

**MASTER AGREEMENT**

**BETWEEN**

**HART PUBLIC SCHOOLS  
BOARD OF EDUCATION**

**AND**

**HART EDUCATION ASSOCIATION**

**2008-2010**

*~final~*  
*~June 6, 2008~*

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## WITNESSETH

WHEREAS, the parties are required by law to negotiate in good faith on wages, hours, and other terms and conditions of employment of the bargaining unit members, that parties have reached agreement on all such matter and desire to execute this contract covering such agreement.

## AGREEMENT

THIS AGREEMENT, entered into this 9th day of June, 2008, by and between the Board of Education of the Hart Public Schools of Hart, Michigan, hereinafter called the "Board" and the Hart Education Association, hereinafter called the "Association".

## ARTICLE I RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive bargaining representative as defined in The Public Employment Relations Act, as amended, for all certificated teachers, social workers, guidance counselors and librarians employed by the district. Excluded from the unit are substitutes, full and part time principals, supervisors, administrators, executives, and all others. In the event the parties cannot agree whether a new position is in or out of the unit, either party may petition the MERC for a determination on the matter. The term "teacher" when used hereinafter in this agreement shall refer to all employees represented by the Association bargaining unit as defined above.
- 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 by the Association, if the adjustment is not inconsistent with the terms of the Agreement, provided that the Association has been given opportunity to be present at such adjustment.
- C. Within thirty (30) days of the beginning of the school year, a teacher's individual employment, or the ratification of the Agreement, whichever is later, teachers may sign and deliver to the Board an assignment authorizing deductions for life insurance, annuities, credit union and other deductions, as has been established by practice plus any other specific deductions authorized from time to time by the Board and the Association. (Note Union dues and fees are deducted via Article IV.)
- D. Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under the Michigan Revised School Code.

**ARTICLE II**  
**BOARD RIGHTS**

A. Laws and Authority

Nothing contained herein shall be considered to deny or restrict the employer of its rights, responsibilities, and authority under the laws of the State of Michigan and of the federal government of the United States. Except as stated by this agreement, all of the rights, powers, and authority the employer had prior to this agreement are retained by the employer.

B. Management and Control

It is expressly agreed that all rights which ordinarily vest in and have been exercised by the employer, except those which are relinquished herein by the employer, shall continue to vest exclusively in and be exercised exclusively by the employer without prior negotiations with the Union either as to the taking of action under such rights or with respect to the consequence of such action during the term of this agreement.

Such rights shall include, by way of illustration and not by way of limitation, the right to:

1. Manage and control its business, its equipment, and its operations and to direct the working forces and affairs of the employer.
2. Continue its rights, policies, and practices of assignment and direction of personnel, determine the number of personnel and scheduling of all the foregoing, and the right to establish, modify, or change any work or business or school hours or days.
3. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work or duties to employees, determine the size of the work force and to lay off employees.
4. Adopt reasonable rules and regulations.
5. Determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
6. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
7. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization, provided that the employer shall not abridge any rights from employees as provided for in this agreement.

**ARTICLE II, BOARD RIGHTS Concluded...**

8. Determine the policy affecting the selection, testing, or training of employees providing that such selection shall be based upon lawful criteria.
9. The employer shall continue to have exclusive right to establish, modify or change any condition except those covered by provisions of this agreement.
10. The employer shall determine all methods and means to carry on the operation of the schools.
11. To exercise management and administrative control of the school system, and its properties and faculties.
12. To establish hiring procedures and qualifications.
13. To establish course of instruction and inservice training program for employees and to require attendance at any workshop, conference, etc., by employees, including special programs during the workday.
14. The employer shall continue the right to determine and re-determine job descriptions.

**C. Limits**

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the employer, the adoption of policies, rules, regulations, and practices in furtherance thereof, shall be limited only by the terms of this agreement and then only to the extent such terms hereof are in conformance with the laws of the State of Michigan, and the laws of the United States.

**D. Agreement**

The matters contained in this agreement and/or the exercise of any such rights of the employer are not subject to further negotiations between the parties during the term of this agreement.

**ARTICLE III**  
**TEACHER RIGHTS**

- A. Pursuant to the Public Employment Relations Act, the Board hereby agrees 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 protected activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by The Public Employment Relations Act; that it will not discriminate against any teacher with respect to hours, wages or any terms or conditions of employment by reason of his/her membership in the Association or collective professional negotiations with the Board, or his/her institution of any grievance, complaint or processing 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 public agency.
- C. The Association and its members shall have the right to use school building facilities at all reasonable hours for meetings which are scheduled with the building principal, provided that such meetings do not conflict with regularly scheduled school activities, and responsibility for excessive clean-up is borne by the Association. Faculty room bulletin boards and teacher mail boxes shall be made available to the Association and its members.
- D. Upon reasonable written request, and to the extent required by law, the parties shall make available to one another information necessary to assist in the processing of grievances, the administration of this agreement, and the negotiation of a successor contract to this agreement.
- E. Each teacher is required to hold and is responsible for maintaining all certificates, endorsements and approvals required by law and by the Michigan Department of Education to serve in the position assigned. It is the teacher's responsibility to file such certificates, endorsements or approvals with the district. The certification status of a teacher on file with the district shall be considered conclusive for all purposes under this agreement. The teacher shall promptly provide written notice to the district and the association of any change to his/her certificates, endorsements, or approval after the original filing of same with the district. This shall include notice of any additional endorsements, certificates, renewals, approvals as well as expirations, revocations and any limitations thereon. The teacher shall further notify both the district and the Association, in writing, in the event he/she petitions the Michigan Department of Education for nullification or limitation of his/her certificate, one or more endorsements thereon, or a grade level certification appearing on the certificate. Should the Board be advised by a source other than the teacher that a certificate has expired, or is about to expire, it will promptly notify the teacher.

### ARTICLE III, TEACHER RIGHTS Concluded...

- F. No teacher shall be disciplined (including warnings, reprimands, suspensions, discharges, or other actions of a disciplinary nature) without just cause. The specific grounds forming the basis for disciplinary action will be made available to the teacher and the Association in writing.

This provision does not apply to the dismissal or non-renewal of probationary teachers until after the beginning of their third year of employment with the district.

- G. A teacher shall be entitled to have present an Association representative of his/her choice whenever they are called to an administrative office for the purpose of a disciplinary interview. 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. The selected representation must be available no later than the following business day.

- H. The Board agrees to follow a practice of progressive discipline. Disciplinary action taken against a teacher shall be appropriate to the behavior which precipitated said action. The parties recognize that certain behavior will justify discharge on its first occurrence.

This provision does not apply to the dismissal or non-renewal of probationary teachers until after the beginning of their third year of employment.

- I. Any complaint made, or information supplied, against a teacher that has not been called to the attention of the teacher may not be used as the basis of any disciplinary action against the teacher. Nor shall such complaint or information be placed in the personnel file of a teacher without the teacher's knowledge.

- J. Each teacher shall have the right upon request to review the contents of his/her personnel file at reasonable times. A representative of the Association may, at the teacher's request, accompany the teacher in this review. It is recognized that access is limited to material as defined by law.

**ARTICLE IV**  
**AGENCY SHOP**

- A. Each bargaining unit member shall, as a condition of employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this agreement, whichever is later, join the Association or pay a service fee to the Association equivalent to the amount of dues uniformly required by the members of the Association, less any amounts not permitted by law. The bargaining unit member may authorize payroll deduction for membership dues or service fees, as is applicable.

No bargaining unit member is required to become or remain a member of the Association as a condition of employment. Bargaining unit members, who elect not to become members of the Association, are required to pay a reduced service fee to the Association equivalent to his/her proportionate share of Association expenditures that are necessary to support representational activities in dealing with the Board on labor-management issues.

In the event that a bargaining unit member does not remit membership dues to the Association or does not pay the service fee directly to the Association (or authorize payment of membership dues or the service fee through payroll deduction) the Board shall, pursuant to MCLA 408.477, MSA 17.277 (7), and at the request of the Association, deduct the service fee from the bargaining unit member's wages and remit same to the Association under the due process procedures provided below.

1. The procedure in all cases on non-payment of the service fee shall be as follows:
  - a. The Association shall notify the bargaining unit member of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for wage deduction may be filed with the Board in the event compliance is not effected.
  - b. If the bargaining unit member fails to remit the service fee or authorize deduction for same, the Association may request the Board to make such deduction pursuant to paragraph A. above.
  - c. The Board, upon receipt of request for involuntary deduction, shall provide the bargaining unit member with an opportunity for a due process hearing. This hearing shall address the question of whether or not the bargaining unit member has remitted the service fee to the Association or authorized payroll deduction of same. Additionally, the bargaining unit member may request that the Board withhold or suspend involuntary wage deduction due to any asserted legal infirmity with the Association's internal procedures by which bargaining unit members may protest the calculation of the agency shop/service fee which is alleged to be not properly chargeable to bargaining unit members who elect not to become members of the Association.



**ARTICLE IV, AGENCY SHOP Continued...**

- d. Payroll deductions made pursuant to the procedure outlined above shall be made in equal amounts as nearly as may be from the paychecks of the bargaining unit member so affected.
- B. Nothing in this article shall be interpreted or applied to require involuntary or passive deduction of employee contributions to political action or other similar funds of the Association or its affiliates. Such deduction shall only be made with the affirmative written and voluntary consent of the employee, on file with the Board, in accordance with applicable statutory provisions.
- C. Pursuant to Chicago Teachers Union v Hudson 106 S CT 1066 (1986), the Association has established a policy regarding “objections to political-ideological expenditures – Administrative Procedures”. That policy, and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-Association bargaining unit members. The remedies set forth in that policy shall be exclusive, and unless and until such procedures (including any administrative or judicial review thereof) shall have been availed and/or exhausted, no dispute, claim or complaint by such objecting bargaining unit member concerning the application and interpretation of this article shall be subject to the grievance procedure set forth in this agreement.
- D. Due to certain requirements established in recent court decisions, the Association represents that the amount of the fee charged to non-members, along with other required information, may not be available and transmitted to non-members until mid school year (December, January or February). Consequently, the parties agree that the procedures in this article relating to the payment or non-payment of the representation fee by non-members shall be activated thirty (30) days following the Association’s notification to non-members of the fee for that given school year.
- E. The Association will certify at least annually to the district, fifteen (15) days prior to the date of the first payroll deduction for professional fees and at least fifteen (15) days prior to the date of the first payroll deduction for service fees, the amount of said professional fees and the amount of service fee to be deducted by the Board, and that said service fees includes only those amounts permitted by this agreement and by law.

