

Master Agreement

Between

Hastings Area School System

Board of Education

And

Hastings Education Association

2011-2013

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This Agreement is entered into this 12th day of October by and between the Board of Education of the Hastings Area School District, Hastings, Michigan, hereinafter called the "Board" and the Hastings Education Association, hereinafter called the "Association".

Witnesseth

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of the Hastings Area School District is their mutual aim and that the character of such education depends predominantly upon the quality and morale of the teaching service, and

WHEREAS, the members of the teaching profession are particularly qualified to assist in formulating policies and programs designed to improve education standards, and

WHEREAS, the Board is required by law to negotiate with the Association on wages, hours, and terms and conditions of employment, and

WHEREAS the Board and the Association through negotiations in good faith have reached agreement on all such matters and desire to execute this contract covering such agreement.

Article I **Recognition**

- A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section 11 of the Michigan Public Employment Relations Act, MCL 423.211, for all professionally certified teaching personnel in grades K-12, also including "heads of departments", counselors, media specialists, school social workers, speech therapists, and instructional suspension room teachers, employed by the Board in the K-12 program, but excluding: administrative, non-teaching supervisory, non-teaching nursing, clerical, maintenance, transportation, food service, all other non-certified personnel, and substitutes. The term "teacher" when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined, and references to male teachers shall include female teachers.
- B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement. 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, and provided that the Association has been given opportunity to be present at such adjustment.
- C. Each teacher shall, as a condition of employment, on or before thirty (30) days from the date of commencement of duties, join the Association or pay the appropriate service fee to the Association, which shall be established in compliance with all applicable legal requirements and shall not exceed the amount of dues and fees uniformly required of the members of the Association, including local, state, and national dues. The teacher may authorize payroll deduction for such fee. In the event that the teacher shall not pay such service fee directly to the Association, or authorize payment through payroll deduction, the Board shall, pursuant to MCL 408.477 and at the written request of the Association, deduct the service fee from the teacher's wages and remit same to the Association after following the procedures described below. Payroll deductions made pursuant to this provision, shall be made in equal installments from the remaining pay checks of the teacher for the applicable year.

The Association, in all cases of service fee deduction pursuant to MCL 408.477 shall notify the teacher in writing (by certified mail) of non-compliance prior to requesting the deduction. This notice shall detail the non-compliance and shall provide ten (10) days for compliance and further advise the teacher that a request for service fee deduction may be filed with the Board in the event compliance is not effected. If the teacher fails to remit the fee or fails to authorize deduction for same, the Association may request the Board to make the deduction. The Board, on receipt of the request from the Association for a service fee deduction, shall provide the teacher with an opportunity for a due

process hearing. This hearing shall address the question of whether or not the teacher has remitted the service fee to the Association or has authorized payroll deduction of the same.

When a teacher objects to the appropriate amount of the representation service fee, the amount of the deduction contested shall be placed in an escrow account as may be required by law until a determination of the appropriate amount of the deduction has been made. The remedies of internal union objection procedures shall be exclusive and unless and until such procedures, including any administrative or judicial review thereof, shall have been exhausted, no dispute, claim or complaint by an objecting teacher concerning the application and interpretation of this provision shall be subject to the grievance procedure set forth in this Agreement.

The Association will certify at least annually to the Board and at least fifteen (15) days prior to the date of the first payroll deduction for the service fees, the amount of said fees to be deducted and that said fees include only those amounts permitted by this Agreement and by law. The Association agrees to cooperatively discuss and exchange information with the Board regarding the Association's service fee collection and objection procedures. The Association agrees, upon request from the Board, to provide the Board for its review a copy of the Association's current policy and procedures regarding teacher objections to Association fees and/or expenditures, together with a copy of all materials annually distributed by the Association and its affiliates to bargaining unit members who choose not to join the Association and/or object to representation service fees.

- D. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be possible, from the paychecks of each teacher, over the first twenty (20) pay-periods of each school year. Moneys so deducted shall be remitted to the Association, or its designee, no later than thirty (30) days following the deduction.

Due to certain judicially established requirements, the Association represents that the amount of the service fee charged to non-members 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 service fee by non-members shall be activated not less than thirty (30) days following the Association's notification to non-members of the fee for that given school year, with accompanying information pertaining to objection procedures relative to the establishment of that service fee.

- E. In the event of any legal action against the Board brought in a court or administrative agency because of its compliance with Section C of this Article, the Association agrees to intervene and defend against such action, at its own expense and through its own counsel, provided:
 - a. The Board gives the Association timely notice of such action and permits the Association to intervene as a party if it so desires, and,
 - b. 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 at both trial and appellate levels.
 - c. The Association shall have the authority to compromise and settle any claims which it defends under this section, provided the Board does not incur any expense, liability or responsibility thereby and no obligation is imposed upon the Board by the terms of any such compromise or settlement.

The Association agrees that in any action so defended or in any such action defended by the Board, it will indemnify and hold harmless the Board, including each individual school board member and its agents, against any and all claims, demands, costs, suits, damages, awards, judgments or other forms of liability and expense, including but not limited to back pay, damages and all court or administrative agency costs and any compensation paid under the Michigan Employment Security Act, that may arise out of or by reason of the action or legal stance taken by the Board for the

purpose of complying with Section C of this article. The Association pledges and agrees that it will not contest in any way the enforceability of this provision or seek to be excused from the commitment herein and that it will intervene and defend against any legal action from any party seeking to have this provision voided to any extent, when requested by the Board.

- F. A bargaining unit member who, because of sincerely held religious beliefs or due to adherence to teachings of a bona fide religion, body or sect which has historically held conscientious objection to joining or supporting labor organizations, shall not be required to join or maintain Association membership or otherwise financially support the Association as a condition of employment. However, such bargaining unit member shall be required, in lieu of periodic dues, service fees and/or initiation fees, to pay a sum equal to the agency service fee to a non-religious charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code. Donation shall be made to one of three such charitable organizations as mutually designated by the Board and the Association.

Article II **Rights of the Board**

- 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 the Constitution of the State of Michigan, and the United States, including, but without limiting the generality of the foregoing, the right;
1. To the supervision, direction and administrative control of the operation of the school district, its properties, equipment, and facilities;
 2. To hire all employees, determine their qualifications and the conditions for their continued employment, evaluate their performance, direct the activities and work of its employees and assign, transfer, promote, demote, discipline, suspend and/or discharge any employees;
 3. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students;
 4. To select and approve textbooks, materials and aids used for instruction of students;
 5. To determine class schedules, professional duties and responsibilities of teachers subject to Articles V, VI, and VII of this Agreement.
 6. To determine the size of the work force, positions of employment, job descriptions and whether to expand or reduce the work force and/or create, eliminate or modify positions of employment;
 7. To establish, continue or revise reasonable rules and regulations regarding the conduct and behavior of its employees, the manner and method of performing work and the procedures for administering and accounting for employee attendance and use of benefits;
 8. To determine the standards of operation and performance and determine the means, method and processes of performing and/or accomplishing the work to be done including the assignment and distribution of tasks and work among the work force of the school district and to determine the services, supplies and equipment to conduct its operation, including the distribution thereof.
 9. To determine the number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities and determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.

10. Determine the size of its administrative organization, its functions, authority, amount of supervision and table of organization.

- B. The exercise of the foregoing rights, authority, powers and responsibilities by the Board and/or its administrative agents, 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 provided such specific and express terms are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

Article III **Teacher Rights**

- A. Pursuant to the Michigan Public Employment Relations Act, MCL 423.201 et seq., the Board and the Association acknowledge that every teacher employed by the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities authorized by the Act for mutual aid and protection or to refrain from doing so. The Board and the Association agree that they will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by this Act and that they will not discriminate against any teacher with respect to hours, wages or any terms or condition of employment by reason of membership or non-membership in the Association, participation or non-participation in any lawful activities authorized by an act of the Association or in connection with collective bargaining negotiations between the Board and the Association or the institution of any grievance, complaint or proceeding under this Agreement with respect to any terms or conditions of employment.
- B. The Board specifically recognizes the right of the Association appropriately to invoke the assistance of the Michigan Employment Relations Commission, or a mediator from such a public agency, or an arbitrator appointed pursuant to the provisions of Article XVIII, Section C, Level Four of this Agreement, and the Board and the Association agree to be bound by any lawful order or award thereof.
- C. The Association and its members shall have the right, upon requisition, to use school building facilities at all reasonable hours for meetings provided such use does not conflict with any previously scheduled activity authorized by the school. The Association agrees to reimburse the Board for any damage to school property or loss occasioned by virtue of such use. Any notices of meetings must be signed by the Association Representative. Bulletin boards and other established media of communication shall be made available to the Association and its members.
- D. Pursuant to the Michigan Public Employment Relations Act (MCL 423.201, et seq, and the provisions of the Michigan Freedom of Information Act (MCL 15.231, et seq, the Board agrees to furnish to the Association, in response to requests from time to time, all available information which is relevant and necessary for the Association to process grievances, administer the terms of this Agreement, and/or conduct negotiations and formulate proposals for collective bargaining with the Board and furnish such other information as will assist the Association in developing programs on behalf of the teachers and their students. Likewise, pursuant to the Michigan Public Employment Relations Act (MCL 423.201, et seq), the Association agrees to furnish to the Board all available information which is relevant and necessary for the Board to process grievances, administer the terms of this Agreement, and or conduct negotiations and formulate proposals for collective bargaining with the Association, provided said information is neither personal nor confidential.
- E. The Association reserves the right to grieve in accordance with the procedure provided herein, within the definition of a grievance as set forth in this Agreement.

- F. The Board agrees to provide released time or compensation for the President(s) of the Association. Released time for a President from the Secondary level will consist of one (1) class period per day to be agreed upon by the President and the Board, preferably the last class period of the day. Released time for a President from the Elementary level will consist of two (2) half days or one (1) full day per week to be agreed upon by the President and the Board. Total compensation for the President(s) shall be equivalent to 25% of the B.A. (*) step for the current year. (*shall be equal to the number of years of experience that the President(s) have in that office.) The Association shall pay 60% of the cost of the President's released time or compensation and the Board shall pay 40%.

Article IV
Professional Compensation

- A. The salaries of teachers covered by this Agreement are set forth in Schedule A and subject to the provisions of Schedule A, which is attached to, and incorporated in, this Agreement.
- B. 1. The salary Schedule A. I. is for a normal teaching load as defined in Article VI. For extra duty which has received prior administrative approval, the teacher shall be entitled to appropriate professional compensation: in compensatory time; through a teacher's hourly rate; or in accordance with Sections E or F of this Article; or as listed in Schedule A. II, as may be applicable. The administration shall establish a system-wide list of additional activities for which compensatory time will be available and the amount of compensatory time associated with each.
2. Compensatory time is defined as personal leave earned by extra duty, and may be substituted for monetary payment.
- a. Accrued compensatory time may be used at the discretion of the teacher but shall be scheduled by the teacher in consultation with the administration. The scheduling of compensatory time is subject to the availability of substitutes. In the event of an insufficient number of substitutes, compensatory time will be allowed first to those teachers within a building who have made the earliest requests. Compensatory time may be used by the hour or day providing the teacher has approval from the superintendent, building administrator, or his/her designee.

Compensatory time and/or personal leave shall not be scheduled for use on more than three (3) consecutive school days contingent on the availability of substitutes as described above. Compensatory time shall not be scheduled for use during the first five (5) work days of the school year and during the last five (5) student days of the school year, unless otherwise approved by the administration. Furthermore, compensatory time may not be scheduled contiguous to Christmas, mid-winter and/or spring break.

- b. Compensatory time shall be credited and deducted as follows:
- (1) For substitution at the High School and the Middle School a "unit" of instruction shall be an instructional period of generally 45-61 minutes, there are instances where this time frame may vary based on inclusion of Channel One, announcements, assemblies and other activities. Five (5) "units" of instruction shall equate to one compensatory "day". Compensatory time can only be earned or used in whole "units".
- (2) For substitution at the Elementary level, compensatory time shall be credited and deducted in thirty (30) minute intervals.
- (3) With the exception of those activities previously designated, in writing, and recognized by the Board and Association as being credited with specified amounts of compensatory time, compensatory time earned (other than by substitute teaching) will be on the basis of six (6) hours worked (60 minutes = one "hour") equating to one (1) hour of compensatory time.

- c. A teacher may carry over a maximum of the equivalence of ten (10) days of accumulated compensatory time to the next school year. Should a teacher have more than ten (10) days of compensatory time accumulated at the end of the school year the teacher shall have the option of either converting his/her compensatory time he/she has accumulated beyond the ten (10) day carry over maximum into sick time at a one (1) compensatory day (or portion thereof) to one (1) sick leave day (or portion thereof) conversion rate or to receive compensation as described in ¶ B2(d) below.

For purposes of this provision, five (5) units (at the secondary level) or five (5) hours (elementary level) of compensatory time will equate to one day of compensatory time.

- d. At any time a teacher may trade compensatory time at the rate of \$100 per day. This amount will be prorated, where the compensatory time exchanged for compensation is less than a day, based on five (5) hours constituting one "day." Further, a teacher at their accumulated limit will be compensated for time earned beyond that limit at the rate of \$100 per day.
 - e. A time log will be kept by the administration. Scheduling of substitutes will not be the responsibility of the teacher.
 - f. A uniform procedure will be established for the processing of requests for compensatory time to the Assistant Superintendent, with the recommendation of the building principal. The decision of the Assistant Superintendent granting or denying the request shall be made in writing with a copy provided to the teacher.
3. The teacher's hourly rate is defined as .001 of the B.A. 0 step salary. It will serve as a unit from which payment or a stipend for extra duty can be derived. It is not required that such pay be on a unit per hour worked basis.
- C. The school calendar with legal holidays and vacation periods will be as listed in Schedule B. There shall be no deviation from this agreed schedule without mutual agreement between the Board and Association.
 - D. At the discretion of the administration, up to three teachers (the grievant and two others) may be released from regular duties during the school day without loss of pay or benefits for the purpose of discussing and/or processing a grievance, or for other matters with the agreement of both parties.
 - E.
 1. At the beginning of the school year, each teacher may sign up to receive either the amount specified in ¶ E(2) or E(3), as applicable, or the compensatory time for substitute teaching. Such selection may be amended, in writing, at any time during the school year.
 2. Any Senior High or Middle School teacher substituting in any classes other than the normal teaching load shall be paid \$20.00 for each "unit" of instruction (see ¶ B2(b)(1) above), or corresponding compensatory time per class as described in ¶ B2(b) of this Article.
 3. Should an elementary teacher take classes normally taught by special teachers, (i.e. music, physical education, art, and media) he/she shall be paid \$10.00 for each thirty (30) minute interval (rounded to the nearest half-hour), or corresponding compensatory time.
 4. At the beginning of each school year or as new duties are identified, teachers may submit requests for compensatory time for consideration under Article IV.B.1. Compensatory time shall be considered only for those activities which are beyond the scope of the teacher's normally expected professional responsibilities and which would be regarded as voluntary in nature. If a request for compensatory time for these duties is denied, the teacher will not be adversely evaluated or pressured if he/she refuses to perform voluntary activities not reasonably otherwise within the scope of his/her professional assignment.

