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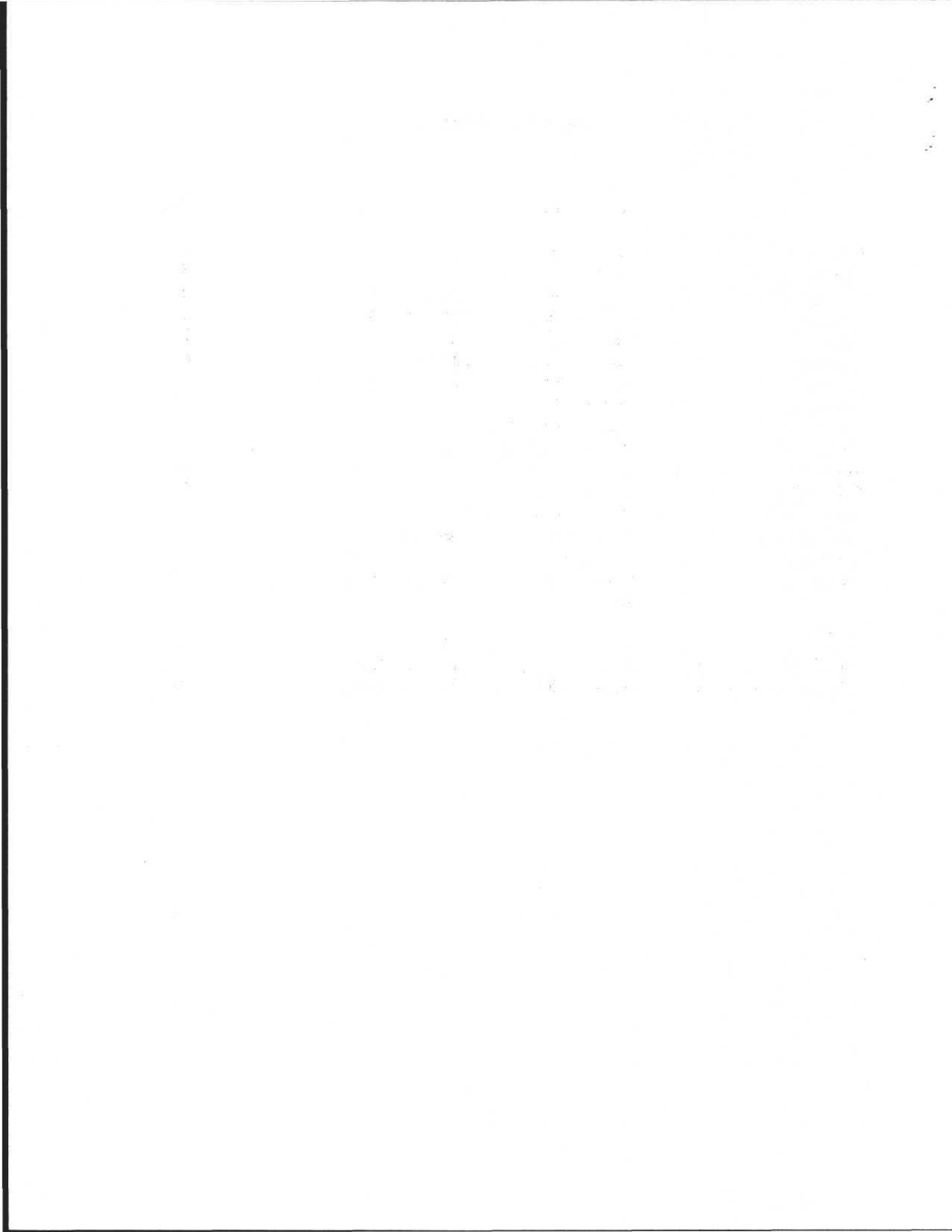
6/30/96

MASTER AGREEMENT
between the
BOARD OF EDUCATION
of the
HASLETT PUBLIC SCHOOLS
and the
HASLETT ADULT EDUCATION ASSOCIATION/MEA/NEA
1994-1996

Haslett Public Schools

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ARTICLE 1--RECOGNITION

The Board hereby recognizes the Haslett Adult Education Association/MEA/NEA as the sole and exclusive bargaining representative for all full-time and regularly scheduled part-time certificated adult education classroom teachers and counselors. Excluded from the unit are supervisory (coordinators and others) and executive personnel, per diem substitute teachers, K-12 program teaching staff, day care personnel, enrichment personnel and all other employees.

The English as a Second Language Program Coordinator position may continue to be assigned up to four (4) hours of classroom teaching per day. In the event additional coordinator positions are established, classroom teaching will not be assigned absent agreement between the parties.

ARTICLE 2--RIGHTS OF THE BOARD

- A. The Board retains all rights, powers and authority vested in it by the laws and constitution of Michigan and the United States. All policies of the Board of Education on behalf of the District as stated in Board of Education Policies, Board of Education minutes, or administrative rules/guidelines, or powers which heretofore have been properly exercised by it, shall remain unaffected unless changed by this Agreement and shall remain in full force and effect, unless and until changed by the Board.

Not by way of limitation but by way of addition, the Board reserves unto itself all rights, powers and privileges inherent in it or conferred upon it from any source whatsoever, provided, however, that all of the foregoing being manifestly recognized and intended to convey complete power in the Board shall nonetheless be limited but only as specifically limited by express provisions of this Agreement. Rights reserved exclusively herein by the Board which shall be exercised exclusively by the Board without prior negotiations with the Association either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement shall include by way of illustration and not by way of limitation, the right to:

1. Manage and control the school's business, the equipment, the operations and to direct the working forces and affairs of the Employer.
2. Continue its rights and past practice of assignment and direction of work of all of its personnel, determine the number of shifts, hours of work, length of work year, starting and ending times, and scheduling of all the foregoing, and the right to establish, modify or change any work or business hours or days.