The parties agree to cooperatively discuss and exchange information 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 administrative procedures regarding objections to political/ideological 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 to object to the service fee.

#### ARTICLE IV, AGENCY SHOP Concluded...

The Association further agrees to certify to the Board that the Association and its affiliates have complied with the above policies and administrative procedures prior to requesting enforcement of the service fee obligation contained in this article.

Further, the Association agrees to promptly notify the Board in the event of a court order, and order of an administrative agency, or arbitration award is rendered restricting the Association from implementing its agency fee objection policy or from charging or allocating any of the Association's expenditures to bargaining unit members who choose not to join the Association. In the event of the entry of such an order of arbitration award, the Board shall have the right to immediately suspend involuntary wage deduction under this article and shall promptly give notice of any such decision to the Association.

In the event that the Association fails to provide certification of information as called for in this article above, the Board shall have the right, upon one week's notice to the Association local president to discontinue all involuntary dues deduction for representation service benefit fees contained in the article until such time as the Association has fully complied with the provisions of the article.

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 sums equal to such amounts 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.

The Association shall indemnify and save the Board harmless against any and all claims, demands, suits or other forms of liability which may arise out of or by reason of action taken or not taken by the Board in reliance upon information furnished to the Board by the Association in the course of enforcing this section. Further, the Association agrees to indemnify and save the Board of Education of the Hart Public School District, the individual members of its Board of Education, and individual administrators, harmless against any and all claims, demands, costs, suits, claims for attorney fees or other forms of liability as well as all court and/or administrative agency costs that may arise out of or by reason of, action by the Board or its agents for purposes of complying with the Union security provisions of the agreement. The Association also agrees that neither it nor its affiliates will in any proceeding assert that the defense of indemnity provisions of this article are either unenforceable or void.

**ARTICLE V**  
**TEACHING HOURS**

- A. No teacher shall be required to remain at school in excess of seven hours and 25 minutes per day continuous, except provided in other specific provisions of this agreement. Except in unusual circumstances or an emergency a teacher will not be required to spend in excess of 325 minutes per day actually performing classroom teaching. An attempt will be made to keep the number of academic preparations on the secondary level to a minimum. Teachers may leave on Friday and days before vacation when the buses have left the premises.
- B. All teachers shall have a duty free uninterrupted lunch period of at least thirty (30) minutes.
- C. Each elementary teacher shall have a preparation period(s) of at least sixty (60) minutes per day of which at least fifty (50) minutes shall be of a continuous time period. The preparation period will be a duty period in which teachers will prepare lessons, correct students' papers and be available for student, parent, or administrative conferences.
- D. No teacher will be required to start any earlier than 7:30 a.m. or later than 8:30 a.m.
- E. Elementary teachers will have four (4) fifteen (15) minute duty free recesses each week. Each teacher will help supervise one (1) recess per week. Additional recess periods, if needed by grades Kindergarten through six, will be under the supervision of the teacher.
- F. Each full time middle and high school teacher shall have a preparation period each day equal to one class period. The preparation period will be a duty period in which the teachers will prepare lessons, correct students' papers and be available for student, parent, or administrative conferences.
- G. Within the parameters of required hours of instruction, bus schedules, and other considerations that also effect other buildings, the scheduling of class periods, preparation periods, lunch periods, recesses (when applicable), starting and ending times shall be implemented only after the bargaining unit members in the building have had an opportunity for input.

**ARTICLE VI**  
**CLASS SIZE**

- A. The parties recognize that the availability of optimum school facilities for both students and teachers is desirable to insure the high quality of education that is the goal of both teachers and the Board.
- B. Because the pupil-teacher ratio is an important aspect of the effective educational program, the parties agree that class size shall be as follows:
1. Kindergarten 26 pupils (provided a class does not exceed 28, the A.M. and P.M. Kindergarten classes of an individual teacher may be averaged to determine overload).
  2. Elementary grades not more than 30 pupils in grades 4 & 5, and not more than 28 pupils in grades 1, 2, and 3.
  3. Special Education State Limits including sought and granted deviations

The daily per teacher student load in secondary (middle school and high school) shall be as follows:

- Industrial Arts – average of no more than 25 per period
- Physical Education – average of not more than 40 per period
- Band – not more than 200 per day
- All others – average of no more than 30 per period
- An effort will be made to keep similar classes at equitable size. All study halls will be limited to no more than 35 students.

- C. Whenever the class size limits as stated in Paragraph B are exceeded the involved teacher(s) shall be paid an additional amount determined by the following formula:

$$\frac{PD \times NO \times ND}{CSL}$$

In which      PD = per diem pay  
                  CSL = class size limits  
                  NO = number of students exceeding the class size limit  
                  ND = number of days the class size limit was exceeded

- D. Payment of overload conditions shall begin on the first Monday following the third (3rd) week of school provided however, that any excessive student count on said Monday shall be paid back to the original (1st) day of overload. For purposes of eligibility, a student must be in attendance 5 days prior to any retroactive pay to the first day of attendance.

**ARTICLE VII**  
**TEACHING CONDITIONS**

- A. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires and similar materials are the tools of the teaching profession. The administration will confer from time to time with teachers relative to such equipment and materials.
- B. Assuming that building funds are available through bonded millage vote, the Board shall make available, in each school, exclusively for teachers and staff, a lunchroom-workroom and restroom-lavatory facility. Existing facilities will be maintained until that time, to the extent feasible.
- C. Telephone facilities shall be made available in a semi-private environment for teachers during school hours for limited use.
- D. Each teacher shall be provided with a room key and may be provided with a building entry key upon request to the building principal. In the event security becomes a problem, the board may implement additional security measures.
- E. A teacher is required to assume certain school duties without compensation such as student activities and student assemblies during the school day.
- F. A teacher shall not leave a class unattended except in an emergency or the performance of duties. Unusual or extended absences from the classroom due to the performance of duties shall be cleared with the building principal.
- G. Teachers may be required to attend up to twenty-five (25) hours of professional meetings per year. Duration of these meetings shall be up to one (1) hour beyond the normal school day. Professional meeting shall be defined as:
  - 1. Building staff meetings
  - 2. Curriculum meetings - Grade level or subject area meetings
- H. The Board shall provide, for each teacher, a teacher's desk and chair.
- I. Whenever a teacher is requested by an administrator to attend a professional conference, or whenever a particular program has funds appropriated for professional conferences, the teacher shall be reimbursed for conference expenses (such as mileage, lodging, meals, materials and fees).

Whenever a teacher submits a request to attend a professional conference, accompanied with the estimate of cost, and such request is approved by the Superintendent, the teacher shall be reimbursed at a rate of fifty (50%) percent for conference expenses (such as mileage, lodging, meals, materials and fees).

**ARTICLE VIII**  
**VACANCIES, TRANSFERS AND ASSIGNMENTS**

- A. The following definitions shall apply to this article.
1. A vacancy is a bargaining unit position to which no person has been assigned, and which the Board intends to fill.
  2. A transfer is a change from one building to another. For the purpose of this definition, all traveling teachers are considered to belong to the category of “traveling teacher” which is considered as a separate building.
  3. An assignment is the position that a bargaining unit member holds within a building.
- B. Whenever a vacancy shall occur between September 1<sup>st</sup> and May 30<sup>th</sup>, the Board shall publicize the same by posting in the appropriate place in each school building for seven (7) days. Whenever a vacancy shall occur between May 30<sup>th</sup> and August 1<sup>st</sup>, the Board shall publicize the same by appropriately posting a notice in the administration office for a period of ten (10) workdays. The Board further agrees to send additional notices to two (2) members of the bargaining unit, as designated by the Association in writing and provided to the administration. The Board also agrees to post all notices of vacancies on the district website. No vacancy shall be filled except on a temporary basis until the posting period has been completed.
- C. A teacher may apply for any position at any time. Such application should be in writing, addressed to the Superintendent of Schools. The application should be renewed annually. In filling a vacancy, the Board agrees to give due weight to the professional background and attainment of all applicants, and the seniority within the bargaining unit. The Board further agrees that all applicants shall be notified within a reasonable time as to the disposition of their application.
- D. The parties agree that whenever an opening exists for those vacancies under Schedule B, the Board shall fill the vacancy by selecting the person who is best qualified to meet the needs of the District. It is further agreed between the parties that this paragraph (D) is grievable, but is not subject to the arbitration procedure of this Agreement.
- E. The Board of Education may involuntarily transfer bargaining unit members to enhance the educational program and/or to facilitate the retention of staff when positions are being reduced or eliminated.
1. Before an involuntary transfer to enhance the educational program is made, the bargaining unit member will be consulted in regard to the proposed change. The convenience and wishes of the bargaining unit member will be honored to the extent that those considerations do not conflict with the needs of the educational program.

## ARTICLE VIII, VACANCIES, TRANSFERS AND ASSIGNMENTS Concluded...

2. Before an involuntary transfer to facilitate the retention of staff when positions are being reduced or eliminated, the bargaining unit members and the Association will be consulted concerning the proposed changes. Should such bargaining unit member later apply to return to his/her former position when available, he/she shall be given first consideration.
- F. When it is known that a teacher will be affected by a change in grade assignments in the elementary school grades or by changes in subject assignments in the secondary school grades, he/she will be notified and consulted by the superintendent or personnel director by August 1<sup>st</sup>. Bargaining unit members affected by changes in assignments occurring after this date will be consulted immediately. Desires of teachers shall be considered, but the final decision shall rest with the Board.
- G. In the event that there is a conflict between the language contained in the Article and the language contained in Article XII (Layoff and Recall), the language of Article XII shall prevail.