- F. Counselors and/or Media Specialists required to work in addition to the teacher work days specified in Schedule B, shall be compensated for the additional work time at the teacher's hourly rate as defined in Article IV. B.3.
- G. For teachers hired on or before July 1, 2009 the district will pay for up to 6 credit hours in a five year period beginning September 1, 2011, for graduate or undergraduate level classes at an accredited institution of higher education subject to the following limitations:
 1. Teachers should apply for permission to take a course at least thirty (30) calendar days in advance of the beginning of the course on a form provided by the district.
 2. The course must be approved by the district.
 3. The teacher must provide documentation of the cost of the course, and proof of his/her successful completion with a grade (or the numeric equivalent) of "B" or better in order to be reimbursed.
 4. Credits will be reimbursed at no more than \$200 per credit hour.
 5. A teacher may not be reimbursed for more than 3 credits per year.
 6. The district will establish an annual budget of \$21,000 for tuition reimbursement. Reimbursements will be made three times per year; at the end of February, June, and October. \$7,000 will be allotted for each semester; however, unused money will rollover from semester to semester, but not into the next school year. In the event that approved tuition reimbursement exceeds \$7,000 in a semester, reimbursement will be divided proportionally among the staff who receive approval for tuition reimbursement during that semester.

Article V
Teaching Hours

- A. Teachers shall be at their assigned classroom within the building as follows:

For 2011-2012 school year

High School: 7:45 a.m.—3:30 p.m.
All Others: 7:50 a.m.—3:35 p.m.

For 2012-2013 school year

High School: 7:45 a.m.—3:20 p.m.
All Others: 7:50 a.m.—3:25 p.m.

It is agreed that the above times may be changed, by no more than twenty (20) minutes, by the Board upon prior notice to the Association. All teachers shall have a regular workday which will not exceed seven (7) hours forty-five (45) minutes, inclusive of lunch period.

All teachers are responsible for the supervision of pupils during the passing of students between classes. In performing this duty teachers shall be stationed in the hallway area near their classrooms or at their classroom door. It is recognized that circumstances may occasionally require the presence of the teacher elsewhere.

On days preceding holidays, teachers are free from duty when buses transporting students to their homes leave the building.

Adjustments in the teacher workday, beyond those identified above, may be necessary to comply with requirements of the Revised School Code and/or State Aid Act for additional instructional hours to be provided to students in order to assure full receipt of foundation allowances and other appropriations.

Implementation of any adjustments not addressed above shall be subject to negotiation between the Board and the Association at that time.

- B. Duty free lunch periods will be at least 25 minutes in the secondary schools and will be 45 minutes in the elementary schools.
- C. Both the Board and the Association desire to encourage innovation and flexibility at the building level while preserving the mutual commitments expressed in their collective bargaining agreement. To that end, if 2/3 of the teachers in a given building and the building Principal desire to introduce restructuring or other changes which would otherwise be prohibited or limited by a contractual provision, the teachers and Principal may respectively make written requests to the Association and Board for an exception to the Master Agreement. It is recognized that any such exception, prior to implementation, is subject to ratification by both the Board and Association. In that event, the exception shall be memorialized in a Memorandum of Agreement which shall be executed between the parties.

Article VI
Teaching Loads and Assignments

- A. The normal daily/weekly teaching load shall be:
 - 1. The High School and Middle School will be either a six (6) period day with twenty-five (25) teaching periods and five (5) conference periods or a seven (7) period day with thirty (30) teaching periods and five (5) conference periods.
 - 2. In coordination with the Assistant Superintendent (or designee), building principals, in cooperation with their staff(s), will endeavor to establish for each elementary teacher, daily planning time totaling 225 minutes per week to occur during the student instructional day. The Assistant Superintendent shall, upon request of the Association, consult with designated Association representatives regarding the scheduling of special subjects personnel at the elementary level.

In the secondary schools, the normal student to qualified counselor ratio shall not exceed 350.

Any departure from these norms, except in case of emergency, shall be subject to prior consultation with the Association. In the event of a disagreement between the Board and the Association as to the need and desirability of such deviation, the matter may be processed through the professional grievance procedure in Art. XVIII.

- B. Teachers will attend all programs, assemblies, and pep meetings that are scheduled during their teaching periods. The Board agrees to continue to hire substitutes (subject to the availability of substitutes) on days when scheduled special teachers cannot be available. Elementary teachers shall be responsible for supervision of recess and may accomplish this on a rotating basis within a building to the extent permitted by the Michigan Department of Education for counting such intervals as student instruction time.
- C. Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not be assigned, except for good cause and only temporarily (up to one year), outside the scope of their minimum qualifications without prior consultation of the Association. Any such assignment shall be reviewed each school year.
- D. Teachers who may be affected by a change in grade, subject, or building assignment shall be consulted by their principals as soon as practical. No decision to make a change from the current year's grade, subject, or building assignment shall be made without such consultation. Teachers shall be tentatively notified of their entire paid classroom teaching assignment including grade, specific subject, non-reimbursable extra-duty, and building assignment by the last instructional day of the school year. Changes after that date may be made by notification to the teacher, in writing.

- E. 1. The district may hold up to two (2) required school improvement meetings per month after school. These meetings will normally be scheduled for the 2nd and 3rd Mondays of the month, except when otherwise agreed upon by both parties.
- 2. Building staff meetings can be held during the school day.
- 3. Administrators may call meetings for specific purposes. These meetings will not be scheduled on a regular basis.
- 4. All of the above meetings will normally be up to one (1) hour in length and teachers are required to attend meetings unless excused ahead of time by their principal.
- F. The Board and the Association require, as a part of the teachers' professional responsibilities, participation at all school-sponsored open houses and parent-teacher conferences as described in Schedules B and C. Effort will be made to refrain from scheduling meetings during parent-teacher conference weeks. Deviations from the conference and/or open-house schedules set forth in Schedules B and C may be mutually approved by the building principal and 2/3 of the building's faculty member(s).
- G. To facilitate staff input regarding educational matters, teachers may be asked to serve on professional committees. Such committee work that requires significant personal time and commitment may be subject to compensatory time or other reimbursement. The Association shall be notified of committee appointments to system-wide committees prior to the implementation of the committee.
- H. The following screening and placement procedures shall be followed in the assignment of supervising teachers:
 - STEP 1: Principals shall forward the personal data sheets of the approved applicants to qualified supervising teachers. Such teachers shall have tenure in the system and have a professional education certificate or its equivalent. If the prospective supervising teacher has reservations about accepting the student teacher, he should confer with the Principal.
 - STEP 2: The supervising teacher shall present the student teacher with an overview, course of study, and list of objectives. Methods of instruction and expected student teacher conduct shall also be discussed.

Student teachers will not be used as substitutes in any classrooms except in those in which they are assigned for student teaching, and then only under direct supervision. No teacher shall be expected to have more than one student teacher per year.
- I. Teachers who apply for Extra Duty positions in Schedule A. II. shall receive a job description prior to acceptance of the position. Any new Extra Duty positions shall be added to Schedule A. II. before the positions are filled.

Article VII
Teaching Conditions

- A. The Board and the Association recognize that the availability of optimum school facilities for both student and teacher is desirable to ensure the high quality of education that is the goal of both the Association and Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach, and, thus, the organization of the school and the school day should be directed at ensuring that the energy of the teacher is primarily utilized to this end.

- B. Guidelines for class size are established in terms of a desirable range of pupil/teacher ratio. Paraprofessional time or compensation as specified herein is to be provided if the range and/or ratio is exceeded on or after the state count day of each semester. The building principal will meet with any teacher whose class(es) exceed the range and/or ratio to confirm the amount of paraprofessional time or compensation to be provided. This meeting will occur within five (5) work days of the range and/or ratio being exceeded.

For grades six through twelve, the average pupil/teacher ratio for classes, other than Music, Typing/Keyboarding/Computer Skills (MS) and Physical Education, shall be 29:1 and shall apply to each teacher separately. If the ratio is met, the class range will be disregarded. However, administration will strive to keep class size numbers balanced within the recommended range.

The district will provide one (1) of the following: one (1) hour of paraprofessional time for every five (5) pupil-hours above the listed range; one-half (1/2) unit of compensatory time (one-half hour at the elementary level) for every five (5) pupil-hours above the listed range; or \$20.00 for every five (5) pupil-hours above the listed range.

EXAMPLE: A secondary teacher instructs one student in excess of the ratio. For each week the overload exists, the teacher shall earn a .5 unit of compensatory time (i.e., 1/2 of 1 unit) for each student over the ratio.

EXAMPLE: An elementary teacher instructs one student in excess of the range for an entire instructional day. For each week the overload exists, the teacher would accrue 2.5 hours of compensatory time (i.e., 5 pupil hours = 1/2 hour x 5 days = 2.5 hours).

The paraprofessional time or compensation will be limited to the number of pupil-hours that the teacher is assigned a student or students over the range and shall be prorated should the number of students over the range either increase or decrease during the semester.

For this calculation only, a full-day of one (1) student over the range will be equal to five (5) hours of eligibility for paraprofessional time or other compensation specified in this subsection. If paraprofessional time is to be used, the paraprofessional time will be made available within ten (10) work days of the meeting of the principal and the teacher, and will be prorated back to the first day of the overload. If compensation is to be provided as specified herein, the compensation will commence within ten (10) work days of the meeting of the principal and the teacher, and will be prorated back to the first day of the overload. Teachers who have been given an assignment that places them over the range during the first two weeks of the semester but the number of students is adjusted as to bring the teacher's assignment back under the upper end of the range by the end of the first two weeks of the semester are not eligible for any compensation or paraprofessional time.

1. Class or level	Range
a. Young 5's	18-23
b. Kindergarten	18-26
c. First grade - second grade	18-27
d. Third grade - fifth grade	18-28
e. Sixth grade - twelfth grade	20-29
f. Alternative Education	15-24
g. Remedial classes*	15-27

h. HS and MS Physical education	24-37
i. Seat Time Waiver	25-35

*Remedial classes are defined as: All classes labeled "Applied" (H.S.), Algebra Readiness (H.S.), and Applied Language Arts 9-10 (H.S.). It is understood that future classes with similar criteria will fall under these guidelines.

2. Classes not listed are not included in the above ranges. However, any teacher may confer with building principals to discuss class size problems and possible solutions.
3. Any chemistry or computer-based class with permanently established learning stations may not exceed a student load greater than the number of those learning stations.
4. Special education students shall be counted only for the time they are regularly scheduled to be in the teacher's classroom. If a special education student is being provided educational services by another teacher, that pupil will not be counted for that interval on the regular teacher's class load.

Classes that are team taught or co-taught with a special education teacher (i.e., the special education teacher is regularly assigned to the classroom) shall be subject to the above ranges for individual classrooms. Any remedy for exceeding the class size ranges shall be allocated equally between the special education teacher and the regular classroom teacher.

5. Any of the above limitations may be exceeded after the state count day of each semester to allow for enrollment of new students. Paraprofessional time or compensation, as selected by the teacher, will be provided, on a pro-rated basis, as defined above.
 6. During the first two weeks of school, students shall be reassigned in classes and/or buildings as necessary to provide for class loads to be as evenly balanced as is practicable.
- C. The Board recognizes that appropriate texts, including integrated textbooks and supplementary materials dealing with minority group contributions, library reference facilities, maps and globes, laboratory equipment, current periodicals, standard tests and questionnaires, computerized services (hardware, software, forms), and similar materials are the tools of the teaching profession. The parties will confer as need arises for the purpose of improving the selection and use of such educational tools and the Board agrees to promptly consider the implementation of all joint recommendations thereon made by its representative and the Association.
 - D. The Board shall require that each teacher shall prepare proper daily lesson plans. In addition, teachers shall provide information necessary to assist substitute teachers in their temporary assignment.
 - E. The Board and the Association agree that major effort shall be made to reduce the number of non-professional responsibilities. As part of its responsibility, the Board shall provide service to reproduce, in a timely manner, learning materials for teachers who wish to avail themselves of such service.
 - F. Under no conditions shall a teacher be required to drive a school bus or to assist in fund raising activities as part of his/her regular assignment.
 - G. The Board shall make available in each school adequate lunchrooms, lounges, equipment and lavatory facilities for teacher use. The Board agrees to meet and confer with the Association to seek mutually acceptable solutions where these conditions do not exist.

- H. Adequate parking facilities shall continue to be made available to teachers for their exclusive use during the teaching day. The Board agrees to meet and confer with the Association to seek mutually acceptable solutions where these conditions do not exist.
- I. All teachers will be paid on a twenty-six (26) pay period schedule. If a teacher provides written notification to the Business Office by May 15, he/she shall be paid the remaining balance of salary for that school year on the 21st pay. If extenuating circumstances arise after May 15, exceptions will be considered.
- J. School mail boxes shall be placed in each building with the delivery of school mail, school communications and payroll to the boxes. This delivery shall be on a daily basis if there are items for delivery.
- K.
 - 1. The Board and Association agree that when an Act of God or an employer directive forces the closing of a school or other facility of the Board, teachers shall be excused from reporting to duty and shall suffer no loss of pay for the day.
 - 2. If the Board is required by law to reschedule any such days or hours, teachers shall work such days or hours without additional pay or benefits. Such days/hours shall be scheduled in the order that they are listed in Schedule B, and may be rescheduled on a district, building, or grade basis.
 - 3. School-sponsored activities and practices (at staff request and with the approval of the administration) may be held if improved weather conditions permit. Teachers unable to attend because of weather conditions will not be penalized.
 - 4. The Board and the Association agree that when an Act of God causes a teacher to be unable to report to work (or to report to work late) such absence shall be charged to compensatory time, personal leave, or sick leave. The teacher shall notify his/her supervisor immediately. The teacher must make every reasonable effort to report under the circumstances. Should the teacher have exhausted such leave time, then the teacher's pay shall be reduced by the current substitute teacher pay rate for each day missed or by a prorated portion of the day missed.
 - 5. When the opening of school is delayed, teachers will report no later than 15 minutes before classes actually begin. When students are released early, teachers will be allowed to leave 15 minutes later.
 - 6. It is understood that the provisions of this Agreement pertaining to days of student instruction and student instructional hours are intended to comply with requirements which permit full receipt of State Aid without penalty. Should State law require fewer days or hours be rescheduled than provided in this contract, the Board and Association shall meet to revise the School Calendar.
- L. The Board, the Association, and each teacher agree to work to improve classroom conditions that are not conducive to good health and good education. The parties agree to meet and confer to seek mutually acceptable solutions where these conditions do not exist.
- M. The district agrees that generally it will work to avoid assigning more than three separate class preparations per semester to teachers at the middle school and high school. However, when the district determines it is necessary to do so, it will first meet with the affected teacher to explain and discuss the situation and seek mutually acceptable solutions.
- N. Least Restrictive Environment/Medically Fragile
 - 1. Application of this section shall apply to identified special education students in the following categories; SEI, SCI, SXI, MoCI, PI, OHI, SLD, MiCI, EI, ASD and medically fragile students.

