contractual duties, or during a non-disciplinary layoff.
6. There will be no reimbursement for college credits taken during a sabbatical leave.
7. A sabbatical leave request must be initiated by a Sabbatical Leave Request application available at the business office. See Appendix D.

F. OTHER LEAVES OF ABSENCE WITH PAY

1. A leave of absence with pay may be granted upon recommendation of the principal and Superintendent to the Board for the following reasons: (1) approved travel, not to exceed one week, that is related to teaching assignments; (2) short term university study, not to exceed two weeks, that is related to teaching assignments; (3) military reserve training duty, not to exceed two weeks.
2. An immediate short term leave of absence with pay may be approved by the Superintendent to investigate sensitive situations.

G. LEAVES OF ABSENCE WITHOUT PAY

Leaves of absence without pay may be granted upon the recommendation of the Superintendent to the Board for a period not to exceed one year for the following reasons: (1) the conditions at home require the teacher to remain at home; (2) self-improvement, including graduate study; (3) personal illness on advice of physician; (4) serious health condition of self, spouse, parent and/or child or other leaves covered by the Family Medical Leave Act; (5) travel which is consistent with educational growth of the teacher in his/her field.

NOTE: Teachers shall not receive credit on the salary schedule for the year's leave of absence.

Leave of absence without pay shall be granted to any teacher who shall be inducted or shall enlist in military duty in any branch of the Armed Forces of the United States. Teachers who are drafted or enlist in lieu of the draft shall receive credit for increments, personal days, and sick days to a maximum of two years.

H. CONFERENCE OR IN-SERVICE MEETINGS

Attendance at conferences or in-service meetings will be allowed upon approval of the Superintendent or his/her designee. The Board agrees to reimburse reasonable, actual expenses to a maximum of \$250 (two hundred fifty) per approved conference.

- I. Teachers may participate in the Teacher's Exchange Program.
- J. The District agrees to notify in writing each person to whom a leave is granted stating the terms, conditions and duration of the leave.

K. ABUSES

If it is believed that any teacher has abused leave privileges, the Superintendent or his/her designee shall immediately conduct an investigation, and if the belief is well founded, the teacher shall be charged with a per diem rate. This belief shall be transmitted to the Association.

- L. A leave of absence without pay shall be granted on application for the purpose of serving as an officer of the Michigan Education Association or the National Education Association.

ARTICLE X

CONTRACTUAL RELATIONS

- A. Notices of faculty vacancies, including supervisory positions, shall be posted in each building, except in the summer when 1 (one) copy will be posted in the central office and 6 (six) copies sent to the president of the Association.
- B. The Association has the right to audit individual contracts in its bargaining unit.
- C. The Association and the Board will share the cost of printing and assembling the contract.
- D. At the beginning of every school year, the Association shall be credited with 5 (five) days to be used by teachers who are officers or agents of the Association. If any additional days are used, the Association will reimburse the school district the amount of the teacher's per diem salary; payment within 30 (thirty) days. The Association agrees to notify the superintendent no less than forty-eight (48) hours in advance of such leave.
- E. Recognizing the need for good communications between the Board, Administration, and Association, designated representatives will hold monthly meetings to discuss items of concern to either party. Special meetings may be called by either party if the need arises. Meetings may be cancelled by mutual agreement.

Designated representatives shall include one A.R. from each building, the principal from each building, the Superintendent, one teacher negotiator, the Board president, and the Association president.

The group shall be co-chaired by the Superintendent and the teacher negotiator.

ARTICLE XI
GRIEVANCE PROCEDURE

- A. A grievance is defined as an alleged violation of the expressed terms and conditions of any provision of this Agreement. It is agreed and understood that should a difference arise between the Board and any of its employees as to the application of the provisions of this Agreement, there shall be no stoppage or suspension of work because of such grievance. Such grievance shall be submitted in the following grievance and arbitration procedure.
1. An individual employee may present a grievance to the Board or its designated representative. The employee shall be permitted in the assistance of the Association in processing the grievance should he/she so choose. However, he/she is under no obligation to utilize the Association for this purpose and may process his/her grievance individually as long as any adjustment is not inconsistent with the terms of this Agreement.
 2. A grievance may be initiated by the Association.
- B. Step One. Within ten (10) school working days after an alleged violation arises or the grievant becomes aware of the occurrence and before the written grievance procedure as outlined in Step Two is initiated:
1. An employee will present the grievance orally to his/her principal.
 2. Within two (2) school working days after the presentation of the oral grievance, the principal shall give his/her answer orally to the employee.
- C. Step Two. If the grievance is not resolved in Step One, the employee may submit a formal grievance to his/her principal. The formal grievance will be a signed, written statement (See Appendix E for grievance form).
1. It shall contain:
 - a. The name of the employee involved.
 - b. The facts giving rise to the grievance.
 - c. All provisions of this Agreement, by appropriate reference, alleged to be violated.
 - d. The contention of the employee and of the Association involved with respect to these provisions.
 - e. The relief requested.
 - f. The signature of the employee or the Association president.
 2. A formal grievance must be filed no later than ten (10) school working days from the date of the principal's oral reply. Copies of the formal grievance shall be sent to the Principal, the Superintendent, the Board, and the Association.

