

# **MASTER AGREEMENT**

**Between**

**SCHOOL DISTRICT OF THE CITY OF HAZEL PARK**

**and**

**HAZEL PARK EDUCATION ASSOCIATION**

**2019-2021**

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**MASTER AGREEMENT**

**between**

**SCHOOL DISTRICT OF THE CITY OF HAZEL PARK**

**and**

**HAZEL PARK EDUCATION ASSOCIATION**

**2019-2021**

THIS AGREEMENT between the Board of Education of the City of Hazel Park, Michigan, hereinafter called the "Board" and the Hazel Park Education Association, hereinafter called the "Association."

**WITNESSETH**

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

WHEREAS the members of the teaching profession share with the administration and the Board of Education common objectives, commitments and responsibilities dedicated to the formulation of the finest educational program possible, and

WHEREAS the Board has a statutory obligation, pursuant to Public Act 112 of the Michigan Public Acts of 1994, to bargain with elected representatives of the teaching personnel, in this case the Association, as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment, and

WHEREAS the parties, following extended and deliberate professional negotiations, have reached certain understandings which they desire to memorialize.

In consideration of the following mutual covenants, IT IS HEREBY AGREED AS FOLLOWS:

## **ARTICLE 1**

### **RECOGNITION**

- A. The Board hereby recognizes the Association as the exclusive bargaining representative as defined in the Public Act 112 of the Michigan Public Acts of 1994, for a unit consisting of all certificated teaching personnel, special service personnel and all vocational teaching personnel annually authorized by the State of Michigan, excluding the Superintendent, Assistant Superintendent, Curriculum Coordinator, Directors, Principals, Assistant Principals, Teaching Assistant Principals, Supervisor of Special Education and other supervisors as defined in the Act. Unless otherwise indicated, the term "teacher" when used hereinafter in this Agreement will refer to members whose current position is covered under the Tenure Act. "Ancillary staff" refers to members whose current position is not covered under the Tenure Act. It shall be understood that agency-provided ancillary staff in the service of the Board shall not be members of the Association; nor shall the Board, by means of attrition, systematically replace ancillary association members with agency-provided staff. This is not a job security provision.
- B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this contract.
- C. Nothing contained herein shall be construed to deny or restrict to any teacher/ancillary staff rights he/she may have under the Michigan General School Laws or applicable laws and regulations. The rights granted to teachers/ancillary staff hereunder shall be deemed to be in addition to those provided elsewhere.

**ARTICLE 2**  
**BOARD OF EDUCATION RIGHTS AND RESPONSIBILITIES**

Except as expressly modified or restricted by a specific written provision of this Agreement, all statutory and inherent management rights, prerogatives, and functions are retained and vested exclusively in the Board and the Superintendent, including but not limited to the following sole and exclusive rights to:

- A) Control and develop programs and the curriculum;
- B) Reprimand, suspend or discharge or otherwise discipline ancillary staff for cause and teachers consistent with provisions pursuant with the Michigan Teacher Tenure Act;
- C) Determine the number of teachers to be employed;
- D) Hire teachers and employees and determine their qualifications for hiring;
- E) Determine the job duties for all existing and newly created positions;
- F) Assign and direct teacher and employee work;
- G) Transfer teachers from one position or building to another;
- H) Layoff and recall teachers;

In addition, there is reserved exclusively to the Board and Superintendent all responsibilities, powers, rights, and authority vested in it by Michigan Teachers' Tenure Act, Michigan Revised School Code, Michigan Public Employment Relations Act, and the laws and constitution of Michigan and the United States.