2. No bargaining unit member shall be required to provide custodial care or school health service (Defined as an act or function constituting the "Practice of Medicine" within the meaning of the public health code [MCL 333.17001]), except in an emergency situation. If a teacher will be providing instructional or other services to a student listed in sub-section 1, the teacher, or another adult who will be present when the instruction or other services are being provided, will be advised of the steps to be taken in event an emergency arises related to the student's medical condition.
 3. If a teacher has a reasonable basis to believe that a student with a disability has a current individual education plan (IEP) that is not meeting the student's unique needs as required by law, the teacher will advise his/her principal of that opinion in writing.
 4. On a case-by-case basis, the Board will determine what training and other support should be provided to a teacher who will be providing instructional or other services to a student with a disability. If a teacher disagrees with the Board-determined training and support, the teacher may appeal to a committee composed of two (2) teachers elected by the Association and two (2) administrators selected by the Superintendent. The committee shall invite a fifth (5th) person to participate with the committee. The committee shall determine the appropriate training and/or support services.
 5. The Board and Association acknowledge that the policy of Least Restrictive Environment is legally mandated. It is also recognized that the extent to which any individual student with a disability should participate in regular education programs and services involves consideration of that student's unique needs as determined by an Individual Educational Planning Committee (IEPC). Although it is agreed that the participation and right to participation of a student with a disability in regular education programs and services cannot be affected by this Agreement, the Board does agree to consider how the placement of a student with a disability will affect teachers when determining the placement of a student with a disability.
 6. The Board shall determine the need for a teacher who will be providing instructional or other services to a student with a disability to participate in the IEPC which may initially place (or continue the placement of) the student in a regular education classroom. The Board shall provide release time in the event the Board directs or authorizes a teacher to attend an IEPC which is scheduled during the time the teacher is assigned to teach a class.
- O. For Michigan Department of Education mandated tests, such as the Michigan Merit Exam or its successor, that are administered during normal teaching hours, a teacher may be required to proctor such a test(s) in lieu of his/her normal teaching duties provided that said teacher receives the equivalency of his/her conference time and duty-free lunch during that testing day. Should it be necessary for a teacher or teachers to read such tests to a student or students the assignment of these test readers will be made in the following order until the number of teachers required to read the test is satisfied: 1) any volunteer teacher 2) any teacher who it is part of their regular assignment to read tests to students 3) any teacher who has special training in reading materials to students 4) teachers within a specific subject area for which the test is being administered 5) remaining teachers in reverse order of seniority to the district. The Board may require teachers who do not have an assigned proctor position or normal teaching responsibility to participate in professional development and/or school improvement activities provided they allow for the equivalency of his/her conference time and duty-free lunch for that day.

Article VIII **Definitions**

- A. "Certification" shall be defined as a valid Michigan teaching certificate.
1. The teacher represents that he holds all certificates, endorsements and approvals required by law

and Michigan Department of Education regulation to serve in the position assigned. Failure to hold any such certificates, endorsements or approvals shall be cause for termination. Further, it is the teacher's responsibility to file such certificates, endorsements or approvals with the school district. The certification status of a teacher on file with the school district shall be considered conclusive for all purposes under this contract. Should a teacher seek to nullify or otherwise limit one or more endorsements or grade level certifications appearing on his/her teaching certificate at any time after March 15 and before the next ensuing January 31, such teacher, if tenured, shall immediately have his/her seniority placement and date adjusted to the position on the seniority list immediately above the most senior probationary teacher unless that adjustment would result in an increase in seniority for the tenured teacher. If the teacher seeking to nullify or limit the endorsement or grade level certification is probationary, his/her seniority placement and date shall immediately be adjusted to the position immediately below the least senior probationary teacher.

2. A non-certificated teacher meeting the requirements of Section 1233 b of the Revised School Code, a non-certificated counselor employed under Section 1233 of the Revised School Code or a non-certificated speech and language services teacher meeting the requirements of Section 1237 of the Revised School Code (or their successor provisions) shall be considered to be certified teachers for purposes of this contract.
3. The teacher shall provide written notice to the Board and Association of any change to his/her certificates, endorsements, licenses, or approvals after the original filing of same with the District. This shall include notice of any additional endorsements, nullification, revocations and any limitations thereon. The teacher shall further notify the Board and Association, in writing, in the event that he/she requests the State Board of Education to completely nullify his/her certificate or if he/she petitions the State Board of Education for partial nullification or limitation of his certificate, one or more endorsements thereon, or a grade level certification appearing on the certificate.

B. Minimum Qualifications shall be defined as:

1. In the elementary grades (K-5), the holding of a Michigan teaching certificate which is valid to serve in the position assigned. For positions in special areas (such as counseling, music, physical education, library, art, science consultant and gifted and talented) the teacher must possess a major, minor, or if a special certification exists, substantial special training will be acceptable.
2. In grades 6-8, the holding of a Michigan teaching certificate which is valid to serve in the position assigned. In addition, the teacher must have a major or minor in the subject areas to be taught, or a sufficient number of credit hours in those academic areas to meet accrediting agency standards.
3. In grades 9-12, the holding of a Michigan teaching certificate which is valid to serve in the position assigned. In addition, the teacher must have a major or minor in the subject areas to be taught, or a sufficient number of credit hours in those academic areas to meet accrediting agency standards.
4. The Board agrees, for 1, 2, and 3 above, that the requirements (other than certification) may be waived if the teacher has a minimum of one (1) year experience at grade level(s) or in the subject area(s) within the last three (3) years of employment within the district.
5. In addition to satisfying the standards established in B(1)-(4) above, a teacher must meet all applicable standards for a "highly qualified" teacher under the No Child Left Behind Act of 2001, including the NCLB Final Regulations, 34 CFR § 200.55-200.56, and the Michigan Definition for Identifying Highly Qualified Teachers, as approved by the State Board of Education.

C. "Seniority" shall be defined as length of continuous, contracted service within the bargaining unit as of

the teacher's effective date of employment. "Effective date of employment" is defined as the earliest date of any of the following alternatives:

1. The first day the teacher reported, or was scheduled to report, for work in his regular contractual position, or
2. The first day the teacher was placed on salary as a long term substitute, providing there was no break exceeding ten (10) days between service as a long term substitute and the regular contractual teaching position, or
3. The first day the teacher reported to work in a position that is currently within this bargaining unit, but was instituted, in, and formerly administered by, another school district or government agency, as a predecessor to the Hastings Area School System.

In the event of equal seniority, all individuals so affected will participate in a drawing to determine placement on the seniority list. The Board and the Association shall set the time and place of said drawing and representatives of both parties shall have the opportunity to be present. Bargaining unit members so affected will be notified in writing of the date, place and time of the drawing. Such a drawing will take place prior to March 1.

The Board shall prepare a seniority list and deliver the same to the Association President by March 10 annually. If the Association believes that the seniority list so submitted is inaccurate for any reason, it shall notify the Superintendent of the alleged error(s), in writing, by March 31.

The definition of "seniority" does not denote seniority in a building, grade or subject.

Any teacher who shall be transferred to a supervisory or administrative position, and shall later return to teacher status, shall retain all seniority earned prior to such transfer to supervisory or administrative status.

- D. "Continuous service" begins with the last date of hire and continues until termination of employment or transfer from the bargaining unit, subject to the following:
1. Leaves of absence (paid and unpaid) granted pursuant to the terms of this Agreement and periods of layoff shall not interrupt continuous service and seniority shall continue to accrue during all such periods on or after the commencement of the 1986-1987 school year. With respect to periods prior to the 1986-1987 school year, seniority shall be determined by the content of a Letter of Agreement between the District and the Association entered into in March, 1999.
 2. A teacher shall lose all seniority rights if he retires, resigns or is discharged.
- E. Vacancy shall be defined as a newly created position or a present position which becomes unfilled by reason of permanent separation, transfer or reassignment.
- F. Transfer shall be defined as a change from one building to another.
- G. Assignment shall be defined as the specific class or classes the teacher shall teach.
- H. Unit shall be defined as a personnel structure under a building principal. A building that normally has its own principal shall not be considered part of another "unit" when another principal's personnel structure is enlarged to include that building.
- I. Reassignment shall be defined as an assignment change within a unit or building.
- J. Last day of school shall be defined as the last day of instruction.

- K. Professional background shall be defined as those attributes other than seniority and minimum qualifications which allow a teacher to satisfactorily perform assignment duties. Such positive attributes include experience, training, skills, evaluations, achievements, interests and contributions.
- L. Conference period shall be considered synonymous and interchangeable with “preparatory period” and “planning period”. The conference shall be of at least the following duration:
 - 1. High School and Middle School – an average of not less than fifty five minutes per day over a one week period.
 - 2. Elementary schools - the number of weekly minutes identified in Article VI of this Agreement unless by mutual agreement some other time frame is designated.

Article IX
Vacancies, Transfers and Reassignments

- A. At any time, a teacher may apply for a vacancy, transfer, or reassignment, in writing, on forms furnished by the Board, one copy of which shall be filed with the Superintendent and one copy shall be filed with the Association. The application shall set forth the reasons for desiring the position sought and the applicant's qualifications. Such applications may be renewed annually, briefly in writing, with the Superintendent. Any application not so renewed shall expire one year from the date of application.
- B. Transfer and Reassignment
 - 1. On or before February 1 of each school year, the Board shall request that any teacher desiring a transfer or reassignment for the following school year shall submit that request in writing according to Sec. A above. Such requests will be accepted through April 1.
 - 2. When a request for transfer/reassignment or awarding of a vacancy is denied, the reasons for denial shall be made, in writing, to an unsuccessful applicant if requested by that applicant within fifteen (15) days after receiving written notice of the denial.
 - 3. Unfilled requests will make up a Transfer/Reassignment Request List. The Board or its representative will provide the Association with an updated list by the last day of school.
 - 4. The parties recognize that involuntary transfers/reassignments may be made in response to enrollment conditions, financial circumstances and as a potential response to documented adverse teacher performance. The Superintendent or designee shall consult with the teacher involved prior to making an involuntary transfer or reassignment decision. Such consultation shall be for the purpose of identifying teacher interest in grade level, subject and building. The Superintendent shall notify, in writing, the affected teacher of the reasons for transfer if requested by the teacher.
- C. Vacancies
 - 1. Whenever the district determines a vacancy exists, the Superintendent shall promptly notify the Association and send an e-mail notice to all teachers and post notice of same on bulletin boards in each building for no less than five (5) working days before the position is filled, and direct a copy of the posting by mail (certified with return receipt, restricted delivery) to each laid off teacher.
 - 2. When a request for the vacancy is denied, the reasons for denial shall be made, in writing, to an unsuccessful applicant if requested by that applicant within fifteen (15) days after receiving written notice of the denial.

- D. The Board and the Association agree that it is most desirable that extra-duty positions be filled from current staff. The Board agrees to grant an interview to all current staff members who apply for extra-duty positions. In filling such positions, the Board agrees to consider the professional backgrounds of all applicants. When a request for such a position is denied, the reasons for the denial shall be made in writing to the current staff applicant within fifteen (15) days after the position is assigned. Extra-duty positions filled by persons outside the current staff shall be considered vacant at the end of each school year and current staff shall have the opportunity to apply.

Article X
Layoff and Recall Procedure

- A. In the event of a layoff, the Board shall provide a tentative layoff list to the Association identifying the teachers to be laid off.
- B. 1. Since summer pay and benefits are earned under the current contract and from current year's work, teachers who have worked the full school year and are subject to lay-offs for the following school year shall retain all of the summer salary and fringe benefits afforded them under this Agreement, and any individual or supplemental employment contracts.
2. Any lay-off, from when it takes effect, shall suspend for the duration of the lay-off, salary and fringe benefits under an individual teacher's contract and under this Master Agreement, except that the employee on lay-off may, subject to the rules and regulations of the insurance carrier, for up to one calendar year, continue any contracted insurance benefits by paying the Board the premium for such benefits.
- C. A bargaining unit member who is paid unemployment compensation benefits during the summer months chargeable to the Board and who is subsequently employed in the bargaining unit in the ensuing school year shall have his/her compensation for that school year adjusted such that his/her unemployment compensation benefits that were funded by the Board plus adjusted compensation will be equal to the total compensation he/she would have earned for the ensuing school year had he/she not received unemployment compensation benefits during the summer months. The Board will not adjust the teacher's salary beyond the amount to be paid by the Board to the state for said teacher's unemployment compensation during the summer months.

Article XI
Paid Leaves

- A. Paid Leave
1. Each teacher shall be granted ten (10) days per year for paid leave that may be used at his/her discretion.
- The teacher's personal illness
 - Illness of a family member (spouse, father, mother, sister, brother, father-in-law, mother-in-law, grandparents, or dependent of immediate household residence)
 - At the teacher's discretion for conducting personal business which could not be conducted without otherwise taking time off
2. Each teacher shall be entitled to an accumulation for the unused portion of each year's paid leave as specified in Schedule A, which shall be available in future years at full pay. The accumulated leave shall not be reduced until the current ten (10) days of the current school year have been used.
3. Any teacher who is absent because of injury or disease compensable under the Michigan Workers' Disability Compensation Act, shall receive from the Board the difference between the

allowance under the Workers' Disability Compensation Act and his regular salary for a period of 90 calendar days with no subtraction from accumulated sick leave. Said 90-day period is to be extended when school is not in session. Upon the completion of this 90-day calendar period, the teacher may use his accumulated sick leave on a pro-rated basis determined by the percentage of earnings not covered by the Workers' Compensation received.