3. Within five (5) school working days of receipt of the grievance, the Principal shall meet with the grievant and/or the Association Representative in an effort to resolve the grievance.
 4. The Principal shall indicate his/her disposition of the grievance in writing within five (5) school working days of such meeting and shall furnish a copy thereof to the grievant.
- D. Step Three. If the grievant is not satisfied in Step Two, or if no disposition is made within the time limits set forth in Step Two,
1. The grievance shall be submitted to the Superintendent within five (5) school working days of the step two Principal's disposition or within ten (10) school working days of the step two meeting.
 2. Within five (5) school working days of appeal of the grievance, the Superintendent or his/her designee shall meet with the grievant and/or the Association Representative in an effort to resolve the grievance.
 3. Within five (5) working days of such meeting the Superintendent shall indicate his/her disposition of the grievance in writing to the grievant.
- E. Step Four. If the grievant is not satisfied in Step Three, or if no disposition is made in time within the time limits set forth in Step Three,
1. The grievance shall be submitted to the Board within five (5) school working days of the step three Superintendent's disposition or ten (10) school working days of the step three meeting.
 2. The Board, no later than its next regular meeting or within two (2) calendar weeks shall meet with the grievant, and/or the Association Representative in an effort to resolve the grievance.
 3. Within seven (7) calendar days of such meeting, the Board shall indicate its disposition of the grievance in writing.
- F. Step Five. If the Association is not satisfied with Step Four, the Association will have the right to appeal the dispute by demanding arbitration. The party first demanding arbitration shall give a five (5) school working day notice in writing to the other party of its desire to arbitrate. If the parties cannot agree as to the arbitrator within ten (10) school working days from the notification date, either party shall have the right to appeal the dispute to an impartial arbitrator under and in accordance with the rules of the American Arbitration Association. The appeal to the American Arbitration Association shall be taken within five (5) school working days of the date of notification that the parties cannot agree on an arbitrator.
- The decision of the Arbitrator shall be binding upon both parties. In making this decision, the Arbitrator shall have no power to add to, subtract from, or disregard the terms of the Agreement. The cost of the arbitration shall be borne equally by both parties.
- G. Neither party shall be allowed to advance at the Arbitration any argument not previously advanced in the grievance procedure.
- H. Any grievance not advanced to the next step by the grievant within the time limit as set forth herein shall be deemed abandoned. Should the Association not abide by the time limits set forth in the grievance procedure, the grievance shall be conceded and the Board's position shall stand. Should

the Board, or its agents, not abide by the time limits set forth in the grievance procedure, the grievance shall be advanced to the next level.

- I. The time limits provided in this Article shall be strictly observed, but may be extended by written agreement of the parties.
- J. In an Association grievance (not involving an individual employee) involving only the Superintendent and the Board, Step Two may be omitted. In such case, Step One would be initiated with the Superintendent and all other provisions of the procedure shall apply.
- K. In the event that a grievance filed by a bargaining unit member or the Association is of such a nature that resolution is imperative or the grievance is of such a nature that a resolution could not be achieved by following the normal procedures, the parties may by mutual consent send the grievance directly to binding arbitration.
- L. For purposes of this article, the term "school working day" shall be defined as days when school is in session during the academic year and days when the central office is open for business during the summer months between academic years.

