

**MASTER AGREEMENT**

**BETWEEN THE**

**BOARD OF EDUCATION**  
**HARTLAND CONSOLIDATED**  
**SCHOOLS**

**AND THE**

**HARTLAND EDUCATION**  
**ASSOCIATION MEA/NEA**

**2018 – 2021**

**Extension 2023-24 to 2025-26**

**Extension 2025-26 to 2027-28**



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## **PURPOSE**

This Agreement is entered into between the Board of Education of the Hartland Consolidated School District, Hartland, Michigan as representatives of the District, hereinafter referred to as the “District” and the Hartland Education Association, MEA/NEA, hereinafter referred to as the “Association” which shall designate the Hartland Education Association, MEA/NEA, solely in its representative capacity on behalf of the personnel in the bargaining unit recognized by the District in [Article 1](#) of this Agreement.

WHEREAS, both parties recognize that the members of the teaching profession are qualified to assist in formulating policies and programs designed to improve educational standards;

WHEREAS, the District has a statutory obligation, pursuant to the Public Employment Relations Act, Act 379 of the Michigan Public Acts of 1965, to bargain with the Association as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment;

THEREFORE, the District and the Association do hereby set forth understandings that are confirmed in this Agreement.

## **ARTICLE 1 - RECOGNITION**

- A. The District hereby recognizes the Association as the exclusive and sole bargaining agent as defined in Section 11 of the Michigan Public Employment Relations Act, Act 336, Public Acts of 1947, as amended, for all counselors and its personnel certified by the State of Michigan Department of Education, whether under contract, on leave, or layoff, employed by the District or upon employment by the District which shall include teachers initially hired as substitutes who are employed in an assignment to the same position for 90 days of work, but excluding all other per diem substitutes, administrators and any other personnel who may incidentally hold a teaching certificate but for which a certificate is not required in their position.
- B. The terms “teacher” or “employee,” singular or plural, when used hereinafter in this Agreement, shall refer to all personnel represented by the Association in the bargaining unit as defined above.
- C. The District agrees not to negotiate with any teaching organization other than the Association for the duration of this Agreement unless required by law.

## **ARTICLE 2 - RIGHTS OF THE BOARD OF EDUCATION**

- A. The Board of Education, on its own behalf and on behalf of the electors of the school district, hereby retains and reserves onto itself, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the school code and the laws of the state, the Constitution of the State of Michigan, and/or the United States. Such rights, duties, etc. shall include, by way of illustration and not by way of limitation, the right to:
  - 1. Hire and contract with such duly qualified teachers as may be required.
  - 2. The general care and custody of the schools and property of the district, and make and enforce suitable rules and regulations for the general management of the schools and the preservation of the property of the district.
  - 3. Establish and carry on such grades, schools and departments as it shall deem necessary or desirable for the maintenance and improvement of the schools.
  - 4. To make reasonable rules and regulations relative to anything whatever necessary for the proper establishment, maintenance, management and carrying on of the public schools of the Hartland Consolidated School District.
  - 5. Determine the services, supplies and equipment necessary to continue its operation and to determine all methods and means of distributing the above and establishing standards of operation, the means, methods and processes of carrying on the work.
- B. In meeting such responsibilities, the Board of Education acts through its administrative staff. Such responsibilities include without being limited to: the establishment of educational policies, the construction, acquisition and maintenance of school buildings and equipment; the evaluation, discipline, promotion and termination of employees; and the establishment

and revision of rules and regulations governing and pertaining to work and conduct of its employees. The Board of Education and administrative staff shall be free to exercise all of their managerial rights and authority.

- C. The Association recognizes that the Board of Education has the responsibility and authority to manage and direct, on behalf of the public, all the operations and activities of the school district to the full extent authorized by law, provided that such rights and responsibilities shall be limited only by the specified and express terms of this Agreement and then only to the extent that such specific and express terms are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

### **ARTICLE 3 - ASSOCIATION & TEACHER RIGHTS**

- A. Insofar as provided by the Michigan Public Employment Relations Act, the District hereby agrees that every employee of the District shall have the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other lawful activities for mutual aid and protection. The District undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any teacher of any rights conferred by the laws of the State of Michigan, Michigan General School Laws and the Constitution of the United States; that it shall not discriminate against any teacher with respect to hours, wages or any terms or conditions of employment by reason of his/her membership or his/her participation in any activities of the Association.
- B. Teachers shall have the right to wear an insignia pin or other identification of membership in the Association at any time.
- C. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official business on school property at any time that does not interfere with or interrupt normal school operations. Officials of the Association may leave their building and school property to transact official Association business during the time provided for in their preparation/conference or lunch period. Only one official, exclusive of the President, may be absent from a building at a time. Such official must notify his building principal's office prior to leaving the building. Upon returning, said official will state the general nature of the business. It is provided further that the transaction of Association business shall not interfere with or interrupt normal school operations or the primary purposes of the preparation/conference period. Any authorized representatives or officials of the Association entering a school building to transact official Association business must notify the building principal's office.
- D. The Association shall have the right to use school facilities and equipment within the school buildings. Such equipment and facilities must be used at times when such equipment is not otherwise in use. The Association shall pay for the cost of all materials and supplies incidental to such use and/or shall pay for any necessary repairs and maintenance required as a result of such use. The Association shall keep an accurate record of all materials used and submit it to the business office for billing. Notice shall be provided to the principal's office when audio-visual equipment or mass reproduction equipment is to be used.

- E. Designated bulletin board space shall be made available to the Association in each building in which regular classes are held. The Association may use the district mail service, district email accounts and server, and teacher mailboxes for communications to teachers.
- F. The District agrees to make available to the Association in response to requests, all available information concerning the financial resources of the district, including but not limited to: annual financial reports and audits, tentative budgetary requirements and allocations (including county allocation District budgets), treasurer's reports, census and membership data; agendas and minutes of all District meetings; register of certificated personnel; names and addresses of all teachers; and any available information needed for processing of grievances, other than case arguments and preparation(s) of the parties. The District may assess the charge permitted by the Freedom of Information Act for reproduction and clerical costs.
- G. The Association also agrees to share non-confidential, published information about public schools that they receive from the State and National Association that the District feels would be beneficial to the Hartland Consolidated Schools.
- H. The District agrees to share information upon request from the Association on any new or modified fiscal, budgetary or tax programs, or major revisions of educational policy which are proposed or under consideration for the District, and the Association shall be given opportunity to consult with the District with respect to said matters.
- I. Any teachers who serve as representatives for American Education Week or the Gifted and Talented Program shall be elected by the teachers through a secret ballot election conducted jointly by the Association and the administration, with nominations made by all parties involved.
- J. The Association's designated representative shall be provided with a copy of the full board packet excluding documents exempt from disclosure by the Michigan Freedom of Information Act, provided to Board members prior to Board meetings. This packet shall be made available at the Board offices no later than the day the information is sent to Board members. Any such documents that are presented to the Board prior to the meeting, which were not sent in the Board packet, shall be made available to the Association's designated representative at the time they are presented to the Board.

#### **ARTICLE 4 - TEACHING HOURS & CLASS LOADS**

- A. The parties agree to hours, preparation periods and meeting requirements for grade 7-12 teachers as follows:
  - 1. Allow teachers in grades 7-12 a maximum of 165 students to evaluate per semester.
  - 2. The daily schedule for grades 9-12 will be divided into seven instructional periods, whereby, the teacher conference period shall be reduced to match the length of a standard class period.

3. The parties agree full-time employees may be more invested in the district than part-time employees. Bargaining unit members may be asked to teach an additional period for which they are qualified and certified during their conference period for 1/6 of their pay.
  4. In grades 9-12, attempts will be made to keep hourly class sizes at or below 31 students with a maximum of 33 students per instructional period. If mutually agreed upon, a teacher may accept a maximum of 35 students and shall be paid a \$100 stipend per student per semester above the 33 student maximum. In no case shall an individual teacher (excluding physical education, instrumental music and vocal music) be assigned more than 165 students to evaluate per semester. These conditions shall be effectuated no later than the 15th day of school for students.
  5. Physical education teachers will not be assigned more than 250 students to evaluate per semester with an hourly class size maximum of 45 students. For teachers of such classes, each section of such class shall count as 30 pupils to be deducted from the 165 class load maximum.
  6. Grade 7-12 teachers shall not be assigned more than four preparations in a school year, unless the teacher agrees to accept more. The District will make every reasonable attempt to limit the number to three or fewer. For purposes of clarification, a course preparation contains materially different content and assessment. Administration and building Association representatives will meet to address the final master schedule.
- B. Teachers shall not be required to be in their assigned school building(s) prior to 7:00 a.m. or for more than seven continuous hours each day, exclusive of staff meetings. Teachers shall be entitled to a duty-free lunch period of no less than 30 minutes.
- C. Preparation/conference time for teachers shall be in one continuous block of time. If teachers must teach for part of their conference/planning time, they will be paid according to [Article 23, Paragraph E](#) at the appropriate pro-ratio amount based on minutes out of the 55-minute conference period time taught.
- D. For K-8 teachers, efforts will be made to provide teachers with 55 minutes of conference time, although it is understood that individual conference times may not be consistent for all members at all times. In the event the 55-minute conference/planning time must be divided for K-4 teachers, the teacher may elect to have two planning periods each day for a total of 65-minutes with no single planning period of less than 25-minutes, or have a single planning period each day of less than 55-minutes with pro-rated compensation provided for the remaining time (up to 55-minutes). The conference/planning time for K-4 teachers will be a minimum of 65 minutes divided in two blocks, neither of which is less than 25 minutes in length.
- E. For grades 9-12, so long as a seven period work day remains in effect, efforts will be made to provide teachers with 55 minutes of conference time, although it is understood that individual conference times may not be consistent for all members at all times.
- F. Teachers may opt for flexible starting and ending times. Teachers who choose this option may divide their preparation/conference times into blocks before school and/or after school.

Each teacher must submit his/her schedule to the building principal. When staff meetings or IEP meetings are held, the building principal will establish the start and end times for the teachers involved.

- G. Use of preparation/conference time shall be at the discretion of the teacher except, (1) the teacher will remain in the school building, (2) the teacher shall hold conferences with parents upon request, (3) the teacher shall engage in planning activities with other teachers and administrators upon request by the building administrator or (4) the teacher shall attend staff meetings pursuant to the provisions of [Article 8 - Teaching Conditions](#).
- H. The student instructional day shall be determined based on the number of hours of teacher/student contact on a yearly basis. The total yearly number of hours of teacher/student contact shall be capped at 1,098 hours and 180 days.
- I. Exclusive of preparation/conference time and duty-free lunch, up to 20 minutes out of the teacher day may be designated as duty time during which the teacher may be assigned to monitor student behavior in the buildings.
- J. Teachers shall not be required to supervise playground activities or lunchrooms. Teachers may elect to supervise student lunchrooms during student lunch times as part of their duty time assignment. Such an assignment will require the approval of the building principal. When teachers do elect such an assignment, their preparation/conference time shall be in one continuous block. The preparation/conference time will be set to maximize instructional time in a school day by taking into account (by way of example, but not limitation) factors such as: length of school day, number of class periods, length of passing time (time between class periods), Early Release Fridays, assemblies and club time.
- K. Secondary teachers shall not be assigned more than four course preparations during a school day, unless the teacher agrees to accept more.
- L. Student/Teacher Ratio:
  - 1. By the official Fall Count Day or September 30 of each school year, whichever is earlier, a ratio of 28 or less pupils per regular classroom teacher, exclusive of pre-kindergarten, kindergarten and junior first grade shall be effectuated in each elementary school. Teachers of the pre-kindergarten, kindergarten and junior first grade shall not be assigned more than 25 pupils per class. All other regular classroom teachers at the elementary level shall not be assigned more than 30 pupils per class, except teachers of elementary combination classes shall not be assigned more than 25 pupils per class. These class size conditions shall be effectuated no later than the fifth day of school for students. If said conditions are not met by the fifth day of school for students, or additional students make it necessary to exceed these levels, a teacher will be provided with the services of a paraprofessional aide for the time the teacher is assigned to provide instruction to a class that exceeds the above standards for a period of five consecutive school days. No regular elementary class shall exceed 33 pupils, nor pre-kindergarten, kindergarten, junior first grade or combination class shall exceed 30 pupils except as exempted by the mutual agreement between the teacher, the employer and the Association. No more than four combination classes shall be created in any one building. A fifth combination may be created by mutual consent of the employer and the

Association.

2. Teachers at the secondary level shall not be assigned more than 165 pupils to evaluate per semester. Teachers with fewer than five classes shall not be assigned more than an average of 35 students per class. Teachers of physical education, instrumental music and vocal music are exempted from this total. For teachers of such classes, each section of such class shall count as 30 pupils to be deducted from the 165 pupil maximum. Physical education classes shall not exceed 45 pupils per class per teacher. Teachers of classes for which the District receives special state or federal funding by maintaining class sizes lower than 30 pupils shall have 30 pupils deducted from the 165 pupil maximum for each such class. These conditions shall be effectuated no later than the 15th day of school for students. If said conditions are not met by the 15th day of school for students, the district shall pay teachers whose class sizes are out of compliance at a rate of \$10 for each student over contractual limits per day that they are out of compliance. For co-teaching expectations refer to Paragraph R, below.
3. Recognizing that lower class size positively impacts education, the parties agree to the following initial target numbers for maximum class size:

Grades	# of students
JK and J1	15 (+1)
K	22
1 – 2	24
3 – 4	26
5 – 6	28
Secondary	30

Both parties understand that available funds and classroom space need to be considered before these maximums can be implemented. Both parties agree that these maximums will be a consideration for funding and classroom space in the future. The parties agree to meet each year in December to determine the attainability of the target numbers for the following year.

#### M. Elementary Electives and Blended Sections:

##### Semester Stipends:

- a) JK-K = Any blended grade level over 30 would result in a \$500.00 off schedule stipend at the end of the semester. (Example: K and 1<sup>st</sup> blended sections = \$1,000)
- b) 1-4 = Any blended grade level over 33 would result in a \$500.00 off schedule stipend at the end of the semester (see example above)
- c) Each blended grade level will entitle the essential teacher to a 1/2 (.5) Comp day at the end of the semester. (Example: K and 1<sup>st</sup> blended = 1 Comp Day total per semester)
- d) If an elementary Art class exceeds 35 students, the district will endeavor to provide additional adult supervision.

Teachers eligible for stipends pursuant to this section will be required to complete the Semester Stipend Form at the end of each semester.

- N. School counselors and librarians shall be notified four weeks prior to the end of the school year if they are to be employed one week immediately following the close of the current school year and one week immediately prior to the beginning of the next school year. If the workload necessitates for these and other programs, the individuals involved may mutually agree upon additional weeks.
- O. Counselors shall be subject to assignment of additional duties of administrative assistance, excluding punitive disciplinary actions against students and evaluation of teachers, during the normal school day at the direction of the administrator.
- P. Teachers of elementary combination classes shall be consulted by their administrator to address and clarify planning and preparation requirements and necessary deviations from the curriculum taught in single grade level classes. Exclusive of the areas of reading and mathematics, teachers of combination classes shall not be responsible for a set of instructional objectives that is greater than those for teachers of single grade classes.
- Q. Teachers who are required to provide lessons for students who are not able to be in their classroom for more than fifty percent (50%) of any semester due to a long-term suspension, a long-term medical care situation, incarceration, or as a result of being home bound or for any other reason deemed appropriate by the administration, will be compensated at a rate of \$200.00 for the semester, per student. Eligibility for this stipend requires that the requisite form be completed by the teacher and principal on or before the 25<sup>th</sup> day of the student's absence.
- R. Co-Teaching:
  - 1. Co-teaching is a priority. Meetings are to be scheduled around the class periods where co-teaching is taking place, whenever possible.
  - 2. A priority will be placed on scheduling highly qualified teachers together in the co-teaching partnerships, whenever possible.
  - 3. If a 9-12 regular education teacher is paired with a non-highly qualified special education co-teacher, all reasonable attempts will be made to off-set their schedule with at least one support class where some of the students could be scheduled for the purpose of increased support, when possible.
  - 4. If there is not a highly qualified special education teacher in the co-taught section, the district will attempt to limit the class section to 33 students in grades 9-12, if possible.
  - 5. For the purpose of building ratio determination, all certified general education teachers will be counted plus the number of co-taught FTE's (example: number of co-taught sections divided by 6) for a total number of FTE's divided into the student count. The student count will not include the number of students in self-contained classrooms (example cognitive/emotional impaired classrooms).
- S. Common Start Professional Development Days:

The common start workday will begin at 8:00 a.m. and end at 3:00 p.m. This schedule only applies to those days specified as Professional Development (PD) days.

- T. On early release Fridays designated as teacher work time and not assigned to professional development, teachers may complete their responsibilities from a location of their choosing.

#### **ARTICLE 5 - PARAPROFESSIONAL TEACHER AIDES**

- A. A paraprofessional teacher aide shall be supervised by the teacher to whom he/she is assigned, and the teacher shall have authority to direct the activities of the paraprofessional teacher aide. Using the paraprofessional teacher aide's performance responsibilities as listed in the paraprofessional teacher aide's job description as a guide, the teacher shall submit evaluative information to the administrator who shall write the formal evaluation of that paraprofessional teacher aide.
- B. Teachers who are assigned paraprofessional teacher aides shall retain primary responsibility for diagnosing special student needs, prescribing and designing individual lessons and evaluation of the results of instruction. Paraprofessional teacher aides shall be limited to supportive instructional activities as assigned and supervised by the teacher.

#### **ARTICLE 6 - SPECIAL STUDENT PROGRAMS**

- A. The parties recognize that children having special physical, mental and emotional needs may require specialized classroom experience, and that their presence in regular classrooms may interfere with the normal instructional program and place extraordinary and unfair demands upon the teacher. It shall be the responsibility of the teacher to report to the principal the name of any student who, in the opinion of the teacher, needs particular assistance from skilled personnel. The principal, at the request of the teacher, will report progress of the case.
- B. Teachers who are requested to attend an IEPC meeting, which is scheduled during the school day, shall be given release time. When teachers attend an IEPC outside of the normal seven-hour day, it shall be counted as one of the four staff meetings per month pursuant to [Article 8](#) (Teaching Conditions), up to a maximum of three.
- C. To promote the equitable distribution of responsibility for mainstreamed or highly capable pupils among teachers, when more than one classroom placement may be available to accommodate the pupil's schedule, a pupil who has been certified through an IEPC or highly capable identifying tool as requiring services, will be placed in the classroom which is least impacted by the pupil. Placement of these pupils shall be determined by a placement committee of the teachers affected by the need for placement of the pupil and the special education teacher involved, if applicable, called by the building principal. Placements for the fall of a school year shall be determined the preceding spring for continuously identified pupils. A placement committee shall make placements as the need arises to place pupils during the school year. If the placement committee does not make a placement, the building administrator may determine the placement. The decision arrived at following the provisions of this paragraph are not subject to the grievance procedure set forth in this Agreement.

- D. Special education teachers shall be responsible to only one immediate supervisor.

### **ARTICLE 7 - CURRICULUM DEVELOPMENT**

- A. Any changes in school district curriculum documents, assessment or reporting dates shall be reported to teachers by the Assistant Superintendent for Curriculum and Instruction prior to the beginning of the school year in which the changes are to be implemented. If changes occur during the school year, no assessment data will be required for at least 30 instructional days after teachers are notified of such changes.

- B. District Leadership Team (DLT) Representative position:

1. Interested staff will submit a letter of interest to the Curriculum Director indicating interest in the position.
2. Members will be selected through a vote by the Principal, Curriculum Director, and representative staff.
3. The intent is to select representatives in a wide variety of content areas positions.

- C. District Leadership Team (DLT) Representatives will:

1. Attend DLT meetings (1 per month) and Building Leadership Team meetings (1 per month), unless more is needed with agreement of all team members. These meetings are above and beyond the four required monthly staff meetings.
2. Will serve as a liaison between staff, building administration and the Curriculum Department.
3. Will plan and implement department meetings after consultation with the principal if requested by the principal.
4. Will work with building administration to plan and schedule balanced Professional Development that is representative of the needs of staff and administration.
5. DLT Representatives are not supervisors and will not be involved in the evaluation of teachers.
6. DLT Representatives will assist in the coordination and logistics of Teacher Option PD, as well as any other PD requested by the Principal.
7. At DLT meetings, all DLT Representatives shall have equal voting rights on the implementation and scheduling of PD. Voting shall be a simple majority rule. The Curriculum Director will consider the DLT team's recommendations when making decisions on any topics that are discussed within the DLT.
8. Any new or significant changes to programs involving curriculum, assessment, instruction, or PD will be discussed within the DLT.