4. In the event of extended leave for a disabling condition, for the mutual protection of the teacher and the Board, the teacher shall present a doctor's statement that the teacher is able to resume work.
5. Compensatory time and/or paid leave shall not be scheduled for use on more than three (3) consecutive school days. Furthermore, compensatory time and/or paid leave (other than for illness) may not be scheduled contiguous to Christmas, mid-winter and/or spring break.
6. Leaves of absence with pay not chargeable against the teachers' paid leave allowance shall be granted for the following reasons:
 - a. Bereavement leave of up to three (3) days for a death in the immediate family (parent, brother, sister, grandparent, grandchild, aunts, uncles, or any legal resident of the teacher's home) of a teacher or spouse. Up to five (5) days leave shall be granted if the deceased family member is over 250 miles from Hastings. Bereavement leave will be up to five (5) days for the death of a spouse or child. Days beyond these will be charged to sick leave.
 - b. Absence when a teacher is called for jury service. The teacher shall remit to the Board of Education all fees received as remuneration for serving as a juror.
 - c. Court appearance as a witness in any matter other than as a party or Association witness against the Board in any case connected with the teacher's employment or the school, or whenever a teacher is subpoenaed to attend any proceeding.
 - d. Approved visitation at other schools or for attending approved educational conferences or conventions.
 - e. Teacher absence due to mumps, scarlet fever, measles, head lice, pinkeye or chicken pox, not to exceed ten (10) days. Any absence under this section shall require a doctor's certification in order for the teacher to receive compensation.
 - f. The Association shall be provided with five (5) days each school year for release of teachers for the purpose of conducting or participating in Association business. Up to two (2) unused days may be accumulated and carried forward from each school year, not to exceed ten (10) days total for use in any one school year.
7. Any teacher who is a member of a branch of the Armed Forces Reserve or the National Guard shall be paid the difference between his military pay and the regular pay he would receive from the Board for up to 2 weeks when the teacher is on full-time active duty in the Reserve or National Guard during the school year. Per diem and uniform allowance shall not be considered a part of military pay. Proof of service and pay must be submitted.

B. Sabbatical Leave

Pursuant to Section 380.1235 of the Revised School Code, teachers who have been employed for seven (7) years may be granted a sabbatical leave for one year upon application to and with the approval of the Board. During said sabbatical leave, the teacher shall be considered to be in the employ of the Board and shall be paid, by the Board, the difference between whatever stipend he may receive and his full salary for that year including all fringe benefits. This provision shall not apply to any sabbatical leaves which the Board is legally required to grant.

The teacher shall agree to return to employment in the Hastings Area School System for a period of two full years immediately following the completion of his sabbatical leave or refund on the Board's grant, where the teacher has received compensation and/or fringe benefit continuation from the Board during leave.

Any period spent on sabbatical leave shall be treated as teaching service for the purpose of applying the salary schedule set forth in Schedule A of this Agreement.

- C. Insurance shall be provided as specified in Article XIV during paid leave of absence.
- D. Application of Family and Medical Leave Act to Utilization of Paid Sick Leave
 - 1. For purposes of the Family and Medical Leave Act (P.L. 103-3) sick leave allowed and which is taken under this Article shall be charged against the bargaining unit member's entitlement under the Family and Medical Leave Act, at the election of either the Board or the bargaining unit member. This shall apply to:
 - a. Sick leave which is utilized to care for a family member (child, spouse or parent) with a serious health condition, including where a teacher must make arrangements for necessary medical and/or nursing care. [See ¶ A (1); ¶ A (2) (a) (parents); ¶ A (2) (b)]
 - b. Sick leave which is utilized due to a serious health condition (excluding disability related to pregnancy and/or childbirth) which renders the teacher unable to perform the functions of his/her job. [See ¶ A (1); ¶ A (4); ¶ B (2) (e)]
- E. Intermittent and Reduced Schedule Leave

Where a bargaining unit member requests intermittent leave or reduced schedule leave for purposes authorized under the Family and Medical Leave Act and would be on leave for more than twenty percent (20%) of the total number of working days over the period the leave would extend, the Board may require that the teacher:

- 1. take leave for the duration of the planned treatment

OR

- 2. transfer temporarily to an alternative position for which the teacher is certified and qualified (and which has equivalent pay and benefits) where the temporary transfer would better accommodate the need for recurring leave, in comparison to the teacher's current assignment.

- F. Intermittent leave, to the extent required by the Family and Medical Leave Act, shall be taken in intervals of not less than two (2) hours. Employees shall attempt to schedule intermittent leave so as not to disrupt the continuity of services and instruction.

Article XII
Unpaid Leave

- A. Any teacher whose personal illness extends beyond the period compensated through use of accumulated paid sick leave shall be granted a leave of absence without pay for up to twelve (12) months from the date on which paid sick leave is exhausted, as is necessary for complete recovery from such illness or disability. A teacher must return to work for ninety (90) duty days at the end of this leave, before he/she may apply for another leave period under this provision.

1. Teachers accessing leave under this section shall provide written notice of their intent to take leave at least thirty (30) days prior to the date on which leave is to commence. If the teacher must begin medical treatment sooner, notice shall be given as promptly as is practicable under the circumstances.
 2. The Board has the right to receive medical certification from the teacher's health care provider regarding the necessity for leave taken under this section. The teacher will facilitate and cooperate in the furnishing of such information which shall include:
 - a. The date the illness or disability commenced and the health care provider's best medical judgment concerning the probable duration of the condition; and
 - b. Information necessary to determine eligibility for leave under the Family and Medical Leave Act; and
 - c. Either a statement that the teacher is unable to perform work of any kind, or a statement that the teacher is unable to perform the essential functions of the teacher's position, with or without reasonable accommodation.
 3. The Board has the right to require that a second medical opinion (at Board expense) be obtained. If that opinion differs from that of the teacher's health provider, the teacher and Board (in consultation with the Association, if requested by the teacher) shall mutually designate a third health provider whose opinion relative to leave eligibility or initial fitness to return to work shall be considered final and binding on the Board, the teacher and the Association. The cost of this examination shall be paid by the Board.
 4. The Board shall have the right to require recertification during the leave period and medical certification of the teacher's fitness to return to duty at the expiration of the leave period.
- B. Unpaid leave of absence will be granted to a teacher for:
1. Service as an officer of the Michigan or National Education Associations. The leave shall extend through the term of office, not to exceed two (2) years.
 2. Service in public office as follows:
 - a. Major Public Office: (Service in Federal or State Legislative bodies or similar positions). Leave shall be granted, upon request, to campaign or serve in a major public office. If successful, the leave of absence shall extend through the term of office, not to exceed two (2) years. If the candidate is unsuccessful, he shall be allowed to return to the District following the campaign.
 - b. Minor Public Office: (County Commissioner, City Council, Township Officials). Campaigning for, or serving in a minor public office does not constitute sufficient grounds for extended leave. Leave without pay shall be granted to attend regular and committee meetings of these offices.
 - c. Appointive Office: (Commission boards, agencies, etc. of the state, federal, and local governments). If the appointment does not constitute full employment, it shall be treated as a minor public office. If the appointment does constitute full employment, it shall be treated as a major public office.
 3. Up to one (1) year for the purpose of critical care of any immediate family member (spouses, siblings, parents, grandparents, children), or for the care of any individual for whom the teacher is the legal guardian.

An unpaid leave of absence taken for the purpose of caring for a spouse, child or parent with a serious health condition, as defined by the Family and Medical Leave Act, shall be taken concurrently with this leave provision to the extent of the teacher's eligibility under the Family and Medical Leave Act.

4. Up to one (1) year for the purpose of child care. Beginning and ending dates are to be agreed upon at the time of the request. In most cases, such leave will end at the end of the school year. Other ending dates will be considered if satisfactory arrangements can be made.
 - a. An unpaid leave of absence taken for the purpose of caring for a child with a serious health condition or because of the birth of a child (and in order to care for that child) or due to a placement for adoption or foster care, as defined by the Family and Medical Leave Act, shall be taken concurrently with this leave provision to the extent of the teacher's eligibility under the Family and Medical Leave Act.
 - b. Leave taken under this section in connection with the birth of a child due to placement for adoption or foster care must be concluded at the end of the twelve (12) month period beginning on the date of birth or placement, as is applicable.
- C. Leaves of absence without pay may be granted upon application and with approval of the Board for the following purposes:
1. Study related to the teacher's license field.
 2. Study to meet eligibility requirements for a license in the field of education other than that held by the teacher.
 3. Study, research or special teaching assignment involving probable advantage to the School System.
 4. Professional renewal.
- The duration of such leave shall also be approved by the Board at the time of application.
- D. Up to one (1) year unpaid leave for other purposes may be granted upon approval of the Board.
- E. General conditions pertaining to unpaid leaves shall be as follows:
1. Seniority shall remain unbroken and shall accumulate during the unpaid leave. However, no experience credit for the purpose of entitlement to benefits under this contract shall accrue during unpaid leave.
 2. The employee taking unpaid leave shall be responsible for payment of premium (to the extent continuation coverage is available under COBRA) during such leave, except the Board will be responsible for payment of premiums for the following leaves:
 - a. Personal illness/disability taken under ¶ A of this Article.
 - b. Where leave is taken for the purpose of caring for a spouse, child or parent with a serious health condition, as defined by the Family and Medical Leave Act, and as referenced under ¶ B (3) and ¶ B (4) of this Article, Board paid medical insurance premium continuation shall not exceed twelve (12) weeks or the extent of the teacher's entitlement under the Family and Medical Leave Act, whichever is less. Any insurance premium continuation by the Board due to the teacher's utilization of paid leave for purposes specified in this subsection shall be credited to the above interval.

- c. Where leave is taken for the purpose of caring for a newborn child or due to placement for adoption or foster care, as defined by the Family and Medical Leave Act, and referenced in ¶ B (4) of this Article, Board paid medical insurance premium continuation shall not exceed twelve (12) weeks or the extent of the teacher's entitlement under the Family and Medical Leave Act, whichever is less. Any insurance premium continuation by the Board due to the teacher's utilization of paid leave for purposes specified in this subsection shall be credited to the above interval.
 3. If the teacher fails to return from leave at its expiration (except in the event of the continuance, onset or recurrence of a serious health condition of the teacher or other circumstances beyond the teacher's control) the Board shall have the right to recover all premium payments made during the unpaid leave interval with the exception of those premium payments allocable to use of paid sick leave. These amounts may permissibly be deducted from any wage or other payments due the teacher with any deficiency to be remitted by the teacher to the Board within fifteen (15) days of demand.
 4. All requests for unpaid leave shall be submitted to the Superintendent in writing, shall specify the desired beginning and ending dates, and shall state the purpose for which leave has been requested. Should any request be denied, the Board will notify the applicant, in writing, of the reasons for denial.
 - a. Requests for leaves of absence covered in sections B(1), B(2), C and D of this Article shall be submitted to the Superintendent no later than May 1st of each school year with the following exceptions. Should extenuating circumstances occur after May 1st, requests explaining such circumstances will be considered.
 - b. Request for leave of absence under Sections B(3) and B(4) of this Article shall be made at least thirty (30) days prior to the date on which leave is to commence. If circumstances do not permit a thirty (30) day notice, notice shall be given by the teacher as soon as practicable.
 5. An extension of up to one (1) year may be granted for all leave granted under Article XII except for Sections B.1. and B.2. The Board agrees that an extension for personal illness or critical care of dependents is desirable when there is reasonable cause to believe that the teacher will return to work as soon as possible. A teacher on leave must notify the Superintendent in writing as to the desire to extend the leave, to a specified date, at least sixty (60) days before the ending date of the leave. The Board will notify the teacher of its decision within thirty (30) days of receipt of the request. Should the extension be denied, the Board will notify the applicant, in writing, of the reasons for denial, and the teacher shall have ten (10) days from that notification to inform the Board of his desire to return to service. Failure to indicate this desire to the Board may cancel the conditions of the leave, and thus, their reemployment guarantee.
- F. The Board of Education agrees to provide a teaching position upon leave termination to those individuals who have been granted leaves of absence under this Article. The teaching position shall be the same position left, providing it still exists, otherwise it shall be an equivalent position. Assignment to a position for which the teacher is certified and qualified shall be considered as restoration to an equivalent position for purposes of applying the Family and Medical Leave Act.
 1. It is understood that returning a teacher from leave status may necessitate the lay-off of the replacement teacher. It is further understood that the provisions of this Article are subordinated to the provisions of this Agreement pertaining to lay-off and recall.

Extenuating circumstances (e.g. loss of funds and/or drop of student membership) could result in the elimination of the position covered by the leave, thus, an assignment's not being available to the teacher returning from leave. Under these conditions, said teacher would be subject to the lay-off procedure as described in Article X.

2. A teacher on leave must notify the Superintendent in writing as to the desire to return to work at least sixty (60) days before the ending date of the leave. Failure to indicate this desire to the Board may cancel the conditions of the leave, and thus, their reemployment guarantee, to the extent permitted by law.
 3. The Board and the teacher agree to cooperate in scheduling commencement and return from leave at a time which minimized disruption to the continuity of educational programming and service delivery.
- G. The Board (acting through its administration) shall have the right to require medical verification of a teacher's fitness for duty or verification of absence in the following circumstances:
1. Verifying a teacher's eligibility for leave taken under this Agreement. Verification shall not be requested unless there is an absence exceeding five (5) work days, except for those circumstances where the administration has an independent and articulable basis for asserting that leave is being misused.
 2. To evaluate a teacher's fitness for duty where the Board has reasonably founded concerns, addressed with the teacher, in writing, in advance, regarding the teacher's physical and/or mental ability to perform the duties of his/her assignment.
 3. The procedures for obtaining medical certification under this paragraph shall be as set forth in A(2), (3) and (4) of this Article.

The Board shall pay the cost of any physical or mental examination required under this paragraph.

- H. Employee medical information obtained by the Board (and its administration) under this Article shall be limited to that necessary to effectuate paragraphs A and G, above. Where the requested verification involves reasonably founded concerns pertaining to a teacher's fitness for duty, the Board (acting through its administration) shall set forth these concerns, in writing, to both the teacher and the examining health care provider(s). To the extent permitted by law, results of examinations and medical inquiries shall be maintained on a confidential basis by both the Board (and administration) and the Association (provided that the affected teacher has consented to disclose such information to the Association). This shall not prevent disclosure, when and if necessary, of such information to administrative personnel having supervisory authority over the teacher.

