

- G. This Agreement is subject to amendment, alterations or additions, only by a subsequent written agreement between, and executed by, the Board and the Association.
- H. Any teacher participating in the Huron County Telecommunications Consortium will follow the operating guidelines of the Huron County Telecommunications Consortium Agreement which is the most current should it be revised or amended from its original form during the term of this Agreement.

ARTICLE XVIII - LAYOFF AND RECALL PROCEDURES

It is hereby specifically recognized that it is within the sole discretion of the Board to reduce its educational program, curriculum and staff and that the procedures set forth in this article shall be used in laying-off personnel. It is hereby understood that when any full time teacher has been reduced to less than a full time schedule the following article will be initiated in attempt to return the said teacher to full time status.

A. LAYOFF PROCEDURE

In order to promote an orderly reduction in personnel when the educational program, curriculum and staff is curtailed, the following procedure will be used:

- 1. The term seniority as hereinafter used shall be the length of continuous service within the bargaining unit of the Harbor Beach Community School as defined in Article I (A) of this agreement. Leave of absence granted in accordance with the provisions of the Master Contract shall not constitute an interruption in continuous service. Credit given for outside teaching experience shall not be considered for the purpose of accumulating seniority, but shall serve to reduce the probationary period in accordance with the provisions of the Tenure Act. The administrators employed on the ratification date of the 1978-80 contract shall have their seniority defined according to Article XVIII Section B of the 1976-77 Harbor Beach Community School's Contract.

No later than thirty (30) days following the ratification of this agreement and thereafter by September fifteen of each new school year a seniority list shall be prepared and a copy distributed to each teacher. All teachers shall be ranked on the list in order of their beginning date of employment in this district.

In the circumstance of more than one individual having the same first day of work, all individuals so affected, will participate in a drawing to determine placement on the seniority list. The Association and bargaining unit members so affected will be notified in writing of the date, place and time of the drawing. The drawing shall be conducted openly and at a time and place that will reasonably allow affected bargaining unit members and Association representatives to be in attendance.

2. Probationary teachers shall be laid off first. A probationary teacher shall not be laid off unless there is a tenure teacher who is certified and qualified to perform the duties of the position the probationary teacher is vacating or unless the position that the probationary teacher is vacating is being eliminated all together.
3. When reduction of staff at one level (elementary, middle school, high school) and increase of staff at another level (elementary, middle school, high school) is necessary, the following format will occur. (This is to assure that layoff at one level and hiring at another does not occur).
 - a. Volunteers will be sought to fill needed positions.
 - b. If no teacher volunteers, teachers will be placed in needed areas based on qualifications and seniority. It is the Board's position not to displace a first or second year teacher unless absolutely necessary.
 - c. Placement in a position will continue until such time as a vacancy occurs which would allow instructors to return to the original position if they so desire.
4. A tenure teacher who is laid off pursuant to this Article has the right to be placed in a teaching position for which he/she is certified and qualified to fill and which is occupied by a teacher with less seniority.
5. For the purposes of this Article "qualified" shall be defined in the following manner:
 - a. For a placement in a K-8 grade level elementary position, a teacher is qualified if he/she has elementary certification and a minimum of three (3) semester hours credit in elementary reading courses. The district agrees

that this requirement shall be waived if the teacher has a minimum of one year experience at the K-8 level in the past five years. K-6 teachers to be qualified for assignment to the 7th and 8th grade levels shall have a minimum of one year's teaching experience in the academic area he/she is attempting to be assigned or meets highly qualified as defined by No Child Left Behind.

- b. For placement in a core Secondary teaching position (core shall be defined as Math, Social Studies, Language Arts/English and Science). A 7-12 teacher is qualified if he/she has a graduate or undergraduate degree with a major or minor in the subject area or he/she has a minimum of one year's teaching experience in that core area or meets highly qualified as defined by No Child Left Behind.
- c. When the "No Child Left Behind Act" becomes law, qualified will then be defined according to the state of Michigan's definition of "highly qualified" in accordance with No Child Left Behind for the purposes of this contract.

- B. Recall of teachers shall be in the inverse order of layoff i.e. those laid off last will be recalled first provided however that a teacher to be reassigned shall be certified and qualified as herein set forth to teach the subject area he/she is being assigned.

When a vacancy occurs, in a position from which a teacher has been initially laid off, such position shall be offered to that teacher, prior to being considered a vacancy subject to posting under Paragraph B of Article V, Teachers Employment and Duties. This sub-paragraph shall apply only to laid-off teachers currently drawing unemployment compensation and those teachers who have gone to another position pursuant to paragraphs 4 and 5 of Subsection A, Layoff Procedure, of this Article. No new teachers shall be hired unless all teachers on recall list have been rehired provided those teachers on the recall list are certified and qualified for the open positions.

Tenure teachers shall be retained on the recall list until they notify the Board that they resign their employment. Probationary teachers shall automatically be retained on the recall list for two years from the date of lay-off, after which it shall be the teacher's responsibility to notify the superintendent of schools, in writing not later than June 1 annually of his/her desire to remain on the recall list.