- D. DLT Representatives will be as follows:

1. Round Elementary: Two (2)
2. Lakes Elementary: Two (2)
3. Creekside Elementary: Two (2)

4. Village Elementary: Two (2)
  5. Farms Intermediate: Three (3)
  6. Ore Creek Middle School: Four (4)
  7. High School: Seven (7) ELA, Math, Science, S. Studies, W. Language, Special Education, Art/Music/CTE
    - The District Leadership Team will also include the Curriculum Director, Principals, Instructional Coaches, Technology Director, and Special Education Director.
- E. With reasonably enough time to revise PD plans and schedule before the next year, an annual survey of staff members will be conducted on the efficacy the DLT structure and of the Professional Development in the district to direct policy decisions on curriculum, instruction, and PD in the following year.
- F. Each member of the District Leadership Team will receive 4% of BA1.

### **ARTICLE 8 - TEACHING CONDITIONS**

- A. The parties recognize that optimum school facilities within the financial constraints for both student and teacher are desirable to ensure the high quality of education that is the goal of both the Association and the District. The parties acknowledge that the primary responsibility of the teacher is to teach and that the organization of the school and the school day should be directed toward ensuring that the energy of the teacher is primarily utilized to this end. Both parties recognize that in order to be an effective teacher, one must accept the responsibility of management and control in the classroom as well as in the total school program. It is realized by both parties that the effective management of the school requires the involvement and cooperation of each staff member.
- B. The District agrees to keep the schools equipped and maintained. The staff and building administrator will meet periodically for the purpose of discussing the selection, use and acquisition of educational tools.
- C. No later than the first work day following the conclusion of each week, all classroom teachers must provide a copy of the previous week's general lesson plans. A copy of such plans must be on file in the principal's office.
- D. No teacher shall be required to attend more than four staff meetings per school month. An agenda shall be provided to the staff on the school day prior to such meetings. In the event no agenda is provided, it is assumed that no regular meeting is to be held. All meetings shall be contiguous with the normal teacher workday and shall be no longer than one hour in length. Emergency meetings may be called at any time without the need for a published agenda to address urgent items which must be communicated directly to the staff and which cannot be adequately dealt with by memo. Emergency meetings will count as one of the four monthly meetings unless they occur after the fourth regular meeting, in which case they shall not be counted.

- E. Times and locations of all meetings shall be mutually determined by administrators and building representatives.
- F. Teachers shall either be excused from normal duty time assignments or provided with time during staff meetings to complete tasks related to the collection and summarization of detailed information requested by the administrators. When teachers are directed to assist with the initiation and maintenance of CA 60's (pupil records) they shall either be excused from normal duty time assignments, provided with time during staff meetings, or utilize no more than one hour of time during Teacher Records day to complete such responsibilities. Teachers shall not be required to file report cards in the CA 60 file, attach student pictures to the CA 60 file, record the year-end attendance in the CA 60 file or write their names on the folder or yellow insert of the CA 60 file.
- G. The District shall make available on each school site, adequate lunchroom, adequate rest room and adequate lavatory facilities for teacher use. Provision for such facilities shall be made in all future buildings.
- H. Telephone facilities shall be made available to teachers for their use in the teachers' lounge.
- I. Adequate paved and lighted parking facilities shall be provided, maintained and identified for employee use during regular school hours.
- J. Teachers shall not be required to work under unsafe or hazardous conditions, or to perform tasks that endanger their health, safety or well-being. The parties agree that cleanliness of the buildings and facilities are essential to quality education and the health of the students and employees. A Health and Safety Committee shall be formed comprised of at least one HEA-appointed member from each building. The Committee shall be charged with development of a process for reporting unclean or unsafe conditions and incidents in buildings, as well as a system for monitoring follow up and resolution of such reports, which shall include regular meetings of the Committee to monitor ongoing progress.
- K. The District agrees at all times to maintain a list of substitute teachers. Teachers shall be informed of telephone number(s) they are to call to report pending absences. Teachers are to report the pending absence as early as possible. A teacher shall be required to report a pending absence no later than 60 minutes prior to his/her normal starting time. Teachers shall not be responsible for arranging for substitute teachers, but may do so voluntarily with the permission of the building administrator.
- L. In the event the predominant temperature in the area of a classroom where the students and teachers are located for instructional activities falls below 65 degrees, the administration will promptly make an effort to have the temperature restored. In the event the temperature cannot be restored to at least 65 degrees by the beginning of the next school day, the administration will make an effort to relocate the class to an alternative place in the building suitable for conducting the class if one is available.

- M. The District shall allocate a sum of \$1,750 to each building in which general education classroom teachers are required to administer one-on-one assessments to all students they are required to evaluate. The funds shall be allocated in a manner agreed upon by a committee of the affected teachers and the building principal to provide instructional time coverage in the classroom while the teacher administers the assessments.
- N. Teachers shall not be required to administer medications to students on a regular basis. In the case of an emergency or under special circumstances, teachers may be required to administer medications if proper procedures are in place and the teacher has been appropriately trained. Proper procedures include compliance with applicable laws, as well as school district policies and protocol. Training shall be provided by a qualified medical professional, the school nurse, or other qualified individual, in a setting and time frame appropriate to the degree of difficulty and level of skills required to effectively administer the medication in question. In addition to training, complete written directions shall also be provided to any teacher trained to administer medication. In the event a teacher feels s/he has not been appropriately trained or that proper procedures are not in place, the teacher shall report such concern to the immediate supervisor, who shall take appropriate measures as determined by the supervisor as soon as reasonably possible to address the concerns. Teachers who are required to administer medications shall do so in the presence of another trained adult or adult witness if no trained adult is available. Medications, such as narcotics, shall be administered only in compliance with all laws governing such administration.
- O. When a teacher becomes aware of and has concerns regarding the administration of medication to any student who will be participating in a planned field trip, the teacher shall bring the concerns to the attention of the immediate supervisor. The supervisor will consider the concerns brought forward by the teacher and make a decision regarding the provision of appropriate support, if any, during the field trip.
- P. Parent Teacher Conferences:

The time designated in the School Calendar has been reduced from previous years to facilitate increased state expectations, hence placing constraint on teachers to adequately meet in traditional face-to-face fashion with parents. Due to these constraints, central administration will communicate to building administrators and parents that teachers, regardless of grade level, may not be able to achieve 100% parent/teacher conferences during the two evening conference times (total of 6 hours). As in the past and going forward, the expectation remains that teachers will conference with interested parents using their discretion to schedule conferences on the designated evening conference time, or during school day prep time through a combination of face-to-face or telephone communication. This means that it is acceptable if the conferences are held via telephone but not through e-mail or traditional mail. While the mutual goal of 100% participation rate continues, teachers will not be held accountable for less as long as reasonable efforts to reach that goal have been made. It is understood that the demonstration of effort will require the teacher to keep a record of phone calls and communication made with parents inquiring into the scheduling of conferences.

## **ARTICLE 9 - PROFESSIONAL QUALIFICATIONS & ASSIGNMENTS**

- A. No teacher shall be employed with less than a Bachelor's Degree and a valid teaching certificate, except in cases of absolute necessity. The Association shall be notified in each instance.
- B. Teachers shall only be assigned within the scope of their teaching certificates and within the parameters of state and national mandatory standards for qualified status, if required for their position.
- C. All teachers shall be given written notice of their schedules for the forthcoming year no later than two weeks prior to the opening of school. In the event that changes in such schedules occur, all teachers affected will be notified promptly by the administration. The Association shall immediately be so notified in each instance.

## **ARTICLE 10 - SENIORITY**

- A. Length of service or seniority is defined as unbroken service in the Hartland Consolidated School District in a teaching capacity or, for those persons with a date of hire prior to September 1, 1981, in an administrative or teaching capacity. Those administrators having seniority on the teachers' seniority list as of August 29, 1988, shall have their seniority level frozen as of that date. Teachers within the district, regardless of date of hire, who move into administrative positions after August 29, 1988, shall not accrue additional seniority.
- B. Seniority shall accrue based upon years of continuous employment from the employee's last date of hire. Time on leaves of absence with or without pay or layoff shall not constitute a break of continuous employment. Time on leaves of absence shall be deducted from seniority. Time on layoff or educational internship, sabbatical leave shall continue to accrue as seniority. The first day worked shall commence accrual of service time. Time on leaves of absence, for other than disability, shall be deducted from seniority. Time on leave of absence due to disability that extends beyond the remainder of the school year in which the leave of absence began, shall be deducted from seniority. Teachers working less than full time shall receive prorated seniority. Teachers hired into less than full-time positions and not permitted to transfer into a full-time position during that school year, shall receive full-time seniority for that year from the date the full-time position is filled.
- C. Seniority is lost only by the resignation or discharge of the employee.
- D. The employer shall maintain a seniority list of all employees in the bargaining unit. The seniority list shall contain a listing of each employee's name, date of hire, seniority ranking and a listing of the employee's certification endorsements. Said seniority list shall be presented to the Association and all employees in the bargaining unit during the month of October for review. The Association at any time may bring proposals for corrections to the attention of the Superintendent. The District shall not be held responsible or liable because of its reliance upon any version of the seniority list which is in error when the Association has not called the error to the attention of the Superintendent.

- E. Ranking of employees who assume their duties on the same day shall be done in order using the employee's social security number, ordered from highest to lowest. Employees shall be ranked according to their placement on the published seniority list. In the event of ties which develop as a result of loss of seniority, ranking shall be determined by giving the highest seniority ranking to the employee who was senior according to the previous seniority lists.

### **ARTICLE 11 – TEACHER DISCIPLINE**

- A. Whenever it becomes necessary to pursue possible discipline of a member of the staff, the Superintendent or designee shall utilize related procedures using the following principles and procedures.
- B. A teacher may only be discharged, demoted or otherwise disciplined for a reason that is not arbitrary or capricious. In all instances, discipline, discharge and demotion shall occur in accordance with the statutory requirements under the Teacher Tenure Act and the Revised School Code.
- C. The Superintendent or designee shall publish applicable rules clearly and evidently, enforce them consistently, follow due process, treat employees respectfully as professionals, act on substantial and credible evidence, apply progressive discipline as appropriate, and consider mitigating and extenuating circumstances.
- D. The Superintendent or designee shall conduct an investigation of any alleged act or omission by a teacher that could result in disciplinary action. The teacher shall be provided with oral or written notice of the issue or incident being investigated.
- E. The investigation shall include, at a minimum, interviews of appropriate persons and a meeting with the subject teacher and, if requested or if required by the bargaining agreement, the teacher's designated union representative (a union representative if part of a bargaining unit) to allow the teacher an opportunity to respond to the complaint. Prior notice of this meeting shall be provided to the teacher for any discipline that may result in a suspension or loss of pay. The meeting shall not proceed without the teacher's designated representative; however, the meeting shall not be unduly delayed to secure the attendance of the teacher's preferred union representative. The union will provide a representative to ensure a timely notification and/or investigation.
- F. After completion of the investigation, if discipline is to be imposed, the teacher shall receive written notice of the discipline and this notice shall also be placed in the teacher's file.
- G. Progressive Discipline may include, but is not limited to (with the agreement of the administrative representative and union representative):

- Step 1: Verbal warning (documented in writing to record process is being followed)
- Step 2: Written warning
- Step 3: Written reprimand
- Step 4: Suspension (paid or unpaid);
- Step 5: Discharge

**Note:** If applicable, financial restitution may be sought in accordance with Michigan law.

H. The District is not restricted to applying discipline in a progressive manner, but, rather, may impose discipline consistent with the seriousness of the teacher's conduct, as determined by the District. Additionally, nothing in this policy limits the District's right to take other appropriate action, such as placing a teacher on paid administrative leave during the pendency of an investigation or issuing a counseling memorandum, which is considered instructional, not disciplinary.

I. No discipline will be added to a teacher's file without their knowledge and an opportunity to review.

J. The following disciplinary actions may only be imposed by the School Board in adherence with the requirements of the Teacher Tenure Act (MCL 38.71, et. Seq):

- I. discharge of a tenured or probationary teacher;
- II. demotion of a tenured teacher (which includes suspension for fifteen (15) or more consecutive days without pay or a reduction in compensation by more than the equivalent of thirty (30) days compensation in one (1) school year);
- III. non-renewal of a probationary teacher.

K. COMPLAINTS: No material, including but not limited to student, parental, or school personnel complaints originating after initial employment, will be placed in an association member's personnel file unless the bargaining unit employee has had an opportunity to review the material and in the event the complaint was found to have merit. Complaints against the bargaining unit employee shall be put in writing with names of the complainants, administrative action taken, and remedy clearly stated. The bargaining unit employee may submit a written notation or reply regarding any material, including complaints, and the same shall be attached to the file copy of the material in question. When material is to be placed in a bargaining unit employee's file, the affected employee shall review and be asked to sign as evidence. In no instance shall said signature be interpreted to mean agreement with the content of the material. In the event that the employee refuses to sign, the evidence may be entered into the employee's file with an attached note from administration.

If the bargaining unit employee believes the material in the file is inappropriate or in error, the employee may request a joint review with administration and union representation. If the material is determined to be inappropriate or in error, it will be corrected or expunged from the file, whichever is appropriate. All recommendations, written or oral, shall be based solely on the contents of the bargaining unit employee's personnel file.

Complaints, as defined in Section K, shall not be usable for the purposes of annual teacher performance evaluations, or discipline, unless the complaint is substantiated.

L. After three years (3) a teacher has the right to request a review for expunging of recorded discipline and complaints. All final decisions rest with the Superintendent or designee. Teachers have a right to association representation in this process.

## **ARTICLE 12 – VACANCIES**

### **Positions & Vacancies**

- A. A position is defined as a designated instructional role held by a bargaining unit member, inclusive of the subject area(s), grade level(s), and site assignment, as set forth in the district's staffing plan.
- B. CREATING A POSITION: The district has the right and responsibility to establish positions which will assist the district in achieving the education goals set by the Board.
- C. Vacancies shall exist when new positions are created or when teachers leave the bargaining unit, resulting in an unfilled position.
- D. The District will notify all bargaining unit members of any district vacancy by email immediately upon creation of a vacancy.
- E. Bargaining unit members who wish to be considered for a posted vacancy shall submit written notice of interest to the Superintendent/designee or the designated administrator within the posting period
- F. Bargaining unit members who have submitted written notice of interest for a posted vacancy will be guaranteed an interview for the position, provided the member is not on a Teacher Improvement Plan (TIP) and is rated either "Effective" or "Developing" on the latest Summative Evaluation. The district has the responsibility to consider all requests as qualified candidates for the position. If not selected for a posted vacancy, the member will be given rationale and/or feedback for improvement.
- G. Postings for vacancies shall remain online for five days or until filled.

### **ARTICLE 13: HIRING & RECRUITMENT**

- A. Recruitment: The Superintendent/designee will work with a designated association member to recruit and attract highly qualified candidates for vacancies when the association is able to provide such a member. College recruitment, professional associations, and other avenues may be contacted to bring the best candidates to the district.
- B. Building principal(s) and a hiring committee (at least two (2) teachers if available as long as diligent effort has been made to contact them) will complete the interview process of the candidates. Building principals will provide committee members with resumes, cover letters, letters of recommendation and other supporting documents for review prior to any interviews. If there is an internal candidate, all potential committee members will be informed of the candidate's name.
- C. Following the interview process, the committee will come to a consensus regarding the top candidate to recommend to the Superintendent/designee who will make final hiring decisions. In the case the principal/designee deviates from the committee recommendation, the committee shall be notified of the decision and rationale.
- D. Should the Superintendent/designee reject the candidate proposed by the committee or the candidate reject a district offer, the committee will reconvene to determine the next best

qualified candidate to send to the Superintendent/designee. If no such candidate is worthy of sending to the Superintendent/designee, the recruitment and posting process will restart.

- E. Long-term substitutes who were hired to cover a Leave of Absence for a position previously posted can be awarded a position in which they are credentialed to teach.

### **ARTICLE 14 TRANSFERS & PLACEMENT**

- A. Placement shall be defined as what grade level, subject(s), and school building a teacher will be teaching in.
- B. The District shall hold responsibility for assuring all placements align with credentials, certifications, and endorsements.
- C. A transfer occurs when a teacher is placed into a position that includes: 1. Movement from one building to another 2. Movement from one department to another (i.e. math to science, English to Special Ed) 3. Movement between any of the following grade levels/bands: JK-2<sup>nd</sup> grade, 2<sup>nd</sup>-4<sup>th</sup> grade, 5<sup>th</sup>-6<sup>th</sup> grade, 7<sup>th</sup>-8<sup>th</sup> grade, 9<sup>th</sup>-12<sup>th</sup> grade. 4. Movement from interventionist/recovery/support to classroom. 5. Movement from an eliminated position.
- D. It is the understanding of all parties that teachers are most effective when teaching in a position they desire, so all parties agree to create opportunities to explore voluntary transfer and placement changes when certification and endorsements allow.
- E. Principals will solicit input in writing from all teachers regarding preferred departmental and grade levels in February/March in preparation for scheduling/staffing for the next academic year. This input will be given meaningful consideration during scheduling and staffing decisions regarding placement for the upcoming academic year.
- F. While final decisions rest with administration, the criteria used for scheduling and placement will be:
  - a. Student needs
  - b. Relevant certifications and endorsements
  - c. Scheduling requirements
  - d. Teacher experience
  - e. Teacher preference, as solicited in Article 14 letter C
  - f. Teacher evaluation
  - g. Professional relationships
  - h. Additional specialized training relevant to the placement
  - i. Past involuntary transfer history

- G. The HEA president or the president's designee will be notified of the date of the annual district staffing meeting and will be available to conference. The HEA president or the president's designee may provide input when requested.
  - H. An involuntary transfer is the placement of a teacher into a position that was not requested or agreed to, based on the criteria set forth in letter J of this article.
  - I. Involuntary transfers will be used: (1) to comply with other articles in the Master Agreement, (2) to place the teacher in the best position to be successful and positively impact student learning, (3) to prevent undue disruption to the instructional program, or (4) to prevent layoff or to accommodate recall.
  - J. Involuntary transfers will not be used in a punitive manner.
  - K. Criteria to be considered for who will be an involuntary transfer will be those from article 14 letter F. If all factors do not lead to a clear differentiation between members, the least senior member will receive the involuntary transfer. Administration will consider and provide rationale to explain any involuntary transfers.
  - L. In the case of a necessary involuntary transfer, the Superintendent shall notify the affected teacher and the Association of the reasons for such transfer. If the teacher objects to such transfer for the reasons given, the dispute may be resolved through the grievance procedure. All transfers shall be assumed to be involuntary unless the teacher provides written voluntary acceptance of the transfer.
  - M. The District will work with the involuntarily transferred teacher to help them in improving their knowledge and skill for the new assignment using district resources or external professional development opportunities outside school hours.
  
  - N. Teachers who have been involuntarily transferred may be eligible for up to two separate compensation payments, each equivalent to one day at the daily rate of BA Step 1, under the following conditions:
    - 1. **Classroom Move Compensation:** Teachers required to move classrooms due to an involuntary transfer will receive one day's pay at the daily rate of BA Step 1.
    - 2. **Grade Band Change Compensation:** Teachers who are reassigned to teach outside the grade bands specified in paragraph I due to an involuntary transfer will also receive one day's pay at the daily rate of BA Step 1.
- These payments are cumulative if both conditions apply. All compensation will be issued in the first pay period of the month following completion of the transfer.

## **ARTICLE 15 – STAFF REDUCTIONS & RECALL**

A. In the instance that Hartland Consolidated Schools is forced to reduce teaching staff due to fiscal responsibility or economic hardship, the Superintendent or designee will identify the teaching positions to be eliminated and will present the recommendations to the Board of Education.