Article XIII **Terminal Pay**

- A. Beginning with the 2012-2013 school year, a terminal leave payment for unused, accumulated paid leave days will be paid upon retirement, provided the teacher shall have been employed in the school district for fifteen (15) years. The payment shall be calculated using the accumulated paid leave days (with a maximum of 150) multiplied by \$50/day. Such payment shall be paid within 45 calendar days of the last date of service. Days compensated in this manner may not be donated to the sick leave bank.
- B. In order to qualify for the above payment, an otherwise eligible retiring teacher shall notify the Superintendent by March 15 for a retirement effective at the end of the school year. Such notification shall be made by November 1 for a retirement effective at the end of the calendar year.
- C. The terms "employed in the school district" whenever used in this Article shall mean employment as either a member of the bargaining unit as defined in the Recognition clause (Article I, ¶ A) of this Agreement or time employed in any professional administrative capacity for the Hastings Area School System. All other periods of non-bargaining unit service to the Hastings Area School System shall not be regarded or considered by the parties as time "employed in the school district" for purposes of eligibility for terminal leave retirement incentive, or other separation payments under this Article.

- D. A "year" of employment for purposes of this Article shall be fulfilled by teaching or administrative service of at least 93 days in a school fiscal year (July 1 - June 30). For purposes of this provision, "teaching or administrative service" shall be inclusive of periods of paid leave. Bargaining unit members who are "employed in the school district" (as defined in ¶ E of this Article) for less than 93 days in a given school year, may aggregate partial years of bargaining unit and/or administrative service with the Board for purposes of meeting the years of service requirements under this Article.

Article XIV
Insurance Protection

- A. The district will provide the following annual payments for health, dental, and vision insurances for all full time teachers for the 2011-2012 school year:

\$ 5,500 for a single subscriber
\$11,000 for a two person family
\$15,000 for a full family

Beginning September 1, 2012, these amounts will be adjusted annually by the state treasurer per Public Act 152 of 2011 and the district will pay the adjusted amount.

The annual premium will be divided by 12 and paid on a monthly basis subject to the rules and regulations of the carrier.

In addition, the district will provide life insurance and accidental death and dismemberment coverage of \$40,000 at no cost to the employee.

Teachers who complete a full year of teaching will be entitled to the monthly payment of their insurance premiums for the months of July and August following the conclusion of the school year.

- B. Insurance premiums contributions, as specified in ¶ A of this Article, shall be paid by the Board for a full twelve month period beginning September 1 each year for employees who complete a full year of teaching. Board payment of insurance premiums for insurance coverage shall terminate as follows:

1. When a teacher's employment is terminated at the end of the school year, insurance entitlement under this contract may continue through the following August 31 at the teacher's discretion. Should a teacher obtain other coverage prior to August 31, he shall forgo any duplicated coverage paid by the Board, provided there is no loss of benefits.
2. When a teacher's employment is terminated during the school year (except by resignation), the Board shall pay the premiums for a pro-rated fraction of the twelve months, based on the ratio of the number of days worked by the teacher during the school year in which the teacher's employment is terminated in comparison to the total number of teacher work obligation days designated on the school calendar for that same school year.
3. When a teacher begins an approved leave of absence without pay:
 - a. When leave commences during the school year, the Board shall pay premiums for a pro-rated fraction of the twelve months, based upon the same ratio expressed in ¶ B(2), above.
 - b. When leave commences at the end of the school year, insurance coverage shall continue through the following August 31.
 - c. When leave is for personal illness, the Board shall pay the premiums as stated in Art.12., Sec., E.2.

4. When a teacher is notified of lay-off, after the end of one school year and before the start of the next school year, his insurance coverage shall continue through the next August 31.
 5. Any whose employment is terminated may retain full or partial insurance coverage, subject to the COBRA regulations, for up to 18 additional months by paying the Board 100% of such premium. Any teacher's dependent who loses coverage may retain such coverage, subject to COBRA regulations, for up to three additional years by paying 100% of the premiums.
- C. Any teachers on lay-off or unpaid leave of absence may retain full or partial coverage for up to three years of the full lay-off or leave period by paying the Board 100% of the premiums. If any insurance carrier does not permit a non-active employee to be a part of the group, then the lay-off/leave coverage shall be that allowed by COBRA.
- D. The Board agrees that through its insurance, Workers' Compensation and Employers Liability Policy and Coverage-Employers' Liability, to pay on behalf of the insured, all sums for which the insured shall become legally obligated, as damages due to bodily injury or death, by accident or disease, arising out of, or in the course of, his employment by the insured.
- E. Teachers not electing health, dental, and vision insurances shall receive \$ 450.00 per month in monetary payments or other contributions as designated by the teacher. The teacher is responsible for his/her portion of any tax liability he/she may incur through his/her selection.
- F. All benefits provided pursuant to the provisions of this Article of the Agreement are subject to the terms and conditions of the applicable insurance policies and/or plan coverages in effect and any claims shall be made and processed with the applicable insurance carrier and/or plan administrator. The employee must comply with all requirements for coverage specified by the insurance carrier and/or plan administrator including those for enrollment and active employment.
- G. The employee must within thirty (30) days of the change, notify the Board of any change in marital status and/or number of age of dependents which would result in an adjustment of premium cost and/or plan cost incurred by the Board for the benefit coverage provided to the teacher. Any failure to do so shall make the employee liable and obligated for any overpayment of premiums or excessive costs incurred attributable to the failure to notify the Board of such information in a timely manner. Any overpayment of premium or excessive costs incurred by the Board shall be deducted from the salary of the teacher.
- H. For teachers initially employed by the district after September 1, 2011, in the event that two teachers are married and both otherwise eligible for insurance benefits from the district, the district will provide insurance for either teacher that covers both teachers, one as primary and one as a dependent. No "in-lieu-of" payments provided under this agreement will be made for the teacher who is covered as a dependent by their spouse.

Article XV **Teacher Evaluation**

- A. All evaluation of teachers shall be done in accordance with procedures established by the Hastings Area School System's Tenure Committee.
- B. The primary purpose of evaluations shall be to improve instruction and evaluate the effectiveness of individual teachers. Besides identifying areas that may need improvement, evaluations should identify teaching strengths.
1. Evaluations of tenured and probationary teachers shall be done by building administrators or their designee.

2. Evaluators shall evaluate teachers using the Hastings Area School System Teacher Evaluation System developed by the School System's Tenure Committee.
 3. Teachers shall be informed by the System Tenure Committee of all criteria used in the evaluation process.
 4. The System Tenure Committee shall convene at the request of either the Board or the Association and shall regularly meet until concerns have been resolved.
 5. A teacher who works in more than one building shall be notified regarding the administrator who has primary responsibility for that teacher's evaluation.
- C. Teachers shall be allowed released time to observe other classroom teachers if directed and/or approved by the district. These visitations shall be coordinated through the building principal. Substitute teachers shall be provided for this purpose.
- D. The conference with coaches to discuss evaluations shall be completed within thirty days of the end of the season or by the end of the school year for those involved with spring sports (except by mutual agreement between the coach and evaluator).
- E. A merit pay fund will be established for the purposes of meeting the state requirements for merit pay.

Article XVI
Protection of Teachers

- A. A teacher's authority and effectiveness in the classroom is directly related to both effective instructional and management practices by the teacher as well as administrative support of the teacher. The Board recognizes its responsibility to give support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. When a student is removed from a class for disciplinary reasons, the student shall not be readmitted to that class until the teacher involved and the principal have had a conference. Whenever it appears to the teacher and the principal that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, the Board will take such steps as may be necessary to relieve the teacher of responsibilities with respect to such pupil. This paragraph shall not be applied to deny the rights of any pupil secured by federal or state law.
- B. Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board may provide legal counsel to advise the teacher of his rights and obligations with respect to such assault and shall render assistance to the teacher in connection with the handling of the incident by law enforcement and judicial authorities.
- C. In case of any complaint or suit filed against any teacher by reason of disciplinary action taken by the teacher against a student, the Board will provide legal counsel and render necessary assistance to the teacher in his defense. If the final judicial decision indicates teacher liability, all expenses not covered by insurance shall be paid by the teacher.
- D. Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher if it is determined that the teacher is not liable.
- E. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property, but shall not be individually liable, except in case of gross negligence or gross neglect of duty, for any damage or loss to person or property.
- F. The Board will reimburse teachers for loss, damage or destruction of clothing or personal property,

while on assigned duty, which is not covered by the teacher's personal insurance, provided the loss, damage or destruction is not the result of negligence by the teacher in the use and/or care of the property and provided the use of expensive personal property is approved in advance by the building principal. The teacher shall provide the building principal with an accurate description of the property to be used, with all identification information, and a statement of its anticipated use, including security measures to be used. Also, the teacher must provide the principal with the date and place of purchase and the original purchase price paid for the property. In the event of a covered loss, damage or destruction, the teacher will be reimbursed based upon the then current fair market value of the property or the repair cost, whichever is less. Also, the teacher must cooperate in seeking recovery and/or restitution from, any person responsible for the loss, damage or destruction of the property.

- G. Any major complaint to the Board or its designated representative by a parent of a student directed toward a teacher shall be called to the teacher's attention. The complaint shall be given to the teacher at least one (1) day before a meeting with the parent. The teacher may request a representative of the Association to be present at such meeting.
- H. A teacher shall at all times be entitled to have present a representative of the Association when he is being reprimanded, warned or disciplined for any infraction of discipline or delinquency in professional performance. Before any such meeting, the administrator shall notify the teacher of the agenda. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present.
- I. Any matters subject to the terms and procedures of the Michigan Teacher Tenure Act shall not be subject to the grievance procedure or arbitration provisions of this Agreement. The discipline, discharge or demotion of a tenured teacher shall be governed exclusively by the procedures and standards of the Michigan Teacher Tenure Act applicable thereto. The discipline or discharge of a probationary teacher shall be governed exclusively by the procedures and standards of the Michigan Teacher Tenure Act applicable thereto. Employees in the bargaining unit who are not covered by the Michigan Teacher Tenure Act shall not be disciplined or discharged for reasons that are arbitrary or capricious.

Article XVII
Association-Board Communications

- A. It is contemplated that the terms and conditions of employment provided in this Agreement shall remain in effect for the length of this contract, or, until altered by mutual agreement, in writing, between the parties.
- B. It is recognized that matters may arise during the term of this Agreement which may be of mutual concern to the parties. Therefore, either party may request the other to meet in order to discuss problems related to contract administration, employment conditions and other areas pertaining to school operations. When a request is made for such a meeting, the parties shall agree on the time and the location of such meeting and the meeting will be held within fifteen (15) days of the request. The party requesting the meeting must, upon request, submit written statements to the other party not less than five (5) days prior to the meeting. Both parties agree to provide information relevant to the item(s) to be discussed.
- C.
 - 1. In the event the salary schedule is reopened for negotiation, the parties will promptly negotiate for the purpose of reaching an agreement upon a revised salary schedule according to Section B, Article XVII.
 - 2. At least ninety (90) days prior to the expiration of this Agreement, the parties will likewise begin negotiations for a new Agreement covering conditions of work, personnel policies, teacher welfare, salaries, and other problems of mutual concern.

- D. 1. In any negotiations described in this Article, neither party shall have any control over selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by majority of the Board and by a majority of the membership of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority of negotiations or bargaining, subject only to such ultimate ratification.
- 2. It is recognized that provisions for negotiations between the Association and the Board are a creation of state government. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the Michigan Employment Relations Commission or take any other lawful measure it may deem appropriate.
- E. Nothing in this Agreement shall prevent the Association from directly making recommendations to the Board concerning Board policies, actions, or matters not related to the administration of the Agreement.

Article XVIII
Grievance Procedures

A. Definitions:

- 1. A "grievance" shall be defined as an alleged violation, misinterpretation or misapplication of any provision of this Agreement.
 - 2. The "aggrieved person" is the person or persons making the claim.
 - 3. The term "teacher" includes any individual or group who is a member of the bargaining unit covered by this contract.
 - 4. A "party of interest" is the person or persons who might be required to take action or against whom action might be taken in order to resolve the problem.
- B. The primary purpose of this procedure is to secure, at the lowest level possible, equitable solutions to the problems of the parties. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at each level of the procedure. Nothing contained herein shall be construed as limiting the right of any teacher with a grievance to discuss the matter informally with any appropriate member of the administration or proceeding independently as described in Section E of these procedures.
- C. The time limits may be shortened or extended by mutual consent, otherwise the number of days indicated at each level should be considered maximum. Failure of the grievant or Association to proceed to the next grievance step within the time limits set forth shall be deemed to constitute acceptance of the Employer's decision and shall constitute a waiver of any further appeal on the grievance.

If the grievance is filed on or after June 1, the time limits shall be reduced in order to effect a solution prior to the end of the school year or as soon thereafter as is practicable.

1. Level One

A teacher with a grievance shall discuss it with his immediate supervisor or principal; (1) individually (2) together with his Association Representative or (3) through the Association Representative. This discussion must occur within fifteen (15) days of the knowledge of the alleged violation, misinterpretation or misapplication upon which the grievance is based. The immediate supervisor or principal should respond within five (5) days of the discussion.

2. Level Two

In the event the aggrieved person is not satisfied with the response to the grievance at Level One, or if no response has been rendered within five (5) days of the Level One presentation, he may file the grievance in writing with the Superintendent of Schools within ten (10) days of the response deadline at Level One. The Association may assist in writing the grievance or the teacher may continue to process his claim without Association support. Within ten (10) days from receipt of the grievance, the Superintendent shall meet with the grievant and the Association representative to discuss the grievance. The Superintendent shall render a decision within five (5) days of the discussion.

When a grievance arises affecting more than one school building, it may be filed initially with the Superintendent within fifteen (15) days of the knowledge of its occurrence.

3. Level Three

In the event the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within ten (10) days from the date of receipt of the grievance by the Superintendent, the grievant may file the grievance with the Board of Education within ten (10) days of the disposition or deadline from the decision, whichever comes first. Within ten (10) days from receipt of the grievance, a committee of the Board shall meet with the grievant and his representative for the purpose of reviewing the grievance and seeking a mutually satisfactory solution to the grievance problem. Such meeting shall be conducted as confidentially as appropriate in accordance with Section B of this Article. It is understood that the decision on the disposition of the grievance shall be rendered by the Board no later than its next regularly scheduled meeting following the grievance meeting.

4. Level Four

In the event the grievance is not satisfactorily resolved at Level Three, or if no decision is rendered, the grievance may be submitted to arbitration by the Association. The Association must file a Demand for Arbitration with the American Arbitration Association within fifteen (15) days of the Board decision or the deadline for the Board decision, whichever comes first. The arbitrator shall be selected through the procedures of the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration proceeding. Neither the Employer nor the Association shall be permitted to assert in such arbitration proceeding any ground or to rely on any evidence, not previously disclosed to the other party. The decision of the arbitrator, if within the scope of his authority as set herein, shall be final and binding on both parties and the judgment may be entered in any court of competent jurisdiction within (30) days. Any arbitrator costs incurred in the arbitration process under this Article shall be equally shared by both parties.