3. The right to direct the working forces, including the right to hire, evaluate, promote, suspend and discharge employees, transfer employees, assign work or extra duties to employees, determine the size of the work force and to lay off employees.
 4. Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods, and processes of carrying on the work including the automation thereof or changes therein, the instruction of new and/or improved methods or changes therein.
 5. Adopt reasonable rules and regulations.
 6. Establish the job qualifications of teachers as detailed in the job descriptions and job postings.
 7. Determine the location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
 8. Determine the placement of operations, production, services, maintenance or distribution of work, and the source of materials and supplies.
 9. Determine the financial policies and accounting procedures.
 10. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization.
 11. Determine the policy affecting the selection, the testing (of new hires) or training of employees provided such selection shall be based up lawful criteria.
- B. The Board continues to reserve the right to transfer bargaining unit work to the extent that such rights have been exercised historically. Included by way of illustration, is the participation in consortium type programs, the movement of Haslett students between the general and community education alternative education programs, the use of technology, the leasing of space, and the issuance of credit for classes taken by students at various colleges and universities.

ARTICLE 3--ASSOCIATION AND TEACHER RIGHTS

- A. The Association shall have the right to use Haslett school buildings and facilities provided such usage does not interfere with district operations. Requests will be submitted through the procedures established by the district and are subject to the provisions of Board Policy. Any costs incurred through such usage shall be assumed by the Association.
- B. The Association shall have the right to use the district's equipment (including copy machines, audio visual equipment, etc.) with the approval of the Superintendent or his/her designee. Any costs incurred in such usage shall be assumed by the Association.
- C. Where possible, bulletin boards and mailboxes shall be made available to the Association and bargaining unit members in each building bargaining unit members are assigned to.
- D. Duly authorized representatives of the Association shall be permitted to transact official business on school property, provided that such business shall not interfere with normal operations. Representatives of the Association not employed by the district shall notify the supervisor of the affected employees of their presence.
- E. The Association may request the Board place items of interest to it on the Board agenda. These items must be filed with the Superintendent one (1) week before each regular Board meeting, unless agreed otherwise by the Superintendent or his/her designee.
- F. Upon request, the Superintendent and/or his/her designee shall meet with Association representatives, at agreed upon times, to discuss problems and concerns. At the request of the Association, at least one meeting shall be held each year.
- G. The Board shall make available lunchroom space when possible and lavatory facilities in each building where bargaining unit employees are assigned.
- H. Telephone facilities shall be made available for staff use. Phone usage shall be for school oriented business and/or personal business that cannot be conducted at another time. Unless the call is made collect or on the employee's telephone credit card, no long distance calls are permitted without the approval of the Community Education Director or his/her designee.
- I. Existing parking facilities shall be made available to bargaining unit members for their use.

- J. The Association shall be notified in advance of any pending policy adoption affecting bargaining unit employees and shall have the opportunity to inform the Board of its opinion on the proposed policy. The Association shall have the opportunity to recommend areas in which policies might be adopted or changed.
- K. Upon request, a bargaining unit member shall have the right to review the contents of his/her personnel file, excluding confidential references. At the unit member's option, a representative of the Association may accompany the bargaining unit member in such review. Should the bargaining unit member disagree with the content of any item in the personnel file, he/she may have written statements attached to the item.
- L. The Board, Association and employees agree that the maintenance and promotion of a safe and healthy work environment is a shared objective.

An employee who believes unsafe or hazardous conditions exist in the work place, shall immediately notify their supervisor. Complaints received under this section will be expeditiously investigated and where appropriate, action will be taken as soon as possible to remedy the problem.

ARTICLE 4--AGENCY SHOP AND PAYROLL DEDUCTIONS

- A. Any bargaining unit member who is not a member of the Association in good standing or who does not make application for membership within thirty (30) calendar days from the first day of active employment shall, as a condition of employment, pay a service fee to the Association.
- B. The Association shall notify the Board of the amount to be payroll deducted and the schedule for deductions of membership dues and service fees.

The deduction of dues and/or service fees shall be required under the terms and conditions of this Agreement. The Board shall, therefore, deduct said dues and service fees pursuant to the authority set forth in MCLA 408.477.
- C. If any provision of this Article is deemed invalid under federal or state laws, said provision shall be modified to comply with the requirements of the law.
- D. In the event of legal action against the Board (including each Board member, administrator or other district employee) brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:

1. The Board gives timely notice of such action to the Association and permits the Association to intervene as a party if it so desires, and
2. The Board gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available.

The Association agrees that in any action so defended, it will hold the Board (including each Board member, administrator or other district employee) harmless from any liability for damages and costs imposed by a final judgement of a court or administrative agency as a direct consequence of the Board's compliance with this Article. The Association also agrees that neither it nor its affiliates will in any proceeding assert the defense that the indemnity provision of this Article is either unenforceable or void.

ARTICLE 5--STATE AND FEDERAL LAWS

- A. The Board hereby agrees that every bargaining unit member shall have the right to organize, join and support the Association for the purpose of engaging in collective bargaining and to participate in other protected activities for their mutual aid and protection. The Board agrees that it will not directly or indirectly discourage, coerce or deprive any bargaining unit member of any rights conferred under the Public Employment Relations Act.
- B. The provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex, marital status or handicap. The prohibitions against discriminatory conduct provided in Section B refers to the scope of protections afforded to protected classes of employees as defined by state or federal law.
- C. The Association and teachers agree that they will not authorize, instigate, participate in, encourage, or support any cessation or interruption of services (i.e., the concerted failure to report for duty, stoppage of work, or abstinence in whole or in part, from the full, faithful, and proper performance of the teacher's duties of employment) by any teacher or group of teachers during the term of this agreement.
- D. The Board, Association and teachers agree that there will be no reprisals, directly or indirectly, against any person by virtue of having filed a grievance, a complaint with an administrative agency or by instituting a legal action in the courts.