This applies to personnel decisions for teachers, as defined in the Teachers' Tenure Act, involving (1) a staffing or program reduction or any other personnel determination resulting in the elimination of a position, (2) a recall from a staffing or program reduction or any other personnel determination resulting in the elimination of a position, or (3) a hiring after a staffing or program reduction or any other personnel determination resulting in the elimination of a position.

B. In the event of a layoff covered by this guideline, the District will retain and recall teachers according to the following criteria applied in the listed order:

1. Endorsement and certification credentials
2. Average teacher evaluation rating ("Effective," "Developing," or "Needing Support") on the last three years' SUMMATIVE EVALUATIONS (end of academic year) within the Hartland Consolidated Schools district. (It is understood that newer teachers will have fewer to average.)
3. Any active and existing Teacher Improvement Plan (TIP). Probationary teachers are assigned an Individual Development Plan (IDP) which is not a Teacher Improvement Plan (TIP) and which is not a factor in layoff/retention considerations.
4. Disciplinary record in the last three years.
5. If all factors are equal, seniority within the Hartland Consolidated Schools district will be used in retaining the most senior member.

### **C. Notification of Layoff**

The Board of Education shall inform the Teachers Association of layoffs at least 45 business days in advance of the layoff. The Board of Education shall provide written notice of layoff to the affected teachers at least 30 business days before the effective layoff date. Further, the Board shall also provide notice to the affected teachers that the Teachers' Tenure Act allows them the opportunity to appeal the Board of Education's layoff decision to the Tenure Commission within twenty (20) days of receipt of the layoff notice.

### **D: Layoff**

Any layoff pursuant to this guideline shall automatically terminate the individual employment contract of all laid-off teachers and shall suspend for the duration of the layoff the District's obligation to pay salary. Insurance and fringe benefits shall be continued through the balance of the contractual year or pro-rated for the percentage of the academic year employed. Employee insurance contributions will continue to be the responsibility of the teacher.

### **E. Recall**

The District will include a laid-off teacher on a “Recall List” for 2 years after the last date of release by the District.

A teacher recalled under this guideline will have restored all accumulated benefits, including accrued and unused sick leave, personal and compensatory leave, paid time off (PTO), other district granted paid time off, step position, and seniority to which the teacher was entitled at the time of layoff if teacher has been employed with a school and has received evaluation ratings of “Effective,” “Developing,” or equivalent along with any additional steps that would have been accrued if layoff had not occurred. If recall occurs after the beginning of the academic calendar, salary, personal and sick day allocation, paid time off (PTO), and fringe benefits shall be prorated at return to the district.

#### **F. Identification of Vacancies and Positions**

The District has the sole discretion to determine: (1) whether a vacancy exists and (2) the certification area and position in which the vacancy exists.

#### **G. Recall Criteria**

A teacher is eligible for recall to a vacant position if the teacher is certified and qualified at the time the recall notice is sent to fill the position as determined and defined by the District’s respective job descriptions. It is the teacher’s responsibility to maintain certification.

When the Superintendent or designee has identified the position(s) in which a vacancy exists, the Superintendent or designee will issue notice of recall to the vacant position with the following factors listed in Section B of this article (Article 15).

If more than one (1) vacancy exists when a recall is initiated, the District has sole discretion to determine the appropriate assignment(s) of recalled teachers.

#### **H. Notice of Recall**

Notice of recall will be provided to the affected teachers by a phone call and email with read-receipt within 72 hours. A phone call will substitute for all other notification methods if the affected teacher accepts or rejects the recall in writing. It shall be the responsibility of each teacher to notify the District of any change of contact information.

The notice will include the deadline for acceptance, the date the employee must return to work, and the position and work location to which the teacher is to report.

#### **I: Acceptance of Recall**

The teacher must deliver to the district written notice of acceptance of recall by the date specified in the notice. The deadline for acceptance is 12 calendar days after the notice of recall.

The teacher must report for work by the date specified in the notice. The deadline by which the teacher must report is 12 calendar days after the notice of recall. The district will work with the staff and employer on a reasonable start plan.

## **J: Termination of Recall Rights**

Termination of recall rights may be expressed or implied. Termination may result from, but is not limited to, failure to provide timely notice of acceptance of recall, failure to report from layoff to an assigned position in a timely fashion or by rejection of recall.

A teacher's recall rights will not be terminated for refusing a recall after the HCS school year begins due to securing a contract with another school district. Teacher will remain on the recall list for the duration of the two-year period.

## **K: Appeal/Dispute Resolution Procedure**

An appeal from a decision on reduction in staff or recall made under this guideline shall be as follows:

The teacher must file a written request for a meeting with the Superintendent or the Superintendent's designee within twenty (20) calendar days of the knowledge of the facts upon which the appeal is based. The Superintendent or designee shall make a written decision on the appeal within five (5) calendar days of the meeting.

### **Definitions:**

Unless indicated otherwise, the following definitions apply to the layoff and recall of teachers.

**Effectiveness:** The rating of the ability of one teacher compared to the ability of another teacher. Effectiveness is measured based on the average of the last three years' year-end performance evaluations. The evaluations shall include the rating of teachers as "effective," "developing," and "needing support." For probationary teachers with an Individual Development Plan, effectiveness will be measured based on the most recent evaluation at the time a layoff or recall decision is made.

**Layoff:** A staffing reduction for fiscal responsibility or economic hardship.

**Recall:** Written notice to return to work sent by the District to a teacher who (1) has been laid off under this guideline, (2) is certified and qualified as defined by the District's job descriptions, and (3) retains employment rights under this guideline.

**Seniority:** As defined in the teachers' collective bargaining agreement.

**Termination:** The end of a laid-off teacher's eligibility to be rehired by the district during the recall period

## **ARTICLE 16- ILLNESS OR DISABILITY**

- A. At the beginning of each school year, each teacher shall be credited with a ten-day sick leave allowance to be used for absences caused by illness or physical disability of the teacher or the teacher's family. In the event a teacher is confined to a hospital, an additional five days of sick leave shall be granted for such hospitalization. A teacher shall qualify to use such

leave in the event the teacher is admitted for a procedure which cannot be performed in a doctor's office. Procedures exempt from the use of hospital days include, but are not limited to: Lasik surgery, blood work. Teachers hired after the beginning of the school year shall be credited sick leave on a pro-rated basis. The unused portion of sick leave allowance and hospitalization allowance shall accumulate from year to year without limitation. Teachers leaving prior to the end of the school year shall be charged pro-rata for days used in excess of one day per month worked.

- B. A teacher who is unable to teach because of personal illness or disability and who has exhausted all sick leave available, will be granted a leave of absence without pay for the duration of such illness or disability, up to two years, and the leave may be granted an additional year upon written request by the teacher. The teacher will be placed in a position based on the needs of the district and highly qualified status.
- C. A teacher who is absent from work due to mumps, scarlet fever, measles, chicken pox or pink eye for which contact can be reasonably attributed to employment or a teacher absent from work because of an injury incurred at the site of employment, shall not be charged with loss of personal sick leave for the period of disability up to a maximum of 20 leave days. Thereafter, the teacher may use his/her accumulated personal sick leave for the period of disability. The use of sick leave in conjunction with workers' compensation benefits, shall be supplemental on a proportionate basis, such that when combined, the teacher does not receive more than his yearly salary rate from both sources.
- D. A teacher shall suffer no diminution of sick leave allowance when a sick day is requested and school is called off on that day because of an Act of God.
- E. The District may require a physician's certification of the illness or disability when the teacher is absent three or more consecutive days, chronically absent or absent during a mass illness among the teaching staff. The Association will receive a copy of any forms developed to document illness or disability prior to implementation.

#### **ARTICLE 17 - PROFESSIONAL, BUSINESS & ASSOCIATION LEAVE**

- A. The professional development of teachers is encouraged by making available, at the discretion of the central office administrator in charge of curriculum, days for professional leave. Professional leave may be used for, but is not restricted to:
  - 1. Visitation to view other instructional techniques or programs.
  - 2. Education conference, workshops or seminars. The teacher shall file a written report within one week of his attendance at such visitation, conference or seminar.

- B. A teacher is most effective when in the classroom and therefore staff will endeavor to make attendance a priority. At the beginning of each school year, each teacher shall be credited with four days to be used for the teacher's personal business. A teacher in need of using a business leave day shall file the necessary form for such leave at least two days in advance, except in cases of emergency. Personal business leave is to be used to attend to matters that require the personal attention of the teacher and cannot be reasonably attended to at alternative times that do not interfere with the duties of employment. Personal business leave will not be granted the day before or the day after a vacation or holiday period, without prior written consent of the Superintendent of Schools. Consecutive business days will be granted only with prior written consent of the Superintendent of Schools. Any personal business days that are not used by the end of the school year will be converted to sick days. The use of two or more consecutive leave days must be approved by the Superintendent prior to the leave occurring.
- C. An employee who would like to combine different types of leave time (i.e. business and compensatory) consecutively must seek Superintendent approval to do so. For convenience and clarification, a summary of the process for determining use of different types of leave time is provided in Appendix C.
- D. A teacher called for jury duty or subpoenaed to give testimony before any judicial or administrative tribunal in a matter not related to employment elsewhere (except summer employment) shall be compensated for the difference between the teaching pay and the pay received for the performance of such obligations without deduction from paid leave.
- E. At the beginning of every school year, the Association shall be credited with ten days, to be used by teachers who are officers or agents of the Association, such use to be at the discretion of the Association. The Association agrees to notify the District no less than five working days in advance of taking such leave. Additional days shall be granted provided the Association pays the cost of substitutes and it does not cause disruption of the educational program of the district.
- F. Any teacher called for military physical examination shall suffer no diminution of compensation and shall not be charged with loss of a business leave day.
- G. A teacher shall suffer no diminution of business leave allowance when a business leave day is requested and school is called off on that day because of an Act of God.
- H. A teacher shall be granted up to four leave days with pay when a death occurs in his/her immediate family. This leave may be taken at the time of death and/or concurrent with the funeral or memorial service. With the approval of the Superintendent, this leave may be taken at such time as the teacher must attend to matters of estate of the deceased. Immediate family shall be interpreted as spouse, children, mother, father, brother, sister, grandchildren, father and mother-in-law, brother and sister-in-law, and grandparents. A teacher shall be allowed to use up to four consecutive personal business days to attend the funeral of any person outside the immediate family.

## **ARTICLE 18 - UNPAID LEAVE OF ABSENCE**

- A. A teacher on a leave of absence covered in this Article shall receive no pay or benefits for the workdays actually missed.
- B. A teacher on a leave of absence covered in this Article, shall notify the District in writing at least 60 days prior to the termination date of the leave of his/her intention to return from such leave. Failure to comply with this notification or to gain an extension of said leave as may be provided herein shall constitute voluntary resignation from employment. Leaves of absence shall be for the remainder of a semester or school year or full semesters or school year.
- C. A leave of absence, renewable upon application up to four years maximum, shall be granted to any tenure teacher for the purpose of serving as an officer of the State or National Association, or on its staff.
- D. A leave of absence not to exceed four years, but for not less than one year, shall be granted to any tenure teacher upon application for the purpose of campaigning for, or serving in, a public office.
- E. A military leave of absence shall be granted to any teacher who shall be inducted or shall enlist for full-time military service in any branch of the armed forces of the United States or full-time service with the Peace Corps or VISTA. Teachers who are in the reserves of any branch of the armed forces of the United States shall be granted, upon request and verification of orders, an unpaid leave of absence for the time necessary to fulfill the obligation as required by law.
- F. A leave of absence shall be granted for the purpose of childcare, to any teacher upon application, in connection with the birth of his/her child or adoption of an infant.
- G. A leave of absence of up to one year may be granted to a teacher upon receipt of evidence that his/her presence is needed to provide special care for his/her child.
- H. A teacher at or moving to Step 10 or above of the salary schedule, shall be granted a full year's leave of absence to explore an alternative career, provided the District can obtain a replacement teacher by August 1 prior to the school year of the leave, who is a suitably qualified replacement and provided further, considering all attendant costs to the granting and return from the leave, there are no additional costs incurred by the District beyond the compensation costs the District would have incurred had the teacher not been granted the leave. Such leaves may be granted for career opportunities either within or outside the field of education. A teacher may apply for a one-year extension of said leave. No more than three teachers may use this leave in the same school year.
- I. Requests for any of the above mentioned unpaid leaves must be submitted 60 days prior to the commencement of the leave, except in cases of emergency, which preclude such advance notice.

- J. Any other requests for leaves of absence must be submitted in writing to the Board of Education, with a copy to the Association. All such applications must be submitted 60 days prior to the end of the semester before the leave takes place; however, but the Board, at its discretion, may consider requests submitted after such time.
- K. The Association agrees that the District may hire substitutes for any HEA member on a leave of absence up to one year in length.
- L. A bargaining unit member qualifying for a leave of absence following the provisions of the Family Medical Leave Act (FMLA) will be given a choice of using accrued paid time off available to them, including any combination of accrued sick, personal business, and/or compensatory time. Any paid portion of said leave will continue to accrue service time as applicable to seniority and retirement benefits (Article 10B). Any unpaid portion of said leave will not accrue service time as applicable to seniority and retirement benefits. These practices are not applicable to previous school years.

#### **ARTICLE 19 - EDUCATIONAL INTERNSHIP/SABBATICAL LEAVE**

- A. Teachers who have attained tenure with the Hartland Consolidated Schools may make application for an educational internship or sabbatical leave on or before April 1 of the school year prior to the one for which the internship or sabbatical leave is to be effective. The application must contain a full explanation of the proposal and state how the school district's educational program will benefit therefrom.
- B. The District may solicit teachers interested in an internship and/or sabbatical designed to address certain needs of the school district which shall be set forth in a prospectus and publicized for applications on or before April 1 of the school year prior to the one for which the internship and/or sabbatical is to be effective.
- C. On or before May 15 following the close of applications, the Superintendent shall determine which, if any, of the options will be approved for the next school year. All applicants will be informed of the decision regarding the educational internship and/or sabbatical. The Board of Education reserves the final decision upon whether the school district will fund the educational internship or sabbatical proposal for any given school year. The Board of Education shall make its decision known by May 1 of the school year prior to the one for which the internship and/or sabbatical is to be effective.
- D. An educational intern shall perform duties as described in the proposal or prospectus approved by the District. While performing in the educational internship, the educational intern shall receive the same salary, insurance and leave benefits as if continuously employed with the school district as a classroom teacher for that school year.
- E. During a sabbatical leave, the teacher must fulfill the terms of the sabbatical proposal as approved by the District. The teacher on sabbatical leave shall receive half pay and full benefits during that period.

## **ARTICLE 20 - PROFESSIONAL IMPROVEMENT**

- A. The parties support the principle of continuing training of teachers, participation by teachers in professional organizations in the area of their specialization, leaves for work on advanced degrees or special studies and participation in community educational projects.
- B. The District agrees to provide, upon approval of the central office administrator in charge of curriculum development, the necessary funds for teachers who desire to attend select professional conferences, school observation days and Michigan Department of Education Curriculum Committee meetings. Travel, meals, lodging and registration fees shall be deemed appropriate expenses of the District, as well as the cost of the substitute teacher needed to relieve the participant. A teacher attending such conferences and meetings shall be granted sufficient leave time to attend without loss of compensation. Teachers shall submit a brief written report regarding such conferences and/or visitations.
- C. At the request of the Association, or on the District's initiative, arrangements shall be made by the central office administrator in charge of curriculum development, for after-school courses, workshops, conferences and programs designed to improve the quality of instruction. Every effort shall be made to obtain people of the highest qualification to participate in the presentation of such programs. All teachers desiring to attend shall be allowed to do so.

## **ARTICLE 21 - COMPENSATORY TIME**

- A. Compensation time accumulated can be used at the discretion of the teacher with the only restrictions being:
  - 1. The teacher must notify the district of the intention to use a compensation day at least three days in advance to allow for substitute arrangements.
  - 2. A maximum of three days may be used consecutively.
  - 3. An employee who would like to combine different types of leave time (i.e. business and compensatory) consecutively, must seek Superintendent approval to do so.
- B. Compensation time accrued and unused within a given school year shall be carried over to the next year as compensation days, or at the teacher's request, rolled into said teacher's sick days. Five hours accumulated shall "earn" the teacher one compensation day.
- C. Compensatory time will not be granted the day before or the day after a vacation or holiday period, without prior written consent of the Superintendent of Schools. This paragraph applies only to compensatory time acquired through professional/curriculum development as per [Appendix C \(Compensatory Time\)](#).
- D. When compensatory time is accrued to replace time lost for teachers with assignments split between buildings:

1. All efforts will be made to provide teachers with 55 minutes of uninterrupted conference/preparation time each day, exclusive of passing time (see [Article 4](#)), and 30 minutes of duty-free lunch time. When a teacher is given a teaching assignment in two or more buildings on the same day, said teacher shall be allowed at least 15 minutes for travel time between each building. This travel time shall not in any way diminish the 55-minute conference/preparation time, 30-minute lunchtime or extend the seven-hour working day.
2. If scheduling does not permit for the 15 minutes of travel time, then compensatory time shall accumulate on a minute-per-minute basis for each minute less than 15 minutes said teacher has to travel from one teaching assignment to another. In other words, said teacher shall accumulate one minute of compensation time for each minute of his/her conference/preparation time or lunchtime that is lost traveling between each building assignment allowing 15 minutes per trip.
3. Compensatory days shall be documented by the teacher and reported to the District's payroll department weekly on a compensatory time log (to be developed by October 15) and initialed by the teacher's supervisor. The District's payroll department shall keep record of compensatory days accumulated, used and unused. The unused compensation days shall be reported on said teacher's pay stub.

## **ARTICLE 22 - ACADEMIC RESPONSIBILITY**

- A. Both parties seek to educate young people in the democratic tradition, to foster recognition of individual freedom and social responsibility, to inspire a meaningful awareness of, and respect for the Constitution and the Bill of Rights, and to instill appreciation of the values of individual personality. It is recognized that these democratic values can best be transmitted in an atmosphere that is free from unreasonable censorship and artificial restraints upon free inquiry and learning, and in which academic freedom for teacher and student is encouraged.
- B. It shall be the responsibility of the teacher to teach to the course objectives as adopted by the District for the course of study of each subject he/she is assigned. If no course objectives have been adopted by the District, the teacher will be given an outline of course content and instructional goals by the administration.
- C. A teacher shall be acting within his/her certified area in accordance with accepted and/or adopted curriculum and courses of study.
- D. The teacher shall submit an outline and/or request to his/her building principal or immediate supervisor prior to using resources not prescribed by adopted curriculum or courses of study, when in the opinion of the teacher, the resources may be of a controversial nature.
- E. The teacher must exercise responsibility and prudence, and must realize that teaching in an elementary or a secondary school places special responsibility upon the teacher to carefully consider the maturity level of the student and the special circumstances that surround the teaching/learning relationship.

## **ARTICLE 23 - TEACHER PROTECTION**

- A. The District recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom, on the school property and during all school sponsored events. The Association pledges the support of all teachers in enforcing the published rules and regulations of the school district as they apply to students.
- B. A teacher may exclude a pupil from one 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. In such cases, the teacher shall notify the principal's office by the end of that working day. The written particulars shall be furnished to the principal's office no later than one working day following the incident.
- C. Any case of assault upon a teacher shall be promptly reported to the District. The District shall provide legal counsel to advise the teacher of his/her rights and obligations with respect to such assault. Provided the teacher is not in violation of any published District policy or any published administrative regulations, the District and its designated representatives shall render assistance to the teacher in connection with the handling of the incident by law enforcement and judicial authorities.
- D. If any teacher is complained against or sued as a result of any action taken by the teacher while in pursuit of his/her employment, the District shall provide and render all necessary assistance to the teacher in his/her defense, provided the teacher has not violated any published District policy or any published administrative regulation.
- E. Time lost by a teacher in connection with any job related incident mentioned in this Article shall not be charged against the teacher, provided the time lost is not due to the misconduct or negligence of the teacher.
- F. When the employer becomes aware of an incident or receives a complaint regarding an employee which may result in disciplinary action against the employee, the employee will be notified within a reasonable amount of time (given the circumstances at issue, e.g. the possible involvement of law enforcement) of receipt of the information or complaint that the incident or complaint is under investigation.
- G. In the event the district shall receive a request from a third party, under the Freedom of Information Act, for any records, documents, or information concerning an HEA member, the District will notify the member and president of the Association by phone and/or email as soon as feasible. If the District determines an extension of the timeline for responding to the FOIA request is available and that it would be appropriate to extend the timeline, the district will utilize the maximum available extension. Further, if the District determines the request encompasses something that is exempt from disclosure under the FOIA and is requested by the member or Association president to deny the request, the District shall withhold from disclosure what it deems to be exempt. If the District determines it is not clear that something requested under the FOIA is exempt and is nonetheless requested by the member or the Association president to deny the request, it shall not be a violation of this

Article to disclose what has been requested.