ARTICLE XII

WEATHER

- A. The Board and Association agree that when conditions are not within the control of school authorities interrupt school, teachers will not be required to report to their buildings.
- B. Where days of instruction are not held because of conditions not within the control of school authorities, those days will be made up in accordance with state regulations. When school is delayed because of conditions not within the control of school authorities, the lost time may be rescheduled if it is necessary to do so for the district to receive full state aid.
- C. Teachers shall report for up to ten (10) such rescheduled days without receiving any additional compensation. For days in excess of ten (10), each teacher shall receive an appropriate per diem rate.
- D. Make-up days will normally be scheduled as follows:
 - 1. Up to two (2) days will be scheduled during the Christmas break for regular days that may have been canceled between the beginning of the school year and the second Friday in December.
 - 2. Additional days will be scheduled as necessary after the normal school year to make up for regular school days that may have been canceled between Monday after the second Friday in December and the normal end of the school year. Said days will be rescheduled as follows:

The first additional day may be scheduled for the Friday following spring parent-teacher conferences. Additional days will be scheduled as consecutive days following the last scheduled day of student instruction. The first scheduled snow day will replace any records day scheduled for the day following the last student day. It is understood that the loss of this record day will not relieve teachers of their responsibility to complete the records and any other year-end duties before check out. Any days other than the record day rescheduled will count towards the total of ten (10) make-up days agreed in Section C above.
- E. In the event teachers are called in accordance with the calendar and it is determined by 10:00 a.m. that particular day will not qualify for state aid purposes, then teachers will be excused and be paid \$20 (twenty) for call-in and the calendar may thereafter be modified by the Board.
- F. To the extent that any other provision of the collective bargaining agreement such as the school closing provision, school calendar or the like shall be inconsistent with the foregoing, such provisions shall be null and void as to the extend of the inconsistency.

ARTICLE XIII

TEACHER EVALUATION

PROBATIONARY TEACHERS

- A. Probationary teachers will be evaluated at least twice a year.
- B. If a probationary teacher is to be denied tenure because of inadequacies observed in the teacher's professional work students or non-compliance with the Individualized Development Plan, such action must be minimally preceded by:
 - 1. Repeated observations of the inadequacies.
 - 2. Clear direction to the teacher of what the inadequacies are, what improvements are expected, and the consequences for failing to do so.
 - 3. Opportunity and time to implement suggestions or recommendations for improvement.
 - 4. Provision for administrative assistance and support to aid the teacher's improvement.
- C. A probationary teacher's building administrator shall provide the probationary teacher with an Individualized Development Plan (IDP) containing: instructional and performance goals; plans for professional relevant to the probationary teacher's growth and performance. The probationary teacher shall be consulted in the formulation of the IDP and shall sign a statement on the IDP attesting to the involvement and acknowledging receipt of the IDP. As a condition of continued employment, each probationary teacher subject to the professional development requirements within the time provided by statute. The Board shall not be obligated to compensate the teacher for either the time connected with completion of these requirements or for other associated costs such as enrollment, course and/or registration fees.
 - 1. If a probationary teacher receives an overall evaluation rating of "unsatisfactory," his/her IDP will be reviewed and, if necessary, amended with the objective of performance remediation. The probationary teacher shall be jointly consulted in any amendment or modification of the IDP and shall sign a statement attesting to that involvement and acknowledging receipt of the modified IDP. The IDP will contain performance of the forms of assistance to be provided by the Administration or other services. The evaluating administrator and probationary teacher shall be jointly responsible for implementing the IDP. The IDP shall specify a time interval for desired performance remediation, not to exceed the balance of the school year or one (1) semester, whichever interval is greater.
- D. All dismissals, non-renewals of probationary teacher contracts or failure to reappoint to schedule B duties shall be handled in accordance with the Michigan Tenure Act as amended and shall not be subject to the grievance procedure as hereinafter set forth.
- E. Any evaluation that indicated a continuing problem will require an individualized development plan. Such an individualized development plan could include direct administrative involvement in the classroom.

TENURED TEACHERS

- F. All tenured teachers will be evaluated formally at least once every three years. Tenure teachers will be notified by September 30 of the year they are to be evaluated as part of the regular evaluation cycle. Additional evaluations may be conducted from time to time when deemed necessary by the Administrator. At least once annually each teacher and principal will meet to discuss goals and concerns. See teacher handbook for evaluation procedures and practices.
- G. If a tenure teacher receives an overall rating of “unsatisfactory” he/she shall be placed on an Individualized Development Plan (IDP) with the objective of performance of remediation. The tenure teacher shall be consulted in the formulation of the IDP and shall sign a statement on the IDP attesting to that involvement and acknowledging receipt of the IDP.
- H. If a teacher on continuing tenure is in danger of being dismissed or demoted for incompetence, the procedure in Section B of this Article will apply.

PROCESS

- I. See teacher handbook for evaluation procedures and practices based in Enhancing Professional Performances. See Appendix G for the evaluation form.
- J. An evaluation calendar shall be included in the Professional Staff Handbook. See Appendix F for detailed Flow Chart.
- K. If a teacher requests that his/her response to the evaluation be included as a part of the “Teacher Evaluation and Progress Report” (Appendix H), it shall be so included.