- E. In that the Board and Association are subject to the Americans with Disabilities Act (ADA) and other similar state and federal legislation, any adjustments necessary in the contract to reasonably accommodate a bonafide handicap will be submitted to writing and executed by the parties without undue delay. Action will not be initiated by the District under this provision without notifying the Association President and permitting the Association to be present during and participate in any discussions on accommodation with the teacher that impact on the terms of this Agreement. In the event any provision of this Agreement or application of the Agreement conflicts with state or federal laws governing handicapped individuals, the legislative requirements shall prevail. In the event of a claim by the Association alleging that this provision has been misinterpreted or misapplied, this provision shall be interpreted in a manner consistent with the purposes underlying the applicable law(s).
- F. Neither party shall have any control over the selection of bargaining team members of the other party. The designated teams will be empowered to reach tentative agreement on behalf of their respective constituencies which will be subject to each parties ratification procedures.
- G. Upon request, the Board agrees to furnish to the Association available public records including by way of illustration, financial records and information necessary in the processing of grievances and the development of proposals in negotiations.
- H. Alleged violations of this Article are grievable but are not subject to the arbitration provisions in this Agreement in that avenues have been made available under state and federal laws for the resolution of disputes in these areas.

ARTICLE 6--DISCIPLINE AND RELATED ISSUES

- A. No non-probationary employee will be disciplined without reasonable and just cause.
- B. Normally, progressive discipline will be applied and in general may include oral warning(s), written reprimand(s), suspension(s) and discharge. While a progressive process will be followed under normal circumstances, the Board reserves the right to bypass the normal progression when the nature or severity of the offense or the disciplinary history of the employee involved warrants it.
- C. Upon request, an employee shall be entitled to have a representative of the Association present when being disciplined. Such a request will not unduly delay the implementation of any disciplinary action.

ARTICLE 7--PROTECTION OF BARGAINING UNIT MEMBERS

- A. Teachers are expected to comply with reasonable rules, regulations, and directions adopted by the Board or its representatives which are not inconsistent with the provisions of this Agreement.
- B. The Association recognizes that abuses of sick leave or other leaves, chronic tardiness or absences, willful deficiencies in professional performance, or other violations of discipline reflect adversely upon the profession and create undesirable conditions in the school building. The Board shall notify the teacher of alleged delinquencies, indicate the expected correction, and indicate a reasonable period of time for correction.
- C. Any case of assault upon a teacher which has its inception in a school-centered problem shall be reported immediately to the Board or its designated representative.
 - 1. In the event of such an assault, the teacher may request the assistance of the Board in such matters. These requests shall be made to the Board, or its designee.
 - 2. The Board will provide legal counsel to advise the teacher of his/her rights and obligations with respect to such assault, and shall render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities, if it is determined that the teacher has acted within the scope of Board policy.
- D. If any teacher is complained against or sued by reason of disciplinary action taken by the teacher against a student, the Board, after review of the case and its determination that the teacher has acted within the scope of Board policy, shall provide support to the teacher in his/her defense.
- E. Time lost by a teacher in connection with any incident mentioned in this Article, which is not compensable under Worker Compensation, shall not be charged against the teacher unless judged guilty by a court of competent jurisdiction.
- F. The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline.

ARTICLE 8--EVALUATION

- A. The primary purpose of evaluation is to encourage and assist teachers in their efforts to develop effective teaching and learning in the classroom; and to assist the teacher in fostering the growth of social and academic potentialities of the student. The Board and the Association recognize the importance and value of a procedure for assisting and evaluating the progress and success of both newly employed and experienced personnel.
- B. A pre-evaluation conference shall be held between the evaluator and the teacher so that the evaluator can be apprised of the planned objectives, methods and materials that will be evaluated in the teaching/learning situation. Further, the evaluator shall, during said conference, apprise the teacher of the specific criteria upon which he/she will be evaluated. Items/issues other than those elicited through the planned visitation may be included in the evaluation.
- C. Each evaluation shall be followed by a conference between the teacher and the evaluator for purposes of clarifying the written evaluation report.
- D. If an evaluator finds a bargaining unit member lacking, the reason(s) therefore shall be set forth in specific terms as shall an identification of the specific ways in which the teacher is to improve and of the assistance to be given by the administrator and other staff members.
- E. No later than April 30 of each probationary year or sixty (60) days prior to the teacher's anniversary date if hired during the school year, whichever is applicable, the final written evaluation report, including the recommendation as to whether the teacher should be advanced to tenure status, offered additional probationary status, or denied a contract for the ensuing school year will be furnished by the administration to the Superintendent. A copy shall be furnished to the teacher.

In the event a teacher is not retained in employment, the Board will advise the teacher of the reasons therefore, in writing, with a copy to the Association.

- F. All monitoring or observation of the work of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, closed circuit television, public address or audio systems, and similar surveillance devices shall be strictly prohibited.

ARTICLE 9--GRIEVANCE PROCEDURE

- A. A grievance shall be defined as an alleged violation, misapplication or misinterpretation of the expressed terms and conditions of this Agreement.

The following matters will not be the subject of a grievance filed under the terms of this Agreement:

1. The non-renewal or discharge of a probationary employee.
2. The placement of probationary employee on a third year of probationary status.

The discipline of probationary employees (except for discharge) will be subject to the grievance procedure, however, the right to appeal shall terminate at Level 3.

- B. The Association shall designate one Association Representative per program to handle grievances at Level 1. The Association will keep the Board informed in writing of the names of the program designees.

- C. The term "days" as used herein shall mean days on which school is in session except that during the summer months when school is not in session, the term "days" shall mean Monday through Friday excluding holidays.

Should an employee fail to institute a grievance within the time limits specified, the grievance will not be processed. Should a grievant fail to appeal a decision within the time limits specified, or voluntarily sever employment, all further proceedings will be barred.

- D. In presenting written grievances as defined herein, the following information shall be conveyed:

1. It shall be signed by the grievant(s). An Association grievance shall contain the signature(s) of the grievant(s) or the names of employees involved.
2. It shall contain a brief statement of the facts involved.
3. It shall cite the section(s) or sub-section(s) of the Agreement alleged to have been violated.
4. It shall contain the date of the alleged violation.
5. It shall specify the relief requested.