#### **ARTICLE 24 - PROFESSIONAL BEHAVIOR**

- A. Teachers shall comply with rules, regulations, and directions adopted by the District that are not inconsistent with the provisions of this Agreement.
- B. The Association recognizes that abuses of paid leave or other leaves, tardiness or absence, willful deficiencies in professional performance, or other violations of discipline by a teacher reflect adversely upon the teaching profession and create undesirable conditions in the school building. If a teacher's previous attendance record deems it to be warranted, the employer may subject all paid leaves to prior verification.

#### **ARTICLE 25 - PERSONNEL FILES**

- A. The official file of every employee is maintained in the Personnel Office. This file includes all payroll information, evaluations, credentials, certification, contact information, all materials reflecting upon the character of the teacher's performance, etc.
- B. Before any materials are placed in a member's permanent employment file, the District will review the materials with that member. Any material maintained by the District in any file that is found to be in error shall be corrected or expunged immediately.
- C. The date of inclusion shall be stamped on all materials placed on file in the Personnel Office.
- D. A teacher's personnel file remains with the Hartland School District. Credentials are maintained by the Placement Bureau of the teacher's college or university. An administrator can add to these credentials upon the teacher's request.
- E. Each teacher shall have the right, upon his/her request, to review twice each semester, those contents of his/her own personnel folder on file in the Personnel Office, which pertain to or are the result of any evaluation completed since the beginning of his/her employment in the Hartland Consolidated School District. Such review shall not include any confidential credentials from the teacher's college or university. Records for review shall be made available in the Personnel Office, and shall not be removed from said office. A representative of the Association may, at the request of the teacher, accompany the teacher in this review. The Superintendent or his/her designee must be present at such review. Removal or destruction of material contained in the file shall be grounds for immediate dismissal.

#### **ARTICLE 26 – HCS CLASSROOM EVALUATION PROCESS**

- I. The goal of the evaluation process is to assess performance of teaching staff and provide support and assistance in developing and maintaining a satisfactory level of performance. Support and assistance shall come with the cooperative efforts of the District and the Association. Initial identification of teachers in need of support and final judgment of adequacy of performance shall rest solely with administration.

## II. DEFINITION OF TERMS

EVALUATION PROCESS: An individual pre-conference, a classroom observation, a classroom evaluation, and an individual post-conference, which might include a summative evaluation including a teacher rating.

PRE-CONFERENCE: The meeting between the evaluator and the teacher before the classroom observation to discuss curriculum and classroom implementation and/or areas to be observed. The teacher may ask that a mentor and/or association representative be present at this and all other meetings related to evaluation. This may include a review of the lesson plan, the state curriculum standards being included in the lesson, and what student engagement will look like.

CLASSROOM OBSERVATION: The classroom visitation by an administrator for the purpose of gathering information for a classroom observation. Such observations will be conducted openly and with full knowledge of the teacher and may be unannounced. The teacher shall not be required to make any special preparations for the classroom observation. To assure that the administrator can develop a meaningful impression in regard to performance, classroom observations shall be no less than 25 minutes in length, unless extenuating circumstances arise necessitating a shorter time frame, not shorter than 15 minutes, and both parties agree sufficient time was given.

CLASSROOM EVALUATION: The Classroom Evaluation form shall be completed by an administrator and based on the formal classroom observation, informal observations and on criteria presented in the Classroom Evaluation form. Letters from parents critical of performance that have not been presented to the teacher may not be used to judge a performance unsatisfactory in any area.

Administration may choose to evaluate teachers only once every three years if they have received effective and/or highly effective ratings for three consecutive years beginning with the 2021/22 school year. GRASP goals must still be developed, approved, and reviewed by the administration annually and set goals for the following year. Failure to engage in this process with fidelity may result in the teacher being put back into the evaluation rotation. **Note:** If a teacher is put on a TIP during a year when not being evaluated, evaluations will immediately begin.

FOCUS AREA An area of performance by a teacher in need of support, but does not require a Teacher Improvement Plan. Written feedback will be provided.

CLASSROOM EVALUATION FORM: All classroom observations must be recorded on a Classroom Evaluation form and at least 25 minutes in length, unless extenuating circumstances arise necessitating a shorter time frame, not shorter than 15 minutes, and both parties agree sufficient time was given.

POST-CONFERENCE: The meeting between the evaluator and the teacher after the classroom observation to discuss the observation and the evaluation. This may include a review of lesson plans, the state curriculum standards being included in the lesson, and what student engagement looked like.

MENTOR TEACHERS: Teachers who have volunteered and been selected to aid non-tenured teachers.

ASSISTING TEACHERS: Teachers who have volunteered and been selected to aid tenured teachers.

TEACHER IMPROVEMENT PLAN: A plan initiated by an evaluator, devised to help a teacher who has been cited with an unsatisfactory in any area subject to evaluation.

TEACHER IMPROVEMENT TEAM: A team consisting of the evaluator, a mentor or assisting teacher, and a teacher for whom a teacher improvement plan is being devised. This team can be expanded with mutual consent.

IMMEDIATE SUPERVISOR: An administrator of the building where teacher spends the majority of the time. When a teacher is equally split between two buildings, one administrator shall be designated as the immediate supervisor. This shall not preclude participation from the other administrator in the evaluation process.

### III. PROCEDURAL NOTES

- A. Evaluations shall be the responsibility of the immediate supervisor. Principals who have a state certification shall complete evaluations. Whenever deficiencies have been noted in an evaluation and repeated in a subsequent evaluation, another administrator may conduct the evaluation whenever requested by the immediate supervisor or the teacher.
- B. The building administrator or immediate supervisor shall review a copy of the evaluation form with each teacher new to the district.
- C. Following a completed evaluation process, Classroom Evaluation forms and attachments will be distributed as follows:
  - Original to teacher
  - One (1) copy to personnel file
  - One (1) copy to evaluator
  - The administrator may request additional copies
- D. If a teacher is cited with an unsatisfactory in any aspect(s) of performance subject to classroom evaluation, subsequent evaluation reports shall provide comments upon specific deficiencies noted in the previous evaluation reports.

### IV. FREQUENCY OF EVALUATIONS

- A. All tenured teachers shall be evaluated at least **twice per year** unless the administrator sets this aside due to three consecutive effective ratings **AND** the teacher engages in the GRASP Goal process. See Classroom Evaluation for guidance.

- B. All probationary teachers shall be evaluated at least three (3) times per year. The administration will do their best to observe all probationary teachers twice prior to the end of the first semester. The second classroom evaluation shall serve as a mid-year evaluation even if done after the semester break.
- C. Classroom evaluations should be completed on or before May 1 with Summative Evaluations and Goal Reviews completed after May 1 or as soon as teachers are able to provide their summative data (evidence of effort) for determining the following years goals. Summative evaluations must be completed after all classroom evaluations are complete, if required for the year. Teachers with areas of concerns, will be evaluated by February 15<sup>th</sup> of each year in order to be given an opportunity to address those areas of concern before the end of the year. Teachers that require an evaluation due to a specific concern after that date, will still be subject to the evaluation process and/or **TIP** creation.

V. TIMELINE

- A. A pre-conference shall take place not more than ten (10) working days prior to a classroom observation. The evaluator and teacher may mutually agree upon a classroom observation date within fifteen (15) working days.
- B. The teacher shall receive a copy of the completed Classroom Evaluation form at least 48 hours prior to the post conference if any areas are marked as unsatisfactory.
- C. Within ten (10) working days of the formal Classroom Evaluation, a post conference shall be held. A copy of the completed Classroom Evaluation form will be provided to the teacher and the teacher shall sign a copy of the completed Classroom Evaluation form and return it to the evaluator. The form may be signed at the post conference or signing may be delayed if there are to be revisions to the form or attachments. If the teacher disagrees with the evaluation, the teacher may return the signed form with objections in writing. Objections in writing must be received no later than five (5) working days following the date of the post-conference.
- D. If a Classroom Evaluation form or attached comments must be revised, the evaluator must complete revisions within (5) working days of the date of the post-conference. The revised form shall be presented at and reflect the date of the new post-conference.
- E. If a teacher is cited with an unsatisfactory in any aspect(s) of performance subject to classroom evaluation, a teacher improvement plan must be devised and approved within ten (10) working days.
- F. A classroom observation may not take place less than fifteen (15) working days after the completion of a prior evaluation. The date of completion for a classroom evaluation shall be the latest date of the following: The date the final copy of a Classroom Evaluation form was signed by the teacher; the date the

final post-conference was held following a classroom observation; or the date a teacher improvement plan was completed and approved.

- G. If a tenured teacher receives two consecutive summative ratings of “needing support” they may grieve the evaluation, following the process outlined legislatively. See Grievance Language.
- H. Tenured teachers may request a review of a summative rating of "needing support" by the superintendent, and if desired, mediation. See Grievance Language.
- I. If a teacher is not evaluated and a summative is not completed, they may be designated "unevaluated" and their previous summative rating used to determine any provisions of the three consecutive year clause.

## VI. MENTOR TEACHERS AND ASSISTING TEACHERS

- A. Selection of mentor and assisting teachers
  - 1. The district shall assign a volunteer mentor teacher to all non-tenured teachers by the end of the second week of their employment.
  - 2. An assisting teacher program may be implemented by the evaluator or a tenured teacher to aid regarding classroom performance. The evaluator and the teacher may mutually agree on the assisting teacher. If mutual agreement does not exist, the following procedure will be used: The teacher shall submit a list of six (6) tenured teachers of the district who are willing to render assistance. The evaluator shall choose one of the six (6) tenured teachers to render assistance.
- B. Mentor or assisting teachers shall meet with the evaluator and the teacher to whom assistance is being provided to discuss strategies for improvement.
- C. Released time of not less than two (2) workdays shall be provided to mentor or assisting teachers to observe and/or counsel with the teacher to whom assistance is being provided at the request of the HEA.
- D. The mentor or assisting teacher shall not be required to testify against the teacher in the event subsequent actions are taken against the teacher to whom assistance is being provided.

## VII. TEACHER IMPROVEMENT PLAN

- A. A teacher improvement plan shall be implemented when the evaluator cites a teacher with an unsatisfactory in any area listed on the Classroom Evaluation Form.
- B. A teacher improvement plan shall set forth in specific terms and detail each of the following for each deficiency noted in the Classroom Evaluation form: the nature of the deficiency; suggestions for improvement; assistance that shall be provided the teacher by the district in overcoming the deficiency; a description of the level of performance which will reasonably satisfy the evaluator; and a timeline of expectations for improvement.
- C. For all non-tenured teachers and for tenured teachers for whom a mentor or assisting teacher is in place, a draft of the teacher improvement plan based on the classroom evaluation shall be written by the mentor or assisting teacher and the teacher being evaluated with as much input as is requested of the evaluator or offered by the evaluator.

1. Upon completion of the plan, the teacher improvement team shall meet to discuss the plan and its implementation. The evaluator must approve the plan before it is considered adopted. The plan shall be signed by each member of the teacher improvement team and each member shall receive a copy. If the members of the team fail to reach agreement on a plan, sole authority over the content of the plan shall rest with the evaluator.
  2. The teacher improvement team shall confer informally on a periodic basis to monitor implementation of the improvement plan.
- D. When an assisting teacher is not in place for a tenured teacher, the evaluator and the tenured teacher shall develop, in writing, the teacher improvement plan and meet to discuss the plan and its implementation. The evaluator shall confer informally with the tenure teacher on an "as needed" basis to monitor implementation of the improvement plan.

#### VIII. SUMMATIVE GOAL NARRATIVE

Each summative evaluation shall have the following narratives attached, relating to GRASP Goals and potential areas of improvement:

1. Teacher provided goal summary describing their goal evidence of effort (goals, objectives, strategies, and data assessed) for the current school year.
2. Collaborative narratives describing GRASP Goal thoughts for the following school year.
3. Evaluator narrative description of Instructional Framework for Highly Effective Teaching components to be addressed in the following school year when any focus area, unsatisfactory or overall unfavorable was given during the evaluation process. The current teacher improvement plan could be attached as well.

**Note:** If the teacher is not evaluated due to the three-year clause, they must still engage in the GRASP Goal process with administration annually and an instructional goal must be developed for the next school year between the evaluator and teacher. Teachers must be aware of the Framework for Highly Effective Teaching as it is the foundation of teacher evaluation.

## **EVALUATION TERMS**

**Classroom Evaluation:** Any classroom evaluation done throughout the school year.

**Formal Observation:** Scheduled classroom observation, which includes pre-conference and post-conference.

**Informal Observation:** Walk-throughs and other non-scheduled observations.

**Summative Evaluation:** The final evaluation of the school year that encompasses information from throughout the school year including the Classroom Evaluations and a Summative Worksheet which is completed to ascertain a final Summative Rating of Effective, Developing, or Needing Support.

**Knowledge of Subject Matter:** The teacher demonstrates without any major errors and they have a clear grasp of the content for the subject in which they teach.

**Lesson Plans:** Must be developed as agreed upon between the administrator and teacher (format). Items that may be included in lesson plans: objectives/learning targets (skills or content to be learned), material to be covered, and methods employed by the teacher, projects to be done by the students, daily time schedules, media titles to be viewed, etc.

**Learning Targets:** Statement of what the students will be able to do at the end of a lesson.

**Challenges Students and Promotes Higher Order Thinking:** The teacher provides opportunities and positive feedback for deep thinking in the classroom.

**Engages:** Students are active participants in their own learning within the lesson.

**Encourage Pupils to Express Ideas Accurately and Completely:** Students are provided time to share ideas with peers and the teacher.

**Helps to Develop Desirable Work and Study Habits:** There are clear routines and procedures in place to guide student learning.

**Makes Clear Assignments and Direction with Ample Time Allotment:** Assignments and the directions for completing them are easily understood by the student and students are provided a reasonable amount of time to finish at their learning level.

**Uses a Variety of Methods in Presenting Subject Matter:** The district provides the latest technology to be used in the classroom. Teachers are expected to be able to integrate this technology to enhance instruction.

**Evidence of Assessment, Both Formative and Summative Assessment:** Teachers demonstrate a variety of methods for gathering data to inform instruction and to support lesson design (formative) while also using summative assessment to analyze how well students mastered the material at the end of the instructional unit (summative).

**Recognition and Accommodation of Student Emotional, Social and Academic Needs:** Students are treated kindly and fairly, intervention is immediate when students are being hurt by others or hurtful to others, and alternative learning activities are provided for struggling students.

**Student Growth:** Student learning growth is measured by the actual student progress relative to goals established at the beginning of the year by a teacher and the administration and the evidence of effort put forth.

**GRASP Goal:** This is a Goal set by the teacher and approved by the administrator no later than October 15<sup>th</sup> of each school year. This goal will guide teacher efforts at establishing evidence of student growth and in most cases will have been identified during the summative evaluation or GRASP goal review process in the prior year. This section is worth 20% of the overall summative evaluation score.

G= Goal

R = Rationale for Goal

A= Accountability/Assessments to be used to support the success of a goal S = Specific Strategies that will be used to accomplish the goal

P = Plan of implementation of strategies to accomplish the goal

All student growth GRASP goals will be supported by Common Assessments, State Assessments, Standardized Assessments, district approved competency assessments or other data agreed upon by the teacher and evaluator in the GRASP Goal approval process.

**Accuracy and Punctuality in Clerical Work:** All necessary clerical work is completed on time on a regular basis.

**Responsibility Regarding Duties and Routines:** All teaching duties and administrative expectations are completed on a regular basis.

**Classroom Control and Management:** The classroom is structured and monitored to ensure that there are limited distractions that keep students from learning.

**Physical Appearance of Classroom:** The classroom environment is supportive of learning by limiting distractions. Supporting storage areas and office spaces are kept neat and clean.

**Use and Care of Equipment:** Teaching supplies are well maintained and stored appropriately.

**Enthusiasm:** The teacher regularly demonstrates a positive attitude.

**Adaptability:** The teacher is able to demonstrate flexibility in handling issues that arise while performing assigned duties.

**Judgment:** The teacher makes good decisions or asks for help when not sure about how to handle a situation.

**Appearance (Dress & Grooming):** The teacher complies with district dress code policies and takes care to be a model for student dress expectations.

**Poise and Self Confidence:** The teacher demonstrates an ability to withstand the strain of teaching.

**Self-Control:** The teacher demonstrates the ability to act in a reasonable way when confronting issues that arise while performing their assigned duties.

**Alertness:** The teacher is aware of the environment and intervenes appropriately when unusual situations or learning difficulties arise.

**Parent Relationships:** The teacher exhibits professional rapport with parents while communicating appropriately and effectively. The teacher exhibits traits of reason, respect, and responsibility within these relationships.

**Professional Relationships:** The teacher exhibits the ability to collaborate with others and to treat their peers and administrators with respect.

**Attendance:** Teachers are expected to attend scheduled meetings and events that are within the guidelines of the Master Agreement and to stay within its guidelines for paid or unpaid days of leave, unless pre-approved through the superintendent or designee.

**Professional Development:** Defined by attendance and participation in professional development as designated by the school calendar.

**Practice Formats:** These include whole group, small group, and one-on-one instruction.

**Instructional Formats:** These include modeling, examples, inquiry, and guided practice.

**Tier I Intervention:** Intervention in the classroom which is driven by formative and/or summative data through small group and one-on-one instruction.

**Tier II Intervention:** The classroom teacher collaboratively works with support staff to align additional intervention.

**Tier III Intervention:** The classroom teacher collaborates with support staff to align instruction for increased student needs guided by IEP's 504's, Behavior Plans, etc.

**I Do:** Teacher directed instruction or modeling.

**We Do:** Teacher and student practice.

**You Do Together:** Purposeful teacher or student led small group or one-on-one instruction.

**You Do On Your Own:** Independent individual student demonstration of learning.

An administrator has a continuum of options when a teacher's performance in an area is found to be in need of improvement. Unsatisfactory indicates the most serious deficiency. Next comes Satisfactory but with the designation Focus Area. For a lesser concern, an administrator could find an area Satisfactory but offer comments, orally or in writing, citing a need for improvement or professional development. Lastly, an administrator could find an area satisfactory but ask the teacher to identify professional goals for the year.

**Favorable:**

An overall favorable evaluation means that there were no deficiencies in any areas of the evaluation, which are severe enough to require a Teacher Improvement Plan (TIP).

**Unfavorable:**

An overall unfavorable evaluation means that there are deficiencies in one or more areas of the evaluation, which are severe enough to judge the teacher's performance unsatisfactory to the degree that termination may be recommended. Such a recommendation is of increased likelihood if the teacher in question has previously received an Unfavorable evaluation and, even with an improvement plan, did not make satisfactory gains.

**Focus Area:**

This designation indicates a concern on the part of the administrator over a teacher's performance in a given area but, at the moment, the performance in that area is still Satisfactory. The concept of "room for improvement" is appropriate for this designation. If improvements are not forthcoming, a Focus Area could become an Unsatisfactory in future classroom evaluations. A narrative attachment to the evaluation should cover the specifics of the concern. A Focus Area shall be indicated by marking a FA in the appropriate box on the Classroom Evaluation form.

**Satisfactory:**

This designation means that a teacher's performance in the indicated area is performed at an acceptable level.

**Unsatisfactory:**

This designation means that a teacher's performance in the indicated area is not at an acceptable level. It signifies that an area is clearly deficient and requires immediate attention. Thus, it should not be used solely to point out that there is room for improvement. An Unsatisfactory may or may not mean that a teacher's overall performance is Unfavorable at the time of the evaluation. However, a Favorable evaluation may become Unfavorable in future classroom evaluations if concerns are not addressed and rectified. A narrative attachment to the classroom evaluation should cover the specifics of the concern.