ARTICLE XIV

INSTRUCTIONAL PROCEDURES

- A. All proposed curriculum changes shall be reviewed in the appropriate curriculum committee which will present a recommendation with rationale to the Curriculum Coordination Council made up of faculty chairs of the curriculum committees and personnel. Those recommendations that are approved by the Coordinating Council shall be submitted to the Board for consideration and action provided that nothing contained in this paragraph shall change the Board's inherent rights to institute curriculum changes.
- B. The Board agrees that prior to intensive study by a curriculum committee some indication of the amount of money available for implementation will be made.
- C. The Superintendent, superintendent's designee or the Association may request additional summer employment for the Association members to work on curriculum under the same stipulations as in Article IV-J.
- D. A school improvement team will exist in every building. Membership on each team is open to any interested person. Membership on each team shall minimally include those representatives prescribed by law.

All building level school improvement plans will be presented to the Communication Committee. Any plan that affects wages, hours, and/or terms and conditions of employment will be presented to the H.E.A. Executive Board before implementation.

There will be a district-wide school improvement Coordinating Committee (LSIP) whose function is to coordinate district school improvement plans.

ARTICLE XV

NEGOTIATION PROCEDURES

- A. When either party recognizes a concern that is addressed by or affects the terms of the contract, it will be brought to the attention of the appropriate parties. In the event the provisions contained in this Agreement are open for negotiations as provided in other sections of this Agreement, the parties will promptly negotiate for the purpose of reaching an agreement upon such provisions.

- B. In any negotiations described in this Agreement, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board and a majority of the membership of the Association. The parties mutually pledge that representatives selected by each shall have the necessary power and authority to make concessions in the course of negotiations and bargaining subject only to ultimate ratification.

- C. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation process with the Michigan Employment Relations Commission in conformance with State Law.

ARTICLE XVI

SAVINGS CLAUSE

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

ARTICLE XVII

LAY-OFF AND RECALL

- A. The Association recognizes the right of the Board to determine when a reduction in personnel is necessary.
- B. Before official action on a layoff or reduction of teachers is taken by the Board, it will give notice to the Association of the contemplated reduction and afford the Association opportunity to discuss it with the Superintendent. As soon as the names of the teachers to be laid off are known, a list of such persons shall be provided to the Association.
- C. In the event of a necessary reduction in staff, such reduction shall be based upon seniority, certification, and qualification.
 - 1. For the purposes of this Agreement, seniority shall be defined as the amount of time continuously employed by the district.
 - 2. Certification shall be defined as holding a valid teaching certificate issued by the State of Michigan.
 - 3. For the purposes of layoff and recall, qualification shall be defined as:
 - a. The elementary level (K-6) as those teachers holding elementary certification only, except in areas of art, music, physical education, special education, library and counseling, where special endorsement will be required.
 - b. In grades 7 and 8, "qualified" shall mean a teacher shall teach in their major or minor field of study with either elementary or secondary certification or prior teaching experience within the district except in areas of art, music, physical education, special education, library and counseling where special endorsement or majors and minors as appropriate will be required.
 - c. In grades 9-12, qualified shall mean teachers with secondary certification and who possess the appropriate majors and/or minors.
 - d. Qualified shall also mean those specific qualifications more stringent than the above a through c, if required to maintain North Central Accreditation. If the Board implements the changes necessary to achieve North Central Accreditation a grades seven (7) and eight (8), this provision shall also apply at that level.
- D. The Superintendent shall provide the Association with a current seniority list in November of each year and shall post said list in each of the buildings.
 - 1. The initial seniority list established by the Superintendent shall be subject to discussion and/or correction for sixty (60) calendar days after delivery to the Association. Any modifications shall be instituted during this sixty (60) calendar day period. At the conclusion of the sixty (60) calendar days, the resultant seniority list shall be the official seniority list. The Association and the Superintendent shall thereby waive the right to retroactively change the status of any individual teacher's seniority.