E. If in the judgement of the Association, a grievance involves bargaining unit members from more than one program, the grievance may be submitted as an "Association grievance". An Association grievance shall include the names of the bargaining unit member(s) involved. Such grievances shall be initiated orally at Level 2 and shall be submitted in writing to Level 3.

F. The time lines detailed in this Article shall only be extended by mutual agreement.

A grievance filed prior to the expiration of this Agreement may be processed through the grievance procedure including arbitration where appropriate.

A grievance arising after the expiration of this agreement shall not be subject to the arbitration provisions absent mutual agreement between the parties.

G. All preparation, filing, presentation or consideration of grievances shall be held at times other than when a bargaining unit member and/or a participating Association Representative are to be at their assigned duty stations unless otherwise mutually agreed by the parties.

H. Any adjustment made during the grievance procedure shall be consistent with the terms of this Agreement. An Association Representative may be present at each level of the grievance procedure.

I. The grievance form is attached to this Agreement as Appendix A.

J. **Level One**--An employee alleging a grievance as defined herein, shall within ten (10) days of its occurrence or knowledge of its occurrence, discuss the grievance with his/her immediate supervisor and attempt to reach resolution.

If no resolution is obtained within three (3) days of the discussion and the matter is going to be pursued further, the grievance shall be reduced to writing and submitted to Level 2 within five (5) days of the discussion.

Level Two--A copy of the written grievance shall be filed with the Director of Community Education or his designee. Within five (5) days of receipt of the grievance, the Director of Community Education or his/her designee shall arrange a meeting to review the grievance. Within five (5) days of the conclusion of the discussions, a written decision shall be rendered. A copy of the decision shall be forwarded to the grievant(s) and the appropriate Association Representative.

If no decision is rendered within five (5) days of the conclusion of the discussions at Level 2, or the decision is unsatisfactory, the grievance may be appealed to Level 3.

Level Three--A copy of the written grievance shall be filed with the Superintendent or his designee. Within five (5) days of receipt of the grievance, a meeting will be conducted to review the grievance. Within five (5) days of conclusion of the discussions, a written decision will be rendered. A copy of the decision shall be forwarded to the grievant(s) and the appropriate Association Representative.

If no decision is rendered within five (5) days of conclusion of the discussions at Level 3, or the decision is unsatisfactory, the Association shall file a letter of intent to arbitrate the grievance within fifteen (15) days with the Superintendent's office. The fifteen (15) day period will be reduced to a five (5) day period in the instance of a grievance involving a continuing back pay liability.

Level Four--No individual employee shall have the right to process a grievance to Level 4. Within ten (10) days of the receipt of the letter of intent to arbitrate, the parties shall select an arbitrator. Absent mutual agreement on an arbitrator within the aforementioned time period, the Association shall within the succeeding five (5) days, submit a demand to arbitrate to the American Arbitration Association.

The following general provisions will apply to any grievance submitted to arbitration under this Agreement:

1. The arbitration proceeding shall be conducted in accordance with the rules and procedures of the American Arbitration Association.
2. The cost of arbitrator shall be divided equally between the parties and each party will be responsible for the costs of its witnesses.
3. An award in any one case will not require retroactive adjustment in any other instances not in dispute in the case being arbitrated.
4. The decision of the arbitrator shall be final and binding subject to review in accordance with the applicable standards for judicial review.
5. The Board shall release from regular duties without loss of pay, the grievant(s) and the Association Representatives who are a party to the grievance and required to provide testimony. In such instances, the Association shall reimburse the Board for the cost of a substitute if one is utilized.
6. No more than one grievance may be considered by the arbitrator absent mutual agreement between the parties.

7. If the Board disputes the arbitrability of a grievance, the arbitrator shall first rule on the question of arbitrability. In the event that the arbitrator rules that the grievance is not arbitrable, the arbitrator shall not issue a decision or recommendation on its merit.

The arbitrator shall have no power or authority in the following areas:

1. Rule on an issue previously barred from the scope of the grievance procedure.
2. Add to, subtract from, or otherwise modify the expressed terms and conditions of this Agreement.
3. Award compensatory or punitive damages.
4. Rule on the discipline of a probationary employee.
5. Issue a back pay award for any amount in excess of twenty (20) work days of the date the grievance was filed in the instance of a finding of a continuing violation of the Agreement.
6. Establish wage schedules.
7. Interpret state or federal law or issue a ruling on a subject where there is a procedure prescribed under law for seeking relief (e.g. Wage and Hour, E.E.O.C., M.E.R.C., Tenure Commission, etc.).
8. Rule on an issue involving the content of an employee evaluation.

ARTICLE 10--VACANCIES AND ASSIGNMENTS

- A. The vacancy procedures set forth in this article shall not be construed to prohibit or restrict the District in assigning additional classes to teachers or implementing transfers prior to posting a position.

Before the end of each semester, teachers will be surveyed to determine their preferences as to the number of classes they are interested in teaching the following semester. Based upon the number of classes scheduled and other relevant factors, the administration will attempt to assign the teachers to the same number of classes taught the preceding semester unless the teacher has requested consideration of a reduced or increased schedule.

An attempt will be made to post tentative schedules at least ten (10) calendar days prior to the beginning of a program.

The term semester as referenced above shall not include mini-terms or summer programs.

Summer school assignments shall be voluntary and teachers scheduled throughout the regular academic year shall receive preference in assignments. In the event an insufficient number of unit members volunteer for summer assignments, the Board may hire additional teachers. Such teachers shall not be subject to the terms of this agreement.

Classes may be cancelled at any time by the District due to insufficient student enrollments. In such instances, the District's financial obligation to the teacher shall be limited to any hours of instruction provided.

Assignments shall be made at the discretion of the District.

- B. When the District has determined a vacancy exists, a notice will be posted for a minimum of five (5) business days in the Community Education Office and will be distributed within each school building in which teachers are assigned.

Vacancies will not be posted when qualified and eligible employees are on layoff.

Employees interested in a vacancy shall submit a written application to the Personnel Office.

In order to prevent undue disruption to the instructional programs, a vacancy that occurs during the course of a semester may be filled on a temporary basis by non-bargaining unit personnel. Temporary shall be defined as a period not to exceed the end of the semester.