**Satisfactory with oral or written comments:**

At times an administrator may have minor concerns over a teacher's performance in an area. Perhaps it is an area that needs strengthening; perhaps more professional growth is needed; perhaps more movement in the direction of curricular goals adopted by the district is desired. In such cases, an administrator may mark an area as Satisfactory but address the issue at the post-conference meeting. An attachment to the classroom evaluation is appropriate.

**Satisfactory with a request for formulation of professional goals:**

At times an administrator may find a teacher's performance fully satisfactory but desires the teacher to identify professional goals so that growth as an educator continues. In such cases, this could be addressed at a post-conference meeting but might not result in any attachment to a classroom evaluation.

**Not Observed:** This criterion was not observed during the observation period.

**ARTICLE 27 - CONTINUITY OF OPERATIONS**

- A. Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year, and the avoidance of disputes that threaten to interfere with such operation.
- B. The Association accordingly agrees that it will not, during the period of this Agreement, directly or indirectly, engage in or assist in any strike, as defined by Section I of the Public Employment Relations Act.
- C. The parties agree that they will not, during the period of this Agreement, directly or indirectly engage in or assist in any unfair labor practice as defined by Section 10 of the Public Employment Relations Act.

- D. Should scheduled student instruction days be canceled due to inclement weather or other conditions which make it impractical to hold classes, teachers shall not be required to report, and those canceled student instruction days necessary to be rescheduled to receive state aid funding for the day will be rescheduled and worked by teachers as a student instruction day as originally constituted without additional compensation. Otherwise, on canceled student instruction days which are not required to be rescheduled to receive state aid funding, for the day, teachers will not be required to report and will not be reduced in compensation or required to work a rescheduled day in its stead.

### **ARTICLE 28 - INSURANCE PROTECTION**

- A. The governing board of the Livingston Healthcare Consortium (LHC) will determine the choice of medical plans available to employees. Should the LHC no longer operate or if the District no longer participates in the LHC, medical plans offered at the time of termination or separation will continued to be offered to employees until another agreement between the parties is reached.
- B. On July 1, 2025, the District will contribute the maximum amount allowed by law (prorated for the 6-month period) towards each employee's annual health insurance premium as dictated by each employee's elected coverage type (single, individual/spouse or individual with one non-spouse dependent, or family).
- C. Beginning January 1, 2025, and continuing annually for the duration of this contract, the District will contribute the maximum amount allowed by law towards each employee's annual health insurance premium as dictated by each employee's elected coverage type (single, individual/spouse or individual with one non-spouse dependent, or family). This amount will be adjusted annually by the change in the medical care component of the United States Consumer Price Index, as defined in PA 152, for the period ending the immediately preceding April 1. The District contribution toward an employee's health insurance premium will be prorated accordingly for mid-year hires or terminations.
- D. Any premium cost in excess of the District's contribution shall be the responsibility of each respective employee and will be collected via payroll deduction. Any District contribution amount which is in excess of any respective employee's annual premium cost shall be deposited into the employee's HEQ HSA account.
1. Employees may contribute, through payroll deduction and electronic transfer, additional money towards their HEQ HSA up to the maximum amounts allowed by federal law.
  2. The parties understand that in the event the minimum IRS Health Saving Account deductible necessary for a medical plan to comply with HSA eligibility is increased beyond the deductible level currently mandated by the employees' medical benefit provider, the deductible will automatically adjust to meet the federal minimum requirement.
- E. All insurance benefits shall continue in effect until such time as a teacher on notice of layoff actually misses his/her first day of work due to being laid off.

- F. The parties have entered into a *Memorandum of Understanding re: Financial cost of joining the Livingston County Health Care Consortium*, dated October 4, 2017 which remains in full force and effect (attached as Exhibit 1). This Memorandum governs which party may be responsible for bearing the costs of changes to the benefit levels or additional unforeseen consortium fees for “Pak B” benefits. No provision of this agreement should be construed to supersede or modify this Memorandum or any successor to it.
- G. Any additional costs associated with non-health plan insurance coverages for “Pak B” benefits that are not related to changes in benefit levels or additional unforeseen consortium fees, will be paid for, in full, by the District.
- H. Where both husband and wife are employed by the District, the District shall not be obligated to pay premiums that would result in duplication or overlapping coverage. Where applicable, one teacher shall be designated as the insured and dependent shall be at the option of the teacher involved.
- I. Proper filing of insurance applications shall be the responsibility of the individual teacher. New employees will receive insurance benefits upon qualification within 30 days of their employment. District insurance contributions will continue each month through the duration of this Agreement for all teachers who are fulfilling the terms of their contracts with the District and are not in violation with the provisions of the Master Agreement.
- J. For the duration of this Agreement, members who elect not to receive District provided health care benefits, will receive \$6,755 cash in-lieu of said benefits. Cash-in-lieu payments are considered income; therefore, employees are responsible for any increased income tax liability (The District remains responsible for the employer portion of F.I.C.A.)
- K. Cash-in-lieu payments may be reduced during the term of this Agreement pursuant to [Appendix A\(II\)\(6\)](#).
- L. A teacher having less than a full-time (1.0 FTE) assignment shall receive a pro-rated benefit provided under this article, as follows:

<u>Number of clock hours assigned</u>	<u>Pro-rated benefit</u>
1	1/7 of cash-in-lieu (CIL)
2	2/7 of cash-in-lieu (CIL)
3	3/7 of cash-in-lieu (CIL)
4	4/7 of either insurance coverage or CIL
5	5/7 of either insurance coverage or CIL
6	6/7 of either insurance coverage or CIL

\*At the high school level one clock hour equals one period.

- M. The District’s insurance benefit obligation for two teachers sharing a position shall be no more than it would be for one full-time teacher. Should the job sharing teacher(s) elect to contribute monies for up to full-time benefits, it shall be allowed within the rules and regulations of the carrier and the IRS.

- N. The District will provide teachers access to a Section 125 plan that will provide pre-tax dollars to be used for child/dependent care and medical expenses. The Association and representatives of the District shall meet annually to evaluate the services provided by the company chosen to administer the plan.

## **ARTICLE 29 - PROFESSIONAL COMPENSATION AND RETIREMENT**

- A. The basic salaries of teachers covered by this Agreement are set forth in Appendix A which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the designated periods. The salary schedule is based upon the regular school calendar as set forth in Appendix C and the normal teaching assignment as defined in this Agreement.
- B. Upon initial employment, teachers shall be placed on the salary schedule at the step agreed upon by the teacher and the Superintendent. At the discretion of the administration, new hires may be placed on a step that is above the step placement that would otherwise be commensurate with their previous years of teaching experience (if any). Teachers placed at any step above the step that is commensurate with their previous years of teaching experience is ineligible to advance along the step schedule until the year after their initial step placement and their years of teaching experience are equivalent.
- C. Two years of credit on the salary schedule shall be granted to teachers holding permanent vocational certificates or having full Vocational Authorization, provided that this shall apply only when said teacher is teaching within the area for which he/she is vocationally certified and in a program which has been authorized and receives added cost funding by the State Department of Education.
- D. Salary adjustments will be made twice yearly for advanced study. Written applications must be on file, and courses completed by September 1 or prior to the start of the second semester. Salary will be adjusted accordingly. The pay shall be retroactive to the beginning of the semester. The retroactive portion shall be paid in a lump sum within two pay periods after filing the unofficial transcript. All applications and transcripts must be on file with the Superintendent or his/her designee.
- E. Teachers who substitute or teach during their conference/planning period shall be paid 1/6<sup>th</sup> of their daily base salary as additional compensation.
- F. Teachers employed for additional days beyond the regular school year shall be paid at the daily rate of 1/185<sup>th</sup> of their base salary as additional compensation for such employment. Teachers engaging in curriculum work beyond the school day or the school year shall be compensated at a rate of \$100.00 per day or \$20.00 per hour upon approval of the curriculum office.
- G. Members employed immediately before the regular school year under the provisions of [Article 4, Paragraph N](#), shall be compensated on the basis of the salary schedule for the impending school year.
- H. At the beginning of the school year or upon employment during the school year, each teacher shall elect one of the following two options for receiving their salary:

1. 26 pays, to be paid once every two weeks in compliance with IRS Rules.
2. 21 pays, to be paid once every two weeks.

- I. Teachers shall be compensated at the mileage rate established by the District for all employees of the school district for the expense of operating their personal vehicle for school business.
- J. Teachers who are at the maximum step on any lane of Schedule A, Base Salary Schedule, except the BA lane, shall be paid an additional sum of \$10.00 times the number of sick leave days beyond 100 days accumulated by the teacher as of the end of the previous school year. This sum will be paid to teachers in a lump sum on the second pay date in December. Teachers who leave the district at the end of the school year and qualify for this pay shall be paid upon leaving.
- K. When a teacher is voluntarily placed in a part time position, or a shared time position that is pursuant to [Article 27](#), the experience that they accrue in that position shall be pro-rated for the purpose of placement on the salary schedule. For example, if a teacher at a salary step less than the maximum of their column opts for a half-time position, the following year that teacher shall be paid at a rate half way between the step they were on and the step they would have moved to had they been in a full-time position. This does not apply to teachers who are placed in a part-time position involuntarily.
- L. 403(b) Plans:

The District and the Association recognize the importance of each employee pursuing an active retirement savings program and in providing sound investment alternatives to assist them in achieving their retirement savings goal. Therefore, the District will make available a 403(b) plan to all employees at his/her own option and expense. The Plan Document, consistent with all legal requirements, will be available for review and comment by the Association.

Additionally, the Plan Document shall allow for:

1. Employer contributions, if mutually agreed upon.
2. "Catch up" contributions as defined by the IRS
3. "Hardship" withdrawals as defined by the IRS
4. The ability of an employee to request and receive a loan as appropriate under 403(b) regulations
5. Acceptance of contributions to the Plan from monies generated by liquidation of another Plan (i.e. "rollover").
6. An open enrollment period at least once each year that allows participating employees the ability to make changes in their deferral elections under the Plan.

7. Any monies taken under a salary reduction agreement shall be remitted to the appropriate approved vendor under the Plan as soon as reasonably possible, but within fifteen (15) business days following the act of reduction of salary.

Any changes to the features of the Plan as described above will be mutually agreed upon by the District and the Association. The District will maintain the Plan in compliance with all applicable Internal Revenue Code Requirements and will give timely notice to the Association of any amendments to the Plan required for that purpose.

- M. The parties agree to continue meeting on a regular basis in order to discuss or otherwise address ongoing financial concerns within the District.

### **ARTICLE 30 - GRIEVANCE PROCEDURE**

- A. A claim by a teacher or the Association that there has been a violation, misinterpretation or misapplication of any provision of this Agreement may be processed as a grievance as hereinafter provided.
- B. In the event that a teacher or agent of the Association believes there is a basis for a grievance, he/she shall first discuss the alleged grievance with his/her building principal either personally, or accompanied by his Association Representative.
- C. If, as a result of the informal discussion with the building principal a grievance still exists, he/she may invoke the formal grievance procedure on the form set forth in annexed Appendix D, signed by the grievant and a representative of the Association, which form shall be available from the Association Representative in each building. A copy of the grievance form must be delivered to the principal within 20 school days of the date of the incident giving rise to the grievance occurred or the date the facts forming the basis of the grievance became apparent and recognizable to a reasonably prudent person exercising ordinary care and diligence in pursuit of his business interests or union affairs if filed by the Association. If the grievance involved more than one school building, it may be filed with the Superintendent or a representative designated by him/her.
- D. Within three school days of receipt of the grievance, the principal shall meet with the Association's representatives in an effort to resolve the grievance. The principal shall indicate his/her disposition of the grievance in writing within three school days of such meeting, to the Association.
- E. If the Association is not satisfied with the disposition of the grievance, or if no disposition has been made within three school days of such meeting, the grievance shall be appealed within four school days by the Association to the Superintendent and the Secretary of the Board.

- F. Within four school days the Superintendent or his/her designee shall meet with the Association's Representative on the grievance and shall indicate his/her disposition of the grievance in writing within seven school days of such meeting to the Association. If no disposition has been made to the Association within seven school days of such meeting, the relief sought by the Association shall be granted.
- G. If the Association is not satisfied with the disposition of the grievance by the Superintendent or his/her designee, the Association may submit the grievance to binding arbitration before an impartial arbitrator by filing a demand for arbitration with the American Arbitration Association within 30 school days from the date of the disposition of the Superintendent or his/her designee.
- H. The arbitrator shall be selected according to the rules and procedures of the American Arbitration Association that shall likewise govern the conduct of the hearing. The District and the Association shall not be permitted to assert in such arbitration proceeding 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 the Agreement.
- I. 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 parties shall share the fees and expenses of the arbitrator equally.
- J. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, the parties shall use their best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.
- K. Notwithstanding the expiration of this Agreement, any grievance arising within its term of effectiveness may be processed through the grievance procedure until resolution.
- L. If an individual teacher has a grievance that he/she desires to discuss with a supervisor, he/she is free to do so without recourse to the grievance procedure. However, no formal grievance shall be processed without sanction of the Association, nor shall any disposition be inconsistent with the terms of this Agreement. In the administration of the grievance procedure, the interest of the teachers shall be the sole responsibility of the Association.
- M. Teachers who are necessary participants in an arbitration hearing as an Association Representative or witness in the proceedings shall be released from duty without loss of pay for the time necessary to represent or testify as the case may be, provided the hearing is held in district facilities and no more than eight teachers are afforded release time at the same time.

### **ARTICLE 31 - NEGOTIATION PROCEDURES**

- A. Representatives of the District and the Association will meet quarterly for the purpose of reviewing the administration of the contract and to resolve problems that may arise. These meetings are not intended to bypass the grievance procedure.
- B. Each party will submit to the other on or before Friday prior to the meeting, an agenda covering what they wish to discuss.
- C. All meetings between the parties will regularly be scheduled to take place as promptly as possible at times when the teachers involved are free from assigned instructional responsibilities, unless otherwise mutually agreed.
- D. Should such a meeting result in a mutually acceptable amendment of the Agreement, then the amendment shall be subject to ratification by the District and the Association.
- E. Upon request of either party, on or after April 1, preceding the termination of this Agreement, negotiations shall commence not later than 30 days after receipt of such request by the other party, for the purpose of fulfilling the mutual obligation to negotiate in good faith regarding a successor Agreement. Neither party shall be obligated to engage in such negotiations prior to such request.
- F. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals and make concessions in the course of negotiations. Both parties agree to submit the final agreement for ratification to the appropriate governing bodies on the same calendar date. After ratification by both parties, their representatives shall attach their signatures to the ratified agreement.
- G. There shall be three signed copies for purposes of record: One retained by the District, one by the Association, and one by the Superintendent.

### **ARTICLE 32 - MISCELLANEOUS PROVISIONS**

- A. This Agreement shall constitute the full and complete commitment between both parties and may be altered, changed, added to, deleted from, or modified, only through the voluntary, mutual consent of the parties in written and signed amendment to this Agreement.
- B. Any individual contract between the District and an individual teacher heretofore executed shall be subject to and consistent with the terms and conditions in this Agreement. If an individual contract contains any language inconsistent with the Agreement, this Agreement during its duration shall be controlling. Upon employment by the District, each new teacher shall be given a copy of the Master Agreement between the District and the Association. Signing of the individual contract of employment by the teacher shall constitute agreement with the proper placement on the salary schedule provided that corrections may be made at any time during the term of that contract consistent with the information supplied to the administration upon signing.

- C. This Agreement shall supersede any rules, regulations or practices of the District which shall be contrary to or inconsistent with its terms.
- D. If any provision of this Agreement or any application of this Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. Such specific provision or application shall be subject to renegotiation upon the demand of either party. Implementation of any and all State laws with respect to hours, wages or any terms or conditions of employment of Association members shall be subject to the provisions of [Article 23](#) (Professional Compensation). The intent of this provision is not to initiate an automatic re-opening of the contract but to retain the right to bargain regarding any changes in the law which effect the parties.
- E. The District shall furnish electronic copies of this Agreement entitled “Master Agreement between the Hartland Consolidated School District and the HEA/MEA/NEA” to all teachers employed by the District.
- F. The District shall provide a staff directory with names, addresses, and phone numbers (unless the staff member requests an unlisted number) for each teacher as early as possible in the fall of each year.

### **ARTICLE 33 - JOB SHARING**

- A. With the approval of the District, two teachers may at their option, agree to share a position that otherwise would be performed by a single bargaining unit member. A maximum of five full-time positions for the purpose of job sharing may be made available. During the period of sharing a position, the teachers shall retain all rights of other teachers not sharing positions unless those rights are specifically altered in this Article.
- B. All teachers electing to participate in a job sharing position shall receive salary as described in [Article 23, paragraph K](#), and insurance benefits as described in [Article 22, Paragraph L](#). The teacher participating in job sharing shall receive pro-rated business days and sick days.
- C. It shall be the responsibility of the teachers involved in a shared position to arrange for meeting their responsibilities with respect to parent/teacher conferences, attendance at teacher meetings and in-service activities with their building principal.
- D. By May 1, teachers shall notify the District of their interest in applying for a shared position or continuing a current shared position for the following school year. The District will respond no later than June 1 to all requests for shared positions. Job sharing positions shall terminate at the end of each school year, if indicated in writing by either teacher involved.
- E. Teachers sharing a position may, with the approval of their building principal, agree to substitute for one another at no pay, in which event there will be no deduction in sick leave or business leave for the absent teacher.
- F. Prior to the layoff of any association member, the District shall consider opportunities to use job sharing to reduce or eliminate the layoffs.

**ARTICLE 34 - DURATION OF AGREEMENT**

This Agreement shall be effective as of July 1, 2025 and shall continue in effect until June 30, 2028. Unless extended.

This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated or otherwise pursuant to the cancellation language above.