2. The seniority list shall include the teacher's date of hire and any adjustments in that date necessary for ranking purposes.
 3. Date of hire shall be computed from the date and time or order in which the teacher's contract was approved by the Board. If the time or order of approval is not known and a tie results, all individuals so affected will participate in a drawing to determine placement on the seniority list. The drawing shall be conducted openly and at a time and place that will reasonably allow affected bargaining unit members and Association representatives to be in attendance.
 4. Any employee who has resigned or has been terminated shall forfeit all previously accumulated seniority.
 5. Part-time employment will accumulate seniority at a full-time rate.
 6. Probationary teachers shall not have seniority, however, upon requiring tenure, seniority shall be counted retroactively to the last day of hire.
 7. "Seniority" will be credited to administrators only for the years of classroom teaching within Hillsdale Community Schools.
- E. The Board shall lay off last those bargaining unit members with a valid Michigan teaching certificate having the greatest seniority in the district and who are certified and qualified for the remaining positions. The Board shall give thirty (30) days written notice of layoff to the teacher with a copy to the Association. Layoffs will occur as follows:
1. Probationary teachers will be laid off first unless no tenure teacher is certified and qualified to fill a probationary teacher's position.
 2. Tenure teachers will be laid off next on the basis of seniority, certification and qualifications.
- F. Recall shall be in inverse order of layoff provided the teacher is certified and qualified to fill a vacant position.
1. The Board shall provide written notice of recall by registered or certified mail at the teacher's last known address.
 2. It shall be the teacher's responsibility to notify the Board of any change of address.
 3. The recalled teacher shall respond in writing to the Administration within ten (10) calendar days of receipt of the recall notice unless an extension is granted by the Board. Failure to respond within the above time limits shall be deemed as conclusive evidence of resignation.
- G. It is expressly understood that the Association shall have the right to review the reduction list prior to the notification of the individuals.

ARTICLE XVIII

RETIREMENT

Teachers who have at least five (5) years of service in the Hillsdale Community School System will be eligible for Board contributions for purchase of universal retirement service under Public Act 194 of 1989 as follows:

Teachers who elect to retire under the rules of the Michigan Public Schools Employees Retirement System and submit their voluntary and irrevocable resignation will be eligible for board purchase of up to 2 (two) years of universal retirement credit, the number of years to service credit being that necessary for the teacher to have no more than thirty (30) years of service as determined by the Michigan Public School Employee Retirement System. Teachers who resign without retiring under MPSERS rules are ineligible for board purchase of universal service credit under this section.

Teachers eligible for this provision will give notice of their retirement sixty (60) days prior to the effective date of resignation/retirement. In exceptional circumstances the sixty (60) day notice requirement may be waived with approval of the Superintendent.

Any qualifying teacher retiring after the start of the 1995-96 school year shall have no options other than the Board's direct payment to the Michigan Public Schools Employees Retirement System for the credit purchased. The parties understand this payment to be "picked up" by the employer subject to the IRS rules. Further the parties agree that in the event of a different tax ruling this provision shall be subject to further negotiation. The parties also agree that this provision prohibits retirees prior to the 1995-96 school year from claiming any alteration in their credit purchase.

ARTICLE XIX

MENTOR TEACHER

- A. A mentor Teacher shall be defined as a Master Teacher as identified in Section 1526 of the School Code and shall perform the duties of a Master Teacher as specified in the code.
- B. Each bargaining unit member in his/her first three (3) years in the classroom shall be assigned a Mentor Teacher by the Administration with the approval of the Association. The Mentor Teacher shall be available to provide professional support, instruction, and guidance. The purpose of the mentor assignment is to provide a peer who can offer assistance, resources and information in a non-threatening collegial fashion.
- C. A Mentor Teacher shall be assigned in accordance with the following:
 - 1. The Mentor Teacher shall be a tenured member of the bargaining unit unless a qualified bargaining unit member is unavailable.
 - 2. Participation as a Mentor teacher shall be voluntary.
 - 3. The District shall notify the Association of those members requiring a mentor assignment.
 - 4. The Administration will notify the Association when mentor teacher assignments have been finalized.
 - 5. Every effort will be made to match Mentor Teachers and Mentees who work in the same building and have the same area of certification.
 - 6. The Mentor Teacher assignment shall be for one (1) year subject to review by Mentor Teacher and Mentee after four (4) months. The appointment may be renewed in succeeding years.
- D. Because the purpose of the mentor/mentee match is to acclimate the bargaining unit member and to provide necessary assistance toward the end of quality instruction, the Board and Association agree the relationship shall not, in any fashion, be a matter included in the evaluation of the Mentor Teacher and Mentee.
- E. Upon request, the Administration may make available reasonable release time so the Mentor Teacher may work with the Mentee in his/her assignment during the regular work day. Where possible the Mentor Teacher and Mentee shall be assigned common preparation time.
- F. A Mentor Teacher while assigned will be paid \$200 (two hundred) per year.

ARTICLE XX

PUBLIC SCHOOL ACADEMIES

A. NOTICE TO ASSOCIATION

The District will provide immediate notice to the Association of any contact, correspondence, or inquiry regarding a public school academy application made to the district, or an application to an ISD, community college, or public university of which it has knowledge.