C. INDIVIDUAL CONTRACT

1. The individual contract executed between each teacher and the employer is subject to the terms and conditions of this agreement. It is specifically agreed that this Article takes precedence and governs the individual contract and the individual contract is expressly conditioned upon this Article.

D. The following procedures will be used when the number of sections of elementary grades are increased or decreased, but no overall increase or decrease in total positions result.

1. If an elementary grade level is reduced by one or more sections, and another elementary grade level is increased by one or more sections, volunteers will be sought to leave that grade level to the following conditions:

a. If more volunteers exist than there are reductions in the grade level, the teacher(s) with the greatest District seniority, provided they are certified and qualified, shall be allowed to leave that grade.

b. If no volunteers ask to leave their current assignment, the teacher in the grade level to be reduced with the least District seniority, who is certified and qualified, to be placed in the grade level with increasing sections, shall be so placed.

2. Voluntary transfers when both parties are agreeable will be considered after section A has been implemented with the approval of the Administration.

3. The Board will make every effort to provide elementary teachers with a tentative plan of the needed elementary grade sections for the ensuing school year prior to the last day of school.

ARTICLE XIX - PROFESSIONAL COMPENSATION

A. The salaries of teachers covered by this Agreement are set forth in Schedule A which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the terms of this Agreement.

- B. The salary schedule is based upon a normal teaching load of 185 days based on attached school calendar in Schedule B, as hereinafter defined, during normal teaching hours.
- C. The school year of 185 days will be used for the purpose of computing all leave time and salary deductions. 186 for new teachers.
- D. 1. Absence for conventions, educational meetings, and other professional meetings shall be permitted without salary deduction for up to three (3) days per year provided
- (a) the Superintendent or his/her designee is notified and approved said meetings at least one week prior to the meeting date, and
 - (b) that funds provided for expenses related to such meeting attendance have not been exhausted.
 - (c) conferences and/or meetings that are fully reimbursed (i.e. Eisenhower funds) may be granted in excess of the above mentioned three days if no one else has applied to attend.
2. Expenses for conventions and educational meetings shall be provided by the Board of Education.
- (a) Lodging shall be limited to \$50/night/person.
 - (b) All approved mileage will be reimbursed the current IRS rate
3. Attendance will be subject to the availability of qualified substitute teachers.
4. Approval by the Superintendent will only be considered for meetings of a nature relating to the school program and the teacher's assignment.
5. The Board shall annually budget for expenses related to attendance at such meetings an amount equal to twenty-two percent (22%) of the negotiated BA minimum salary, of which up to 80% shall be utilized for programs relating to the academics only and up to 20% for non-academic and/or extra-curricular programs only.

6. Attendance at academic conferences, conventions, and educational meetings shall be on a first-come, first-serve basis except that no more than fifty percent (50%) of the amount allocated in 5 above shall be distributed during the 1st semester. No applications for second semester conferences will be accepted before December 1.
7. For coaching workshops and conferences the Athletic Director shall divide the available funds according to the following formula:
 - a. 50% of the total allocated monies shall be divided equally among the athletic programs being offered during the current school year by the Board of Education.
 - b. The remaining 50% of the total allocated monies shall be divided equally among all coaching positions being funded by the Board of Education for the current school year and added to the totals of part A above.
- E. Conference and curriculum days, when schools are not in session, require attendance of the teachers at these events.
- F. The Board agrees to pay the employee's contribution to the State of Michigan Public Employee Retirement System as provided for in Public Act 136 of the Public Acts of 1945, as amended (HB 5888).
- G. Teachers, at their discretion, shall be paid every two (2) weeks in either twenty-one (21) or twenty-six (26) pays. Each teacher will inform the Business Office of his/her choice during the first week of school. Those educators who choose to have twenty-six (26) pays will have their checks mailed to their home address on Friday during the summer vacation. Annuity payments shall be mailed within ten (10) working days of last scheduled payday in a given month.

DURATION OF AGREEMENT

This Agreement shall become effective on July 1, 2008 and shall continue in effect to and including June 30, 2011. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

TRI-COUNTY BARGAINING ASSOCIATION

By Charles Hancock
President

By Robert Allen
TCBA Chief Bargainer

Date 6-11-2009

BOARD OF EDUCATION

By Michael A. DeFino
President

By Nancy J. Krueger
Secretary

Date 6-8-09

HARBOR BEACH EDUCATION ASSOCIATION

By Judy Daley
President

Date June 9, 2009

SCHEDULE A

A. For the 2008-2009 school year 1.5% will be added to the 2008-2009 salary schedule.

For the 2009-2010 school year 1.5% will be added to the 2009-2010 salary schedule.

For the 2010-2011 school year 1.5% will be added to the 2010-2011 salary schedule.