## ARTICLE IX LEAVES

- A. All teachers regularly employed by the district who are absent from duty because of personal illness or injury (which includes a pregnancy related disability) shall be allowed such leave at the rate of ten (10) days per year. Paid leave days will accumulate without limit for all teachers employed by the district prior to September 1, 1995. All teachers employed by the district on or after September 1, 1995 shall have their paid leave days accumulate to a maximum of 120 days. Up to three (3) days per year of sick leave per illness may be used for illness of the teacher's immediate family. Immediate family shall be defined as spouse and children. Any leave granted under this provision will run concurrently with any leaves for which the employee is eligible under FMLA.
1. In the event that a teacher is retiring under the Michigan Public School Employees Retirement System and provides a written resignation to the superintendent before the dates listed below the amount designated will be paid to said teacher for each unused sick day accumulated:
    - a. For notice of retirement given before April 1<sup>st</sup>, the Employer will credit \$35 per day of sick days to be paid upon retirement;
    - b. For notice of retirement given after April 1<sup>st</sup> but before May 1<sup>st</sup>, the Employer will credit \$30 for each sick day to be paid upon retirement; and,
    - c. For notice of retirement given after May 1<sup>st</sup> but before July 1<sup>st</sup>, the board will credit \$25 per sick day to be paid upon retirement.

## ARTICLE IX, LEAVES Continued...

- d. For notice of retirement given after July 1<sup>st</sup>, the Board will make no payment for accumulated sick leave.
2. In the event of death of a teacher prior to retirement, the district will pay \$30 for day of unused sick leave accumulated to the teacher's designee, if any, or otherwise to his/her estate.
- B. The computation of a teacher's daily wage will be based on a school year equal to the number of working days covered by the school calendar. This divided into the contract salary of the teacher will provide the daily wage. A working day is defined as any day that teachers are expected to report at school.
  - C. In the event of absence of a teacher in excess of five (5) consecutive working days, the Board may, at its expense, require an examination by a physician.
  - D. The superintendent may, at the Board's expense, require the teacher to "undergo" a physical or mental examination by appropriate specialists to determine whether involuntary sick leave is warranted.  
  
The doctor will be asked for his/her opinion as to whether the teacher is capable of performing the essential functions of his/her assignments.
  - E. The Board shall furnish to each teacher, at the beginning of the school year, a written statement setting forth the teacher's total sick leave credit.
  - F. A teacher who is unable to teach because of personal illness or disability (which includes a pregnancy related disability), shall be granted a leave of absence for the duration of such illness for up to one year, or the duration of his/her accumulated sick leave, whichever is longer. Extensions of leave beyond this period shall be at the discretion of the Board. Any leave granted under this provision will run concurrently with any leaves for which the employee is eligible under FMLA.
  - G. Any teacher who is absent because of an injury or disease compensable under the Michigan Worker's Compensation Act shall receive from the Board the difference between the allowance under the Worker's Disability Compensation Act and his/her regular salary which would be paid for his/her accumulated sick leave days.



## ARTICLE IX, LEAVES Continued...

### H. SICK LEAVE BANK

Teachers who are unable to work due to personal illness or disability and who have exhausted their personal sick leave shall be eligible to use of the sick leave bank under the following conditions:

1. The application is in writing on a form provided by the district.
2. The teacher is not eligible for long term disability benefits. At no time shall a teacher be eligible for the sick bank and LTD at the same time.
3. All sick and personal leave days are exhausted.

Whenever the sick leave bank has fewer than 100 days "banked", the business manager shall deduct one day from each bargaining unit member's personal sick leave and place such days in the bank.

When a teacher retires under the conditions set forth in paragraph A of this article, the number of days the teacher has drawn from the bank after July 1, 1994, shall be deducted from accumulated leave before the payment calculation is made.

The Association will administer the sick leave bank according to the terms set forth herein and shall provide the business office with an annual report on the status of the bank by June 30<sup>th</sup>.

- I. Leaves of absence with pay not chargeable to the teacher's sick allowance shall be granted as follows:
  1. Two (2) personal days with written notice to the building principal five (5) days prior to the personal day unless in an emergency. Days will be granted on a "first come, first serve" basis and if qualified substitutes are available.
  2. Personal days shall not be requested immediately before or after vacation periods except in case of emergency.
  3. Teachers that do not use their personal leave days may carryover the first one into the next year and may add their second one to their accumulated sick leave days and be paid according to the schedule listed in Article IX, Paragraph A., 1.a., b., c., and d.

## ARTICLE IX, LEAVES Continued...

4. A maximum of five (5) days for each death in the immediate family, consisting of parents and parents of spouse, brothers, sisters, spouse, children, and grandparents. A teacher may request additional days beyond the five (5) days granted for funeral leave, and if approved by the superintendent, such days shall be deducted from the teacher's accumulated sick leave. Days may also be granted in the case of deaths outside the family, depending on the circumstances. Granting of these days shall be at the discretion of the superintendent and if granted they shall be deducted from sick leave.
  5. A leave of absence shall be granted to a teacher called for jury service. The Board shall pay an amount equal to the difference between the teacher's salary and the daily jury duty fee paid by the court (not including travel allowances or reimbursements of expense) which he/she otherwise would have been scheduled to work, provided that the teacher cooperates with the administration in seeking to be excused from such service. A leave of absence with pay may be granted for the time necessary for appearances in any court appearance connected with the teacher's employment or with the school system, if the teacher is required by law.
- J. Leaves of absence without pay and benefits may be granted upon application for the following reasons:
1. Study related to the teacher's profession.
  2. Study, research or special teaching assignment involving probable advantage to the school system, subject to Board approval.
- K. The Board shall grant a leave of absence without pay and benefits to any teacher to campaign for, or serve in, a public office or an officer of the MEA or NEA. The length of such leave shall correspond with the period of elected service.
- L. Teachers who have been employees for seven (7) years may be granted a leave for one (1) year without pay for study or travel. A teacher, upon return from such leave, shall be restored to his/her former position or one of like nature and status.
- M. At the beginning of every school year, the Association shall be credited with twenty (20) days to be used by teachers who are officers or agents of the Association; such use to be at the discretion of the Association.
- N. A one (1) year unpaid child care leave may be granted to any teacher provided that they give sixty (60) days notice of their intent to take such leave. Any leave granted under this provision will run concurrently with any leaves for which the employee is eligible under FMLA.
- O. The Board may grant a leave of absence upon written request for purposes not described above.

## ARTICLE IX, LEAVES Concluded...

- P. No credit toward incremental salary adjustments are earned nor granted during unpaid leaves of absence.
- Q. Some employees may be eligible for other leaves of absence under the Family Medical Leave Act. When an employee is eligible for an FMLA leave and makes proper application, and a leave for the same or overlapping period is available by contract, the leave shall run concurrently.

## ARTICLE X TEACHER EVALUATION

- A. The evaluation of the performance of each teacher in the school system is the responsibility of the administration. In such evaluations, all formal monitoring or observation of the teacher shall be conducted openly.
- B. Evaluations shall only be conducted by a building principal, assistant principal, or other qualified administrator as designated by the Board of Education. Each written review of the teacher's job performance shall be based on minimum of one (1) hour with at least thirty (30) consecutive minutes of classroom observation.
- C. Each teacher, upon his/her employment or at the beginning of the school year, whichever is later, shall be appraised of the specific criteria on which he/she will be evaluated. Any criteria utilized shall be related to a teacher's normal duties and responsibilities such as:
  - 1. Knowledge of subject matter
  - 2. Technique of instruction
  - 3. Classroom management
  - 4. Relationship with pupils, parents and professionals
- D. The particular criteria for Hart Public Schools teacher evaluation is contained in Appendix A. Any change in the evaluation instrument shall be made by a committee composed equally of members of the administration and members of the Association as appointed by the Executive Board of the Association. In the event a majority recommendation cannot be reached by the committee, the Board reserves the right to accept or reject either report from the committee. Final acceptance shall be subject to the approval of the Board of Education

## ARTICLE X, TEACHER EVALUATION Concluded...

- E. The performance of all teachers shall be evaluated in writing as follows:
1. Probationary teachers shall be evaluated in writing at least two times each year; once on or before December 1 and again on or before April 1. A personal meeting will be held within fifteen (15) calendar days thereafter to review the job performance of the probationary teacher.\*
  2. No later than April 15 of each probationary year, the final written evaluation report, including the recommendation as to whether the teacher should be advanced to tenure status, offered additional probationary status, or denied a contract for the ensuing year, will be furnished by the administration to the probationary teacher.\*
  3. Tenure teachers shall be evaluated in writing at least once every three (3) years. A personal meeting will be held with each tenure teacher within fifteen (15) calendar days thereafter to review his/her job performance.
- F. Two (2) copies of the written evaluation shall be submitted to the teacher, one to be signed and returned to the administration and the other to be retained by the teacher. In the event that the teacher feels that his/her evaluation was incomplete or unjust, he/she may put his/her objections in writing and have them attached to the evaluation report to be placed in his/her personnel file.
- G. If an evaluator finds a teacher unsatisfactory, the reasons therefore shall be set down in specific terms with suggestions on how the teacher can improve. The teacher shall be furnished a copy within a reasonable time, not to exceed fifteen (15) calendar days.
- H. The evaluator will hold a personal conference with the teacher at the time he presents his/her final written report should the evaluation state the teacher's work to be unsatisfactory. The teacher must be allowed at least two (2) calendar days to study the report before he must sign and return one (1) copy. Such signature shall not mean agreement with the evaluation, but only shall indicate the teacher's awareness of the report.