D. The term "days" as used herein shall mean school days during the school year as defined by the school calendar and "work days" shall be defined as days when school district administrative offices are open for business during the summer. All grievances shall be processed during times which do not interfere with the performance of employee job responsibilities.

E. Rights to Representation

Any party of interest may be represented at all meetings and hearings at any level of the grievance procedure by another teacher or another person. Provided, however, that no teacher may be represented by an officer, agent, or other representative of any educational organization other than the Association and the Michigan Education Association and the National Education Association. When a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance processing.

F. Written grievances as required herein shall contain the following:

1. It shall be signed by the grievant(s).
2. It shall contain a synopsis of the facts giving rise to the alleged violation, misinterpretation or misapplication;
3. It shall cite specific provisions or intent of this Agreement, or Board policy alleged to have been violated.
4. It shall contain the date(s) of the alleged violation(s).
5. It shall specify the relief requested.

G. Powers of the Arbitrator

The arbitrator shall have no power to:

1. Alter, modify, add to, or subtract from the provisions of this Agreement.
2. Rule on the discharge or demotion of a tenured teacher or any other matter within the jurisdiction of the State Tenure Commission.
3. Rule on the discharge or non-renewal of a probationary teacher.
4. Rule on any matter related to the evaluation of a teacher, except in regard to the provisions of the evaluation procedure.
5. Rule on the discharge or non-renewal of a teacher in any extra duty assignment.

H. Miscellaneous

1. A grievance may be withdrawn at any level without prejudice or record. However, if in the judgment of the Association, the grievance affects a group of teachers, the Association may process the grievance at the appropriate level. If and when a petition is filed with the State Tenure Commission, the grievance shall be dropped.
2. The grievance discussed and the decision rendered at Level One shall be placed in writing upon request of either party. Decisions rendered at all other levels shall be in writing and shall promptly be transmitted to all parties of interest.
3. No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reason of such participation.
4. All documents, communications, and records dealing with a grievance shall be filed separately from the personnel files of the participants.
5. Forms for filing and processing grievances shall be designed and prepared by the Board's representative and the Association, and shall be given appropriate distribution so as to facilitate the operation of the grievance procedure.
6. Both parties shall have access to places and records for all information necessary to the determination and procession of the grievance.

Article XIX
Miscellaneous Provisions

- A. Teachers shall be informed of a telephone number they may call as soon as possible before 6:30 a.m. to report unavailability for work. Should unusual circumstances prevent such a call by 6:30 a.m., the call shall be made as soon as possible thereafter, but not later than 7:30 a.m. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher to take all of that teacher's duties. A person covered by this contract may be used as a substitute with his prior consent.
- B. Each teacher shall receive, on request, a personal, nontransferable, athletic season pass for the teacher and spouse.
- C. The Association shall be duly advised by the Board of fiscal, budgetary and tax programs affecting the District. The Association shall have the opportunity, in advance, to consult with the Board with respect to tax programs and to make recommendations which shall be presented at Board meetings prior to final adoption of such programs by the Board.
- D. It is specifically agreed that the individual teacher's contract is subject to the terms and conditions of the Master Agreement.
- E. This Agreement shall supersede any rules, regulations, or practices of either the Board or the Association which are contrary to, or inconsistent with the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered a part of the established policies of both the Board and the Association. This Agreement is subject to amendment, alteration or additions only by a subsequent written Agreement between and executed by the Board and Association. The waiver of any breach, term or conditions of the Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.
- F. There shall be two signed copies of any final agreement. One copy shall be retained by the Board and one by the Association. Copies of this Agreement shall be printed within 30 days and the expense shared equally by the Board and the Association. Copies shall be presented to all teachers currently or hereafter employed by the Board.
- G.
 - 1. If any provision of this Agreement or any application of this Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
 - 2. Should any provision of this Agreement be determined to be contrary to law, the Board and the Association will, as early as possible, commence negotiating to reach a new agreement concerning the subject matter of the illegal provision.
- H. An emergency manager appointed to the district under the Local Government and School District Fiscal Accountability Act may reject, modify, or terminate this collective bargaining agreement as provided in the Local Government and School District Fiscal Accountability Act.

If Public Act 0009 of 2011 is modified or repealed such that this provision is no longer required by statute or is found unconstitutional by the Michigan Supreme Court or another court of competent jurisdiction in an unappealed case, or otherwise unenforceable, the Language above is null and void.

Article XX
Part-time Employees

- A. All regularly employed part-time teachers shall be entitled to the following benefits under this

Agreement:

1. Pro-rated advancement on the salary scale.
2. Pro-rated accrual of retirement credit.
3. Pro-rated paid leave.
4. Pro-rated tuition reimbursement.

B. The following shall govern part-time employment at the Board's request:

1. No full-time teacher will be required to go on part-time. If a full-time teacher declines a part-time assignment in connection with layoff and/or recall, this will constitute a permanent waiver of any right to that position. If two or more part-time positions can be combined into a full-time position, that will be considered. The Board is not required to structure or maintain a part-time assignment.
2. Any part-time position must be offered to appropriately certified and qualified teachers on lay-off before new staff may be hired.
3. Part-time employment shall be compensated as follows:

Assignment	Teaching Load	Salary**	Fringe Benefits*
High School/ Middle School	1 or 2 classes 3 or 4 classes	Pro-rated Pro-rated	None Partial
Elementary	A.M. or P.M.	Pro-rated	Partial

* Partial benefits - Those covered in Section A. and contracted Life Insurance.

** Pro-rated means 1/5 or 1/6 (depending on a 6 period or 7 period day) salary per assigned class for High School or Middle School, and 1/2 salary for half day Elementary School.

Teachers who work a full day schedule but who are not scheduled to work on the number of teacher obligation days designated on the school calendar shall have their salary and benefits pro-rated on the basis of actual days worked in relation to the number of total teacher obligation days designated on the school calendar: Example: 92 days worked on 184 day schedule = 50% of salary and benefits.

C. Part-time employment, at the teacher's request, may be allowed under the following conditions.

1. The teacher must request part-time employment, in writing, by April 1, giving the reasons for the request.
2. The Board may grant the part-time employment for one (1) school year. If a full time teacher is granted part-time status, this shall be regarded as a partial leave of absence from the teacher's previous full time position. At the expiration of this interval either the Board or the teacher may discontinue the part-time assignment and assign or transfer the teacher to a full-time position consistent with his/her seniority, certification and qualifications. Any such grant may be extended by the Board, at the teacher's written request.
3. The part-time assignment should not disrupt the educational program.
4. The total cost to the Board of structuring an assignment into part-time components should not exceed that of comparable full-time employment.

5. For such part-time employment, compensation will be as follows:

Assignment	Teaching load	Fringe Benefits*	Salary**
High School/ Middle School	1, 2, 3, or 4 classes	Partial	Pro-rated
Elementary	Half-day	Partial	Pro-rated

* Partial benefits - Those covered in Sec. A and contracted Life insurance.

** Pro-rated means 1/5 salary per assigned class for High School or Middle School, and 1/2 salary for half day Elementary School.

It is understood that a part-time teacher may elect to receive full insurance benefits (Medical, Dental, and/or Vision) with a corresponding reduction in salary. Should the teacher choose this option, the Board will pay a fraction of the premium pro-rated from the teacher's teaching load. The teacher's salary will be reduced by enough to cover the remainder of the premiums.

D. All such secondary part-time assignments above shall include a full conference period + 15 minutes in addition to the classes taught. Actual times shall be determined by mutual agreement between the teacher and the principal. All such elementary part-time assignments above shall include 15 minutes before class begins and 30 minutes after class ends.

Article XXI
Term of Agreement

This Agreement shall be effective upon ratification by the Board and the Association, and shall continue in effect through the 30th day of June, 2013. At the request of either party on or after February 1, 2012, this Agreement will be reopened to negotiate Article XIII (Terminal Pay), Article XIV (Insurance Protection) and Schedule A. This Agreement shall not be extended orally and it is understood that it shall expire on the date indicated.

Schedule A

I. Salary Schedule

A. The salary schedules which will apply during the term of this Agreement appear in Section I ¶ B of this Article. As the teacher reaches the 11th step, the B.A. & 20, M.A. & 15, M.A. & 30, and M.A. & 60 scales take effect.

1. To qualify for B.A. + 20, the teacher shall have earned 20 credit hours after receiving the Bachelors degree.
2. To qualify for the M.A. & 15, the teacher shall have earned a Masters degree and 15 other credit hours.
3. To qualify for the M.A. & 30, the teacher shall have earned a Masters degree and 30 other credit hours.
4. To qualify for the M.A. & 60, the teacher shall have earned a Masters degree and 60 other credit hours.

B. Salary Scale:

STEPS	DEGREE	2011-12 0.0%
0	BA	\$35,992
	MA	\$39,229
1	BA	\$37,501
	MA	\$40,955
2	BA	\$39,080
	MA	\$42,756
3	BA	\$40,718
	MA	\$44,639
4	BA	\$42,429
	MA	\$46,603
5	BA	\$44,211
	MA	\$48,654
6	BA	\$46,068
	MA	\$50,793
7	BA	\$48,004
	MA	\$53,028
8	BA	\$50,021
	MA	\$55,361
9	BA	\$52,122
	MA	\$57,796

STEPS	DEGREE	2011-12 0.0%
10	BA	\$54,312
	MA	\$60,340
11	BA	\$57,151
	MA	\$63,618
	BA + 20	\$59,838
	MA + 15	\$67,879
	MA + 30	\$70,172
	MA + 60	\$72,715
14	BA	\$58,938
	MA	\$65,854
	BA + 20	\$61,625
	MA + 15	\$70,117
	MA + 30	\$72,409
	MA + 60	\$74,952
19	BA	\$60,726
	MA	\$68,091
	BA + 20	\$63,410
	MA + 15	\$72,352
	MA + 30	\$74,644
	MA + 60	\$77,190

For 2011-12, no step increases will be given for years of experience. However, education steps will be honored.

II. Extra pay for extra duty.

Band Director	\$5,000	Operetta Director	\$2,000
Baseball, Varsity Boys' – Coach	\$2,880	Play/Drama Director	\$1,000
Baseball, J.V. Boys' – Coach	\$2,200	Science Olympiad, H.S. – Advisor	\$1,000
Baseball, Freshmen Boys' – Coach	\$2,200	Science Olympiad, M.S. – Advisor	\$750
Basketball, Varsity Boys' – Coach	\$3,840	Soccer, Varsity Boys' – Coach	\$2,640
Basketball, Varsity Girls' – Coach	\$3,840	Soccer, Varsity Girls' – Coach	\$2,640
Basketball, J.V. Boys' – Coach	\$3,000	Soccer, J.V. Boys' – Coach	\$2,000
Basketball, J.V. Girls' – Coach	\$3,000	Soccer, J.V. Girls' – Coach	\$2,000
Basketball, Freshmen Boys' – Coach	\$3,000	Softball, Varsity Girls' – Coach	\$2,880
Basketball, Freshmen Girls' – Coach	\$3,000	Softball, J.V. Girls' – Coach	\$2,200
Basketball, 8th Boys' – Coach	\$1,400	Softball, Freshman Girls' – Coach	\$2,200
Basketball, 8th Girls' – Coach	\$1,400	Student Council, H.S. – Advisor	\$750
Basketball, 7th Boys' – Coach	\$1,400	Student Council, M.S. – Advisor	\$500
Basketball, 7th Girls' – Coach	\$1,400	Tennis, Varsity Boys' – Coach	\$2,400
BPA, H.S. – Advisor	\$1,000	Tennis, Varsity Girls' – Coach	\$2,400
Cheerleading, Varsity Competitive – Coach	\$3,360	Tennis, J.V. Boys' – Coach	\$1,800
Cheerleading, J.V. Competitive – Coach	\$2,600	Tennis, J.V. Girls' – Coach	\$1,800
Cheerleading, Varsity Sideline – Coach	\$2,880	Track, H.S. Boys' – Head Coach	\$2,640
Cheerleading, J.V. Sideline – Coach	\$2,400	Track, H.S. Boys' – Asst. Coach	\$2,200
Cheerleading, Freshmen Sideline – Coach	\$2,400	Track, H.S. Girls' – Head Coach	\$2,640
Cheerleading, 8th – Coach	\$1,400	Track, H.S. Girls' – Asst. Coach	\$2,200
Cheerleading, 7th – Coach	\$1,400	Track, M.S. Boys' – Head Coach	\$1,400
Choral Director	\$3,500	Track, M.S. Boys' – Asst. Coach	\$1,400
Cross Country, H.S. – Coach	\$2,880	Track, M.S. Girls' – Head Coach	\$1,400
Cross Country, M.S. – Coach	\$1,400	Track, M.S. Girls' – Asst. Coach	\$1,400
FFA, H.S. – Advisor	\$1,000	TV Production, H.S. – Advisor	\$750
FFA, M.S. – Advisor	\$750	Volleyball, Varsity Girls' – Coach	\$3,120
Football, Varsity – Head Coach	\$3,120	Volleyball, J.V. Girls' – Coach	\$2,400
Football, Varsity – Asst. Coach	\$2,600	Volleyball, Fresh. Girls' – Coach	\$2,400
Football, J.V. – Head Coach	\$2,400	Volleyball, M.S. – Coach	\$1,400
Football, J.V. – Asst. Coach	\$2,400	Wrestling, Varsity – Coach	\$3,840
Football, Freshmen – Head Coach	\$2,400	Webmaster	\$3,000
Football, Freshmen – Asst. Coach	\$2,400	Wrestling, J.V. – Coach	\$3,000
Golf, Varsity Boys' – Coach	\$2,640	Wrestling, M.S. – Coach	\$1,400
Golf, Varsity Girls' – Coach	\$2,640	Wrestling, M.S. – Asst. Coach	\$1,400
Golf, J.V. Boys' – Coach	\$2,000	Yearbook, H.S. – In Class Advisor	\$1,000
Golf, J.V. Girls' – Coach	\$2,000	Yearbook, M.S. – Advisor	\$500

A. In addition to the pay listed above, coaches will be paid longevity steps:

1. Middle School Coaches will be paid an additional \$300 for 4-9 years, \$600 for 10-14 years, and \$900 for 15 years and beyond.
2. High School Coaches will be paid an additional \$400 for 4-9 years, \$800 for 10-14 years, and \$1200 for 15 years and beyond.