Harbor Beach Salary Schedule
2008-2009
1.5%

STEP	BS	BS+15	BS+20	MA/BS+30	MA+30
1	35719	37063	37762	38291	40101
1.5	36518	37888	38611	39153	41004
2	37314	38725	39459	40014	41908
2.5	38149	39589	40340	40912	42846
3	38983	40456	41223	41807	43789
3.5	39854	41366	42146	42750	44780
4	40727	42276	43075	43687	45765
4.5	41763	43228	44048	44674	46798
5	42791	44171	45014	45657	47831
5.5	43633	45173	46035	46695	48919
6	44477	46172	47055	47723	50005
6.5	45482	47218	48121	48803	51135
7	46485	48259	49186	49882	52270
7.5	47538	49352	50302	51016	53457
8	48590	50447	51412	52151	54651
8.5	49689	51595	52586	53337	55894
9	50790	52741	53754	54469	57139
9.5	51946	53943	54978	55768	58448
10	53102	55142	56201	57007	59749
10.5	54310	56397	57479	58306	61114
11	55517	57651	58762	59607	62477

Harbor Beach Salary Schedule
2009-2010
1.5%

STEP	BS	BS+15	BS+20	MA/BS+30	MA+30
1	36255	37619	38328	38865	40702
1.5	37065	38456	39190	39740	41619
2	37874	39306	40051	40615	42537
2.5	38721	40183	40945	41525	43489
3	39568	41063	41842	42434	44446
3.5	40452	41987	42778	43391	45451
4	41338	42910	43721	44342	46452
4.5	42390	43876	44709	45344	47500
5	43433	44833	45689	46342	48548
5.5	44287	45850	46726	47396	49653
6	45144	46865	47761	48439	50755
6.5	46164	47926	48843	49535	51902
7	47182	48983	49924	50630	53055
7.5	48251	50093	51057	51781	54259
8	49319	51203	52183	52933	55470
8.5	50435	52369	53375	54137	56732
9	51551	53533	54561	55286	57997
9.5	52725	54752	55803	56605	59324
10	53898	55969	57044	57863	60645
10.5	55124	57243	58342	59180	62031
11	56350	58516	59644	60501	63414

Harbor Beach Salary Schedule
2010-2011
1.5%

STEP	BS	BS+15	BS+20	MA/BS+30	MA+30
1	36799	38183	38903	39448	41313
1.5	37621	39033	39778	40336	42243
2	38442	39896	40652	41224	43175
2.5	39302	40786	41559	42148	44141
3	40161	41679	42469	43070	45113
3.5	41059	42617	43420	44042	46133
4	41958	43554	44376	45007	47149
4.5	43025	44534	45379	46024	48212
5	44085	45506	46375	47037	49277
5.5	44952	46538	47427	48106	50398
6	45822	47568	48478	49166	51516
6.5	46857	48645	49576	50278	52680
7	47890	49718	50673	51390	53850
7.5	48974	50844	51823	52558	55073
8	50059	51971	52966	53727	56302
8.5	51191	53155	54176	54949	57583
9	52325	54336	55379	56115	58866
9.5	53516	55574	56640	57454	60214
10	54707	56809	57899	58731	61555
10.5	55951	58102	59217	60068	62961
11	57195	59393	60539	61409	64365

- B. Teachers completing more than 11 years of service shall annually receive a longevity salary payment above that provided for in Schedule A-1 as provided below determined on the Step 3 of the individual teacher's track.

12-14 years service	1.5%
15-19 years service	2.0%
20-24 years service	3.0%
25 or more years service	5.5%

- C. In each year of this Agreement, should the General Fund balance increase by an amount in excess of \$100,000 from the prior year's General Fund balance as reported in the annual audit, 50% of the amount in excess of \$100,000 shall be divided by the number of full time teachers as of June 30th of that year in the District. The resulting figure shall be paid to each eligible teacher in a separate payment from

normal payroll.

- D. Increments become effective at the beginning of the contractual period of each year and advancement under the salary schedule shall be automatic as of the beginning of the contractual period. Advancement on the horizontal salary schedule (Schedule A) shall become effective on completion of required academic or professional courses only at the beginning of the first semester. Notification of completed course work must be submitted to the Superintendent, prior to August 25th of the year in which the employee is expecting to be approved for salary schedule credit.
- E. The teaching experience of new teachers coming into the school district shall be evaluated by the Board. Credit for up to five years of previous teaching experience may be granted by the Board. The Board will also consider non teaching experience and in its sole discretion may award up to five (5) years of relevant experience. Credit for satisfactory active United States military service shall be allowed, provided the individual was teaching prior to entering the service. Teachers shall be allowed one step on the schedule for each year of active military service up to two (2) years. Beyond two years, credit will be awarded only to those teachers who are required to stay in Military Service on a non-voluntary basis.
- F. The District's payment of substitute teachers will proceed according to the following guidelines:
1. If a substitute is used to fill a temporary vacancy of a known duration of twenty (20) working days or more, they will receive a per diem rate of pay according to Schedule A-1 of the Master Agreement. It is expressly understood that the vacancy must be known to be of twenty (20) working days or more on the first day of the substitute's use in said vacancy for him/her to be eligible for the above.
 2. If a substitute is used to fill a vacancy that is of unknown duration on the first day said vacancy begins, he/she will receive the per diem rate of pay according to Schedule A-1 of the Master Agreement on the twenty-first (21st) day of consecutive employment. (Regular sub rate of pay will be paid for days one through twenty.)
 3. When a teacher substitutes on his/her planning time he/she will be paid 20% of the current substitute teacher rate per class period covered.