B. INFORMATION AND CONSULTATION

The District agrees to furnish the Association with all available information concerning an application to authorize a public school academy, including, but not limited to: the identification of the applicants, the proposed members of the academy's board of directors, the proposed articles of incorporation, the purposes of the academy, its proposed bylaws/governance structure, educational goals, curriculum, admissions, policies/criteria, calendar and school day schedule, staff responsibilities, and all other relevant information. The District further agrees to meet with the Association representatives to discuss, clarify, or supplement the information provided to the Association. Where appropriate, the applicant seeking authorization shall be included in these discussions.

ARTICLE XXI

DURATION OF AGREEMENT

This agreement shall commence on the Fifteenth day of August, 1999, and shall remain in full force and effect until the Fourteenth day of August, 2002, and shall continue thereafter in full force and effect from year to year unless written notice of desire to change or terminate this Agreement is given not less than 60 days prior to the termination date herein-before set forth.

IN WITNESS THEREOF, the parties hereto have set their hands this 28 July day of, July 2000.

BOARD OF EDUCATION

By William Smith
President

4-C UNIFIED BARGAINING ASSOCIATION/MEA-NEA

By Cynthia Moore
President

By Calvin Hawes
Uniserv Director

By Penny Dauster
President, H.E.A.

Bargaining Team Members for the HEA

Penny Dauster
Mary Hamaty
Cal Hawes
Pat Henry
Judy Vance

Bargaining Team Members for the Board

Don Bonato
Margo Hubbell
Jill Pavka
Scott Siakel
Bill Smith

HILLSDALE SALARY SCHEDULE A FOR 1999-2000

APPENDIX A

	<u>BA</u>	<u>BA+20</u>	<u>MA</u>	<u>MA+15</u>
1	27589	28746	29231	29855
2	29701	30831	31727	32405
3	31813	32914	34225	34962
4	33923	35000	36719	37513
5	36036	37086	39216	40065
6	38147	39171	41711	42617
7	40257	41257	44206	45170
8	42370	43340	46701	47720
9	44481	45427	49198	50274
10	46593	47512	51694	52826
11	49168	50064	54707	55901

HILLSDALE SALARY SCHEDULE A FOR 2000-2001

	<u>BA</u>	<u>BA+20</u>	<u>MA</u>	<u>MA+15</u>
1	28417	29608	30108	30751
2	30592	31756	32679	33377
3	32767	33901	35252	36011
4	34941	36050	37821	38638
5	37117	38199	40392	41267
6	39291	40346	42962	43896
7	41465	42495	45532	46525
8	43641	44640	48102	49152
9	45815	46790	50674	51782
10	47991	48937	53245	54411
11	50643	51566	56348	57578

HILLSDALE SALARY SCHEDULE A FOR 2001-2002

	<u>BA</u>	<u>BA+20</u>	<u>MA</u>	<u>MA+15</u>
1	29270	30496	31011	31674
2	31510	32709	33659	34378
3	33750	34918	36310	37091
4	35989	37132	38956	39797
5	38231	39345	41604	42505
6	40470	41556	44251	45212
7	42709	43770	46898	47921
8	44950	45979	49545	50627
9	47189	48194	52194	53335
10	49431	50405	54842	56043
11	52162	53113	58038	59305

HILLSDALE COMMUNITY SCHOOLS
Hillsdale, Michigan

“SCHEDULE B”

Computed on BA Salaries, Steps 1-10

	<u>Percentage</u>
Football – Head Coach	13.6
Assistants	8.5
Middle School	6.0
Basketball – Head Coaches	13.6
Assistants	8.5
Middle School	6.0
Middle School Assistants	2.0
6 th Grade Intramural	4.0
Track – Head Coaches	9.0
Assistants	6.0
Middle School	6.0
Middle School Assistants	2.0
Cross Country – Head Coaches	9.0
Assistants	6.0
Gymnastics	9.0
Middle School	3.0
Wrestling – High School	12.0
JV Wrestling	7.0
Middle School	6.0
Baseball – Varsity	9.0
J.V. Baseball	6.0
Golf – Head Coaches	8.0
Softball – Head Coach	9.0
J.V. Softball	6.0
Tennis - Head Coaches	9.0
Assistants	4.0
Volleyball – Head Coach	9.0
Assistant	6.0
Middle School Volleyball	6.0