B. Other extra duty assignments:

1. Summer School .07664%/hr. of B.A. base salary
2. Noon Duty .025%/hr. of BA base salary

3. a. For extra duty not described in Schedule A., see Article IV.B.
- b. For elementary extra-duties see Article IV.E.5. Note for fifth grade camp participation is expected and will be compensated.

C. Curriculum Coordinators and School Improvement Chairpersons

1. The Board of Education shall establish positions and responsibilities of Curriculum Coordinators and School Improvement Chairpersons.
2. All coordinators and chairpersons will be selected by the process listed below:
 - a. Coordinators and chairpersons: an individual interested in one of these positions will submit his/her name for the position of coordinator to the Assistant Superintendent. Each candidate will be granted an interview by the principal and the Assistant Superintendent. All candidates will be informed of the decision as to which candidate is selected as the coordinator in writing by either the principal or the Assistant Superintendent.

b. Pay Scale:

Curriculum Coordinators (1 per building)	\$1000
Special Education Curriculum Coordinators (Elementary – 1 person; Secondary – 1 person)	\$1000
School Improvement Chairperson (Elementary Building – 1 person, Secondary Buildings – 2 persons)	\$1200

III. Experience credit

- A. Upon hire for placement on the salary schedule, one-half (½) credit up to five (5) years will be given for all classroom teaching experience in a school as a certified teacher, excluding substitute teaching. Also, one-half (½) credit may be given for all teaching experience allowed by an appropriate state accrediting agency in earning continuing certification, not to exceed five (5) years total credit except substitute teaching.

In the event that a teacher is initially hired (after July 1, 1999) into special education, vocational education or guidance/counseling, the Board may give up to one (1) year credit for all classroom teaching experience in that subject with no limit on the total number of years so credited for initial salary placement purposes.

In no case shall credit exceed one hundred eighty (180) days for a given school year.

- B. One half (½) credit up to five (5) years will be given for all previous extra duty experience.

IV. Effective dates

Increments become effective on the starting day of school each year. Mid-year advancement on the salary schedule shall be automatic following completion of required academic or professional courses or experience, and will be paid starting in March (13/13 basis).

V. Substitute Teaching

- A. Substitute Pay or compensatory time for regularly assigned teachers who, with prior administrative approval, substitute for an absent colleague, shall be as specified in Article IV ¶ E of this Agreement.
- B. Regular teachers who are on layoff shall be afforded the first opportunity to substitute for teachers

on leaves of absence, and shall be paid their regular salary and benefits while serving in the position.

VI. Sick Leave

- A. Ten (10) days of paid leave shall be available to each teacher each school year pursuant to Article XI of this agreement. The unused portion of paid leave days shall accumulate each year for the length of the contract, and shall be added to the previous accumulated paid leave.
- B. A sick leave bank designed to provide teachers with income protection due to long term physical or mental disability will be established as follows:
 1.
 - a. Bargaining unit members on staff at the beginning of the 2002-2003 school year made a written election whether or not to participate in the sick leave bank.
 - b. Any teacher hired after November 1, 2002 must decide, in writing, whether or not to participate in the sick leave bank within thirty (30) days of the effective date of his/her employment.
 - c. Each teacher electing to participate in the sick leave bank, according to the procedures specified above, will be deemed to be a participant for all successor Master Agreements unless the teacher gives written notice of non-participation, as specified in subparagraph d, immediately below.
 - d. Any teacher wishing to discontinue his/her participation in the sick leave bank may do so by giving written notice to that effect to both the District and the Association within thirty (30) days of the date on which the Association ratifies any collective bargaining agreement succeeding the 2002-03 Master Agreement.
 - e. Teachers deciding to become a participant will donate days as requested by the Association. Unused days in the bank shall carry over from year to year.
 2. A teacher will be eligible to apply for withdrawal of sick leave days from the bank when he has suffered a disability or illness. Child care or dependent leave will not be eligible for sick bank use. However, a disability/illness as a result of a pregnancy is eligible for sick bank use.
 3. Withdrawals from the sick leave bank shall be paid at a rate of 100% of the teacher's daily rate. The maximum withdrawal for any one individual shall not exceed 180 sick days in a two (2) year calendar period. Further, the maximum withdrawal for a single disability shall not exceed 180 days at the above specified rate.
 4. To be eligible to receive the benefits of this sick leave bank a teacher must be employed by the Hastings Area School system at the time the disability occurs and must be a participant in the sick leave bank. Only disabilities incurred on or after August 28, 1990, will be considered eligible for the sick leave bank. New employees shall become eligible to participate on the date of notification of their desire to become a participant.
 5. The Board is not liable and will not extend any sick leave days beyond the days that are available in the bank. The Association may replenish the bank by soliciting days from its members. The Association will notify the Board of any changes in a teacher's sick day accumulation due to donations to the bank.
 6. Teachers will make application to the Association's Sick Leave Bank Committee which shall notify the Board of any days granted to individuals. The Board is not liable for decisions made by the Association which assumes total liability for any decisions it renders concerning the granting of days or denial of days from the sick leave bank.

SCHEDULE B
2011-2012
SCHOOL CALENDAR

Staff Days 169

Student Days 165

First Day for Teachers (Prof. Dev. half day – teacher workday in p.m.)		Wed. Aug. 31
Professional Development Day – Full day		Thurs. Sept. 1
7:45 a.m. – 4:00 p.m. including a duty-free 45 minute lunch)		
Classes Begin for Students – Full Day		Tues. Sept. 6
Staff Professional Development – ½ Day (1:00 p.m. – 4:00 p.m.)		Fri. Oct. 21
End of 1 st Quarter		Wed. Nov. 2
Parent-Teacher Conferences (5:00 p.m. – 8:00 p.m.)		Mon. Nov. 7
Parent-Teacher Conferences (5:00 p.m. – 8:00 p.m.)		Wed. Nov. 9
Parent-Teacher Conferences (1:00 p.m. – 4:00 p.m.)		Thurs. Nov. 10
No School		Fri. Nov. 11
Thanksgiving Holiday		Nov. 24 & 25
Winter Break	At close of day	Fri. Dec. 16
School Resumes		Tues. Jan. 3
First Semester Ends (No classes in p.m.)		Fri. Jan.20
Staff Professional Development – Full Day		Mon. Jan. 23
(7:45 a.m. – 4:00 p.m. including a duty-free 45 minute lunch)		
Second Semester Begins		Tues. Jan. 24
Mid-winter Break	Fri. & Mon.	Feb. 17 & 20
Staff Professional Development – Full Day		Mon. Mar. 5
(7:45 a.m. – 4:00 p.m. including a duty-free 45 minute lunch)		
End of 3 rd Quarter		Wed. Mar. 21
Parent-Teacher Conferences (5:00 p.m. – 8:00 p.m.)		Mon. Mar. 26
Parent-Teacher Conferences (5:00 p.m. – 8:00 p.m.)		Wed. Mar. 28
Parent-Teacher Conferences (1:00 p.m. – 4:00 p.m.)		Thurs. Mar. 29
No School		Fri. Mar. 30
Spring Break		April 2 – 6
End of Second Semester (No classes in p.m.)		Fri. May 25
Make-up Days/Hours: After May 25		

**2012-2013
SCHOOL CALENDAR**

Staff Days 174

Student Days 170

First Day for Teachers (Prof. Dev. half day – teacher workday in p.m.)		Wed. Aug. 29
Professional Development Day – Full day 7:45 a.m. – 4:00 p.m. including a duty-free 45 minute lunch)		Thurs. Aug. 30
Classes Begin for Students – Full Day		Tues. Sept. 4
Staff Professional Development – ½ Day (1:00 p.m. – 4:00 p.m.)		Fri. Oct. 19
End of 1 st Quarter		Wed. Oct. 31
Parent-Teacher Conferences (5:00 p.m. – 8:00 p.m.)		Mon. Nov. 5
Parent-Teacher Conferences (5:00 p.m. – 8:00 p.m.)		Wed. Nov. 7
Parent-Teacher Conferences (1:00 p.m. – 4:00 p.m.)		Thurs. Nov. 8
No School		Fri. Nov. 9
Thanksgiving Holiday		Nov. 22 & 23
Winter Break	At close of day	Fri. Dec. 21
School Resumes		Mon. Jan. 7
First Semester Ends (No classes in p.m.)		Fri. Jan. 18
Staff Professional Development – Full Day (7:45 a.m. – 4:00 p.m. including a duty-free 45 minute lunch)		Mon. Jan. 21
Second Semester Begins		Tues. Jan. 22
Mid-winter Break	Fri. & Mon.	Feb. 15 & 18
Staff Professional Development – Full Day (7:45 a.m. – 4:00 p.m. including a duty-free 45 minute lunch)		Mon. Mar. 4
End of 3 rd Quarter		Wed. Mar. 20
Parent-Teacher Conferences (5:00 p.m. – 8:00 p.m.)		Mon. Mar. 25
Parent-Teacher Conferences (5:00 p.m. – 8:00 p.m.)		Wed. Mar. 27
Parent-Teacher Conferences (1:00 p.m. – 4:00 p.m.)		Thurs. Mar. 28
No School		Fri. Mar. 29
Spring Break		April 1 – 5
No School		Mon. May 27
End of Second Semester (No classes in p.m.)		Fri. May 31

Make-up Days/Hours: After May 31

SCHEDULE C

I. Parent-Teacher Conferences

- A. Elementary conferences shall be Monday, Wednesday and Thursday in the p.m. and shall be scheduled individually. Teachers shall only be required to be in attendance from 5-8 p.m. on Monday and Wednesday, and 1-4 p.m. on Thursday. Elementary teachers may vary the specific hours listed above with permission of their building principal provided they do not schedule less than nine (9) hours of parent-teacher conference time outside of the school day in which students are in session during the week listed in Schedule B. Kindergarten teachers will meet with their respective principal to determine a schedule mutually agreeable for parent-teacher conferences and will be compensated with nine hours of comp time for conferences held beyond the normal elementary conference times due to double the number of students of Grades 1-5 elementary teachers.
- B. Middle School and High School conferences shall be:
1. Monday and Wednesday evening from 5 to 8 p.m.
 2. Thursday afternoon 1 to 4 p.m.
- C. It is understood that these scheduled times could be extended for parents waiting in line, as has been done in the past.

II. Open-houses

- A. Open-houses will be scheduled up until the 5th week of school, scheduled not to conflict with adult education enrollment.
- B. Open-houses will be approximately 1 1/2 hours in length. Starting times may vary but will be about 6:30 or 7:00 p.m.

Ratification Dates

Hastings Education Association: October 7, 2011

Wendy J. McAuley
President

Tisha Kietzman
Secretary

10.17.2011
Date

Board of Education: October 11, 2011

Kevin S. Beck
President

Dana J. Samson
Secretary

10.17.2011
Date

LETTER OF AGREEMENT
between
HASTINGS AREA SCHOOL SYSTEM BOARD OF EDUCATION
and
HASTINGS EDUCATION ASSOCIATION
September 28, 2011

Prohibited Subjects of Bargaining

During negotiations for the 2011-2013 bargaining agreement, Public Acts 100-103 of 2011 were passed which made changes to the Teacher Tenure Act and the Public Employment Relations Act. As a result of these changes a number of items in the bargaining agreement became prohibited subjects of bargaining.

The Hastings Area Schools and the Hastings Education Association have removed these items from their bargaining agreement. The removed language is attached to this Letter and is indicated by the red strikethrough. The parties have agreed that if, due to changes in law or based on an unappealed decision from a court of competent jurisdiction, the removed language item(s) shall become effective as an enforceable part of the bargaining agreement immediately. At that time, either party can request to reconvene negotiations for the removed items and both parties must comply.

In the event that neither party requests to reconvene negotiations for the removed items, the reactivated language shall be reinserted into the appropriate articles upon the preparation of the next bargaining agreement and will be subject to negotiation between the parties.

This Letter of Agreement shall remain in effect until mutually modified or voided by the parties.

Kevin S. Bare

For the Board of Education

10/17/11

Date

Donna J. Jensen

Witness for the Board of Education

10/17/11

Date

Wendy L. McAusey

For the Association

10/17/11

Date

Jrisha & Kethmani

Witness for the Association

10/17/11

Date

Article IX
Vacancies, Transfers and Reassignments

- A. At any time, a teacher may apply for a vacancy, transfer, or reassignment, in writing, on forms furnished by the Board, one copy of which shall be filed with the Superintendent and one copy shall be filed with the Association. The application shall set forth the reasons for desiring the position sought and the applicant's qualifications. Such applications may be renewed annually, briefly in writing, with the Superintendent. Any application not so renewed shall expire one year from the date of application.
- B. Transfer and Reassignment
1. ~~The Board recognizes that, in making assignments and transfers, it is desirable to consider the interests and aspirations of its teachers as well as the educational welfare of students. Therefore,~~ **ON** or before February 1 of each school year, the Board shall request that any teacher desiring a transfer or reassignment for the following school year shall submit that request in writing according to Sec. A above. Such requests will be accepted through April 1.
 2. ~~In all transfer and reassignment requests, the Board agrees to consider the seniority, certification, minimum qualifications and professional background of all applicants. When the certification, minimum qualifications and professional background of two or more applicants is determined to be substantially equal for assignment to the position, the position shall be awarded to the internal applicant with the most seniority.~~
 3. When a request for transfer/reassignment or awarding of a vacancy is denied, the reasons for denial shall be made, in writing, to an unsuccessful applicant if requested by that applicant within fifteen (15) days after receiving written notice of the denial.
 4. Unfilled requests will make up a Transfer/Reassignment Request List. The Board or its representative will provide the Association with an updated list by the last day of school.
 5. ~~The Association agrees that when vacancies occur after the last day of school, the Board may fill those vacancies from the Transfer/Reassignment Request List without posting said vacancies. Such movement requires immediate notification.~~
 6. ~~However, should there be no current request for a given vacancy, or if the Board or its representative denies all requests for that vacancy, the Board or its representative must post the position. Nothing shall preclude current staff from applying at the time of posting. Such posting shall continue to be by mail during the summer.~~
 7. ~~The Superintendent of Schools and the Association Executive Committee may mutually agree to waive the posting requirement.~~
 8. The parties recognize that involuntary transfers/reassignments may be made in response to enrollment conditions, financial circumstances and as a potential response to documented adverse teacher performance. The Superintendent or designee shall consult with the teacher involved prior to making an involuntary transfer or reassignment decision. Such consultation shall be for the purpose of identifying teacher interest in grade level, subject and building. The Superintendent shall notify, in writing, the affected teacher of the reasons for transfer if requested by the teacher. ~~When the professional background of two or more teachers considered for involuntary transfer/reassignment is determined to be substantially equal for assignment to the position, the least senior teacher will be moved, with the exception of transfers/reassignments in response to documented adverse performance.~~