\* When a teacher is employed other than at the beginning of a school year, the evaluation schedule will be adjusted depending on the teacher's anniversary date of employment.

**ARTICLE XI**  
**PROTECTION OF TEACHERS**

- A. Since the teacher's authority and effectiveness in his/her classroom is undermined when students discover that there is insufficient administrative backing and support of the teacher, the Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. A teacher may temporarily exclude a pupil from his/her class when the grossness of the offense, the persistence of the misbehavior, or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. The pupil shall not return to class until after communication has taken place between the principal and the teacher. Whenever it appears that a particular student requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, the Board will take reasonable steps to provide such services.
  
- B. Any case of assault upon a teacher which had its inception in a school centered problem shall be promptly reported to the Board or its designated representative. The Board shall render assistance to the teacher in connection with handling the incident by law enforcement and judicial authority; provided, however, the Board shall not be obligated to employ legal counsel, pay costs of suit or incur any other type of financial obligations in reference to the prosecution of civil suit instituted by the teacher resulting from the assault; and, further provided, that such alleged assault on the teacher did take place while the teacher was operating within the policies, rules, and regulations of the Board of Education.
  
- C. If any teacher is complained against or sued by reason of disciplinary action taken by the teacher against a student, the Board will render assistance to the teacher in his/her defense and may provide legal counsel so long as the teacher is acting within the Board's policies, rules, and regulations.
  
- D. Provided that the teacher was operating within the policies, rules and regulations of the Board, time lost by the teacher for consultation or court appearances in connection with any incidents mentioned in B and C above shall not be charged against the teacher, up to a maximum of 30 days.
  
- E. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property.

**ARTICLE XII**  
**LAY OFF AND RECALL**

A. Lay offs for the following school year when no individual contract is in effect.

Each year the Board will notify the association by May 1 of any plans to eliminate positions for the following school year which would cause a staff reduction. In such an event, the association will be provided with a list of positions to be eliminated. The Association will be allowed a time period of 14 calendar days to give input to the Board as to one or more possible scenarios to implement transfers and/or reassignments, and/or lay off notices are issued. Lay off notices will be issued for the coming school year by June 1.

B. Lay offs while an individual contract is in effect.

Teachers will not be laid off during a period while his/her individual contract is in effect, except in cases of financial necessity. Teachers will be notified at least 30 calendar days before a lay off becomes effective.

C. When the Board determines that a lay off will occur, it shall first determine which positions or positions(s) will be eliminated. When the teacher(s) occupying said positions are the least senior teacher(s) certificated and qualified to perform the positions, said teacher(s) shall be laid off. When the persons occupying the position(s) to be eliminated are not the least senior teacher(s) who are certificated and qualified, the Board will make the necessary transfers and assignments so that the most senior teacher(s) who are certificated and qualified to fill the remaining positions are retained. Provided further that a tenured teacher shall not be laid off, regardless of seniority, while a probationary teacher is retained in a position(s) for which the tenured teacher is certified and qualified.

1. Certificated

"Certificated" is defined as holding a current Michigan Teaching Certificate on file in the Superintendent's office which states the subjects and/or grade levels that teacher is certificated to teach. The teacher is considered "Certificated" only in those subjects and/or grade levels set forth on the certificate.

2. Qualified

"Qualified" in grades 7 & 8 at the Middle School and all grades at the High School level requires a major or minor in the subject matter to be taught. Qualified in grade six requires a major or minor in at least 50% of the subject areas assigned. At the Elementary school level qualified means holding a certificate for "all subjects" at the Elementary level, except that elementary specialists must have a major or minor in the subject to be taught. The term "Elementary Specialists" includes, but is not limited to, Physical Education, Music and Art. In the event that additional qualifications are required by law or regulation having the force of law, a teacher must possess such qualifications in order to be qualified for such position(s).

## ARTICLE XII, LAY OFF AND RECALL Continued...

### D. Seniority

"Seniority" shall be defined as the continuous length of service in the bargaining unit beginning with the first date of work.

1. Work on schedule B positions does not count for seniority purposes.
2. In the event of a tie in seniority, the last four digits of the social security number will be used with the highest number having the greatest seniority. This procedure will be used to break ties whether they occurred before or after June 30, 2001.
3. Time spent on leave or on lay off shall not be construed as a break in continuous service and seniority shall continue to accrue.
4. Bargaining unit members who accept a supervisory or executive position within the district shall retain such seniority as was accrued while a member of the bargaining unit should they leave the supervisory or executive position and return to the bargaining unit. This accrued seniority shall be shown on the seniority list.
5. On or before October 1 of each school year the district shall prepare and present to the association and its members a current seniority list of bargaining unit members.
  - a. Accompanying the name of each teacher on the list shall be the first date of work, each teacher's certification, and in the event two or more teachers share a common first date of work, the seniority ranking as computed in part 2 above.
  - b. Unless an objection to this list is made in writing to the superintendent within 45 calendar days of publication, it shall be considered correct as published and acceptable to all parties.
6. Attached to this contract as appendix "S" is a seniority list as of June 30, 2001, which is adopted by reference and binding on all parties henceforth all changes and additions to the seniority list will be in accordance with the definition above.

E. Changes in the teacher's certification or qualifications following lay off shall not permit the teacher to be recalled by bumping.

## ARTICLE XII, LAY OFF AND RECALL Concluded...

- F. Teachers on lay off shall be recalled from lay off in order of seniority provided the teacher is certificated and qualified for the vacancy. Provided further that regardless of seniority, no probationary teacher will be recalled for a position, while a tenured teacher who is certified and qualified for the available position remains on lay off. No new teachers shall be employed by the Board while there are teachers of the District who are laid off unless there are no laid off teachers who are certified and qualified to fill the vacancy.
- G. The Board shall give written notice of recall by sending a certified letter to the teacher, with a copy sent to the Association President. The teacher shall respond to the notice of recall within fifteen (15) calendar days of receipt. Failure of a recalled teacher to return from layoff when called shall result in termination, loss of seniority, and loss of tenure in the district (if tenured), except that refusal or acceptance of a position that is less than a position comparable to the one previously worked shall not affect a teacher's recall rights to a full-time position.
- H. Any teacher, probationary or tenure, whose services are terminated because of a necessary reduction in personnel shall be appointed to a vacancy in accordance with Section F above. Provided, however, that any teacher who shall be under contract to another public K-12 school district (including charter schools) at the time of recall shall state whether or not he/she will return at the expiration of his/her contract with that employer. Failure to provide timely notice and/or return at the end of his/her contract shall result in termination, loss of seniority and loss of tenure status.
- I. Probationary teachers on lay off retain recall rights for five years from the effective date of lay off. Tenure teachers on lay off retain recall rights for seven years from the effective date of lay off. Upon expiration of recall rights, teachers will be dropped from the seniority list and be deemed terminated.



**ARTICLE XIII**  
**GRIEVANCE PROCEDURE**

- A. Any teacher, group of teachers or the Association believing that there has been a violation, misinterpretation or misapplication of any provision of this Agreement relating to wages, hours, terms, or conditions of employment shall meet within ten (10) calendar days of its alleged occurrence with the building principal to discuss the problem in an attempt to resolve it. If no solution is reached within ten (10) calendar days of the discussion, the teacher shall reduce the grievance to writing and file the same. The Board hereby appoints as its representative for such purpose, the principal of each school building and the Superintendent of Schools when the particular grievance arises in more than one building. Written grievances must be specific and include the following:
1. Statement of the facts upon which grievance is based, stating the date or dates of the alleged violations.
  2. A reference to the articles and sections of this Agreement which have allegedly been violated, misinterpreted or misapplied.
  3. A statement of relief sought.
  4. The name and signature of the employee submitting the grievance.
- B. Within ten (10) calendar days of receipt of the grievance, the designated representative of the Board shall meet with the Association in an effort to resolve the grievance. It shall not be mandatory for the teacher to be present at such meeting unless so notified by the representative of the Board. If the grievance has not been solved at the building principal's level, it shall within ten (10) calendar days be transferred to the Superintendent who shall have ten (10) calendar day to approve or disapprove it.
- C. If the Association is not satisfied with the disposition of the grievance by the superintendent, or if no disposition has been made within the period provided above, the Association may submit the grievance to arbitration by providing the superintendent with written notice of its intention within 10 calendar days of his/her answer and submitting a demand for arbitration in writing to the American Arbitration Association within thirty (30) calendar days of the Superintendent's answer. The Association shall have the sole authority to submit the grievance to the arbitration process. The arbitrator shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceeding. The Board and the Association shall not be permitted to assert in such arbitration proceedings any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. Any monetary awards of the arbitrator shall be limited to the actual losses of wages and fringe benefits subject to this contract claimed by the grievant, and no awards for punitive damages shall be prescribed. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction. The fees and expenses of the arbitrator shall be shared equally by the parties. In the event the arbitration process is cancelled or postponed, the cancellation or postponement fee, if any, shall be paid by the party requesting the cancellation or postponement.

### ARTICLE XIII, GRIEVANCE PROCEDURE Concluded...

- D. The time limit provided in this Article shall be strictly observed but may be extended by written mutual agreement of the parties.
- E. All preparation, filing, presentation or consideration of grievances shall be held at times other than when a teacher or a participating Association representative is to be present at their assigned duty stations.
- F. Arbitration awards or grievance settlements will not be retroactive beyond the date of the occurrence or non-occurrence of the event upon which the grievance is based. In no event, however, shall the settlement be earlier than the beginning date of the school year in which the grievance was filed.
- G. Probationary teachers who are non-renewed or discharged before the beginning of their third year of employment with the district shall not have access to the grievance arbitration procedure. Grievances involving the non-renewal of a third-year or fourth-year probationary teacher or the demotion or discharge of a tenured teacher may be processed through the grievance arbitration procedure contained in this Article. In regard to any non-renewal of a third or fourth year probationary teacher or the demotion or discharge of a tenured teacher, if such teacher elects the grievance arbitration remedy, the initial steps of this grievance Article shall be waived and the dispute will be filed initially with the American Arbitration Association; provided however, that the demand for arbitration in such cases shall be filed not less than 45 days, nor more than 60 days after the teacher has received notice of non-renewal (in the case of a third or fourth year probationary teacher) or notice of demotion or dismissal (in the case of tenured teachers).