Middle School Assistants	2.0
Cheerleaders – High School (per sport season)	5.0
Middle School	5.0
Weight Training Coordinator	2.0
Music – Band	12.6
Orchestra	8.0
Vocal Director	8.0
Elem. Musicals and Cantatas	2.5
Science Olympiad	3.0
National Honor Society	3.0
Future Problem Solving	3.0
Quiz Bowl	3.0
Middle School F.P.S.	1.0
Paper – High School	6.0
Paper – Assistant	2.5
Plays – High School	6.8
Plays – Assistant	2.6
Yearbook – High School	6.0
Advisor – Senior	5.0
Junior	5.0
Sophomore	3.0
Freshman	3.0
Service Squad	1.0
Safety Patrol	1.0
Curriculum Committee Chairs (total for both years of review process)	1.0
Middle School Quiz Bowl (each grade)	1.0
Elementary Quiz Bowl	1.0
Literary Magazine	2.0
Spanish Club	\$225
French Club	\$225
Peer Listening	\$225
SADD	\$225
Youth in Government	\$125
Other Employment	\$15/hr.
Middle School Spanish Club	\$125
Pep Band	\$225

SCHEDULE B EXPERIENCE PAY POLICY

Experience pay for Schedule B shall be credited on the following basis:

A person will advance one (1) step for each year of experience for any job within the same type of Schedule B activity within the Hillsdale Community School system.

Class advisors will receive full credit for all class advisor duties.

Any Non-Head coach in the Hillsdale Community Schools promoted to a Head Coach will begin at step 1 except as follows:

A "Head Coach" or a "head of any activity" shall be granted experience only in that activity or sport.

The H.E.A. strongly supports the hiring of staff personnel for all Schedule B positions. Qualified staff people will be given hiring preference over outside people.

Any splits in Schedule B salaries will be paid to each receiving individual's social security number.

HILLSDALE COMMUNITY SCHOOLS

LEAVE REQUEST

Name _____ Date of Request _____

Dates of Absence _____

Type of Leave:

- Sick Leave
- Maternity/Child Care
- Personal Leave:
- Family Leave Act
- Jury Duty
- Conference
- Other Leave with Pay*
- Other Leave without Pay*
- Leave beyond limitations of contract – no pay
(state reason below)*
- Bereavement Leave

Comments:

Signed _____
Teacher

Signed _____
Principal

*Requires Superintendent's Approval.

Signed _____
Superintendent

Appendix D
Reviewed 8/94

HILLSDALE COMMUNITY SCHOOLS

SABBATICAL LEAVE REQUEST

Name _____ Date of Request _____

Date of Leave: Beginning _____ Ending _____

Current Teaching Area _____

Purpose of Leave:

Educational Experience Planned (Specify dates, place)

Signed _____
Teacher

Signed _____
Superintendent

Date _____

Date _____

BOARD APPROVED: Date _____

Signed _____
President

Appendix E
Reviewed 8/94

HILLSDALE COMMUNITY SCHOOLS
Hillsdale, Michigan

STATEMENT OF GRIEVANCE

STEP ONE (Oral with building principal)

STEP TWO (Submitted to the principal)

Name _____ Building _____ Date _____

Facts giving rise to the grievance: _____

Provisions of Agreement alleged to be violated by appropriate reference: _____

Contention of the employee and/or Association involved with respect to these provisions: _____

Relief requested: _____

Signature _____

Employee and/or HEA President

NOTE: Original copy to proceed through each step.

Date of Action being grieved: _____

STEP TWO

Building Principal's Response: _____

Date Principal received Statement of Grievance _____

Date Principal Responded _____

Principal's Signature _____

STEP THREE (Submit to Superintendent)

Superintendent's Response: _____

Date Superintendent Received Statement of Grievance _____

Date Superintendent Responded _____

Superintendent's Signature _____

STEP FOUR (Submit to Board)

Board's Response: _____

Date Board Received Statement of Grievance _____

Date Board Responded _____

Board President's Signature _____

Appendix F

Hillsdale Community Schools

DETAILED FLOW CHART OF TEACHER EVALUATION

(Based on the Michigan Teacher Tenure Act)

By September 30

District and Building orientation including evaluation criteria.

Observations: New teachers priority.

Enter comments on Classroom Observation Record.

Conferences on Observation (within 3 days of observation, unless mutually agreed upon.)

By October 31

Describe observation of new teacher(s) or other teachers appendix G Teachers Evaluation Report Form (check "progress report" on form.) Forward to Superintendent (written response)

November/December

Observations. Enter comments on appendix G Teachers Evaluation Report Form. Conference on observation within 3 days of observation, unless mutually agreed upon.

By January 31

Teachers Evaluation Report Form to teacher(s) of questionable teaching performance. (Check progress report and forward to Superintendent)

Superintendents report relative to questionable teacher(s) and plans for improvement.