The final determination as to which applicant is assigned to a vacancy rests with the District.

All internal candidates will continue to be notified formally as to the outcome of the selection process. Upon request, an applicant from within the bargaining unit who is denied a position will be given an explanation.

- C. In making assignments under section A and in assessing internal and external candidates in relationship to vacancies under section B, the District will consider such issues as certification (or authorizations if appropriate), qualifications, work experience within and outside the district, seniority, attendance, interpersonal skills, communications skills, education, training and other relevant factors.

- D. Teachers will not be prohibited from applying for positions within the district which are outside the bargaining unit.

In the event the teacher is offered and accepts such a position, seniority and other rights accrued while assigned within the bargaining unit shall be frozen for a period of one (1) year from the effective date of the assignment at which time all such rights will be forfeited. This limitation will to be applied to former adult education teachers currently assigned to the general education bargaining unit. This limitation shall not apply to Community Education Administrative staff and Coordinators.

ARTICLE 11--SENIORITY

- A. Teachers shall serve a probationary period as set forth in the Tenure Act.

Teachers who are not subject to the provisions of the Tenure Act, shall serve a probationary period of four (4) years.

- B. Seniority shall be defined as the length of continuous service from the teacher's last date of hire with the Haslett Schools Community Education Program in positions (including administrators and coordinators) requiring certification or authorization.

Except as set forth in Article 10 (D), no teacher in the general education bargaining unit shall have seniority rights within this unit.

Seniority shall not be adjusted for part-time teachers.

Seniority will be adjusted for teachers working less than a full regular academic year. No additional seniority credit will be granted to teachers working during the summer.

Due to the traditional differences in starting dates for programs covered by this agreement in the fall of each year, new teachers commencing employment on the first teacher work day in any program will share a common seniority date which shall coincide with the beginning date of the earliest scheduled program. The calculation of seniority for existing teachers continuing employment in the fall will be determined in a same manner as set forth in this paragraph for new teachers.

- C. Seniority shall not accrue during periods of layoff (except as set forth below), during periods of authorized unpaid leaves of absence (unless required by law) or for authorized unpaid leave days in excess of five (5) work days in any fiscal year.

Seniority will accumulate for a teacher assigned to at least one (1) class for the term/semester, where the class is cancelled due to lack of enrollment.

Sections B and C will not be retroactively implemented in the development of the initial seniority list.

- D. A seniority list shall be distributed each year in October.
- E. In the event more than one (1) teacher starts work on the same day, the position on the seniority list shall be determined by casting lots.

ARTICLE 12--LAYOFF AND RECALL

- A. The District retains the right to determine the school's programs, schedules and the necessity for the layoff and recall of teachers to staff its programs.
- B. A layoff for purposes of this Agreement, shall be defined as complete layoff. A reduction of the number of classes a teacher is assigned, will not constitute a layoff for purposes of this Agreement.

When implementing layoffs, the District will take into consideration the program(s) to which the teacher is assigned, required certification, qualifications, tenure status and seniority.

Program for purposes of this Article, shall be defined as the English as a Second Language (ESL) Program, the Alternative Education Program or the Adult Education Program. The District shall determine the alignment of classes within programs. In the event additional programs are instituted within the bargaining unit, the District agrees to notify the Association, and upon demand, bargain relative to the impact of the program on the provisions of Article 11.

Certification and tenure for purposes of this Agreement shall refer to certification (including regular and annual vocational authorization or licensure) as required by the Department of Education or other licensing agency and tenure as described within the Act.

Non-probationary, for purposes of this Agreement, shall refer to teachers who are not subject to the terms of the Tenure Act, who have fulfilled the probationary requirements set forth in Article 10.

Qualifications for purposes of assignment to the above referenced programs within this Article, shall be defined as follows:

ESL: A teacher must possess an MA in TESOL (or other approved comparable academically oriented masters degree) and must have acquired at least three (3) years of successful teaching experience within the program in Haslett.

For purposes of this provision, Dawn Hawks and Kimberly Brown-Faust will be considered as having fulfilled the MA in TESOL (or other approved comparable academically oriented masters degree).

Alternative Education: A teacher must possess an MA in an education program or a major or a minor in the subject area assigned to and at least three (3) years of successful teaching experience in Haslett within the program.

Subject to having the required years of successful experience, teachers with an MA will be placed first, followed by those with a major, then those with minors.

Adult Education: A teacher must possess an MA in Adult Education (or other educational program), or a major or a minor in the subject area assigned to and at least three (3) years of successful teaching experience within the program in Haslett.

Teachers of vocational classes must have at least three (3) years of experience in the vocational program in Haslett.

Subject to having the required years of successful experience, teachers with an MA in Adult Education (or other educational program) will be placed first, followed by those with a major, then those with a minor.

C. For purposes of this Article, once the District has determined the schedule of classes to be taught, layoffs will be implemented in the following priority order, based upon certification, qualifications and seniority:

1. Tenured and non-probationary teachers within the program will be retained first, provided they are certified and qualified as defined in Section B above.

2. Tenured and non-probationary teachers within the program who are certified, but not fully qualified as defined in Section B above, will be retained second, subject to the following limitations:
 - a. Those with the most years of service in a program in Haslett, will be retained first. For example, a teacher with four years of service in a program in Haslett will be retained before a more seasoned teacher with less, or no, years of service in the program.
 - b. Teachers with the highest level of education attainment will be retained second. For example, an Alternative Education teacher with a masters degree in an educational program, will be retained within the program before a more seasoned teacher with a major or minor and an Adult Education teacher with an MA in Adult Education will be retained within the program before a more seasoned teacher with a major or minor.
 - c. Tenured and non-probationary teachers not retained under Sections C(1) or C(2)(a) or (b) above, will be retained within the program third, without regard to the level of educational attainment or years of experience in the program in Haslett.
 3. Probationary teachers who are certified but not fully qualified will be retained third, and in an order determined by the Board.
- D. Teachers shall notify the Personnel Office in writing of any changes in certification (or contemplated changes) and qualifications by May 1 and December 1 of each year. This obligation shall exist for teachers on layoff. Notice received after these dates will not be taken into consideration for assignment purposes.
- E. A teacher who is laid off and who is paid unemployment compensation benefits and who is recalled the beginning or during the following semester, will be paid in such a fashion that his/her unemployment compensation plus the teacher's salary rate will be equal to the rate of salary he/she would have earned had he/she not been laid off.
- F. Tenured and non-probationary teachers will be eligible for recall for a period of three (3) years. The District is under no obligation to recall probationary teachers.
- Tenured and non-probationary teachers will be recalled in the inverse order of layoff.