4. Upon day sixty-one (61) of consecutive days worked, the substitute teacher is entitled to receive insurance benefits as per this Master Agreement.
 5. Upon day one hundred twenty-one (121) of employment of a given school year, substitutes will comply with the provisions of Article II of this Agreement.
- G. When a teacher substitutes on his/her planning time he/she will be paid 20% of the current substitute teacher rate per class period covered.
- H. When teachers are assigned teaching responsibilities before or after the regular school day, they will be paid at a rate of one-seventh (1/7) of their regular pay per day for each normal class hour. A day's pay shall be computed by dividing the teacher's salary by 186, for new teachers and 185 for veteran teachers.

SCHEDULE B

All portions of Schedule B will be calculated at the BA Step 4 of the yearly salary schedule.

For athletic coaches only, a stipend of fifty dollars (\$50.00) will be awarded for each year of experience with a ten year maximum.

Position	2008-2011
Head Football Coach	9.5
Head Basketball Coach (B&G)	9.5
Asst. Football	7.1
JV Basketball (B&G)	7.1
Head Track	7.1
JV Football	7.1
Head Baseball	7.1
Girls Softball	7.1
Cross Country	7.1
Varsity Volleyball	7.1
Golf	7.1
Wrestling	7.1
Tennis	7.1
Soccer	7.1
Asst. JV Football	6.7

Freshman Bkball (B&G)	6.7
JV Volleyball	6.7
Asst. Track (B&G)	6.7
Position	2003-2004
7 th Gr. Basketball (B&G)	4.1
8 th Gr. Basketball (B&G)	4.1
Annual Advisor	8.0
Forensics Coach	3.2
Debate Coach	3.2
Cheerleading Coach	6.7
Secondary Play Director	3.5
Secondary Musical Director	4.0
Secondary Musical Accompanist	350
Director of Bands **	8.5
FHA	4.0
FFA Advisor **	8.5
Green Field Village	0.5% per tchr going
Safety Patrol	1.5%
Mackinaw Island Trip	0.5% per tchr
7 th Gr. Camp	0.5% per tchr
Mentor Teacher	900
Driver Education	0.065 per hr
Adult Education (Summer School)	.065 per hr or grant allotment which ever is greater
12 th Gr. Class Chair	2.5
11 th Gr. Class Chair	4.0
10 th Gr. Class Chair	2.5
9 th Gr. Class Chair	2.5
Middle School Student Council	1.75
Middle School Social Committee	1.75
National Honor Society	1.75
Journalism (w/class)	2.0
Journalism (w/o class)	3.7
Quiz Bowl	3.0

Mock Trial	3.7
H.S. Student Council-2 positions	3.0
All approved mileage	(Current) IRS rate
Elementary Musical Director	3.0
Elementary Play Director	2.5
Accompanist	300

**(0.025 of scheduled salary for each additional week scheduled by the administration in excess of school year. Employees to be notified prior to April 1 of each year of there is a proposed change in the length that contract extends beyond the school year.)

SCHOOL CALENDAR

The calendar shall include the number of instructional and professional development days required by the State of Michigan. The District will comply with all state requirements for instructional hours within the framework of this calendar. The starting and ending dates of each school year shall be closely aligned with the Huron County Calendar Frameworks. The calendar will also provide for two parent-teacher conferences, one each semester

Teachers will work beyond the student calendar: one (1) day prior to the beginning of the school year, one (1) day at the end of each semester, and two (2) days for inservice

2008-2009 School Year

Date	Event	Time Schedule
August 26	Professional Development & Teacher Meeting	8:00 – 3:10 3:10 – 3:55
August 27	County-wide Professional Day	8:00 – 3:10
August 28	Teacher Work Day	8:00 – 3:10
September 2	First Day for Students	
September 22	Professional Development & Teacher Meeting	8:00 – 3:10 3:10 – 3:55
October 27	Professional Development & Teacher Meeting	7:50 – 3:10 3:10 – 3:55
October 31	End of First Quarter	
November 5	Parent-Teacher Conference	3:30 – 6:00
November 6	Parent-Teacher Conference	1:00 – 4:30