**HARTLAND EDUCATION ASSOCIATION,**  
**MEA/NEA**

**HARTLAND CONSOLIDATED SCHOOLS'**  
**BOARD OF EDUCATION**

By: \_\_\_\_\_  
HEA Representative

By: \_\_\_\_\_  
Board President

By: \_\_\_\_\_  
HEA Representative

By: \_\_\_\_\_  
Superintendent

**APPENDIX A**  
**SALARY**

**I. Salary Schedule (Schedule A)**

2025/26 SALARY SCHEDULE (7%)							
SCHEDULE	01	02	04	05	06	07	08
Years/Step	BA	BA+10	BA+20	BA+30/MA	MA+15	MA+30	MA+45/SPC*
1	\$47,949	\$49,546	\$51,196	\$52,901	\$55,546	\$58,323	\$61,239
2	\$50,346	\$52,023	\$53,756	\$55,546	\$58,323	\$61,239	\$64,301
3	\$52,863	\$54,624	\$56,444	\$58,323	\$61,239	\$64,301	\$67,516
4	\$55,506	\$57,355	\$59,266	\$61,239	\$64,301	\$67,516	\$70,892
5	\$58,281	\$60,223	\$62,229	\$64,301	\$67,516	\$70,892	\$74,437
6		\$63,234	\$65,340	\$67,516	\$70,892	\$74,437	\$78,159
7		\$66,396	\$68,607	\$70,892	\$74,437	\$78,159	\$82,067
8		\$69,716	\$72,037	\$74,437	\$78,159	\$82,067	\$86,170
9		\$73,202	\$75,639	\$78,159	\$82,067	\$86,170	\$90,479
10		\$76,862	\$79,421	\$82,067	\$86,170	\$90,479	\$95,003
11				\$86,170	\$90,479	\$95,003	\$99,753

2026/27 SALARY SCHEDULE (3%)							
SCHEDULE	01	02	04	05	06	07	08
Years/Step	BA	BA+10	BA+20	BA+30/MA	MA+15	MA+30	MA+45/SPC*
1	\$49,387	\$51,032	\$52,731	\$54,487	\$57,211	\$60,072	\$63,076
2	\$51,857	\$53,584	\$55,368	\$57,211	\$60,072	\$63,076	\$66,230
3	\$54,450	\$56,263	\$58,136	\$60,072	\$63,076	\$66,230	\$69,542
4	\$57,173	\$59,076	\$61,043	\$63,076	\$66,230	\$69,542	\$73,019
5	\$60,032	\$62,030	\$64,095	\$66,230	\$69,542	\$73,019	\$76,670
6		\$65,132	\$67,300	\$69,542	\$73,019	\$76,670	\$80,504
7		\$68,389	\$70,665	\$73,019	\$76,670	\$80,504	\$84,529
8		\$71,808	\$74,198	\$76,670	\$80,504	\$84,529	\$88,755
9		\$75,398	\$77,908	\$80,504	\$84,529	\$88,755	\$93,193
10		\$79,168	\$81,803	\$84,529	\$88,755	\$93,193	\$97,853
11				\$88,755	\$93,193	\$97,853	\$102,746

2027/28 SALARY SCHEDULE (2%)							
SCHEDULE	01	02	04	05	06	07	08
Years/Step	BA	BA+10	BA+20	BA+30/MA	MA+15	MA+30	MA+45/SPC*
1	\$50,375	\$52,053	\$53,786	\$55,577	\$58,356	\$61,274	\$64,338
2	\$52,894	\$54,656	\$56,475	\$58,356	\$61,274	\$64,338	\$67,555
3	\$55,539	\$57,389	\$59,299	\$61,274	\$64,338	\$67,555	\$70,933
4	\$58,316	\$60,258	\$62,264	\$64,338	\$67,555	\$70,933	\$74,480
5	\$61,232	\$63,271	\$65,377	\$67,555	\$70,933	\$74,480	\$78,204
6		\$66,435	\$68,646	\$70,933	\$74,480	\$78,204	\$82,114
7		\$69,757	\$72,078	\$74,480	\$78,204	\$82,114	\$86,220
8		\$73,245	\$75,682	\$78,204	\$82,114	\$86,220	\$90,531
9		\$76,907	\$79,466	\$82,114	\$86,220	\$90,531	\$95,058
10		\$80,752	\$83,439	\$86,220	\$90,531	\$95,058	\$99,811
11				\$90,531	\$95,058	\$99,811	\$104,802

*In addition to the salary schedule, teachers earn annual longevity payments of up to \$5,000 based on years of service with the district — starting at \$1,000 after 11 years. See II in Appendix A “Longevity”.*

- The 2024/25 salary schedule shall be increased by 7% in 2025/26
- The 2025/26 salary schedule shall be increased by 3% in 2026/27

- The 2027/28 salary schedule will be determined as follows:
  - The 2026/27 shall be increased by 2%
    - or 3% if Fund Balance is projected to be greater than 20% during 2027/28 budgeting process
  - Both parties may agree to a wage reopener during semester 2 of 2026/27 to explore a possible increase to the guaranteed increase; these conversations may include a possible contract extension

The construction of the salary schedule (which will be kept intact as steps, lane changes, and potential on-schedule raises are applied) is as follows:

1. Any on-schedule raise will be calculated by applying the previous year's BA step one and then rounding to the nearest penny. The following calculations will then be applied to develop the rest of the salary schedule, and rounded to the nearest dollar.
2. There is a 5% increase between each experience step.
3. There is a 3.33% increase between the first three lane changes: BA to BA 10, BA 10 to BA 20, and BA 20 to BA 30 / MA. There is a 5% increase between each of the following lanes: MA to MA 15, MA 15 to MA 30, and MA 30 to MA 45 / SP.

## **II. Longevity**

For the duration of this contract:

In accordance with the agreement extending the 2018-21 Master Agreement between the HEA and the District through June 30, 2028, longevity is provided as follows:

- 11 – 14 years of service: \$1,000
- 15 – 19 years of service: \$2,000
- 20 – 24 years of service: \$4,000
- 25+ years of service: \$5,000

Longevity is paid as a lump sum on the first pay date in February. If a teacher is on an unpaid leave of absence (other than a year-long leave of absence) as of this date, then payment will be made either (1) in the first paycheck upon returning to paid status or (2) in the first paycheck in June, whichever occurs first. The amount is based on years of service as of the previous June 30. To clarify, longevity is not considered earned in one year and paid the next; rather, it is deemed current year compensation, the amount of which is based on the schedule above.

Years of service will be based on most recent date of hire within the bargaining unit. The teacher must be hired by December 31 to count the year as a year of service. Year-long unpaid leaves do not count towards years of service.

Longevity may be prorated for the following reasons:

- Teachers terminating employment mid-year shall receive a prorated longevity payment in their final paycheck.
- Teachers with less than a 1.0 FTE schedule will receive prorated longevity in accordance with their scheduled FTE.

- Teachers with unpaid leave of more than 50% of their regularly scheduled work days will have their longevity payment prorated based on the number of paid work days.

### III. Schedule A Percentage Increase Formula

\*This formula is currently inactive due to the extension agreement between both parties through June 30, 2028

#### Schedule A Percentage Increase Formula

<i>Foundation Allowance (FA) Increase Range</i>	<i>Base Percentage Increase</i>	<i>Additional Salary Schedule Percentage per New Student Intent</i>	<i>Formula</i>
Less than 0%	0%	No additional percentage	N/A
0% or above	60% of FA	Per student increment will be 0.002	0.002 per new student

Per pupil funding, for the purposes of this agreement is defined as the per pupil foundation allowance, whether that money is allocated through the present current legislative method, including other unrestricted funds that are or can be calculated on a per-pupil basis or through any other monies that represent the foundation allowance grant.

1. **Base Schedule A Percentage Increase.** For other than negative foundation allowance changes, the base Schedule A percentage increase shall be 60% of the percentage increase in foundation allowance. For negative foundation allowance changes the base Schedule A percentage increase shall be zero.
2. **Additional Schedule A Percentage Increase.** For foundation allowance increases 0% and above, the additional Schedule A percentage increase shall be determined by multiplying the number of new students by 0.002. The number of new students will be determined based on the difference between the current year fall student count and the prior year fall student count.
3. **Total Schedule A Percentage Increase.** The base Schedule A percentage increase and the additional Schedule A percentage increase represent the total Schedule A percentage increase.
4. Prior to February 1 of the current school year, if it is projected that the District's General Fund fund balance will fall below 5% of expenditures (not including Athletic Fund), a wage concession will be required. The amount of the concession will be that amount required to maintain the projected General Fund fund balance at 5%.
5. The salary schedule shall not be reduced. When possible, the give back amount shall be deducted from the employee's salary through a qualified pre-tax option.
6. Any concessions must be recoverable in the current fiscal year.

### IV. Lane Reduction

For teachers hired after June 30, 1997, the MA+45/Spec lane of the salary schedule will not be available. This shall not limit the availability of this lane for those on the teachers' seniority list before June 30, 1997. It is understood that this topic shall be a subject of bargaining in the future.

#### **V. Retirement Bonus**

Retiring teachers eligible to retire under the State Retirement System shall receive a retirement allowance equal to the number of years of service to the Hartland Consolidated School District multiplied by \$86.65.

## **APPENDIX A1 - SALARY INFORMATION**

- A. To qualify for the BA lane of the schedule, the teacher must hold a baccalaureate degree from a college or university approved by the Michigan Department of Education for teacher preparation, and hold a valid Michigan teaching Certificate. Teachers holding degrees from other colleges or universities may qualify by having their credits accepted by an approved school.
- B. To qualify for the BA+10, 20, or 30 lane of the schedule, the teacher must meet the qualifications for the BA lane, and submit evidence of successful completion of indicated hours of graduate credit beyond the baccalaureate degree.
- C. To qualify for the MA lane of the schedule, the teacher must hold a Master's degree in school administration, guidance and counseling, or a subject field recognized by the State of Michigan for certification. The degree must be from a college or university that meets the same requirements as outlined by the BA lane.

To qualify for the MA+15, 30, or 45/Specialist lane, a teacher must meet the requirements of the MA lane, hold a valid Michigan teaching certificate and present evidence of the successful completion of the indicated hours of credit contemporaneously or after the requirements for the MA degree are completed.

- D. An unofficial transcript must be on file at the Central Office as evidence of successful completion of graduate hours. An official transcript that verifies the credit must be on file as soon as possible thereafter.
- E. The Superintendent, prior to enrollment in the course, may approve college or university credit for other than graduate courses. A committee of Association members and administration may review the course and make a recommendation to the Superintendent.

## **APPENDIX B**

### Extra Duty Assignments

#### GENERAL PROVISIONS

**A. Purpose.** This Appendix exists to recognize and compensate employees for duties that require substantial time, responsibility, or expertise beyond the normal contractual workday and work year. These positions enhance student learning, engagement, and connection to the school community or support district operations.

This Appendix is organized into three (3) Parts:

1. **Part 1 — Athletic Coaching.** Positions involving the coaching of interscholastic athletic programs.
2. **Part 2 — Co-Curricular and Extracurricular Activities.** Positions involving the sponsorship, direction, or coordination of student organizations, performances, competitions, or programs outside of athletics.
3. **Part 3 — Operational and Leadership Positions.** Positions involving coordination, leadership, or operational duties that serve district or building functions and may not involve direct student activity supervision in the manner of Parts 1 or 2.

Each Part contains provisions specific to its category, including definitions, compensation methodology, position lifecycle, and evaluation procedures. Where a provision in a Part conflicts with a General Provision in this section, the Part-specific provision shall control.

**B. Job Descriptions.** Each Schedule B position shall have a written job description that specifies the expected duration, frequency, and core duties of the assignment. Job descriptions shall be maintained by the applicable review body identified in the relevant Part of this Appendix.

Employees who accept assignments under this Appendix agree to fulfill the duties as described in the position's job description. Significant changes in expectation or workload shall be reviewed for reclassification by the applicable review body, upon request from either party.

**C. Funding.** Positions listed in this Appendix shall be funded unless there is insufficient student interest, program need, or a documented financial hardship. The District shall notify the Association in writing when any position is suspended or unfunded.

The designation of a position in this Appendix does not require that, if implemented, it will be filled by a bargaining unit member for pay. The District shall retain the right to fill the position with anyone it deems qualified, either for pay or on a volunteer basis. Positions in this Appendix are intended to be filled by employees of Hartland Consolidated Schools. Qualified bargaining unit members shall be given preference in accordance with Section E of these General Provisions.

No Schedule B position may be unfunded, reassigned, or eliminated without written notice to the Association and documentation of the rationale (e.g., insufficient participation, lack of program need, or financial hardship). The specific criteria and procedures for adding, suspending, or removing positions are set forth in the applicable Part of this Appendix.

**D. Vacancies.** For purposes of this Appendix, a vacancy shall be defined as an existing position that is unfilled or a newly established position. A position shall be considered vacant

at the end of the school year upon the retirement or departure of the employee holding it or the end of the position's term, as specified in each corresponding Part.

Vacancies shall be posted and communicated to the pertinent bargaining unit members (e.g. HS student council to HS members) so that interested members may apply. Bargaining unit members who wish to be considered for a posted vacancy shall submit a written notice of interest to the Superintendent/designee or the designated administrator within the posting period.

**E. Criteria for Appointment.** When filling vacancies, qualified teachers within the bargaining unit shall be given preference over non-bargaining unit members if their experience, competency, and qualifications are equal. When two (2) or more bargaining unit members seek the same position, the following criteria shall be used to determine the best fit for the program:

1. Alignment with the program's stated goals and student-centered objectives.
2. Certification and relevant endorsements held by the applicant.
3. Pertinent experience and specialized training related to the vacancy.
4. Past success and recency of experience in the role or similar positions.
5. Demonstrated ability to fulfill the specific duties and scheduling demands of the position.

Additional appointment criteria specific to a category of positions may be established in the applicable Part of this Appendix.

**F. Terms of Appointment.** The term of appointment for each Schedule B position shall be as specified in the applicable Part of this Appendix. At the conclusion of the applicable term, the position may be renewed or posted in accordance with the procedures established in the applicable Part.

If a position is left vacant during a term, the term continues as established and is not restarted for the new appointee.

**G. Separation from Teaching Assignment.** Appointment to a Schedule B position is separate from the employee's regular teaching assignment and does not create an expectation of continued appointment.

The District may remove an individual from, or decline to reappoint an individual to, a Schedule B position for reasons including, but not limited to, performance concerns, failure to fulfill job responsibilities, program needs, insufficient participation, or funding considerations.

Removal from a Schedule B assignment shall not constitute discipline, shall not affect the employee's regular employment status or salary, and shall not be subject to the arbitrary and capricious or discharge provisions of this Agreement.

The District shall provide written notice to the employee and the Association when a Schedule B assignment is ended before its normal conclusion.

## **H. Evaluation.**

1. **Intent:** Evaluation of Schedule B positions shall be focused on the fulfillment of the duties described in the position's job description. Evaluations are separate from and independent of the employee's regular teaching evaluation under Article 26 of this Agreement. A Schedule B evaluation shall not be placed in the employee's personnel file, shall not be referenced in the employee's regular teaching evaluation, and shall not be used as a factor in decisions regarding the employee's regular teaching assignment, placement, or employment status. An unfavorable Schedule B evaluation shall have no bearing on the employee's standing as a classroom teacher.

2. **Evaluator and Instrument:** The designated evaluator and evaluation instrument for each category of positions shall be as specified in the applicable Part of this Appendix.

3. **Timeline:** The designated evaluator shall complete the evaluation within thirty (30) calendar days of the conclusion of the position's duties, activity, or season. If no evaluation is completed and filed within this period, the employee's performance shall be deemed "Satisfactory" by default.

4. **Conference:** No formal pre- or post-conference is required unless the evaluator determines the performance to be in need of improvement or unsatisfactory. In such cases, the employee shall be entitled to Association representation upon request.

**I. Compensation.** Schedule B compensation shall be determined using objective, documented criteria as specified in the applicable Part of this Appendix. The methodology, criteria, and rates for each category of positions are contained within their respective Part.

Upon request from either party, or from a sponsor or coach holding a position in this Appendix, when the workload of a position changes significantly, the applicable review body shall review the changes and determine a recommendation for adjustment.

Schedule B compensation shall be paid in addition to the employee's base salary under Appendix A. Compensation for Schedule B positions shall be stated as a percentage of the base salary (BA, Step 1 of the current salary schedule) unless otherwise specified in the applicable Part.

Percentages are based upon the number of years of experience in that position, and are applied to the base level of the BA lane (first year through five years on the BA lane, succeeding years on the BA+10 lane).

Upon request of the employee, payment shall be made in a manner that will minimize the deduction for income tax purposes, provided it is within the capabilities of the data processing system and is legally permissible.

## PART 1 — ATHLETIC COACHING

**A. Definition.** For purposes of this Part, an "athletic coaching position" means a coaching assignment for a sport sanctioned by the Michigan High School Athletic Association (MHSAA). The following positions, while not coaching MHSAA-sanctioned sports, shall be governed by this Part due to their operational alignment with the athletic program: sideline cheer, pompon, and Project Unified.

**B. Athletic Review Committee.** A joint Athletic Review Committee shall be composed of the Athletic Director, the High School Principal or designee, the Superintendent's designee, and three (3) members of the Association. The Committee shall convene upon written request from either party, or from an athletic coach holding a position in this Part, to address specific matters, including but not limited to:

1. Proposed changes to coaching positions, staffing levels, or compensation;
2. Requests for new coaching positions, additional staffing, or discontinuation of positions based on participation data, safety considerations, or program need;
3. Review of job descriptions when duties have materially changed; and
4. Realignments necessary to maintain equity and consistency across the athletic program.

The requesting party shall provide all necessary documentation, data, and rationale to support the proposed change. All recommendations of the Committee shall be reviewed by the Superintendent and the District's Chief Financial Officer. The District retains final authority to determine which positions and compensation levels will be funded, subject to the limitations set forth in the General Provisions.

### C. Compensation.

1. **Tier Assignment.** Each sport shall be assigned to one of five (5) compensation tiers based on an objective assessment of workload and program demands, including factors such as annual time commitment, complexity of the position, and roster size. Like-district comparisons to similar positions may also be used. The criteria and methodology used for tier assignments shall be established by mutual agreement of the District and the Association and shall not be altered without mutual agreement of both parties. A summary of tier placements and the rationale for each sport's assignment shall be available to the association upon request.
2. **Varsity Tier and Rate Assignments.** Compensation shall be expressed as a percentage of BA, Step 1 of the current salary schedule (Appendix A). The varsity rates and tier placements are as follows:

Tier	Rate	Sports
Tier 1	11%	<i>Football, Hockey, Wrestling, Baseball, Softball, Basketball</i>
Tier 2	9%	<i>Volleyball, Soccer, Swim &amp; Dive, Competitive Cheer, Track &amp; Field, Lacrosse</i>
Tier 3	7%	<i>Pom (Competitive), Cross Country</i>
Tier 4	6.5%	<i>Skiing, Tennis, Golf, Sideline Cheer, Sideline/Fall Pom</i>
Tier 5	5%	<i>Project Unified</i>

3. **High School Level Multipliers.** Compensation for sub-varsity and assistant positions shall be determined by applying the following multipliers to the sport's varsity tier rate:
  - a. Junior Varsity (JV) Head Coach = 75%
  - b. Freshmen Head Coach = 75%
  - c. Assistants = 70%
4. **Middle School Tier and Rate Assignments.** Middle school athletic programs operate under a competitive structure established by the district rather than the MHSAA, with shorter seasons, no off-season coaching obligations, and reduced scheduling and travel demands. Middle school coaching compensation shall be determined using criteria consistent with the high school methodology, applied proportionally to the level of commitment required at the middle school level. The middle school compensation tiers are as follows:

Tier	Rate	Sport(s)
1	4%	<i>Track</i>
2	3.5%	<i>Cross country (boys &amp; girls), Basketball (boys &amp; girls)</i>
3	2.5%	<i>Volleyball, Cheer, Wrestling</i>
4	2%	<i>Pom</i>

5. **Experience Credit.** Incoming coaches may be granted up to five (5) years of coaching experience credit in that sport by the Athletic Director. Additional years of experience credit may be granted by the Superintendent or designee. When a coach in one sport is hired to coach another sport for the first time, up to five (5) years of coaching experience credit may be granted by the Athletic Director.
6. **Payment.** Coaching compensation shall be paid in a lump sum at the conclusion of the respective season, after inventory has been completed and equipment stored. Authorization for payment shall be submitted to payroll no later than two (2) weeks after all required reports have been filed with the Athletic Director.
7. **Summer Programs.** Approved summer programs shall be compensated at a rate of \$150 established by the athletic director and shall be paid at the conclusion of the program. The description for each approved summer program shall be provided to the coach and included in the coach's job description if the summer program is mandatory.

**D. Job Descriptions.** It shall be the responsibility of the Athletic Director to provide a complete job description for each coaching position and to the Association, upon request, no later than two (2) weeks prior to the opening of that sport's season. The job description shall include a list of the rules and regulations for the Hartland Athletic Department, expected duties and responsibilities, and a complete schedule for availability of practice facilities and athletic contests.

The athletic director will describe and set forth the duties of all other athletic-related positions. Positions not captured in the compensation table in section H below will have their hourly rates determined by the athletic director within the athletic department budget. The rates will be reviewed and adjusted periodically with the approval of the superintendent.

**E. New, Reclassified, or Removed Positions.**

1. **New Positions.** When the District adds, or the MHSAA sanctions a new sport, or when participation data supports the addition of a new competitive level (e.g., adding a JV

team) or coaching position within an existing sport, the following staffing guidelines will be used:

- a. **New Sports:** When the District adds or the MHSAA sanctions a new sport, a proposal shall be submitted to the Athletic Review Committee. The Committee shall evaluate the proposal, determine the appropriate tier placement using the established compensation methodology, and recommend staffing and compensation before approval.
- b. **New Competitive Levels:** When sustained participation in a sport supports the creation of a new competitive level (e.g., adding a freshmen team to a program that currently fields only varsity and junior varsity), the Athletic Director shall evaluate the need based on the following criteria:
  - i. Participation has exceeded the capacity of existing levels, as measured by official MHSAA roster counts.
  - ii. The number of athletes unable to receive meaningful playing time or competitive opportunity at the existing levels warrants a separate team.
  - iii. Sufficient facility availability and scheduling capacity exist to support an additional level; and
  - iv. The sport's competitive structure (league, conference, or MHSAA) supports competition at the proposed level.