Teachers are solely responsible for keeping the Personnel Office advised of any changes in address. Failure to do so will relieve the District of the responsibility to make continued attempts to recall the teacher.

Teachers will be notified by certified mail of recall. A teacher who fails to respond or report as directed within seven (7) calendar days of the post mark date of the recall letter, shall be considered as having resigned.

ARTICLE 13--PAID LEAVE DAYS

- A. Each teacher shall receive up to a maximum of fifty (50) hours per year of paid sick leave time. Sick leave time will be calculated in hours and will be granted each semester based upon the number of hours taught. The number of hours for teachers shall be determined by dividing the number of hours taught by 900 and multiplying the result by 50.

Teachers must return to school at the beginning of each semester before their allotment of hours will be credited to their sick leave time.

The maximum number of hours which may be accumulated from year to year is one hundred (100) hours.

Sick leave time may be utilized for the following purposes:

1. Illness or disability of the teacher.
2. Medical or dental appointments of the teacher, provided the teacher cannot schedule the appointment outside of work hours.
3. Five (5) hours may be utilized for personal business, subject to the following restrictions:
 - a. The day may only be utilized for purposes which require the teacher's absence to attend to matters which cannot be conducted outside of work hours.
 - b. Such days will not be approved on the workday immediately preceding or immediately following a holiday or vacation period or for the first or last instructional day of the school year.
 - c. Personal business days shall not be used for recreational or social purposes.

- d. The teacher must give at least seven (7) calendar days notice, unless the teacher can demonstrate why timely notice could not be given.
 - e. The Superintendent may, at his/her discretion, extend additional paid personal business hours.
4. Teachers absent due to compensable injury under the Worker's Compensation Act, shall have available days utilized on a prorated basis, in addition to the pay provided by the Act, during the period of disability. When the teacher's available days have exhausted or when the teacher notifies the district that he/she does not want to utilize his/her days, the teacher will only receive the pay provided by the Act.

In the event the teacher does not want his/her days to be prorated as set forth above, the teacher will notify the Personnel Office upon submission of the disability report form.

5. Teachers may use up to twenty-five (25) hours each year for illness in the immediate family. Immediate family shall be defined as spouse, children and parents. The Community Education Director may extend the period of leave.
- B. Teachers will receive up to three (3) days off with pay due to a death in the family. Such time will not be deducted from the teacher's sick leave hours under Section A above. Family, for purposes of this provision, shall be defined as the employee's spouse, children, parents, siblings, grandparents, grandchildren and corresponding in-laws.

The Director of Community Education may, at his/her discretion, extend the period of leave. The extension will be deducted from the teacher's sick leave hours under Section A above.

- C. Leave with pay will be granted for a teacher who is called for jury duty. The teacher shall be compensated at his/her regular rate of pay, provided the teacher remits any compensation (excluding mileage) received as a juror to the district.
- D. A teacher who is called as a witness in any case connected with the teacher's employment, shall be granted leave without loss of salary and/or paid leave time.

Whenever a teacher is subpoenaed to attend any other proceeding, the teacher shall be granted one (1) day's pay if the employee is eligible for paid leave time under section A above, and has paid leave available.

Teachers shall not be eligible for pay to attend hearings where the teacher is testifying against the district.

- E. When weather conditions or other unforeseen circumstances close the building(s) to which a teacher is to report, and the day does not have to be made up in order to receive state aid for the day, the affected teacher(s) will not be required to report to work and will receive pay for the day, unless the teacher is absent on an unpaid status for the day.

When a teacher is absent on paid leave time and the building(s) to which the teacher reports is closed for the entire day, the teacher's paid leave hours will not be reduced.

When a teacher is absent on paid leave time and the building(s) to which the teacher reports is closed for a portion of the work day, the employee's paid leave hours will only be reduced by the portion of the teacher work day in which the building(s) were open.

ARTICLE 14--UNPAID LEAVES OF ABSENCE

- A. Any teacher absent due to compensable injury under the Workers Compensation Act or whose personal illness or disability extends beyond the period compensated by paid sick leave in Article 13, will be granted a leave of absence upon request, for a period of up to one (1) year, subject to submission of proper documentation. The one (1) year period shall be measured from the teacher's first day of absence. Section B shall apply to the first twelve (12) weeks of such leave time in a year.
- B. Upon proper and timely application, an eligible teacher will be granted a qualified leave of absence as required under the Family and Medical Leave Act of 1993 (29 USC 2601) and Board Policy 5660, for a total period of up to twelve (12) weeks per year.

A rolling twelve month period will be utilized in all cases by the Board in assessing the amount of time an eligible teacher has available for qualified leaves under the Act.

The Board may require a teacher to utilize available paid leave time (e.g., sick leave, etc.) and such time will be utilized in computing available time off under the Act.

Requests for intermittent and reduced schedules will be reviewed and considered subject to the provisions of the Act.

In the event a teacher and his/her spouse are employed by the district, whether within or outside of the bargaining unit, an aggregate of twelve (12) weeks will be provided, unless the leave time is attributable to a serious health condition that makes the teacher unable to perform the functions of his/her position. In such instances, the total amount of time for each spouse will not exceed twelve (12) weeks for all leaves covered by the Act.

Insurance benefit payments will continue for a teacher absent on a qualified leave under this section.

Teachers returning from such leaves will be returned to the same or an equivalent position.