	Dismissal 11:30	6:00 – 8:00
November 17	Professional Development & Teacher Meeting	7:50 – 3:10 3:10 – 3:55
November 26	Early Dismissal Day	11:30
November 27 & 28	Thanksgiving Break	
December 8	Professional Development Breakfast & Tchr. Meeting	7:00 – 8:55 9:00 – 3:10 3:10 – 3:55
December 22	Winter Break	
January 5	Return from Winter Break	
January 23	End of First Semester	
January 26	Records Day	
February 13	Professional Development	7:50 – 3:10
February 16	County-wide Professional Development	8:00 – 3:10
March 5	Spring Parent-Tchr. Conference	3:30 – 6:00
March 16	Professional Development & Teacher Meeting	7:50 – 3:10 3:10 – 3:55
March 27	End of Third Quarter	
April 6-10	Spring Break	
April 13	Professional Development & Teacher Meeting	7:50 – 3:10 3:10 – 3:55
May 22	Make-up Snow Day or No School	
May 25	Memorial Day	
June 5	Last Student Day	
June 8, 2009	Last Teacher Day	

2009-2010 School Year

Date	Event	Time Schedule
September 1	Professional Development & Teacher Meeting	7:50 – 3:10 3:10 – 3:55
September 2	County-Wide Professional Development	8:00 – 3:10
September 3	Teacher Work day	7:50 – 3:10
September 8	First Day for Students	
September 28	Professional Development & Teacher Meeting	7:50 – 3:10 3:10 – 3:55
October 19	Professional Development & Teacher Meeting	7:50 – 3:10 3:10 – 3:55
November 6	End of First Quarter	
November 11	Parent-Teacher Conference	3:30 – 6:00
November 12	Parent-Teacher Conference 11:30 Dismissal	1:00 – 4:30 6:00 – 8:00
November 16	Professional Development & Teacher Meeting	7:50 – 3:10 3:10 – 3:55
November 25	Early Dismissal Day 11:30 Dismissal	
November 26 & 27	Thanksgiving Break	
December 7	Professional Development Breakfast & Tchr. Meeting	7:00 – 8:55 9:00 – 3:10 3:10 – 3:55
December 23	Winter Break	
January 4	Return from Winter Break	
January 22	End of First Semester	
January 25	Records Day	
February 12	Professional Development	7:50 – 3:10
February 15	County-Wide Professional Development Day	8:00 – 3:10
March 4	Spring Parent-Tchr. Conference	3:30 – 6:00
March 15	Professional Development & Teacher Meeting	7:50 – 3:10 3:10 – 3:55
March 26	End of Third Quarter	
April 2 – 9	Spring Break	
April 12	Professional Development & Teacher Meeting	7:50 – 3:10 3:10 – 3:55
May 28	Make up Snow Day or No School	

May 31	Memorial Day	
June 10	Last Student Day	
June 11, 2010	Last Teacher Day	

2010 – 2011 School Year

Date	Event	Time Schedule
August 31	Professional Development & Teacher Meeting	7:50 – 3:10 3:10 – 3:55
September 1	County-Wide Professional Development Day	8:00 – 3:10
September 2	Teacher Work Day	7:50 – 3:10
September 7	First Day for Students	
September 27	Professional Development & Teacher Meeting	7:50 – 3:10 3:10 – 3:55
October 18	Professional Development & Teacher Meeting	7:50 – 3:10 3:10 – 3:55
November 5	End of First Quarter	
November 10	Parent-Tchr. Conference	3:30 – 6:00
November 11	Parent-Tchr. Conference 11:30 Dismissal	1:00 – 4:30 6:00 – 8:00
November 15	Professional Development & Teacher Meeting	7:50 – 3:10 3:10 – 3:55
November 24	Early Dismissal Day	11:30 Dismissal
November 25 & 26	Thanksgiving Break	
December 6	Professional Development Breakfast & Tchr. Meeting	7:00 – 8:55 9:00 – 3:10 3:10 – 3:55
December 23	Winter Break	
January 3	Return from Winter Break	
January 21	End of First Semester	
January 24	Records Day	
February 18	Professional Development	7:50 – 3:10
February 21	County-Wide Professional Development day	8:00 – 3:10
March 3	Spring Parent-Tchr. Conference	3:30 – 6:00

March 14	Professional Development & Teacher Meeting	7:50 – 3:10 3:10 – 3:55
March 25	End of third Quarter	
April 4 – 8	Spring Break	
April 13	Professional Development & Teacher Meeting	7:50 – 3:10 3:10 – 3:55
April 22	No School	
May 22	Make-up snow Day or No School	
May 25	Memorial Day	
June 5	Last Student Day	
June 8, 2011	Last Teacher Day	

APPENDIX A

USE OF PERSONAL PROPERTY REQUEST FORM

_____ Is hereby authorized to use the following personal item(s) in instruction for the below noted length(s) of time as per Article XIII, Section E, of the Master Agreement.

<u>ITEM</u>	<u>LENGTH OF TIME*</u>
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____

BUILDING PRINCIPAL

AUTHORIZED TEACHER

Date: _____

Date: _____

*Put in dates of authorization.