It is understood and agreed that if a teacher elects a hearing under the Michigan Teacher Tenure Act, then any grievance pending under this agreement related to the same subject matter as the Teacher Tenure Act charge, or any part of it, shall be deemed immediately dismissed.

- H. Unless expressly agreed to by the parties in writing, an arbitrator is limited to hearing one grievance upon its merits.

### ARTICLE XIV NO STRIKE

The Association and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Association therefore agrees that its officers, representatives and members shall not authorize, instigate, cause, aid, encourage, ratify, or condone, nor shall any teacher take part in any strike, slowdown or stoppage of work, boycott, picketing or other interruption of activities in the Hart Public School System. This Article shall expire on June 30<sup>th</sup> of the last year of the agreement.

**ARTICLE XV**  
**NEGOTIATION PROCEDURE**

- A. Matters of common concern to the parties may be subject to professional negotiations between them from time to time during the period of this Agreement upon request by either party to the other. These negotiations shall only be held at the mutual agreement of both parties.
- B. On or before April 1, the parties will begin negotiations for a new contract covering those areas allowable under the law.
- C. In any negotiations described in this Article, neither party shall have control over the selection of the negotiating or bargaining representatives of the other party and each party may select its own representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed or binding without ratification by a majority of the membership of the Association and the Board but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.
- D. 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. The mutually negotiated school calendar for the school year(s) covered by this Agreement is set forth in Appendix D of this Agreement.

**ARTICLE XVI**  
**MISCELLANEOUS PROVISIONS**

- A. The Board agrees at all times to maintain an adequate list of substitute teachers. Teachers shall be informed of a telephone number they may call at least one hour before their check-in time to report unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher.
- B. The Association recognizes that the Board of Education is not responsible for unauthorized purchases made by teachers of the Hart Public Schools.
- C. Effective February 1, 2007, this Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement.
- D. Copies of the Agreement shall be printed at the shared expense of the Board and the Association and presented to all teachers now employed or hereafter employed by the Board.
- E. If any provisions of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision 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.
- F. Days on which students are dismissed prior to the regular dismissal time due to "Acts of God", teachers shall not be required to remain at school beyond the departure of the student busses.
- G. Whenever the bargaining unit members within a particular building or buildings shall deem it advantageous to adjust the evening time schedule of the Parent-Teacher Conferences, the building staff shall meet with the administration/principal for the purpose of discussing the possibility of changing the evening time schedule.
- H. Teachers would be required to make up any time lost in professional duties due to Act of God days after 30 hours unless the State requires professional duty make up days or hours of less than 30 hours for the District to receive state aid for such time. It is the parties' intention that the District not suffer any financial loss or penalty for Acts of God days. Make up time for teachers would be unpaid.

**ARTICLE XVII**  
**FRINGE BENEFITS**

- A. The Board shall provide without cost to the teacher the Plan A identified below for a full twelve (12) month period, for each year of this agreement, for the teacher and his/her entire family.

**ARTICLE XVII, FRINGE BENEFITS Continued...**

Plan A

For employees electing health insurance:

Health:	BCBSM Flexible Blue 2 Health Plan <ul style="list-style-type: none"> <li>• \$1,250/\$2,500 deductible</li> <li>• 100% Flexible Blue Rx, including Riders FB-OCSM-24, FB-RM100 and FB-PC 500M, CI, PCD2, PD-CM, DC and XVA</li> </ul>	
Negotiated LTD:	<ul style="list-style-type: none"> <li>• 66 2/3% of Max. Eligible Mon. Salary of \$5,250</li> <li>• \$3,500 Maximum Monthly Benefit</li> <li>• 90 Calendar days modified fill</li> <li>• Alcohol/Drug-Same as illness</li> <li>• Mental/Nervous-Same as illness</li> <li>• Family Social Security Offset</li> <li>• 2 year Own Occupation</li> </ul>	<ul style="list-style-type: none"> <li>• 5% Minimum Payout</li> <li>• No Survivor Income</li> <li>• Pre-Existing Limits Waived</li> <li>• COLA - Yes</li> <li>• No Education Supplement</li> <li>• Freeze on Offsets</li> </ul>
Negotiated Life:	\$10,000 AD&D	
Vision:	VSP-2 Plan year is July to July	
Delta Dental:	80/80/80: \$1,000 Annual Max 80: \$1,300 Lifetime Max	

Plan B

For employees not electing health insurance coverage:

Health:	None	
Negotiated LTD:	<ul style="list-style-type: none"> <li>• 66 2/3% of Max. Eligible Mon. Salary of \$5,250</li> <li>• \$3,500 Maximum Monthly Benefit</li> <li>• 90 Calendar days modified fill</li> <li>• Alcohol/Drug-Same as illness</li> <li>• Mental/Nervous-Same as illness</li> <li>• Family Social Security Offset</li> <li>• 2 year Own Occupation</li> </ul>	<ul style="list-style-type: none"> <li>• 5% Minimum Payout</li> <li>• No Survivor Income</li> <li>• Pre-Existing Limits Waived</li> <li>• COLA - Yes</li> <li>• No Education Supplement</li> <li>• Freeze on Offsets</li> </ul>
Negotiated Life:	\$10,000 AD&D	
Vision:	VSP-2 Plan year is July to July	
Delta Dental:	80/80/80: \$1,000 Annual Max 80: \$1,300 Lifetime Max	

**ARTICLE XVII, FRINGE BENEFITS Continued...**

- B. Deductibles are computed on a calendar year basis. In conjunction with the BCBSM Flexible Blue 2 Health Plan, the employer shall establish for each employee covered by the Plan a health savings account (HSA) and/or a health reimbursement account (HRA). A debit card issued in the employee's name that may be used to pay for deductible costs and/or other qualified medical costs shall accompany each account. Beginning January 1, 2007, the employer shall establish and fund a HSA for each eligible employee. The employer shall deposit in each account not later than January 14, 2007 and not later than January 14 of each year an amount equal to the employees deductible amount (currently \$1,250 single, \$2,500 two or more persons) consistent with the provisions of the Internal Revenue Code.
- C. Teachers electing Plan B shall additionally receive \$400 per month cash in lieu of health insurance to be allocated in accordance with the Section 125 Cafeteria Plan.
- D. If a teacher becomes eligible for Medicare and elects Medicare in lieu of health insurance coverage, Medicare Part B premiums shall be paid by the Board on behalf of the teacher, spouse and/or dependents as defined by the underwriter.
- E. In the event a teacher is laid-off, terminated, or dies during the school year, health insurance coverage, Life, Dental, Vision Care and Negotiated Life insurance (excluding all salary protection plans) for the teacher and his/her entire family, shall be continued by the Board until the teacher has received the full pro-rata portion of the twelve (12) month insurance year earned at the time of lay-off, termination, or death.
- F. Any teacher who terminates employment by retirement from the school district at the end of the academic year will have the insurance benefits terminated on the first of the month following the eligibility of insurance coverage through the retirement system. However, the Board shall be responsible for any financial costs regarding the co-payment required of the retiree by the MPSERS premium until the completion of the regular insurance year. Under COBRA the benefits may continue provided the teacher requests it.
- G. Any teacher who terminates employment by resignation from the school district at the end of the academic year will have his/her insurance benefits terminated on the first day of the following September. Said insurance coverage shall be terminated at the beginning of any month prior to September 1<sup>st</sup> if he/she shall be insured by another employer.
- H. Any teacher who terminates employment by retirement from the school district, prior to the end of the academic year, will have the insurance benefits terminated on the first of the month following the eligibility of insurance coverage through the retirement system. However, the board shall be responsible for any financial costs regarding the co-payment required of the retiree by the MPSERS premium until the completion of the pro-rated insurance year. Under COBRA the benefits may continue provided the teacher requests it.

## **ARTICLE XVII, FRINGE BENEFITS Concluded...**

- I. Any teacher who terminates employment by resignation (other than retirement) from the school district prior to the end of the academic year will have his/her insurance benefits terminated on the first day of the month following resignation.
- J. The Board shall provide without cost to the teacher assigned less than a full workload the same Plan B benefit (i.e. Delta Dental Plan, VSP-2 Vision Plan and Long Term Disability Insurance) as the teacher assigned a full workload. Any teacher who is employed less than full time shall be provided the health insurance coverage and the Term Life Insurance protection based upon a pro-rata basis.
- K. The Board shall make payment of insurance contributions when due for all persons to assure continuance of coverage during the full twelve (12) month period, of each year of this agreement, commencing July 1, and ending June 30 even though the teacher may not be returning the next school year. The open enrollment period shall be jointly established by the Board, the Association and the insurance carrier, including opportunities for summer pre-enrollment and fall open enrollment and whenever group or individual subsidy amounts change which could affect the benefit. When necessary, contributions on behalf of the teacher shall be made retroactively or prospectively to assure uninterrupted participation and coverage. The Board shall be responsible for providing insurance information including application and claim materials.
- L. The Board shall provide without cost to the teacher or to the Association all services necessary, including payroll deduction, to enable the teacher to participate in all of the programs to which he/she may be entitled.
- M. In the event any benefit legislation is enacted that would affect the benefits and/or delivery system of those benefits in the agreement, both parties would agree to meet and negotiate over the impact of such legislation on the benefit package contained in this agreement.