When criteria (i) and (ii) are met, the athletic director shall make a recommendation to the District. The coaching position for the new level shall be compensated at the applicable level multiplier specified in Section C of this Part.

Either party may refer a dispute regarding the creation or suspension of a competitive level to the Athletic Review Committee for review.

A competitive level that has been added under this section may be suspended when participation falls below the level necessary to field a competitive roster.

2. **Removal or Suspension.** A coaching position may be suspended or removed when:
  - a. The MHSAA discontinues sanctioning of the sport.
  - b. Participation falls below the minimum roster size required by the MHSAA or, for non-MHSAA positions governed by this Part, below a level that supports safe and meaningful competition as determined by the Athletic Review Committee;
  - c. The District documents a financial hardship pursuant to the General Provisions;  
or
  - d. The position has been unfilled for two (2) or more consecutive seasons despite posting.

The District shall provide written notice to the Association and documentation of the rationale before any position is suspended or removed.

3. **Reclassification.** When the workload or characteristics of an existing coaching position change materially, including but not limited to significant changes in season length, participation levels, competitive structure, or off-season obligations, either party or coach holding the position may request a review of the position's tier assignment through the Athletic Review Committee. The criteria and methodology used for any reclassification shall be consistent with those established under Section C

of this Part. Changes in tier assignment shall be prospective and shall take effect at the start of the next school year following the review.

**F. Terms of Appointment.** Coaching positions under this Part are annual appointments. Renewal of coaching assignments shall be at the discretion of the Athletic Director, subject to the evaluation provisions of this Part and the separation provisions of the General Provisions. The Athletic Director shall notify the coach and the Association if a coaching assignment will not be renewed for the following school year.

**G. Evaluation.**

1. The Athletic Director, or designee, shall serve as the designated evaluator for all positions governed by this Part.
2. The Athletic Director shall use the athletic department's evaluation form to evaluate coaching performance. The evaluation shall focus on fulfillment of the duties and responsibilities described in the coach's job description.
3. The timeline and default-satisfactory provisions of the General Provisions (Section H) apply.

**H. Athletic Compensation Table.**

<b>Fall Sport</b>	<b>Varsity</b>	<b>Junior Varsity</b>	<b>Freshmen</b>	<b>Assistant</b>	<b>Middle School</b>
Cross Country (Boys)	7%	-	-	-	3.5%
Cross Country (Girls)	7%	-	-	-	3.5%
Sideline Cheer	6.5%	5%	5%	-	-
Pom (Fall)	6.5%	5%	-	-	-
Football	11%	8.25%	8.25%	7.75% (5)	-
Golf (Girls)	6.5%	5%	-	-	-
Soccer (Boys)	9%	6.75%	6.75%	-	-
Swim (Girls)	9%	-	-	6.25%	-
Dive (Girls)	6.25%	-	-	-	-
Tennis (Boys)	6.5%	5%	-	-	-
Volleyball	9%	6.75%	6.75%	-	2.5% (2)
Field Hockey	7%	5.25%			
Project Unified ( <i>All Year</i> )	5%				

<b>Winter Sport</b>	<b>Varsity</b>	<b>Junior Varsity</b>	<b>Freshmen</b>	<b>Assistant</b>	<b>Middle School</b>
Basketball (Boys)	11%	8.25%	8.25%	-	3.5% (2)
Basketball (Girls)	11%	8.25%	8.25%	-	3.5% (2)
Competitive Cheer	9%	6.75%	6.75%	-	2.5% (2)
Pom (Winter)	7%	5.25%	-	-	2% (2)
Hockey	11%	8.25%	-	-	-
Wrestling	11%	8.25%	-	7.75%	2.5%
Gymnastics	9%	-	-	-	-
Skiing	6.5%	-	-	-	-
Swim (Boys)	9%	-	-	6.25%	-
Dive (Boys)	6.25%	-	-	-	-

<b>Spring Sport</b>	<b>Varsity</b>	<b>Junior Varsity</b>	<b>Freshmen</b>	<b>Assistant</b>	<b>Middle School</b>
Baseball	11%	8.25%	8.25%	-	-
Golf (Boys)	6.5%	5%	-	-	-
Soccer (Girls)	9%	6.75%	6.75%	-	-
Softball	11%	8.25%	-	-	-
Tennis (Girls)	6.5%	5%	-	-	-
Track (Boys)	9%	-	-	6.25%	-
Track (Girls)	9%	-	-	6.25%	-
Track, Middle School (Co-Ed)	-	-	-	-	4% (3)
Lacrosse (Boys)	9%	6.75%	-	-	-
Lacrosse (Girls)	9%	6.75%	-	-	-
Volleyball (Boys)	9%	6.75%	6.75%	-	-

## **PART 2 — CO-CURRICULAR AND EXTRACURRICULAR ACTIVITIES**

**A. Definition.** For purposes of this Part, a "co-curricular or extracurricular position" means a district-approved activity that:

1. Involves direct supervision, instruction, or leadership of students;
2. Occurs primarily outside the contractual workday, or requires substantial time beyond the contractual workday, even if some duties may occur during the school day;
3. Occurs over a sustained period (season, semester, or school year), or is centered on recurring events that require sustained preparation and coordination;
4. Has a defined set of duties and expectations documented in an approved job description; and
5. Serves a minimum of ten (10) regularly participating students, unless otherwise approved by the Schedule B Review Committee based on the nature and educational value of the program.

**B. Schedule B Review Committee.** A joint Schedule B Review Committee shall be composed of the Superintendent's designee, three (3) members of the Association, and, depending on the position under review, the pertinent building-level principal or principals. The Committee shall convene upon written request from either party, or from a sponsor or advisor holding a position in this Part, to address specific matters including but not limited to:

1. Proposed changes to co-curricular or extracurricular positions or their compensation;
2. Requests for new programs or discontinuation of existing programs based on student interest, participation data, or funding;
3. Review of job descriptions when duties have materially changed;
4. Evaluation of proposals for new positions against the tier criteria established in Section D of this Part;
5. Review of existing tier placements upon request from a position holder or either party; and
6. Realignments necessary to maintain equity and consistency.

The requesting party shall provide all necessary documentation, data, and rationale to support the proposed change. All recommendations of the Committee shall be reviewed by the Superintendent and the District's Chief Financial Officer. The District retains final authority to determine which positions and compensation levels will be funded, subject to the limitations set forth in the General Provisions.

### **C. Compensation.**

1. **Methodology.** Compensation for positions under this Part shall be determined by placement into one of five (5) tiers based on the objective characteristics of the position as documented in its approved job description. Compensation shall be expressed as a percentage of BA, Step 1 of the current salary schedule (Appendix A).
2. **Experience Credit.** Percentages are based on the number of years sponsoring or directing the designated activity in the Hartland Consolidated Schools, applied to the base level of the BA lane (first year through five years on the BA lane; succeeding years on the BA+10 lane).
3. **Payment.** Compensation shall be paid in addition to the employee's contracted salary at the conclusion of the Schedule B season/event, or at the end of the year if the position is a year-long position.

4. **Shared Positions.** All co-curricular stipends are paid per position unless specifically noted in the compensation table. If more than one staff member agrees to share a position, the stipend shall be divided accordingly.
5. **Per-Event Compensation.** Positions compensated on a per-event basis must take place outside of the usual workday in order to qualify for payment. The number and type of compensable events shall be defined in the position's job description.
6. **Total Annual Compensation.** When a position is compensated on a per-season basis, the rate and tier are evaluated using the total program cost. The Review Committee shall consider the total annual compensation (per-season rate multiplied by the number of seasons) to ensure the annualized amount is proportionate to the position's scope and does not exceed comparable year-round positions. Similarly, when a position authorizes more than one (1) compensated staff member, the total program cost (per-position rate multiplied by the number of authorized positions) shall be considered alongside individual compensation.

**D. Tier Criteria.** Tier placement shall be based on the following criteria. The primary distinguishing factor across all tiers is the extent and regularity of time required beyond the contractual workday.

#### Tier 1

Positions in this tier require an intensive, sustained commitment well beyond the contractual workday, typically involving daily or near-daily obligations outside school hours. A Tier 1 position must meet a preponderance of the following criteria:

- a. The position requires five (5) or more sessions per week outside the contractual day, with individual sessions typically lasting two (2) or more hours.
- b. The position involves direct leadership of a large-scale program serving fifty (50) or more regularly participating students.
- c. The position may require management of a substantial budget, fundraising operation, or equipment inventory
- d. The position involves coordination of regular travel outside the district, including competition logistics, overnight supervision, or multi-day events.
- e. The position produces high-visibility events or performances representing the district to the broader community.

#### Tier 2

Positions in this tier require a regular commitment outside the contractual workday and involve leadership of competitive, performance-based, or high-stakes event-driven programs. A Tier 2 position must meet a majority of the following criteria:

- a. The position requires multiple weekly obligations outside the contractual day (two to four sessions per week), with sessions typically lasting one to two hours.
- b. The position involves leadership of a competitive or performance program, or coordination of significant institutional events (e.g., Prom, Commencement, or district-level productions).
- c. The position requires coordination of travel to events, competitions, or conferences outside the district.
- d. The position involves ten (10) or more scheduled events, performances, or competitions per year.

- e. The position requires management of a moderate program budget or the collection and processing of student fees or fundraising revenue.

### Tier 3

Positions in this tier require periodic commitment outside the contractual workday and involve leadership of student organizations or coordination of a moderate event calendar. A Tier 3 position must meet a majority of the following criteria:

- a. The position requires weekly or bi-weekly obligations outside the contractual day, with sessions typically lasting thirty (30) to ninety (90) minutes.
- b. The position involves leadership of a student organization or coordination of a seasonal competitive or performance program.
- c. The position involves four (4) to ten (10) events, competitions, or performances per year.
- d. The position may involve limited travel outside the district.
- e. Outside-of-school time is regular but not intensive; the position's demands are periodic rather than daily.

### Tier 4

Positions in this tier involve a limited commitment outside the contractual workday, with meetings and activities occurring primarily during school hours. A Tier 4 position must meet a majority of the following criteria:

- a. Position duty requirements are able to occur primarily during the contractual workday or occasionally after school.
- b. The position involves sponsorship of a student club, coordination of a specific project, or oversight of a defined student program.
- c. The position involves four (4) to six (6) events or activities per year.
- d. Travel outside the district is rare or nonexistent.
- e. Budget and financial responsibilities are modest.

### Tier 5

Positions in this tier involve short-term, event-specific, or narrowly scoped duties. Compensation may be structured as a flat seasonal rate or on a per-event basis. A Tier 5 position meets one or more of the following characteristics:

- a. The position's active season spans fewer than twelve (12) weeks, or the position is centered on one (1) to three (3) discrete events.
- b. Outside-of-school commitments are sporadic and narrowly focused.
- c. Activities occur primarily or entirely during the contractual workday.
- d. The position involves coordination or supervision duties that, while valuable, do not require sustained out-of-school time.
- e. Logistical, financial, and travel responsibilities are minimal.

*Positions compensated on a per-event basis must take place outside of the usual workday in order to qualify for payment. The number and type of compensable events shall be defined in the position's job description.*

Distinguishing Factors. When evaluating a position for tier placement, the Review Committee shall consider the following factors in priority order:

1. Time commitment outside the contractual workday (primary factor).
2. Duration and frequency of obligations (year-round vs. seasonal; weekly vs. monthly).
3. Number and complexity of events, competitions, or performances.
4. Scale of student participation.
5. Financial and budgetary responsibility.
6. Travel and logistical complexity.

#### **E. New, Reclassified, or Removed Positions.**

1. **New Positions.** Proposals for new positions shall be submitted to the Schedule B Review Committee using the district's form no later than April 1 for the following school year, outlining:
  - a. Purpose and rationale;
  - b. Anticipated student participation;
  - c. Estimated hours and duration; and
  - d. Minimum expected duties.

The Committee shall evaluate each proposal against the tier criteria established in Section D, determine whether to fund the position, and recommend tier placement and compensation before approval.

2. **Position Lifecycle.** New positions shall follow this pipeline:
  - a. **Voluntary Status (Year 1).** A new activity may operate for one (1) school year on a voluntary, unfunded basis to demonstrate student interest and viability. During this period, the sponsor shall document participation, hours, and duties to support a future funding request.
  - b. **Provisional Status (Years 2-3).** Upon demonstration of sustained student interest and submission of a complete job description, the Review Committee may recommend provisional funding. Provisional positions are funded on a year-to-year basis and are subject to annual review. At the conclusion of the provisional period, the Committee shall evaluate the position for permanent status.
  - c. **Permanent Status.** A position that has completed the provisional period with sustained participation and documented fulfillment of its job description shall be recommended for permanent inclusion in this Part. Permanent positions are subject to the standard term and review cycle.
3. **Removal or Suspension.** A position may be suspended or removed when:
  - a. Student participation falls below the minimum threshold for two (2) consecutive years;
  - b. The position has been unfilled for two (2) or more consecutive years despite posting;
  - c. The District documents a financial hardship pursuant to the General Provisions;  
or
  - d. The Review Committee determines, based on documented evidence, that the position no longer meets the criteria for its assigned tier and cannot be reasonably reclassified. The District shall provide written notice to the Association and documentation of the rationale before any position is suspended or removed. A position that is suspended rather than removed shall

retain its tier placement and may be reactivated without repeating the position lifecycle when the basis for suspension no longer exists.

**F. Terms of Appointment.** All positions in this Part are annual appointments and may be renewed at the discretion of the administration. To promote equitable access and professional growth opportunities, the administration is encouraged to post positions internally at least once every four (4) years, regardless of whether the incumbent intends to continue. The incumbent is eligible to reapply. This provision does not create a right to continued appointment, nor does it obligate the administration to remove or replace the incumbent.

**G. Evaluation.**

1. The Building Principal (or designee) shall serve as the designated evaluator for all positions governed by this Part.
2. The evaluation shall consist of a Verification of Service using the position's job description and evidence of whether the duties described therein were completed. No formal pre- or post-conference is required unless the evaluator determines the performance to be in need of improvement or unsatisfactory.
3. The timeline and default-satisfactory provisions of the General Provisions (Section H) apply.

**H. Co-Curricular and Extracurricular Compensation Table.**

<b>TIER 1 (8–10%)</b>					
<b>Position</b>	<b>Level</b>	<b>Per-Person Rate</b>	<b>Number of Positions</b>	<b>Seasons</b>	<b>Program Total</b>
Instrumental Music Director	HS	14%	1	Year	14%*
Drama Director — Spring Musical	HS	10%	1	1	10%
Drama Director — Fall Play	HS	8%	1	1	8%
DECA Advisor	HS	8%	1	Year	8%
Esports Coach	HS	4%	2	Year	8%

*\*The Instrumental Music Director rate reflects the scope of a single position whose documented responsibilities encompass duties equivalent to multiple co-curricular roles as evidenced by like-district comparisons. The combined scope warrants compensation above the standard Tier 1 range.*

<b>TIER 2 (5–7%)</b>					
<b>Position</b>	<b>Level</b>	<b>Per-Person Rate</b>	<b>Number of Positions</b>	<b>Seasons</b>	<b>Program Total</b>
Quiz Bowl Head Coach	HS	3.5%	1	2	7%
Class Sponsor — Senior	HS	3.5%	2	Year	7%
Instrumental Music	MS	6%	1	Year	6%
Class Sponsor — Junior	HS	3%	2	Year	6%
Student Council Sponsor	HS	6%	1	Year	6%
Quiz Bowl Head Coach	MS	3%	1	2	6%
Vocal Music Instructor	HS	5%	1	Year	5%
Yearbook Sponsor	HS	5%	1	Year	5%
Instrumental Music Asst. Director	HS	5%	1	Year	5%
MS Dramatics (Play)	MS	2.5%	1	Up to 2	5%

<b>TIER 3 (3–4%)</b>					
<b>Position</b>	<b>Level</b>	<b>Per-Person Rate</b>	<b>Number of Positions</b>	<b>Seasons</b>	<b>Program Total</b>
Instrumental Music	FIS (5/6)	4%	1	Year	4%
Vocal Music Instructor	MS	4%	1	Year	4%
Student Council	MS	4%	1	Year	4%
Quiz Bowl Asst. Coach	HS	1.75%	1	2	3.5%
5th Grade Camp/Outdoor Ed Director	FIS (5/6)	3%	1	Year	3%
Science Olympiad	HS	3%	1	Year	3%
Optimist Club Sponsor	HS	3%	1	Year	3%
Quiz Bowl Asst. Coach	MS	1.5%	1	2	3%

<b>TIER 4 (1–3%)</b>					
<b>Position</b>	<b>Level</b>	<b>Per-Person Rate</b>	<b>Number of Positions</b>	<b>Seasons</b>	<b>Program Total</b>
NHS Sponsor	HS	3%	1	Year	3%
Student Activities Coordinator	HS	3%	1	Year	3%
Link Leader	HS	3%	1	Year	3%
Student Activities Coordinator	FIS (5/6)	3%	1	Year	3%
Class Sponsor — Sophomore	HS	1.5%	2	Year	3%
Class Sponsor — Freshman	HS	1.5%	2	Year	3%
5th Grade Camp/Outdoor Ed Coord.	FIS (5/6)	2%	3	Year	6%*
Vocal Music Instructor	FIS (5/6)	2%	1	Year	2%
Optimist Oratorical Club Leader	MS	2%	1	Year	2%
NJHS Advisor	MS	2%	1	Year	2%
K-4 Clubs	K-4	1%	1/building	Year	4%
Safety Patrol Coordinator	Elem (K-4)	1%	1	Year	1%

\*The 5th Grade Camp/Outdoor Ed Coord. Program total reflects the fact that the single position fits tier 4 criteria and there are three (3) of those positions.

<b>TIER 5 (0.5–1%)</b>					
<b>Position</b>	<b>Level</b>	<b>Per-Person Rate</b>	<b># of Positions</b>	<b>Seasons</b>	<b>Program Total</b>
Art Show Director	All	0.5%/show	Up to 8	Per event	4%
MS Geography Bee	MS	0.5%	1	Year	0.5%

## **I. Additional Compensation Provisions.**

- 1. K-4 Music — Vocal and/or Instrumental.** K-4 music instructors, vocal and/or instrumental, will be paid 0.4% of BA 1 for up to one concert upon authorization from the principal. Music instructor, vocal and/or instrumental, will be paid 0.1% of BA 1 each time he/she accompanies a group to any event authorized by the building principal. All activities must take place outside the usual workday in order to qualify for payment.

2. **5th Grade Camp.** Each teacher who participates in the 5th-grade camp/outdoor education program shall be compensated as follows:
  - a. a. 0.12% of BA Step 1 per evening.
  - b. b. 0.20% of BA Step 1 per overnight.
3. **Other Approved Activities.** Other approved activities not otherwise compensated under this Part shall receive 0.07% of BA Step 1 per night. All dances shall have a minimum of four (4) sponsors.
4. **Art Shows.** The actual event must take place outside of the usual workday in order to qualify for payment.

## **PART 3 — OPERATIONAL AND LEADERSHIP POSITIONS**

**A. Definition.** For purposes of this Part, an "operational or leadership position" means a district-identified role that:

1. Involves coordination, leadership, or operational duties that serve building or district functions;
2. May or may not involve direct student supervision; and
3. Is established by mutual agreement of the District and the Association, or is identified as a compensable duty in the position table of this Part.

Positions in this Part are distinguished from Parts 1 and 2 in that they primarily serve institutional or operational needs rather than providing direct student programming outside the school day.

**B. Review and Oversight.** Positions in this Part are established, modified, or removed by mutual agreement of the District and the Association. No separate Review Committee is required for this Part. Either party may propose the addition, modification, or removal of a position by providing written notice and supporting documentation to the other party.

When a position in this Part involves duties that overlap with the scope of Part 1 or Part 2, the parties shall determine by mutual agreement which Part governs the position.