APPENDIX B**HARBOR BEACH COMMUNITY SCHOOLS
TEACHER EVALUATION**

In order to adequately evaluate teaching personnel and work for cooperative professional development the following Phase I and Phase II instrument shall be used. The instruments are based on *Enhancing Professional Practice...A Framework for Teaching* by Charlotte Danielson. A copy of the book will be provided to each teacher. The teachers are encouraged to review the rubrics for the twenty-two performance-based components. Teachers may submit evidence of their professional performance in Domains 1 and 4 to their evaluator prior to any of the mandated assessments.

Phase I Probationary Teachers (as defined by the Michigan Teacher Tenure Law)

Phase I assessments are required three (3) times per academic year. The assessments are based on observations that are completed within a clinical, supervisory cycle that includes pre-observation and post-observation conferences. These observation-based assessments must be completed by the time periods specified in the Master Contract. The third assessment, which constitutes the final, annual evaluation report, is based on the evaluator's classroom visitations as well as their holistic and summative assessment of the teacher's professional performance. Note: Additional classroom visitations may be scheduled at the request of the classroom teacher or at the discretion of the evaluator.

Phase II Tenured Teacher (as defined by the Michigan Teacher Tenure Law)

The purpose of Phase II is to support and assess veteran (tenured) teachers relative to their success in pursuing professional growth focused on one (1) to three (3) components selected from *Enhancing Professional Practice...A Framework for Teaching*.

Teachers in Phase II will be responsible for developing a minimum of one (1) and a maximum of three (3) professional performance goals, mutually agreeable to the teacher and the evaluator. Phase II goals must be grounded in *Enhancing Professional Practice...A Framework for Teaching*. The instrument will include a description of relevant strategies and the indicators of success for each goal.

Two (2) conferences (planning and assessment) will set the context in which the teacher and evaluator have the opportunity to discuss the teacher's goals, strategic plan, and indicators for success. The first of the two conferences, the planning conference, may be held in the spring of the school year preceding

the year in which the goals are to be pursued or in the fall of the school year. The time of the planning conference is to be mutually agreeable to the teacher and evaluator but must be completed no later than October 15 of the school year in which the goals are to be pursued. The purpose of the goal setting conference is for the teacher and evaluator to reach agreement on the performance goals to be pursued and the success indicators to be applied.

The second conference, the assessment conference, provides the context in which the teacher and evaluator meet to discuss the extent to which the indicators of success have or have not been achieved. The evaluator is responsible for assessing the teacher's success in achieving the stated goal(s) by writing a narrative assessment statement. The teacher has the opportunity to reflect on and respond to the evaluator's statement.

APPENDIX C

ABSENCE REQUEST

Name of Employee: _____ Current Date _____

Date on which leave is requested: _____

- Full Day
- Half-Day AM
- Half-Day PM

- Reason for absence:
- Medical Appointment / Sick Day
 - Funeral _____
 - Jury Duty _____
 - HBEA _____
 - Vacation
 - Personal Day **

**Personal Days: "for the purpose of conducting business which is impossible to transact during non-work hours. IT WILL NOT INVOLVE OTHER BUSINESS INTERESTS NOR WILL IT BE USED FOR SHOPPING, RECREATION, ETC."

- First Personal Day For This School Year
- Second Personal Day For This School Year
- Request for additional Personal Day To Be Taken From Sick Day Bank (Memo Of Explanation Must Be Attached)

Signature of Employee: _____

The above request: _____ Fails To fulfill Time Requirements
_____ Falls Before Or After A Holiday

The above request is hereby: Approved Disapproved

Supervisor: _____ Date: _____

Superintendent: _____ Date: _____

LETTER OF AGREEMENT

January 16, 2009

Appendix C Personal Leave Form

The Parties listed below agree to use the attached Appendix C Personal Leave form as revised for the 2008-2009 school year. It will replace the Personal Leave form in the current Master Agreement between the Harbor Beach Community School District and the Tri-County Bargaining Association until June 30, 2009. If an agreement to revise the Personal Leave form in the current Master Agreement is not reached by June 30, 2009, then the Parties agree to continue to use the Appendix C Personal Leave form as shown in the current Master Agreement.

FOR THE ASSOCIATION

FOR THE BOARD

President, Harbor Beach Education Assoc.

Superintendent, Harbor Beach
Community School District

Date

Date

APPENDIX C

PERSONAL LEAVE FORM

Master Agreement 2005-2008

Date _____

I hereby request a personal business day on _____ for
(Date)

"the purpose of conducting business which is impossible to transact during non teacher hours. IT WILL NOT INVOLVE OTHER BUSINESS INTERESTS NOR WILL IT BE USED FOR SHOPPING, RECREATION, ETC."

Signed: _____

.....
Date _____

This request for a personal business day has been submitted to me on the date indicated Above, to be forwarded to the Superintendent for action.