- ~~9. Teacher objections about involuntary transfers/reassignments, for the reasons given, shall be processed through the grievance procedure.~~

C. Vacancies

1. Whenever **THE DISTRICT DETERMINES** a vacancy **EXISTS** ~~arises or is anticipated~~, the Superintendent shall promptly notify the Association **AND SEND AN E-MAIL NOTICE TO ALL TEACHERS** and post notice of same on bulletin boards in each building for no less than five (5) working days before the position is filled, and direct a copy of the posting by mail (certified with return receipt, restricted delivery) to each laid off teacher.
- ~~2. In case of a vacancy, current staff members who respond to the posting of a vacancy shall be granted interviews. In filling such vacancy, the Board agrees to consider the certification, minimum qualifications, seniority and professional background of all applicants. When the certification, minimum qualifications, and professional background of two or more applicants is determined to be substantially equal for assignment to the position, the position shall be awarded to the internal applicant with the most seniority.~~
3. When a request for the vacancy is denied, the reasons for denial shall be made, in writing, to an unsuccessful applicant if requested by that applicant within fifteen (15) days after receiving written notice of the denial.
- ~~4. Current staff may fill a vacancy which occurs during the school year on a permanent basis. However, the administration shall have the option of filling vacancies which occur during the school year with a substitute on a temporary basis until the end of the school year, at which time the position shall be posted as a vacancy.~~
- ~~5. A senior teacher, affected by transfer/reassignment in connection with a previous staff reduction, after consultation with the Superintendent or administrative designee, may be allowed to remain in or may be moved from a position desired by a less senior teacher unless such a decision would prevent another teacher from being recalled from layoff.~~

~~D. The Board and Association agree that when special talents or expertise not found on the school district staff is needed, retraining existing staff is preferable to hiring new staff. Upon mutual agreement between the Board and the teacher, this shall be done.~~

E. The Board and the Association agree that it is most desirable that extra-duty positions be filled from current staff. The Board agrees to grant an interview to all current staff members who apply for extra-duty positions. In filling such positions, the Board agrees to consider the professional backgrounds of all applicants. When a request for such a position is denied, the reasons for the denial shall be made in writing to the current staff applicant within fifteen (15) days after the position is assigned. Extra-duty positions filled by persons outside the current staff shall be considered vacant at the end of each school year and current staff shall have the opportunity to apply.

Article X
Layoff and Recall Procedure

- ~~A. In the event it becomes necessary that the board reduce the teaching staff, the actions below will proceed in the following order:~~
 - ~~1. The Board through its representative, after meeting with the Association, shall determine the nature and extent of the program/curriculum to be reduced.~~
 2. **IN THE EVENT OF A LAYOFF**, the Board shall provide a tentative layoff list to the Association identifying the teachers to be laid off.

3. ~~Teachers shall be notified of the Board's intent to layoff on or before the final teacher work day for layoff effective at the end of the second semester, or on or before December 1 for layoff effective at the end of the first semester. Such notification shall come before publication of the list (other than A. 2. above). The Board shall take action to layoff at its regularly scheduled meeting in June for layoff effective at the end of the second semester or in December for layoff effective at the end of the first semester.~~

~~Correction of errors and/or changes to one or more teachers' endorsements or grade level certifications after March 15 but before the subsequent January 31 may require changes to the list to include additional layoffs or recalls which may take place after the Board meeting implementing the layoff.~~

B. ~~Reduction of staff will proceed as follows:~~

- ~~1. The records of all teachers shall be checked and teachers given the opportunity to update such records.~~
- ~~2. A combination seniority, certification and minimum qualifications list shall be compiled.~~
- ~~3. Reductions will be made in the following order:
 - a. ~~Intern teachers.~~
 - b. ~~Probationary teachers, provided that there are more senior certified and qualified teachers remaining to take the assignment occupied by the probationary teacher.~~
 - c. ~~Tenure teachers in reverse order of seniority certification and by minimum qualification, making sure that each remaining position is filled by a certified and qualified teacher with the most seniority.~~~~
- ~~4. Reassignments and transfers necessitated after such lay-offs shall be made according to Art. IX. B. It is understood that if a teacher is involuntarily transferred or reassigned due to lay-offs he/she shall have the option to return to the position and building from which he/she was involuntarily transferred or reassigned prior to the lay-offs as soon as is possible, provided the position still exists at the building. Should the position not exist at the involuntarily transferred or reassigned teacher's building he/she shall have the option to fill any vacancy for which they are certified and qualified to teach at the time in which his/her involuntary transfer or reassignment is being rectified. Vacancies that may be filled in this manner shall not be posted.~~

~~The most senior teacher who was involuntarily transferred or reassigned shall have the first opportunity to return to their pre-involuntary transferred or reassigned building and position, provided the position still exists at the building. It is understood that this transfer or reassignment back to the pre-involuntary transfer or reassignment position may require a less senior teacher to be involuntarily transferred or reassigned to accommodate the return of the more senior involuntarily or reassigned teacher to his/her previous position and building. The aforementioned process will continue in accordance with seniority until all teachers have been returned to their pre-involuntary transferred or reassigned position or four years from the original lay-offs which necessitated the involuntary transfers or reassignments, whichever shall occur first. Once all teachers have been recalled from the lay-off list the Board shall post and attempt to hire teachers to fill teaching positions to accommodate this section's requirements until the four year time period expires upon which time the Board shall no longer be obligated to transfer or reassign teachers to rectify involuntary transfers or reassignments necessitated by lay-offs.~~

- C. 1. Since summer pay and benefits are earned under the current contract and from current year's work, teachers **WHO HAVE WORKED THE FULL SCHOOL YEAR AND ARE** subject to lay-offs for the following school year shall retain all of the summer salary and fringe benefits afforded them under this Agreement, and any individual or supplemental employment contracts.
2. Any lay-off, from when it takes effect, shall suspend for the duration of the lay-off, salary and fringe benefits under an individual teacher's contract and under this Master Agreement, except that the employee on lay-off may, **SUBJECT TO THE RULES AND REGULATIONS OF THE INSURANCE CARRIER, FOR UP TO ONE CALENDAR YEAR** continue any contracted insurance benefits by paying the Board the premium for such benefits.
- D. 1. ~~Teachers on lay-off shall be recalled in inverse order of layoff, to the next available vacancy which arises within three (3) years of their layoff, provided that teacher is certified and qualified for the position. If no teacher on lay-off is certified and minimally qualified for the position, then the Board shall reassign current staff so as to recall a teacher from lay-off. No new teachers shall be employed by the Board while there are teachers of the Hastings Area Schools on lay-off with recall rights who are certified and qualified for vacant positions.~~
2. ~~A teacher who has a change in his/her certification or minimum qualifications shall be entitled to recall based on the new certification or minimum qualifications according to the following:~~
- ~~a. Such change must qualify the teacher for an available and vacant position.~~
- ~~b. The teacher must notify the Superintendent of his expectations, prior to June 1, for potential placement the following school year.~~
- ~~c. The Board, upon agreement that such additional certification or minimum qualifications have been attained, shall consider the teacher to be eligible for recall to vacant position(s) consistent with his/her certification and qualifications.~~
- ~~d. The teacher shall be considered certificated (for purposes of additional endorsement or recertification) when the university teacher accreditation officer approves his application for Mich. Dept. of Education certification and certifies that the requirements of the college/university have been met for this purpose. This is subject, however, to confirmation of the certification by the State Board of Education.~~
3. ~~The Board shall give written notice of recall from lay-off by sending a letter certified (with return receipt) to said teacher at his last known address. Said teacher must respond, in writing, within ten days receipt of the Board's letter, accepting or rejecting the offer, or forfeit the right to recall. In situations where because of illness or emergency said teacher could not reasonably be expected to make such a decision, the period shall be extended 10 days at the request of the teacher. The Board or its duly authorized agent shall provide the Association written notification of receipt of the teacher's letter. It shall be the responsibility of each teacher to notify the Board of any change in address. The teacher's address as it appears on the Board's records shall be conclusive when used in connection with lay-offs, recall, or other notice to the teacher.~~
- E. 1. ~~Supervisory and administrative personnel shall not be assigned to a bargaining unit position on less than a full time basis while there are bargaining unit members on lay-off or when bargaining unit members have been give notice of lay-off. This provision shall not be applicable when the bargaining unit members on lay-off are not certified for, or cannot in time be retrained to fill vacancies.~~
2. ~~In the event that it becomes necessary to create a part-time administrative, part-time teaching position described in E.1. above, the person in such a position shall not be a member of the Association. For the portion of the person's time that he shall be teaching, the Board will schedule and compensate the person in accordance with the provisions of this Agreement.~~

- F. A bargaining unit member who is paid unemployment compensation benefits during the summer months chargeable to the Board and who is subsequently employed in the bargaining unit in the ensuing school year shall have his/her compensation for that school year adjusted such that his/her unemployment compensation benefits that were funded by the Board plus adjusted compensation will be equal to the total compensation he/she would have earned for the ensuing school year had he/she not received unemployment compensation benefits during the summer months. The Board will not adjust the teacher's salary beyond the amount to be paid by the Board to the state for said teacher's unemployment compensation during the summer months.

LETTER OF AGREEMENT
between
HASTINGS AREA SCHOOL SYSTEM BOARD OF EDUCATION
and
HASTINGS EDUCATION ASSOCIATION
September 28, 2011

This agreement is to ensure that the Hastings Area School System Board of Education will pay the COBRA benefits for Ken Logan beginning when the bargaining unit changes insurance carries and continuing until August 31, 2012, under the same insurance and same terms and conditions as members of the bargaining unit. For example, the legislative caps and the cost-sharing by members of the bargaining unit will still apply to Ken Logan.

All parties agree that:

1. This agreement is a one-time only exception to the contract; and
2. This agreement does not set a precedent for future actions; and
3. This agreement is subject to the rules and regulations of the insurance carrier.

This agreement shall expire on August 31, 2012.

Kevin S. Bek
For the Board of Education

10/17/11
Date

Donald Gunnison
Witness for the Board of Education

10/17/11
Date

Wendi L. Mausy
For the Association

10/17/11
Date

Trisha J. Kietzman
Witness for the Association

10/17/11
Date

LETTER OF AGREEMENT
between
HASTINGS AREA SCHOOL SYSTEM BOARD OF EDUCATION
and
HASTINGS EDUCATION ASSOCIATION
September 28, 2011

The parties agree that June 30, 2012 is the last day that Article XIII ¶ A and ¶B will be available to employees. As such, it is being removed from the Master Agreement and placed into a Letter of Agreement.

Article XIII
Terminal Leave/Early Retirement Incentive

A. A terminal leave payment for the purchase of two (2) years universal retirement service credit under Act 194 of 1989 will be paid upon retirement, pursuant to the Michigan Public School Employees Retirement System, provided the teacher shall have been employed in the school district for fifteen (15) years and was hired prior to July 1, 1999 and has less than thirty (30) years of MPSERS retirement credit accumulated as of June 30 in the calendar year in which the teacher is retiring. The universal service credit cost shall be computed using the then current applicable procedures and methods of calculation of the Michigan Public School Employees Retirement System for the retirement plan in which the teacher is participating.

The Board shall make the above contribution directly to MPSERS (if permitted by MPSERS) for the sole purpose of purchase of said retirement credit. This purchase shall be regarded as a pick-up contribution under Section 414(h)(2) of the Internal Revenue Code. Teachers who are eligible for this termination benefit do not have the option to receive the purchase amount in cash or in any other form of remuneration.

B. Teachers who have thirty (30) or more years of teaching experience accumulated by June 30 in the calendar year in which they are retiring will receive a terminal leave payment equal to 90% of the purchase of two (2) years universal retirement service credit for the retiring teacher in the form of twenty-four (24) equal payments deposited in a 403(b) account of the teacher's choice provided the teacher shall have been employed in the school district for fifteen (15) years and was hired prior to July 1, 1999. The universal service credit cost to accommodate the above formula shall be computed using the then current applicable procedures and methods of calculation of the Michigan Public School Employees Retirement System for the retirement plan in which the teacher is participating. The payment is to be divided into twenty-four (24) equal monthly payments and will be deposited in the teacher's account on or before the 21st of each month. A teacher may not receive direct cash payments, all payments must be made to a 403(b) plan of the teacher's choice as employer contributions under 403(b) Internal Revenue Code. Should the Board's contribution result in the teacher exceeding his/her allowable deposits for his/her 403(b) for a calendar year the teacher may request the Board extend the payments over a thirty-six (36) month period. The Board is not responsible for any tax payments that a teacher may incur by accepting this

termination benefit. In event of the teacher's death, any balance not yet paid to the individual receiving the termination benefit is to be paid to his or her designated beneficiary in accordance with the monthly payment schedule. Such payment will be made to the beneficiary's established 403(b) plan or one that shall be created to accommodate such payments unless the Board should opt to make the balance of the termination benefit payment in a one-time payment directly to the beneficiary.

- C. A teacher may not be eligible for both ¶A and ¶B above. In order to qualify for one of the above payments, an otherwise eligible retiring teacher shall notify the Superintendent by March 15 for a retirement effective at the end of the school year. Such notification shall be made by November 1 for a retirement effective at the end of the calendar year.
- D. The terms "employed in the school district" whenever used in this Article shall mean employment as either a member of the bargaining unit as defined in the Recognition clause (Article I, ¶ A) of this Agreement or time employed in any professional administrative capacity for the Hastings Area School System. All other periods of non-bargaining unit service to the Hastings Area School System shall not be regarded or considered by the parties as time "employed in the school district" for purposes of eligibility for terminal leave retirement incentive, or other separation payments under this Article.
- E. A "year" of employment for purposes of this Article shall be fulfilled by teaching or administrative service of at least 93 days in a school fiscal year (July 1 - June 30). For purposes of this provision, "teaching or administrative service" shall be inclusive of periods of paid leave. Bargaining unit members who are "employed in the school district" (as defined in ¶ E of this Article) for less than 93 days in a given school year, may aggregate partial years of bargaining unit and/or administrative service with the Board for purposes of meeting the years of service requirements under this Article.

This agreement shall expire on June 30, 2012.

Kim S. Berk
For the Board of Education

10/17/11
Date

Dana J. Savi
Witness for the Board of Education

10/17/11
Date

Wendy J. McAushey
For the Association

10/17/11
Date

Toshia J. Kitchman
Witness for the Association

10/17/11
Date

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