By February 28

Review all file materials on all Teachers.

Observations and enter information on appendix G Teachers Evaluation Report Form. Conferences on observations within 3 days of observation unless mutually agreed upon.

Conference with teacher(s) whose work has been unsatisfactory. Specify on appendix G Teachers Evaluation Report Form the areas where improvement should be made, and plans developed for improvement. (Forward to Superintendent)

Appendix F

By Thursday before 1st
Board Meeting in March

Rate each teacher being evaluated according to
“criteria of effective teaching” on appendix G
Teachers Evaluation Report Form and forward
copies to Superintendent. (check annual report).

Complete Professional Staff Recommendation List.
Forward to Superintendent.

By April 1st

Notify teachers of reappointment by letter at school.

Notify any teacher in person of discontinuance of
service by registered letter to home.

May

Notify any teacher(s) or areas of instruction to be
improved during the next school year. Include an
individual development plan with the Teachers
Evaluation Report Form. Forward a copy to the
Superintendent.

September

Re-cycle through Flow Chart

Appendix G

Hillsdale Community Schools
Teacher Evaluation Form

Teacher: _____ Evaluator: _____

Tenured Probationary 1st yr. 2nd yr. 3rd yr. 4th yr.

Building: _____ Observation date(s): _____ Evaluation Dates: _____

Type of Report Annual ___ Periodic ___ Obser. ___ Progress ___

This instrument recognizes the need for adequate and proper evaluation of all professionals pursuant to Article XIII of the Master agreement between the Hillsdale Community Schools Board of Education and the 4-C unified Bargaining Association, MEA-NEA.

The process of evaluation indicates the evaluator's perception of the professional's performance, verifies this perception with written comments, and offers specific suggestions for improvement in the area(s) marked unsatisfactory. Detailed descriptions of each of the components on this form can be found in *Enhancing Professional Performance: A Framework for Teaching*, by Charlotte Danielson (1996) ASCD. Copies of this book are available in each building and shall be provided to each new teacher hired during the 1999-2000, 2000-2001 and 2001-2002 school years.

Components of the Evaluation

1. Planning and Preparation:

- | | |
|---|--|
| 1a. Demonstrating Knowledge of Content and Pedagogy | 1d. Demonstrating Knowledge of Resources |
| 1b. Demonstrating Knowledge of Students | 1e. Designing Coherent Instruction |
| 1c. Selecting Instructional Goals | 1f. Assessing Student Learning |
-
-
-

2. The Classroom Environment:

- | | |
|--|-------------------------------|
| 2a. Creating an Environment of Respect and Rapport | 2d. Managing Student Behavior |
| 2b. Establishing a Culture for Learning | 2e. Organizing Physical Space |
| 2c. Managing Classroom Procedures | |
-
-
-

3. Instruction:

- | | |
|--|------------------------------------|
| 3a. Communicating Clearly and Accurately | 3d. Providing Feedback to Students |
| 3b. Using Questioning and Discussion Techniques | 3e. Engaging Students in Learning |
| 3c. Demonstrating Flexibility and Responsiveness | |
-
-
-

Appendix G

4. Professional Responsibilities

- 4a. Reflecting on Teaching
- 4b. Maintaining Accurate Records
- 4c. Communicating with Families

- 4d. Contributing to the School and District
- 4e. Growing and Developing Professionally
- 4f. Showing Professionalism

EVALUATOR'S NARRATIVE REMARKS (Including IDP Progress Assessment):

Where a teacher has receives a rating on an evaluation criterion of "improvement needed" or "unsatisfactory" the rating shall be substantiated with specific examples. In addition, the teacher and principal shall consult regarding a goal statement.

- Overall performance of the Teacher Meets or Exceeds Acceptable Standards
- is Unsatisfactory

Signatures:

Teacher: _____ Date: _____

Evaluator: _____ Date: _____

The teacher's signature indicates the report was received; it does not necessarily denote agreement with every factor of the evaluation. The teacher has the right to attach a statement to this evaluation if the teacher disagrees with factors included in this report, and/or the opportunity to have a different observer chosen at random by the Superintendent and the HEA President.

HILLSDALE COMMUNITY SCHOOLS
Hillsdale, Michigan

TEACHER REACTION OR SELF-EVALUATION

Type of Report: Annual _____ Periodic _____ Ob. _____ Progress Report _____

Teacher:

Evaluator:

(Signature indicated that this teacher's
Reaction has been read only)

Signed _____

Signed _____

Date: _____

Date: _____