Principal

.....
Date _____

The above request is hereby Approved Disapproved

_____ Failed to fulfill time requirements

_____ Before or after a holiday

_____ Business days exhausted

Superintendent

1st copy – Superintendent

2nd copy – Principal

3rd copy - Teacher

LETTER OF AGREEMENT

It is hereby agreed by and between the Harbor Beach Community Schools Board of Education and the Harbor Beach Education Association/TCBA/MEA/NEA as follows:

1. For the 2008-2009 and the 2009-2010 school years, the total number of scheduled work days shall be 180.
2. Non-instructional days shall be five (5) days.
3. Professional Development Days shall be scheduled from 8:00 AM to 3:00 PM.
4. Regular staff meetings on Professional Development Days shall be scheduled from 3:00 PM to 3:55 PM.

FOR THE BOARD

FOR THE ASSOCIATION

Ron Kraft, Superintendent

Judy Daley, President

Dated: October 16, 2008

Dated: October 16, 2008

Linda Lenar

Dated: October 16, 2008

HARBOR BEACH COMMUNITY SCHOOLS

Teacher Evaluation: Phase I: Clinical Observation Report, Part I

Teacher's Name _____ School _____ School Year _____

Evaluator's Name _____ Grade Level/Subject _____ Observation # _____

Instructions: Please rate the teacher's performance on any of the twenty-two criteria for which you feel you have appropriate data. Refrain from scoring criteria for which you do not have data. Please use the following rating scale:

U = Unsatisfactory B = Basic P = Proficient D = Distinguished N/O = Not Observed

Domain 1: Planning and Preparation		Rating	Domain 2: The Classroom Environment		Rating
1a	Demonstrating Knowledge of Content & Pedagogy		2a	Creating an Environment of Respect & Rapport	
1b	Demonstrating Knowledge of Students		2b	Establishing a Culture of Learning	
1c	Selecting Instructional Goals		2c	Managing Classroom Procedures	
1d	Demonstrating Knowledge of Resources		2d	Managing Student Behavior	
1e	Designing Coherent Instruction		2e	Organizing Physical Space	
1f	Assessing Student Learning				

Domain 3: Instruction		Rating	Domain 4: Professional Responsibilities		Rating
3a	Communicating Clearly & Accurately		4a	Reflecting on Teaching	
3b	Using Questioning & Discussion Techniques		4b	Maintaining Accurate Records	
3c	Engaging Students in Learning		4c	Communicating with Families	
3d	Providing Feedback to Students		4d	Contributing to the School & District	
3e	Demonstrating Flexibility & Responsiveness		4e	Growing & Developing Professionally	
			4f	Showing Professionalism	

HARBOR BEACH COMMUNITY SCHOOLS

Teacher Evaluation: Phase I: Clinical Observation Report, Part II

Teacher's Name _____ School _____ School Year _____

Evaluator's Name _____ Grade Level/Subject _____ Date _____

Summary Statement of Evaluator	Summary Statement of Teacher
Evaluator's Recommendation(s)	

Teacher's Signature _____ Date _____

Mentor Teacher's Signature _____ Date _____

Evaluator's Signature _____ Date _____

(Signature indicates completion of the appraisal process, not necessarily consensus)

This evaluation is based on:

Pre-conference date _____ Classroom observation date _____ Post-conference date _____

Document Analysis: Specify _____

Other: Specify _____

LETTER OF AGREEMENT

June 27, 2000

In the event that the State mandated hours of instruction change during the time frame of this agreement, it is mutually understood that:

Teachers are to be at their duty post at least five minutes prior to the start of school and at least ten minutes after the completion of the student day. These hours are established so we can meet the requirements of the State with a minimum of 20 hours cushion built into the schedule.

HBEA President: _____

Date: _____

Superintendent: _____

Date: _____

LETTER OF AGREEMENT

September 23, 2003

Conference Time Responsibilities

Types of responsibilities to be addressed during conference times:

- Parent Communications
- Professional Communications
- Subject Preparation
- Assessments
- Preparation of Materials

Conference Time Schedule and Compensation

In the event a teacher instructs more than 50% of a normal workday, they will be compensated for their entire preparation period.

In the event a teacher instructs 50% or less of a normal workday, their scheduled preparation time and compensation of said preparation time will be prorated in accordance to the number of periods instructed per normal work day as established by the Master schedule.

Example with seven (7) period day:

Teaching:

- 1 Class = 1 conference period per week
 - 2 Classes = 2 conference periods per week
 - 3 Classes = 3 conference periods per week
 - 4 Classes = 1 conference period every day
- (or >50%)

This concept will be adjusted to meet any level schedule.

Regarding non-instructional days that the employee is required to attend at the request of administration, said employee will be compensated at the appropriate daily rate. It is understood that the only exception will be that all part-time instructors will attend all parent-teacher conferences without additional compensation unless excused by appropriate administrator.