## **ARTICLE XVIII PROFESSIONAL COMPENSATION**

- A. The regular salaries of teachers covered by this Agreement are set forth in Schedule A., which is attached to and incorporated within this Agreement. Salaries for extra duty services are set forth in Schedule B, which is attached to and incorporated within this Agreement.
- B. All teachers under contract shall be paid according to salary Schedule A. Teachers working less than a full school year will receive a pro rata rate of the amount indicated on Schedule A.

ARTICLE XVIII, PROFESSIONAL COMPENSATION Continued...

- C. For salary schedule advancement purposes, all teachers hired on or before the forty-fifth (45<sup>th</sup>) school day of the school year, shall be granted an additional year of teaching experience at the beginning of each subsequent school year. Teachers employed after the forty-fifth (45<sup>th</sup>) school day of the school year shall be granted an additional year of teaching experience at the beginning of the second semester of each subsequent school year.

New teachers who are hired on or before the first 45 days of the second semester will receive an increment at the end of the first semester of the following year. New teachers who are hired after the first 45 days of the second semester will receive no credit toward increments based on work for the remainder of the school year.

- D. Lateral transfers on the salary schedule will be made at the beginning of the next semester after documentation is received in the business office. To qualify for a BA plus 20 column, a teacher must earn 20 semester hours after completing the bachelor's degree, at least 10 of which are graduate hours; to qualify for the MA plus 15 column, 15 semester hours of graduate work must be earned after completing the masters degree. All hours and/or degrees must be from a college or university certified by North Central or equivalent college or university certifying agency unless approved by the superintendent in advance of taking said course work.

All teachers placed on advanced columns as of the March 21, 2003 payroll shall be "grandfathered" on the respective columns whether or not they meet the above criteria for advanced placement.

- E. Teachers required in the course of their work to drive personal automobiles from one school building to another shall receive a mileage allowance at the rate allowed by IRS as of July 1 of the fiscal year. The same allowance shall be provided for teacher's use of personal automobile for field trips or other official school district travel when a school-owned vehicle is not available for the teacher's use.
- F. The normal school year for the Band Director and Librarian shall be forty (40) weeks. However, the parties recognize it is highly desirable for the Band Director to work forty-five (45) weeks and the Librarian to work forty-two weeks provided the employer deems these additional weeks financially feasible. The employer has significant discretion under this language not to assign the extra weeks of work, if it chooses to do so.

G. An experienced teacher hired into the district will be placed on the compensation step (up to step 11) they have earned through years of experience in a previous public school teaching assignment. Those teachers with a private or parochial school teaching assignment may be placed on the compensation step (up to step 11) they have earned at the Superintendent's discretion.

Placement of an experienced teacher on a step has no bearing on longevity.

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**ARTICLE XVIII, PROFESSIONAL COMPENSATION Concluded...**

H. Longevity compensation is only awarded to those for actual years of teaching in the District. The Board of Education shall pay the following longevity schedule:

After 15 years: 2% of per teachers salary

After 20 years: 4% of per teachers salary

After 25 years: 6% of per teachers salary

I. All teachers are responsible to check their individual contract and their pay stubs to assure that he/she is being paid the correct amount according to the master agreement. Any claim of error shall be reported to the business office within 30 calendar days, and no back pay adjustment will be made if the claim of error is not made within this time period.

J. In the event a teacher agrees to take a regular class during his/her preparation period he/she will be compensated at the teacher's pro-rata rate compared to a regular full time assignment. For example, in a six period day where the normal assignment is five classes, such teachers would be paid one-sixth additional pay. In a four period day where normal assignment is three classes, a teacher would be paid one-fourth additional pay. If a teacher substitutes for another teacher on an hourly basis, the rate of pay is \$19.00 per clock hour.

K. The Head of Counseling shall work two (2) weeks before and one (1) week after the regular school year. Additionally, he/she shall have no preparation period and shall assume the duties of Guidance Director. These additional weeks, the lack of a preparation period, and the duties of the Guidance Director position, shall result in additional compensation at a rate of one-sixth (1/6) of his/her regular contract salary. Other counselors will work the normal teaching schedule. The parties acknowledge that the Board has no obligation whatever to fill this position.

L. A bargaining unit member who is paid unemployment compensation benefit during the summer months chargeable to the Employer 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 received 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.

(This section XIX, L applies only to teachers recalled on or before the second Monday of August, and the provision expires on June 30, 2004).

SM  
6-9-08

SM  
6-9-08

**ARTICLE XIX**  
**MENTOR TEACHERS**

- A. In accordance with P.A. 335 of 1993, Section 1526, for the first three (3) years of employment in classroom teaching, a probationary teacher (mentee) will be assigned one or more master teachers (retired or active) who will act as a mentor or mentors to the teacher. The administration will make assignments as follows:
1. The Hart Board will post each mentor vacancy for ten (10) working days.
  2. Hart teachers may apply for a mentor assignment. However, the Board is free to hire any person (Hart teacher or some other person) for the assignment.
  3. The administration may request a Hart teacher to accept a mentor assignment.
  4. Hart teacher(s) will not be required to participate in the direct supervision or evaluation of the mentee.
  5. Matters pertaining to duties as a mentor shall not be included in the mentor's classroom teaching evaluation.
  6. If the building principal, mentor or mentee find that the mentor/mentee relationship is not satisfactory, it can be severed at the end of the semester or year, by the mentee, mentor or the building principal.
  7. The mentor/mentee relationship shall remain confidential. Neither shall be called upon to evaluate the other. This section in no way excuses a teacher who suspects child abuse from reporting same, or from disclosing any other evidence of violation of law.
  8. Training for the role of mentor shall be provided by the Board without cost to the mentor.
  9. Hart teachers who serve as a mentor will receive a stipend of \$300 per semester (\$600 per year) per mentee.
  10. In the event the administration appoints a person(s) who is/are not employed as a Hart teacher none of the above must be applied.

**ARTICLE XX**  
**DURATION OF AGREEMENT**

- A. This Agreement shall become effective upon ratification by both parties, that date being **July 1, 2008**, and shall remain in effect through **June 30, 2010**.

HART EDUCATION ASSOCIATION

HART PUBLIC SCHOOLS  
BOARD OF EDUCATION

By *Muff Mawhood*  
President

By *Vincent P. Green*  
President

By *Nancy Maloney*  
Secretary

By *Beth Snider*  
Secretary

## APPENDIX A

### HART PUBLIC SCHOOLS TEACHER EVALUATION

TEACHER NAME: \_\_\_\_\_

ASSIGNMENT: \_\_\_\_\_

#### CLASSROOM GOALS

The teacher's instructions and directions clearly communicate:

- |    |  |           |     |    |
|----|--|-----------|-----|----|
| 1. | The purposes for classroom activities.           | Observed? | Yes | No |
| 2. | What is expected of the students.                | Observed? | Yes | No |
| 3. | What is completion and/or learning expectations. | Observed? | Yes | No |

Comments and/or examples: \_\_\_\_\_

#### SUBJECT MATTER PREPARATION

The teacher's knowledge of subject matter is clearly indicated:

- |    |  |           |     |    |
|----|--|-----------|-----|----|
| 1. | Through planning and preparation.              | Observed? | Yes | No |
| 2. | Through discussion and demonstration.          | Observed? | Yes | No |
| 3. | Through current application of subject matter. | Observed? | Yes | No |

Comments and/or examples: \_\_\_\_\_

#### CLASSROOM CONTROL

Teacher displays a management system for learning activities that:

- |    |   |           |     |    |
|----|---|-----------|-----|----|
| 1. | Develop an atmosphere conducive to learning and responsible group Membership. | Observed? | Yes | No |
| 2. | Develop student responsibility to his/her own learning environment.           | Observed? | Yes | No |
| 3. | Show reinforcement of desirable student behavior.                             | Observed? | Yes | No |

*Teacher Evaluation Continued...*

Comments and/or examples: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SOCIAL CLIMATE**

The teacher establishes an environment which would allow for mutual respect in personal and group inter-relationships.

- |    |   |           |     |    |
|----|---|-----------|-----|----|
| 1. | Develop positive student relationships.                   | Observed? | Yes | No |
| 2. | Encourage a spirit of cooperation among students.         | Observed? | Yes | No |
| 3. | Provide a cooperative and respectful student environment. | Observed? | Yes | No |

Comments and/or examples: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**USE OF MATERIALS FOR INSTRUCTION AND TEACHER TECHNIQUES**

The teacher demonstrates effective use of well selected instructional materials through:

- |    |   |           |     |    |
|----|---|-----------|-----|----|
| 1. | Utilization of a variety of selected materials that contribute to the teacher learning process. |           |     |    |
| 2. | Appropriateness and accuracy of materials.  | Observed? | Yes | No |
| 3. | Variety of teaching techniques to utilize materials.  | Observed? | Yes | No |

Comments and/or examples: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**DEVELOPMENT OF STUDENT INITIATIVE**

The teacher shows knowledge of development of student initiative:

- |    |  |           |     |    |
|----|--|-----------|-----|----|
| 1. | Providing opportunities and activities that encourage students to participate in learning. |           |     |    |
| 2. | Providing for different student learning styles.   | Observed? | Yes | No |

*Teacher Evaluation Continued...*

Comments and/or examples: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

OPPORTUNITY FOR PARTICIPATION

The teacher provides student individual opportunities to participate in discussion and activities by:

- |    |   |           |     |    |
|----|---|-----------|-----|----|
| 1. | Providing opportunity for students to respond in a variety of ways. | Observed? | Yes | No |
| 2. | Allowing for appropriate "wait" time.                               | Observed? | Yes | No |

Comments and/or examples: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TEACHER REACTION TO STUDENT RESPONSES

Through various management methods, the teacher displays through knowledge, the ability to:

- |    |  |           |     |    |
|----|--|-----------|-----|----|
| 1. | Provide variety of opportunity for student input that extends and enhances the learning process. | Observed? | Yes | No |
| 2. | React to student input with positive effect for the student                                      | Observed? | Yes | No |

Comments and/or examples: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CLASSROOM ENVIRONMENT

The teacher will maintain an environment conducive to learning through:

- |    |   |           |     |    |
|----|---|-----------|-----|----|
| 1. | Physical atmosphere appropriate to learning.                | Observed? | Yes | No |
| 2. | Physical atmosphere is shared responsibility with students. | Observed? | Yes | No |

Comments and/or examples: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*Teacher Evaluation Continued...*

**PROFESSIONAL RESPONSIBILITIES**

1. The teacher demonstrates effective professional ethics in communications and interpersonal relationships with other staff members.  