In the event this Article or other portions of this Agreement extend greater benefits to an eligible teacher in relationship to qualified leaves, the provisions of the Agreement shall prevail.

- C. Leaves of absence for other purposes, including requests for unpaid days off, shall be made in writing to the teacher's supervisor, with a copy of the request being sent by the employee to the Personnel Office. The granting of such leaves is discretionary. Staffing needs, the teacher's attendance record and other relevant factors will be taken into consideration by the Personnel Office, or its designee, in making a decision on the leave request.
- D. The following general provisions will apply to all leaves of absence under this Article:
 - 1. Except as set forth in section B above, the leaves of absence under this Article shall be without pay and benefits.
 - 2. Except as set forth in Article 12, seniority shall not accrue while on leave under this Article.
 - 3. The position of a teacher absent on an unpaid leave of absence may be filled with a substitute, provided there is no certified and qualified bargaining unit member who is unassigned or on layoff during the time period of the leave.
 - 4. Teachers may be required to provide periodic status reports while on leave under this Article and will be required to provide medical verification or other certification in support of an initial request for leave.

5. Failure to return to work at the end of an approved leave of absence will be considered a voluntary resignation and the Board may require the teacher to repay insurance premiums paid if the leave was authorized under section B.

Repayment will not be required where the leave under section B is due to the illness or disability of the teacher.

6. All requests for unpaid leave, including requests for extensions of approved leaves, are to be directed to the teacher's supervisor in writing, with a copy to be supplied by the teacher, to the Personnel Office. Where leaves of absence are foreseeable, teachers are required to provide at least thirty (30) calendar days notice. Where not foreseeable, teachers are required to provide notice as soon as practicable.
7. Teachers are expected to provide thirty (30) calendar days notice of intent to return from an approved leave of absence under this article unless the duration of the leave is less than thirty (30) days.

ARTICLE 15--INSURANCE

- A. Teachers who are regularly scheduled to work at least thirty (30) or more hours per week throughout the semester/term will be eligible for a contribution toward the purchase of hospitalization benefits available through the Board. Except as set forth below, premium contributions will only be made during months in which the eligible teacher is teaching classes.

Subject to the rules and regulations of the insurance administrators and underwriters, any teacher who is ineligible during the fall semester/term, whose hours increase for the second semester meets the required thirty (30) hours, will be eligible for premium contributions effective at the beginning of the second semester or next term.

Any teacher hired or recalled during the first semester or at the beginning of the second semester/term, whose regular schedule of hours meets the required thirty (30) hours, will be eligible for premium contributions at the beginning of the second semester or next term.

The Board will contribute \$100 per month to eligible teachers. If an eligible teacher's regular schedule of hours falls below the required thirty (30) hours during the succeeding semester/term, the teacher will receive a prorated amount for the remainder of the fiscal year, at which time the contribution shall cease.

The thirty (30) hour requirement contained herein shall apply to those hired (or rehired) after July 1, 1994. For those hired on or prior to July 1, 1994, the requirement will be twenty-five (25) hours.

The Board's contribution may only be utilized for the purchase of hospitalization insurance plans available through the district and may not be applied toward other insurance benefits or tax sheltered annuities.

- B. The difference between the Board's contribution for eligible teachers, as set forth above, and the actual premium rate, will be payroll deducted as a condition of the master contract pursuant to the authority set forth in M.C.L.A. 408.477.
- C. The Board's obligation under this Article is to make the contributions toward hospitalization for eligible teachers as defined herein. Any disputes relative to claims or other matters rests between the teacher and the insurance administrators and underwriters in accordance with their rules and regulations.
- D. The Board's premium contributions for eligible teachers on leave of absence will terminate at the end of the month following the last day the teacher was on payroll, unless a greater period is required under the provisions of the Family Medical and Leave Act.

Eligible teachers who complete the work year and are laid off will be eligible to continue to receive the contributions until the beginning of the next open enrollment period.

- E. Teachers not eligible for a hospitalization premium contribution from the Board may, subject to the rules and regulations of the insurance administrators and underwriter, participate in hospitalization plans available through the district. The premiums for teachers wishing to enroll will be paid by the employee through payroll deductions as a condition of this contract pursuant to the authority set for in M.C.L.A. 408.477.

ARTICLE 16--WAGE SCHEDULE AND RELATED ISSUES

- A. The hourly rates of pay for teachers shall be as set forth below for the 1994-95 fiscal year:

<u>STEP</u>	<u>CREDITS</u>	<u>RATE</u>
1	0-2	\$17.40
2	3-4	\$18.35
3	5-6	\$19.10
4	7-8	\$20.05
5	9-10	\$20.95
6	11-12	\$22.10
7	13-14	\$23.25
8	15-16	\$24.40
9	17-18	\$25.65
10	19-20	\$26.85
11	21+	\$28.20

Credits for placement on the salary schedule will be granted based upon degrees earned and service to the district within the unit from the teacher's last date of hire.

Full time teachers will receive two (2) credits per year. Part time teachers will receive one (1) credit per year. In order to be considered full time, a teacher must be scheduled to teach thirty (30) or more hours per week for two (2) semesters in a school year.

Credits will be given for degrees earned in programs related to the teacher's assignment, in accordance with the following schedule:

B.A./B.S.	0 Credits
M.A.	1 Credit
M.A.+30 and E.D.S.	2 Credits
Ph.D.	3 Credits

The thirty (30) credit hours for purposes of the M.A.+30, must be earned subsequent to the attainment of a Masters Degree.

In all instances, the degrees must be in areas directly related to the teacher's assignment.

New hires may be given credit for prior experience at the discretion of the District. This provision shall not be interpreted to mean the District must give credit to a teacher with prior experience.

Teachers will be placed in accordance with their credit status at the beginning of the fiscal year. Teachers must work two (2) semesters in a fiscal year to advance one step at the beginning of the next fiscal year.

- B. Teachers who do not receive a satisfactory evaluation, will not receive any credit toward step advancement for the year, and may be frozen at the prior year's hourly pay rate for the succeeding year.