### **C. Compensation.**

1. **Methodology.** Compensation for positions under this Part shall be established on a position-by-position basis by mutual agreement of the District and the Association. Compensation may be expressed as a percentage of BA, Step 1 of the current salary schedule (Appendix A), as a flat dollar amount, or as a per-event rate, as specified in the position table.
2. **Payment.** Compensation shall be paid at the conclusion of the assignment period or on a schedule determined by mutual agreement. For positions with ongoing duties throughout the school year, compensation may be paid in installments consistent with the district's regular payroll cycle.

**D. Terms of Appointment.** The term of appointment for each position in this Part shall be as specified in the position table. Where no term is specified, the position shall be considered a one (1) year appointment, renewable annually.

**E. New, Modified, or Removed Positions.**

1. Either party may propose the addition of a new position, modification of an existing position, or removal of a position in this Part by providing written notice and documentation to the other party.
2. The parties shall meet within thirty (30) calendar days of receipt of the proposal to discuss and attempt to reach an agreement.
3. No position may be added to, removed from, or materially modified in this Part without mutual agreement of the District and the Association, except that the District may unilaterally suspend a position upon documentation of financial hardship, provided that written notice is given to the Association and that any funding freed by such suspension remains within the Schedule B pool for potential reallocation.

**F. Evaluation.**

1. The Building Principal or the administrator who oversees the position's duties shall serve as the designated evaluator for positions governed by this Part.
2. The evaluation shall consist of a Verification of Service confirming whether the duties described in the position's job description or assignment were completed. For positions in the Building Operational Duties category, no formal evaluation is required unless the administrator determines performance to be unsatisfactory.
3. The timeline and default-satisfactory provisions of the General Provisions (Section H) apply to positions that are evaluated.

**G. Operational and Leadership Positions and Compensation Table.**

<b>Position</b>	<b>Rate</b>	<b>Number/Buildings</b>	<b>Level</b>	<b>Terms</b>
<b>Arrival and Dismissal Supervision Duty</b>	1%	4 per building	Each Elementary Building	Assigned annually
<b>School Improvement Building Chair (Accreditation)</b>	2%	1	HS	Assigned during accreditation years
<b>School Improvement Committee Member (Accreditation)</b>	0.4%	3	HS	Assigned during accreditation years
<b>Building Improvement Support</b>	3%	1+ per building	Each building K-8	Posted annually
<b>District Leadership Team Member</b>	Governed by Article 7			

## APPENDIX C - MISCELLANEOUS

### **1. Professional Development**

- A. The first scheduled teacher workday will be district organized and shall be devoted to district wide initiatives and group meetings. On Professional Development Days, the reporting times for all teachers shall be 8:00 a.m. – 3:00 p.m.

Common PD Schedule:

8:00 a.m. – 12:00 p.m. = Activities directed by the District

12:00 p.m. – 1:00 p.m. = Lunch

1:00 p.m. – 3:00 p.m. = Activities directed by Building Admin/Committee

Participation is required.

- B. If a teacher is choosing to use the PD schedule for renewal of the Professional or Occupational Certificate, they shall be responsible for recording professional development hours towards the renewal. The process shall be:
1. Teachers will annually maintain the Michigan department of Education Experienced Teachers “Annual Record of Professional Development” document.
  2. Before leaving for the summer (last day of school), teachers will submit the completed form to the building principal for verification.
  3. The building principal will verify the PD record and forward one copy to the teachers and one copy to the personnel file.
- C. Teachers holding Professional and Occupational Certificates have an opportunity to renew through professional development in accordance to the Teacher Certification Code (MCL 390.1132(c) and 390.1135(1)(c) and obtain reimbursement for this renewal through the following process:
1. Purchase certificate renewal through the Michigan Department of Education.
  2. Print a receipt for the renewal fee and submit it to the Office of Personnel and Student Services for verification of 150 hours of recorded PD (Annual Record of Professional Development forms in Personnel File).
  3. Assistant Superintendent of Personnel & Student Services will complete a reimbursement request upon verification.

## 2. Types of Leave Time (Personal/Compensatory Day) Usage Chart

# of Days	Permission/Type of Permission	Advanced Notice Needed/How Long
1 personal day	No permission	2 days
2 or 3 personal days	Permission needed if vacation	2 days (please notify principal)
1 compensatory day	No permission	3 days
2 compensatory days	No permission	3 days
3 compensatory days	No permission	3 days
1 personal/1 compensatory day combination (or any combination of the two types of days)	Permission needed	3 days
*Permission needed if days are directly before or after a paid holiday		

## 3. Compensatory Time

A. Each teacher shall be credited with two ½ (one half) compensatory days per school year for the purpose of curriculum/professional development. The teacher shall do the scheduling of the curriculum/professional development days. The content of the professional development time shall include activities beyond daily normal classroom duties which directly affect student performance.

Such activities include, but are not limited to:

1. planning and preparing for activities such as the following: instruction which is new to the curriculum, new strategies and practices, or instruction relating to training received;
2. upgrading of professional skills;
3. other professional development activities with prior approval of the Assistant Superintendent of Personnel and Student Services.

B. The scheduling of the compensatory day shall be pursuant to [Article 16](#). Each employee taking a curriculum compensatory day shall fill out a form developed by both parties.

## 4. Arranging a Personal Teacher/Parent Meeting

In the event it becomes necessary for a teacher to confer with any parent, the teacher shall make contact with that parent suggesting a personal meeting be arranged.

## 5. Teacher Record Days

- A. Teacher records days shall be devoted to teacher work on grading of student work and the compilation of student records. Within this context, the use and location of this time shall be at the discretion of the teacher.
- B. No records or report letters for either semester will be due until after the records day for that semester.

#### **6. Teacher's First Day to Report**

In addition to the first scheduled Teacher workday, all Teachers are required to work one day prior to the first student day but no earlier than August 1<sup>st</sup>.

#### **7. Rescheduled Instruction Days**

Student instruction days to be rescheduled pursuant to the provisions of [Article 21](#), Paragraph D. shall be rescheduled on the next available weekday date after the last scheduled student day unless otherwise mutually agreed between the parties.

## 8. District Calendar

# 2025-2026 School Calendar

12t 9s August 2025					21t 21s September 2025					22t 22s October 2025					17t 17s November 2025				
M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F
				1	1 Labor	2	3	4	5 DPD			1	2	3 DPD	3	4	5	6	7 DPD
4	5	6 NTO	7	8	8	9	10	11	12 DPD	6	7	8	9	10 TW	10	11	12	13	14 DPD
11	12	13	14	15 DPD	15	16	17	18	19 DPD	13 FB	14	15	16	17 TW	17	18	19	20	21 TW
18 5 (K-6)	19	20	21	22 TW	22	23	24	25	26 TW	20	21	22	23	24 DPD	24	25	26	27	28
25	26	27	28	29	29	30				27	28	29	30	31 TW					

  

15t 15s December 2025					20t 18s January 2026					18t 18s February 2026					20t 20s March 2026				
M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F
1	2	3	4	5 DPD				1	2	2	3	4	5	6 WB	2	3	4	5	6 DPD
8	9	10	11	12 TW	5 Rec D	6	7	8	9 DPD	9 WB	10	11	12	13 DPD	9	10	11	12	13 TW
15	16	17	18	19 HS Exams .5 (7-12)	12	13	14	15	16 TW	16	17	18	19	20 DPD	16	17	18	19	20 DPD
22	23	24	25	26	19 DPD	20	21	22	23 DPD	23	24	25	26	27 DPD	23	24	25	26	27 TW
29	30	31			26	27	28	29	30 DPD						30	31			

  

19t 19s April 2026					20t 20s May 2026					June 2026				
M	T	W	T	F	M	T	W	T	F	M	T	W	T	F
		1	2	3 GF					1 TW	2	3	4	5	6
6	7	8	9	10 DPD	4	5	6	7	8 TW	9	10	11	12	13
13	14	15	16	17 TW	11	12	13	14	15 TW	16	17	18	19	20
20	21	22	23	24 DPD	18	19	20	21	22 TW	23	24	25	26	27
27	28	29	30		25 MEM	26	27	28 HS Exams	29	30				

  

<b>End of Marking Period K-12</b>
No Student/Teacher
Records - No Students
DPD - No Students
Half Day/Last Day all
Holiday
Early Release Fridays = 33
TW = Teacher Work 15
DPD = District PD 18

30 hours of PD (18 hrs ERP/DPD + 12 hrs/2 days)

184 Teacher Work Days (4 hours for conferences + 2 hours for Open House = 1 day)

178 Student Days

Sem 1 = 84

Sem 2 = 94

**APPENDIX D - GRIEVANCE REPORT FORM**

Grievance # \_\_\_\_\_  
Hartland Consolidated School District

Distribution:

1. Superintendent
2. Principal
3. Association
4. Teacher

Submit in Duplicate to Principal

Building	Assignment	Name of Grievant	Date Filed

**STEP I**

- A. Date cause of grievance occurred \_\_\_\_\_
- B. 1. Statement of grievance (cite provisions violated) \_\_\_\_\_  
\_\_\_\_\_
2. Relief sought \_\_\_\_\_
- \_\_\_\_\_  
Signature Date
- C. Disposition by Principal \_\_\_\_\_
- \_\_\_\_\_  
Signature Date
- D. Position of Grievant and/or Association \_\_\_\_\_
- \_\_\_\_\_  
Signature Date

**STEP II**

- A. Date received by Superintendent or Designee \_\_\_\_\_
- B. Disposition of Superintendent or Designee \_\_\_\_\_
- \_\_\_\_\_  
Signature Date
- C. Position of Grievant and/or Association \_\_\_\_\_
- \_\_\_\_\_  
Signature Date

**STEP III**

- A. Date submitted to Arbitration \_\_\_\_\_
- B. Disposition of Arbitrator \_\_\_\_\_
- \_\_\_\_\_  
Date of Decision Signature of Arbitrator

NOTE: All provisions of [Article 24](#) of the Agreement will be strictly observed in the settlement of grievances. If additional space is needed in reporting Section B1 and 2 of Step I, attach an additional sheet.

**APPENDIX E – CLASSROOM AND SUMMATIVE EVALUATION FORMS**

# Hartland Consolidated Schools

Updated 5-23-24

**Classroom Evaluation Form**

**Summative Evaluation Form**

**Teacher:** \_\_\_\_\_ **School:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Subject or Grade:** \_\_\_\_\_ **Time In:** \_\_\_\_\_ **Time Out:** \_\_\_\_\_

Evaluations are based on formal and informal observations throughout the year. All comments for the evaluation will be found as an attachment.

**Instruction:**

	S	FA	US	NO
A. Knowledge of subject matter				
B. Use of lesson plans and learning targets				
C. Challenges students and promotes higher level thinking				
D. Engages pupils in solving problems				
E. Conducts discussions to encourage pupils to express ideas accurately and completely				
F. Helps to develop desirable work and study habits				
G. Makes clear assignments and direction with ample time allotment				
H. Uses a variety of methods in presenting subject matter				
I. Evidence of assessment both formative and summative				
J. Recognition and accommodation of student emotional, social and academic needs				

40% of Summative

**GRASP Goal:**

	S	FA	US	NO
Evidence of student growth through use of a GRASP Goal				

**GRASP Goal Approved on:** \_\_\_\_\_ 20% of Summative

**Management:**

	S	FA	US	NO
A. Accuracy and punctuality in clerical work				
B. Responsibility regarding duties and routines				
C. Classroom control and management				
D. Physical appearance of classroom				
E. Use and care of equipment				

20% of summative

<b>Personal/Professional Qualities:</b>	<b>S</b>	<b>FA</b>	<b>US</b>	<b>NO</b>
A. Enthusiasm				
B. Adaptability				
C. Judgment				
D. Appearance (dress & grooming)				
E. Poise and Self Confidence				
F. Self Control				
G. Alertness				
H. Parent Relationships				
I. Professional Relationships				
J. Attendance				
K. Professional Development				

20% of Summative

Ratings: S = Satisfactory

FA = Focus Area

US = Unsatisfactory

NO = Not Observed

If any areas are checked "Focus Area" or "Unsatisfactory", additional comments shall be included to indicate why and how a teacher could improve. If a teacher so desires, he/she may include any comments about any areas. Additional pages may be attached to this form by either the observer or the teacher. Positive comments are also encouraged.

           Based upon this evaluation, the Evaluator finds the work of the teacher to be "Favorable".

           Based upon this evaluation, the Evaluator finds the work of the teacher to be "Unfavorable".

**End of Year Summative Evaluation Rating: To be completed on Summative Evaluation Only, not the Summative Evaluation Worksheet**

**Effective:** Teacher had no areas of improvement noted that led to a TIP, since the previous summative evaluation and scored 2.6 or better on the Summative Evaluation Worksheet.

**Developing:** Teacher had at least one area of improvement noted that led to a TIP since the previous summative evaluation and this area earned a satisfactory rating at the end of the year and the teacher scored at least a 2.0 on the Summative Evaluation Worksheet.

**Needing Support:** Teacher scored less than a 2.0 on the Summative Evaluation Worksheet and had at least one improvement area that led to a TIP since the previous summative evaluation and this area was not rated satisfactory by the end of the year.

\_\_\_\_\_  
Evaluator Signature

\_\_\_\_\_  
Date

The teacher will sign and return this evaluation to the evaluator. Signature by teacher signifies receipt of the Evaluation Form only.

page 2

\_\_\_\_\_  
Teacher Signature

\_\_\_\_\_  
Date

## Hartland Consolidated Schools

Updated 5-23-2024

### Summative Evaluation Worksheet

**Teacher:** \_\_\_\_\_ **School:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Subject or Grade:** \_\_\_\_\_

Evaluations are based on formal and informal observations throughout the year. All comments for this evaluation will be found as an attachment.

E= Effective      D= Developing      NS= Needing Support      NO= Not Observed

<b>Instruction: 40% of Summative</b>	E3 pts	D2 pts	NS1 pt	NO3 pts
A. Knowledge of subject matter				
B. Use of lesson plans and learning targets				
C. Challenges students and promotes higher level thinking				
D. Engages pupils in solving problems				
E. Conducts discussions to encourage pupils to express ideas accurately and completely				
F. Helps to develop desirable work and study habits				
G. Makes clear assignments and direction with ample time allotment				
H. Uses a variety of methods in presenting subject matter				
I. Evidence of assessment both formative and summative				
J. Recognition and accommodation of student emotional, social, and academic needs				
<b>Points per Category = 3 for Effective/Not Observed, 2 for Developing, and 1 for Needing Support</b>	0	0	0	0
<b>Total Points for Instruction Domain</b>	0			
<b>Total Possible out of 30 for Instruction, Divided by 10 = Score</b>	0			

<b>Student Growth: 20% of Summative</b>	<b>GRASP Goal Approved on:</b>	E3 pts	D2 pts	NS1 pt	NO3 pts
Evidence of student growth through use of a GRASP Goal					
<b>Points per Category = 3 for Effective/Not Observed, 2 for Developing, and 1 for Needing Support</b>					
<b>Total Points for Student Growth Domain</b>		0			
<b>Total Possible out of 3 for Student Growth, Divided by 1= Score</b>		0			
<b>Management: 20% of Summative</b>		E3 pts	D2 pts	NS1 pt	NO3 pts
A. Accuracy and punctuality in clerical work					
B. Responsibility regarding duties and routines					
C. Classroom control and management					
D. Physical appearance of classroom					
E. Use and care of equipment					
<b>Points per Category = 3 for Effective/Not Observed, 2 for Developing, and 1 for Needing Support</b>		0	0	0	0
<b>Total Points for Management Domain</b>		0			
<b>Total Possible out of 15 for Student Growth, Divided by 5= Score</b>		0			
<b>Personal/Professional Qualities: 20% of Summative</b>		E3 pts	D2 pts	NS1 pt	NO3 pts
A. Enthusiasm					
B. Adaptability					
C. Judgment					
D. Appearance (dress & grooming)					
E. Poise, Self Confidence, and Self Control					
F. Alertness					
G. Parent Relationships					
H. Professional Relationships					
I. Attendance					
J. Professional Development					
<b>Points per Category = 3 for Effective/Not Observed, 2 for Developing, and 1 for Needing Support</b>		0	0	0	0
<b>Total Points for Personal/Professional Qualities Domain</b>		0			
<b>Total Possible out of 30 for Student Growth, Divided by 10= Score</b>		0			

<b>Final Summative Domain Calculation</b>							
Instruction = Total Points X 40%							0
Student Growth = Total Points X 20%							0
Management = Total Points X 20%							0
Personal/Professional Qualities = Total Points X 20%							0
<b>Summative Score</b>							<b>0</b>

End of Year Summative Evaluation Rating: To be completed on Summative Evaluation Only, using the Summative Evaluation Worksheet. **Note:** This is just the summative score, see Summative Evaluation form for further instructions on final Summative Rating.

				Evaluator Signature		Date	
Signature by teacher signifies receipt of the Summative Evaluation Worksheet only.							
				Teacher Signature		Date	

## **APPENDIX F – HOW TO WRITE A TEACHER IMPROVEMENT PLAN**

A requirement when a teacher receives an Unsatisfactory on the Teacher Classroom Evaluation form.

### **What it Means:**

In simpler terms, the following shall be done: Each Unsatisfactory will be a Roman numeral on an Improvement Plan. Point A under each Roman numeral will be criteria for successful performance. Point B will be the timeline. Point C will be the assistance offered by the district. Point D will be suggestions for improvement.

### **How it Looks:**

- I. Deficiency #1: The administrator shall site the language from the Classroom Evaluation form and explain the deficiency clearly.
  - A. Criteria for Success: The administrator shall detail the criteria in clear, specific terms.
  - B. Timeline: This is typically the date of the next evaluation or a lengthier period.
  - C. Assistance: The administrator shall complete this section with input from the teacher being evaluated and the mentor/assisting teacher if one is in place.
  - D. Suggestions for Improvement: A draft of the teacher improvement plan based on the evaluation shall be written by the mentor or assisting teacher and the teacher being evaluated with as much input as is requested of the evaluator or offered by the evaluator... Sole authority over the content of the plan shall rest with the evaluator."
    - 1.
    2. (etc.)

### II. Deficiency

#### #2 **An Example:**

- I. "Makes clear assignments and direction with ample time allotment": Students were unclear about the specific requirements of the assignment given as evidenced by the number of questions they had. The task you assigned had too many steps and required too much of the students in a very short period of time which is why they appear anxious and overwhelmed.

- A. Criteria for Success: Provide a clear, concise task; Provide enough time for task
- B. To be completed by the next evaluation to take place no sooner than (date).
- C. Assistance: release time to mentee and assisting teacher; professional development
- D. Suggestions for Improvement: providing clear, concise instructions for an assignment and allowing enough time for completion
  - 1. Use overhead when appropriate
  - 2. Read/display examples when appropriate
  - 3. Activity will not begin until all or almost all questions are answered. This will make monitoring easier and will help to minimize questions later.
  - 4. Review instructions before transitions to work time. At this time, students will be asked to remain in seats and hold questions until everyone is settled into work. This will allow teacher to monitor the transition more carefully.
  - 5. Design lessons so number of tasks is manageable while taking amount of time into account.
  - 6. With about five minutes left in the period, a warning will be given to class so that students can reach a good stopping point and so that teacher can outline expectations regarding work completion, homework and due dates.

**EXHIBIT 1 - Memorandum of Understanding: Health Care Consortium**

MEMORANDUM OF UNDERSTANDING  
Between  
HARTLAND CONSOLIDATED SCHOOLS and  
HARTLAND EDUCATION ASSOCIATION  
October 4, 2017

**Re: Financial cost of joining the Livingston County Health Care Consortium**

The Board of Education of Hartland Consolidated Schools (Board) and the Hartland Education Association (HEA) agree to the following:

1. **The parties recognize the intention of joining the consortium is to lower medical premiums for employees while avoiding any additional cost to the district.**
  - Therefore, if the governing board of the consortium changes the benefit levels of Pak B and/or additional unforeseen consortium fees increase costs after initial implementation, the district may pass the additional costs on to employees. If the school district does decide to pass on the additional cost, the parties shall meet to determine how the additional expense will be covered.

The parties agree that no item in this agreement shall be construed to have established a practice nor set a precedent.

This agreement shall expire concurrently with the Health Plan Purchasing Consortium Agreement on December 31, 2020.

  
The Board

Date 11-3-17

  
The Association

Date 10-5-2017