Yes      Usually      No
2. The teacher responds in a timely fashion to routine paperwork.  

Yes      Usually      No
3. The teacher's personal characteristics and grooming within the school setting models behavior desired from students.  

Yes      Usually      No
4. The teacher demonstrates professional communication and ethical behavior in dealing with parents.  

Yes      Usually      No

Comments and/or examples: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**GENERAL COMMENTS:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Evaluator's Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Teacher's Signature

Date: \_\_\_\_\_

**HART PUBL. SCHOOL  
TEACHER SALARY SCHEDULE  
Schedule A  
2008/09 Budgeted Schedule**

Step	Index	BA	Index	BA + 20	Index	MA	Index	MA + 15	Index	2 MA
0	1	34,056	1.02	34,737	1.024	34,873	1.045	35,588	1.067	36,337
1	1.08	36,780	1.115	37,972	1.16	39,505	1.195	40,697	1.23	41,889
2	1.13	38,483	1.17	39,845	1.22	41,548	1.26	42,910	1.3	44,272
3	1.18	40,186	1.22	41,548	1.27	43,251	1.32	44,954	1.37	46,656
4	1.23	41,889	1.27	43,251	1.32	44,954	1.38	46,997	1.43	48,700
5	1.28	43,591	1.32	44,954	1.37	46,656	1.43	48,700	1.48	50,403
6	1.33	45,294	1.37	46,656	1.42	48,359	1.48	50,403	1.53	52,105
7	1.38	46,997	1.42	48,359	1.47	50,062	1.53	52,105	1.58	53,808
8	1.43	48,700	1.47	50,062	1.52	51,765	1.58	53,808	1.63	55,511
9	1.47	50,062	1.515	51,594	1.57	53,468	1.63	55,511	1.68	57,214
10	1.51	51,424	1.56	53,127	1.62	55,170	1.68	57,214	1.73	58,916
11	1.61	54,830	1.665	56,703	1.77	60,279	1.84	62,663	1.91	65,047
Longevity 15 yrs	2%	55,926		57,837		61,484		63,916		66,347
Longevity 20 yrs	4%	57,023		58,971		62,690		65,169		67,648
Longevity 25 yrs	6%	58,120		60,105		63,895		66,422		68,949



HART PUBL SCHOOL  
TEACHER SALARY SCHEDULE  
Schedule A  
2009/10 Budgeted Schedule

Step	Index	BA	Index	BA + 20	Index	MA	Index	MA + 15	Index	2 MA
0	1	34,737	1.02	35,432	1.024	35,571	1.045	36,300	1.067	37,065
1	1.08	37,516	1.115	38,732	1.16	40,295	1.195	41,511	1.23	42,727
2	1.13	39,253	1.17	40,642	1.22	42,379	1.26	43,769	1.3	45,158
3	1.18	40,990	1.22	42,379	1.27	44,116	1.32	45,853	1.37	47,590
4	1.23	42,727	1.27	44,116	1.32	45,853	1.38	47,937	1.43	49,674
5	1.28	44,464	1.32	45,853	1.37	47,590	1.43	49,674	1.48	51,411
6	1.33	46,200	1.37	47,590	1.42	49,327	1.48	51,411	1.53	53,148
7	1.38	47,937	1.42	49,327	1.47	51,064	1.53	53,148	1.58	54,885
8	1.43	49,674	1.47	51,064	1.52	52,800	1.58	54,885	1.63	56,622
9	1.47	51,064	1.515	52,627	1.57	54,537	1.63	56,622	1.68	58,358
10	1.51	52,453	1.56	54,190	1.62	56,274	1.68	58,358	1.73	60,095
11	1.61	55,927	1.665	57,837	1.77	61,485	1.84	63,916	1.91	66,348
Longevity 15 yrs	2%	-57,045		58,994		62,714		65,195		67,675
Longevity 20 yrs	4%	58,164		60,151		63,944		66,473		69,002
Longevity 25 yrs	6%	59,282		61,308		65,174		67,751		70,329

**SCHEDULE B**  
**EXTRA-CURRICULAR COMPENSATION**

Each teacher serving in one or more of the following positions shall be paid the applicable percentage(s) of that salary step which reflects the number of years of his/her experience in that particular sport or activity.

Percentages stated in levels:

Level I	12%	Level V	6%
Level II	10%	Level VI	5%
Level III	8%	Level VII	3%
Level IV	7%	Level VIII	2%

Level I 12%

Football Head Varsity Coach  
Basketball Head Varsity Coach  
Volleyball Head Varsity Coach  
Wrestling Head Varsity Coach  
Head Teacher Elementary Building

Level II 10%

Band Director Senior Band  
Drama Coach/Director  
Home Building Trades Instructor  
High School Choir Director

Level III 8%

Football Assistant Coach	Soccer Head Varsity Coach
Basketball Assistant Coach	Yearbook High School Advisor
Baseball Head Varsity Coach	Wrestling Assistant Coach
Softball Head Varsity Coach	Volleyball Assistant Coach
Track Head Varsity Coach	Cross Country Varsity Coach

Level IV 7%

Level V 6%

Golf Varsity Coach  
Track Assistant Coach  
Baseball Assistant Coach  
Softball Assistant Coach  
Soccer Assistant Coach  
Cheerleading Advisory (Fall/Winter)  
Competitive Cheerleading Coach

**SCHEDULE B, EXTRA-CURRICULAR COMPENSATION Concluded...**

Level VI 5%

Football Middle School Coach  
Basketball Middle School Coach  
Volleyball Middle School Coach  
Wrestling Middle School Coach  
Cheerleading J.V. Coach  
Track Middle School Coach  
Middle School Cheerleading Advisory (All squads/Full Year)  
JV Cheerleading Advisor (Fall/Winter)  
Middle School Band Director  
Forensics Director  
Curriculum Committee Member  
Drama Middle School Advisor  
Middle School Choir Director

Level VII 3%

Intramural High School Coach  
Intramural Middle School Coach  
Safety Patrol Advisor  
National Honor Society Advisor

Level VII 3%

Student Council High School Advisor  
Student Council Middle School Advisor  
Quiz Bowl Team Advisor  
Science Olympiad Team Advisor  
Yearbook Middle School Advisor

Level VIII 2%

Yearbook Elementary Advisor  
Ski Club Advisor  
Student Council – Elementary  
Young Authors – Elementary  
Write On

**APPENDIX C**  
**TEMPORARY TEACHERS**

1. The Board of Education may employ temporary teachers who shall be members of the HEA bargaining unit.
2. In any job posting, contract of employment, and/or letter of assignment, the position shall be clearly marked as a temporary teaching position.
3. No teacher in the bargaining unit as of June 21, 2000, except those who served as temporary teachers before June 30, 2001, shall become a temporary teacher unless he/she elects to do so on a voluntary basis.
4. Bargaining unit members as of June 21, 2000, except those who served as temporary teachers before June 30, 2001, who accept voluntary-temporary employment shall be compensated according to Schedule A based upon degree and experience. All other temporary teachers shall be compensated at the per diem rate for a new teacher hired at step B.A. 0.
5. Temporary teachers are not eligible to participate in the fringe benefit provisions found in Article XVIII of the contract.
6. In addition to the pay as set forth in part 4 above, each temporary teacher will receive a severance payment at the end of his/her temporary teaching assignment equal to 1/186.5 of the annual premium for Flexible Blue 2 Single Subscriber, Plan B for each day worked.
7. Temporary teachers may be laid off at any time subject to a two-week notice of lay off.
8. The principal shall evaluate a temporary teacher during his/her assignment. Temporary teachers who do not receive an unsatisfactory evaluation will be granted "Temporary Teacher Seniority" for the number of actual days worked.
9. Temporary teachers on lay off will have the first opportunity to substitute, if he/she signs up for substitute work. Temporary teachers who sign up may be dropped from the first call substitute list after having declined five or more substitute assignments. For the purpose of this section it is understood that participants in the Professional Services Program are not "substitutes" as used herein, and may be called before laid off Temporary Teachers.
10. Temporary teaching positions may or may not be posted, depending on how far in advance the administration knows the need for such positions. Persons interested in a temporary teaching positions may apply at any time, and will be considered when a position is available.

## APPENDIX C, TEMPORARY TEACHERS Concluded...

11. Temporary teachers will earn one day of sick leave for each 18 days worked. Unused days will be carried forward in the event of re-employment. Other leave provisions of the contract shall not be available to temporary teachers.
12. Temporary employees shall be subject to all terms and conditions of the Master Agreement with the exception of those items excluded by this article and provisions of the following articles:

IV	Agency Shop
VIII	Vacancies, Transfers, Assignments
IX	Leaves
X	Teacher Evaluation
XII	Layoff and Recall
XVII	Fringe Benefits
XVIII	Professional Compensation
XIX	Mentor Teachers

### 13. TEMPORARY TEACHER SENIORITY

- a. Temporary teachers do not receive credit on the seniority list and/or provisions set forth elsewhere in the agreement.
- b. A temporary teacher seniority list shall be maintained by the district. Temporary teachers will receive one day of seniority credit for each day of actual teaching. A temporary teacher who has not taught as a temporary teacher for two calendar years will lose all seniority credit.
- c. After being laid off as a temporary teacher, if a vacancy for a temporary teacher develops for which the temporary teacher is certified and qualified, the temporary teacher persons on lay off will be recalled in order of their seniority as a temporary teacher. If a temporary teacher fails to return to active employment within 5 days of recall, all seniority and right to future recall shall be lost. Should two or more temporary teachers have an equal seniority (i.e. days of work credit) ties will be broken by using the last four digits of the social security number, with the higher number having greater seniority.