Harbor Beach Education Association

Date: September 23, 2003

Harbor Beach Community School District

Date: September 23, 2003

LETTER OF AGREEMENT

December 13, 2003

ARTICLE V – TEACHERS EMPLOYMENT AND DUTIES

- B. Written notices of all vacancies in the bargaining unit will be posted in the office of the Superintendent, Elementary, Middle School and High School offices, and a copy forwarded to the Association president. A teacher may apply for any vacancy in the bargaining unit at any time. Such application must be in writing, addressed to the Superintendent of Schools. Applications will be considered should such vacancy occur, either during the school year or during the summer. The vacancy shall be filled by a qualified applicant with the greatest seniority in the bargaining unit. If there is no qualified applicant within the bargaining unit the Board may hire from outside the unit. Vacancies which occur after August 15 may be filled without posting. Schedule B vacancies, which occur within 30 days of the first scheduled practice/event, may be filled without posting. Should these positions exist for the following year, they will be declared vacant and posted. The Administration will notify the Association President in writing within 5 business days of the occurrence of such vacancies and who is assigned when the assignee has been notified.

FOR THE ASSOCIATION

FOR THE BOARD

President

Superintendent

Date: December 8, 2003

Date: December 8, 2003

SPECIAL CONTRACT PROVISION FOR LIMITED APPLICATION

The parties hereby agree that anyone who leaves the employ of the Harbor Beach public Schools at the conclusion of the 2008-2009 school year shall receive a payment of \$7,000. The provision applies to those members of the bargaining unit who have ten (10) years or more of teaching experience in the Harbor Beach School District. In order to be eligible for said payment the employee in the bargaining unit must notify the Harbor Beach Public Schools of their decision to leave the employ of said school district at the end of the year. Said decision shall be irrevocable and is contingent upon the ratification of this agreement by both parties.

It is understood that any bargaining unit member who elects to leave said employment shall receive the payment in equal installments through normal payroll procedures in accordance with the stand procedures of the district.

The bargaining unit member must notify the school district on or before August 22, 2008 of their decision to retire at the end of the 2008-2009 school year. Such decision is irrevocable and subject to review by the legal counsel for the school district to ensure compliance with all law of the State of Michigan.

It is understood by the parties that such payment shall be in exchange for additional employment duties that will be assigned by the board or its' designee for the purpose of aligning curriculum with the Curriculum Frameworks of the State of Michigan. Further, all work assigned shall be related to the improvement or enhancement of the instructional function in order to benefit student achievement. All work shall be supervised by the Board of Education or its designee with periodic reports being provided to the Board of Education regarding the additional work.

The parties agree that this provision shall be effective for the 2008-2009 year of this agreement and will not be in effect for the 2009-2010 or 2010-2011 years of this agreement.

MEMORANDUM OF UNDERSTANDING CONTRACT ADDENDUM

The parties agree that all current employees will be permitted to opt for the health insurance of their choice through the Harbor Beach public Schools or that of a legal partner through the employer of the legal partner if available.

Should the parties fail to bargain a new agreement prior to the expiration date of this agreement, the application of the comparability model shall apply to current employees as well as any unit members who were employed by the Harbor Beach Public Schools after August 13, 2008.

Employees working less than a full contract year shall have benefits terminated on the first day of the month following termination of employment provided, however, that any teacher who works through May 30th will receive benefits through the summer.

Those employees who were hired after August 13, 2008 shall be provided with health insurance by the district. There shall be no duplicate hospitalization. In the event that the district employees a bargaining unit member who has a legal partner who is eligible for health insurance from another source, the employee must be covered under the legal partner's plan if it is comparable to the current plan in effect for bargaining unit members under this Agreement.

The district will determine comparability for all employees, including those grandfathered under this Agreement. Comparability relates to benefit levels and coverage's in the plan of the legal partner compared with the current Choices II 100/200 - \$10/\$20 RX co-pay. This application is effective for all bargaining unit members following expiration of this Agreement should a successor agreement not be in place on the expiration date. Current bargaining unit members under contract with the Harbor beach Public Schools do not have the application of comparability applied to them until this Agreement expires.

Comparability related to benefit levels and coverage's contained in the plans. Should the comparable plan have such benefit levels and coverages as Choices II, it will be considered as comparable. Any employee paid premium co-pays are not to be considered in the comparability analysis only the benefit levels and coverages of the current Choices II and those of the legal partner's plan to be examined.

Should there be a disagreement related to comparability, the following procedures will be used to address the matter.

1. The parties agree that the independent hearing official shall have full authority to evaluate and render a decision on the comparability of two plans.
2. The parties agree to accept the decision as final and agree to take no further action in an attempt to achieve a more favorable outcome.

3. The cost of the hearing officer, expenses and professional fees shall be paid by the Harbor Beach Public Schools.
4. The hearing officer will be selected and agreed upon by the Harbor Beach Education Association and the Board.
5. The hearing officer shall have no power to rule on any aspect of the collective bargaining Agreement except the comparability of the benefit levels and coverages in the insurance instruments.
6. The hearing officer shall have five (5) days from the date of the comparability hearing to render his decision.

FOR THE BOARD

FOR THE ASSOCIATION

Ronald Kraft, Superintendent

Linda Lenar, HEBA Representative

Dated: September 30, 2008

Dated: September 25, 2008

Michael Delpiere, President

Gil Suzor, MEA Representative

Dated: September 29, 2008

Dated: September 25, 2008