A satisfactory evaluation in the succeeding year will result in the teacher being placed at the step closest to, but not less than, his/her prior year's pay rate.

- C. Teachers will be paid \$11.60 per hour for attendance at meetings and involvement in other activities which are required by the district. This rate will not be applied to the first three (3) staff meetings of a semester or two (2) staff meetings per term.

- D. For every ten (10) hours of scheduled instructional time in a semester/term, the teacher will be eligible for one (1) hour of program planning and development time pay at the rate of \$11.60 per hour.

The time will be at the option of the teacher and the schedule will be either collaboratively developed with the administration or otherwise approved.

Such time will be scheduled on site and is intended to provide time for planning, coordination and accessibility by other staff members and students.

Approved hours are to be submitted in the payroll period in which they are worked.

Hours worked under section C and D will not be utilized in the calculations for benefit eligibility under this agreement.

ARTICLE 17--DURATION

- A. The negotiations of a successor contract shall begin at least sixty (60) days prior to the expiration of this Agreement.
- B. This Agreement shall become effective upon ratification by the Board and shall continue in effect until June 30, 1996. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

- C. The parties agree that Article 16 and not more than two (2) other articles, will be subject to renegotiations for the 1995-96 contract year.

FOR THE ASSOCIATION

Tom Paent
President

FOR THE BOARD

Kathy Mattes
President

APPENDIX A
GRIEVANCE REPORT FORM

Grievance # _____

GRIEVANCE REPORT

Submit to Principal in Duplicate

Distribution of Form

1. Superintendent
2. Director of Community Education
3. Association
4. Grievant(s)

Building

Assignment

Name of Grievant

Date Filed

STEP 1

A. Date Cause of Grievance Occurred _____

B. 1. Statement of Grievance _____

2. Relief Sought _____

Signature

Date

C. Disposition by Principal _____

Signature

Date

If additional space is needed in reporting
Section B-1 & 2 of Step I, attach an
additional sheet.

(Note: Continued)

D. Position of Grievant and/or Association _____

_____/_____
Signature Date

STEP II

A. Date Received by Superintendent or Designee _____

B. Disposition of Superintendent or Designee _____

_____/_____
Signature Date

C. Position of Grievant and/or Association _____

_____/_____
Signature Date

STEP III

A. Date Received by Board or Designee _____

B. Disposition of Board or Designee _____

_____/_____
Signature Date

C. Position of Grievant and/or Association _____

_____/_____
Signature Date

STEP IV

A. Date Submitted to Arbitration _____

B. Disposition and Award of Arbitrator _____

LETTER OF AGREEMENT
between the
HASLETT SCHOOLS BOARD OF EDUCATION
and the
HASLETT PUBLIC SCHOOLS ADULT EDUCATION TEACHER ASSOCIATION/MEA

RE: Settlement Agreement -- Initial Contract

It is hereby agreed by the parties set forth above as follows:

1. A "one-time off-schedule" ratification bonus will be paid to teachers. The total outlay for the bargaining unit will be \$5,000.
This payment is in recognition that the teachers have had no salary increase (other than increment for the 1992-93 and 1993-94 fiscal years) and in further recognition of the district's financial circumstance.
2. The payment to eligible teachers will be made within thirty (30) calendar days of ratification of the master contract by both parties.
3. The distribution of the \$5,000 is based upon hours of assigned instruction over the previous two fiscal years as follows:

<u>Name</u>	<u>Hours Worked 1993-1994</u>	<u>One Time Off Schedule Payment</u>
Benvenuto	870.00	370.00
Bianchi	300.00	235.00
Brown Faust	341.25	235.00
Bunn	234.00	75.00
Chirgwin	480.00	235.00
Crawford	180.00	125.00
DeHaan	300.00	235.00
DeVeau	210.75	75.00
Doneson	1,128.50	370.00
Fedewa	120.00	125.00
Ferguson	960.00	370.00
Gliozzo	962.00	370.00
Hawks	962.00	370.00
Hill	660.00	370.00
Ihrig	360.00	235.00
Moulin	406.25	125.00
Paine	120.00	125.00
Pertler	2,000.00	370.00
Quiring	120.00	125.00
Reid	720.00	225.00
Rushcamp	344.50	235.00
		<u>\$5,000.00</u>

4. Once payment is issued to the eligible teachers, this agreement will terminate and cease to be binding upon the Board.

Kathy Mattie
For the Board

12/13/94
Date

Tom Pami
For the Association

12/13/94
Date

LETTER OF AGREEMENT
between the
HASLETT PUBLIC SCHOOLS BOARD OF EDUCATION
and the
HASLETT ADULT EDUCATION TEACHERS ASSOCIATION/MEA/NEA

Re: Initial Seniority List--Placement of Sue Doneson

It is hereby agreed by the parties set forth above as follows:

1. Notwithstanding the provisions of the initial collective bargaining agreement to the contrary, the parties agree to grant certain service time prior to her being rehired on August 28, 1994, as a condition of the settlement at the request of the Association.
2. The granting of such time will apply only to Sue Doneson and will not be granted for any other current or future employee.
3. Sue Doneson will be given the year of seniority credit for her year of absence in 1983-84 but will not be given a year of credit for 1988-89 due to her voluntary resignation and subsequent rehire. As a result of these adjustments, Sue Doneson will be aligned with an original seniority date of 9/15/81 rather than 8/29/89.
4. In that the contract standard is to measure certain time from the last date of hire (i.e., 8/28/89 in the instance of Sue Doneson), at the request of Ms. Doneson and the Association, her prior service will be credited. Such credit will not be deemed precedent setting in that it is prohibited under the terms of the initial contract.

It is further agreed that since this adjustment does impact other bargaining unit members, that there will be no grievances filed (or supported by the Association) and that should any employee pursue action outside of the contracts remedial procedures, the Association will save the Board, including individual members and administrative employees, harmless against any and all claims, damages, suits or other forms of liability which may arise as a result of granting Ms. Doneson's prior service time.

Kathy Mottet
For the Board

12/13/94
Date

Tom Pami
For the Association

12/13/94
Date