### 14. PURPOSE

The purpose of the temporary teacher is to offer teaching assistance during peak enrollment periods and/or to assist in curriculum enrichment for periods of less than one year. Should one or more temporary teacher positions develop to the point that it would be feasible according to scheduling, qualifications, certifications, and availability, the work shall be combined for the purpose of offering the work as a regular teaching position.

### 15. TEMPORARY TEACHERS V. LONG TERM SUBSTITUTES

When the Board has cause to believe that a substitute teacher may be needed for a period of 30 successive teaching days or more in one assignment, the Board will have the option of filling the position with a temporary teacher rather than a substitute.

APPENDIX D

HART PUBLIC SCHOOLS  
and  
HART EDUCATION ASSOCIATION

LETTER OF AGREEMENT

The Hart Public Schools and the Hart Education Association agree that teachers shall not be paid any Step increases until a successor agreement is reached between the parties. The Education Association, its agents, or bargaining unit members may not seek resource in any forum or process including but not limited to grievance procedure or Michigan Employment Relations Commission to compel step increases during such negotiations, unless the only financial issue separating the parties is the District's proposal requiring teachers to pay a portion of their health insurance premiums.

Dated: 6-9-08

Dated: 6/09/2008

*Offen J. Newkirk*  
Hart Education Association

*Vincent P. Drens*  
Hart Public Schools

APPENDIX E

HART PUBLIC SCHOOLS  
and  
HART EDUCATION ASSOCIATION

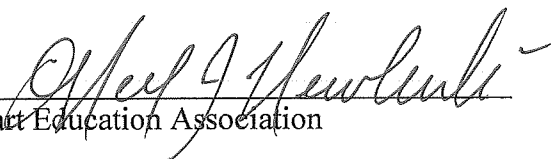
LETTER OF AGREEMENT

If an employee is not eligible for a HSA account, or becomes eligible and elects medical coverage after January 1 of each year, an HRA shall be established for that employee for the calendar year. The employer agrees to continue to fund deductible amounts at *\$1,250 for single and \$2,500 for family as long as an HSA is in place.*

If MESSA markets a health insurance plan similar to the health plan outlined above, the Association and the District may elect that MESSA HealthCare Plan coverage beginning with the first day of the District's fiscal year after the fiscal year in which MESSA's coverage became available.

Dated: 06/19/2008

Dated: 6/09/2008

  
Hart Education Association

  
Hart Public Schools

APPENDIX F

HART PUBLIC SCHOOLS  
and  
HART EDUCATION ASSOCIATION


LETTER OF AGREEMENT

The Hart Public Schools and the Hart Education Association agree that a "Committee" made up of one teacher from each grade (K-5), elementary principals and the superintendent engage in "good faith" discussions to address Article V, *Teaching Hours*, regarding preparation time to provide for greater flexibility of instructional scheduled time.

Dated: 6/9/2008

Dated: 6/09/2008

  
Hart Education Association

  
Hart Public Schools



**HART PUBLIC SCHOOLS**  
**Teachers**  
**Seniority List 2007/08**

10/11/2007	Employee Name	Date of Hire	Certification	Expiration Date
1	Newkirk, O'Neil	Sep-69	Permanent	none
2	Holmes, Sharon	Sep-74	Continuing	none
3	Malarney, Nancy	Sep-75	Continuing	none
4	Warren, Marilyn	Sep-78	Continuing	none
5	Johnson, Mary	Sep-78	Continuing	none
6	Collins, Bob	Sep-78	Continuing	none
7	Major, Karen	Sep-78	Continuing	none
8	Stembol, Olga	Jan-79	Continuing	none
9	Kirk, Tom	Aug-79	Continuing	none
10	Copus, Dorene	Sep-81	Continuing	none
11	Aebig, Tad	Dec-84	Continuing	none
12	Marshall, Neil	Aug-85	Continuing	none
13	Cook-Attala, Janet	Apr-86	Continuing	none
14	Woodbury, Melissa	Jun-86	Continuing	none
15	Blohm, Cheryl	Jun-86	Continuing	none
16	Dennert, Cheryl	Jun-86	Continuing	none
17	Kokx, Tami	Jun-86	Continuing	none
18	Needham, Beatta	Jun-86	Continuing	none
19	Taranko, John	Aug-88	Professional	6/30/2010
20	Carskadon, Gayla	Jan-89	Professional	6/30/2012
21	Nordlund, Sara	Jul-89	Continuing	none
22	Kokx, Karyn	Jan-90	Continuing	none
23	Huribut, Lori	Aug-91	Professional	6/30/2010
24	Taranko, Amy	May-93	Professional	6/30/2008
25	Oomen, Jackie	Aug-94	Professional	6/30/2012
26	Thocher-Evans, Cathy	Aug-94	Professional	6/30/2008
27	Saucedo-Gonzalez, December	Aug-94	Professional	6/30/2008
28	Gaylard, Rebecca	Nov-94	Professional	6/30/2008
29	DuMonte, Dave	Apr-95	Professional	6/30/2011
30	McCall, Wendy	Jul-95	Professional	6/30/2010
31	Kuhns, Deborah	Aug-95	Professional	6/30/2010
32	Anderson, Joyce	Jan-96	Professional	6/30/2009
33	Vanderlaan, Becky	Aug-96	Professional-S	6/30/2010
34	Proos, Terry	Aug-96	Professional & Occupational	6/30/2011
35	Pechar, Nancy	Aug-96	Continuing	none
36	Mead, Sherice	Aug-96	Professional	6/30/2010
37	Stoneman, Jennifer	Sep-96	Professional	6/30/2012
38	Williamson, Tracy	Aug-97	Professional	6/30/2012
39	Smith, Beth	Nov-97	Professional	6/30/2010
40	Dickinson, Kathy	Jul-98	Professional-E	6/30/2008
41	Schwarz, Susan	Jul-98	Professional	6/30/2008
42	Ackley, Calvin	Jul-98	Professional	6/30/2011
43	Kistler, Jamison	Aug-98	Professional	6/30/2008
44	Sommerfeldt, Michelle	Sep-98	Professional	6/30/2009
45	Hall, Susan	Sep-98	Professional	6/30/2011
46	Albus, Donis (7/10)	Aug-99	Social Worker Registration	4/30/2009
47	Slotegraaf, Kris	Aug-99	Professional-S	6/30/2010
48	Ackley, Kevin	Aug-99	Professional	6/30/2009
49	Mattson, Michelle	Aug-99	Professional	6/30/2010
50	Ramseyer, Brett	Jun-00	Professional	6/30/2011
51	Lewandowski, Michelle	Aug-00	Provisional	6/30/2009
52	Laaksonen, Tracey	Sep-00	Professional	6/30/2011
53	Carroll, Carolyn	Sep-00	Continuing-E	none
54	Jensen, Eric	Sep-00	Professional	6/30/2011

10/11/2007		Date of Hire	Certification	Expiration Date
Employee Name				
55	Bailor, John	Nov-00	Continuing	none
56	Copenhaver, Jennifer	05/02/01	Professional	6/30/2010
57	Mosier, Kathy	Jun-01	Continuing	none
58	Teske, Jocelyn	08/20/01	School Guidance Counselor License	6/30/2011
59	Chickering, Jesse	08/23/01	Professional	6/30/2012
60	Ruemmler, Robin	08/24/01	Continuing	none
61	Stace, Craig (Currently on layoff)	08/22/02	Continuing	none
62	VanAgtmael, Alma	08/22/02	Professional	6/30/2012
63	Mack, Susan	08/22/02	Permanent	none
64	Schultz, Sara	08/22/03	Professional	6/30/2012
65	Gross, Kelli	08/25/04	Provisional	6/30/2009
66	Castillo, Shanda	01/17/05	Provisional	6/30/2010
67	Willis, Mark	8/29/2005	Provisional	6/30/2011
68	Hansen, Tim	8/29/2005	Provisional	6/30/2011
69	Saari, Mark	8/29/2005	Professional	6/30/2010
70	Gwinnup, Jennifer	8/29/2005	Provisional	6/30/2011
71	Wolfe, Stacy (Currently on layoff)	8/29/2005	Provisional	6/30/2010
72	Fralic, Mark	8/29/2005	Provisional	6/30/2011
73	Whitman (Peterson), Jennifer	8/29/2005	Provisional	6/30/2009
74	Eisenlohr, Tara	8/29/2005	Provisional	6/30/2009
75	ZieBarth, Tessa	8/28/2006	Provisional	6/30/2012
76	Fralic, Melissa	11/9/2006	Provisional	6/30/2010
77	Wilcox, Jonathon	8/23/2007	Provisional	6/30/2011
78	Schlukebir, Aron	8/23/2007	Provisional	6/30/2011
79	Marek, Cadida	8/23/2007	Provisional	6/30/2013
80	Pioli, Sarah	9/4/2007	Provisional	6/30/2011
81	Hlady, Steven	9/17/2007	Certicate being mailed 10/11/07	
82	Francis, Brad	10/9/2007	Provisional	6/30/2008
83	Herrygers, Ann	2/12/2008	Professional	6/30/2012
Note **	Espinoza, Phillip	Sep-78	Continuing-E	Admin in Aug 1995
Note **	Mullen, Dyanne	Jan-90	Continuing-E	Admin in Jan 1993

Total Full Time Teachers	79	
Total Teachers on Lay off	2	
Total Half Time Teachers	1	.7 FTE
Total Teachers	82	

Total Employed FTE's..... 79.7

Note \*\* Administrators who do not accrue seniority while holding an administrative position.