## **ARTICLE 3**

### **HAZEL PARK EDUCATION ASSOCIATION RIGHTS AND RESPONSIBILITIES**

- A. The Board and the Association agree to abide by Public Act 112 of the Michigan Public Acts of 1994 of the laws of Michigan and to all the applicable laws and statutes pertaining to the teachers'/ancillary staffs' rights and responsibilities. The Board and the Association agree to the Board Policies and Procedures now in effect other than those related to wages, hours, and working conditions, and unless otherwise altered by specific conditions within this Agreement. The foregoing specifically excludes from Agreement determination matters of curriculum and program, but does not otherwise change the Board's intent and desire for maximum teacher/ancillary staff input.
- B. Every teacher/ancillary staff of the Board shall have the right freely to organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiation and other legal concerted activities for their mutual benefit. The Board and Association undertake and agree that it will not directly or indirectly discourage or deprive or coerce any teacher/ancillary staff in the enjoyment of any rights conferred by Public Act 112 of the Michigan Public Acts of 1994 and the laws of Michigan and of the Constitutions of Michigan and the United States; that it will not discriminate against any teacher/ancillary staff with respect to hours, wages, or any terms or conditions of employment by reason of their membership in the Association, or other professional organization, their participation in any activities of the Association or collective professional negotiations with the Board or their institution of any grievance, complaint, or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- C. The Board and the Association recognize the right of teachers/ancillary staff to invoke the assistance of the State Labor Mediation Board.
- D. Use of School Facilities
  - 1. Week day activities commencing prior to 5:00 p.m. — The Association will have the right to schedule meetings within the building and without cost. Such scheduling will be processed through school dude/athletic director setting forth in advance the time and place of the meeting. Week day activities commencing after 5:00 p.m. and all weekend activities are to be scheduled through the Board Office. The Association shall enjoy the same privileges of facility availability as other community groups. It is further understood that the only cost to the Association shall relate to directly increased custodial costs.
  - 2. It will be the policy of the Board that bulletin boards in a given school will be used for the purpose of displaying educational material and other notices referring to the conduct of education and student activities; provided, however, that there will be one (1) bulletin board which will be placed in the staff lounge, or a mutually agreeable location, for the purpose of displaying notices, circulars and other Education Association materials.
  - 3. The Association may distribute materials through teachers'/ancillary staffs' mailboxes if it so desires, provided distribution takes place outside of instructional time.

- E. It is expressly understood that no member of the administration will assume responsibility for the posting or distribution of materials for the Association or any other teachers/ancillary staff organization.
- F. No teachers/ancillary staff will be prevented from wearing pins or other apparel showing membership in the Association or any other teachers/ancillary staff organization.
- G. School facilities will not be used by teachers/ancillary staff privately for private tutoring for pay by the student or the family of the student. Under no conditions should teachers/ancillary staff tutor students enrolled in their class for pay by the student or the family of the student.
- H. The Board agrees to furnish to the Association in response to written or electronic requests all information concerning the financial resources of the District, tentative budgetary requirements and allocations, and other information as will assist the Association in developing intelligent, accurate, informed, and constructive programs on behalf of the teachers/ancillary staff and their students, together with information which may be necessary for the Association to process any grievance or complaint. Such written request shall be specific as to the information desired. This is not to imply that oral request will be denied.

Official records will be made available at the office of the Board and originals will not be removed from the Board's office.

- I. Association Day Language (subject to the provisions of Michigan Public Acts, i.e., Public Act 197):

The Association shall be allotted-ten (10)-days annually for Association business at no cost to the Association. Such commitment by the Board is subject to the following qualifications:

1. That notification, one week in advance when possible, be given in writing stating the specific type of activity or purpose of the released day for Association business unless business of officers of a sudden, infrequent nature or verbal agreement with Board representatives.
2. Five (5) days in excess of the allotted ten (10)-may be used subject to provisions in 1 above provided the Association reimburses the District at the prevailing substitute rate whether or not one is used.
3. An additional five (5) days in excess of the fifteen (15) noted may be used if reimbursed at full contractual cost of the Association member.

The above language is not applicable during mutually agreed upon negotiation periods.

- J. The Association President will be released daily from one (1) hour of teaching duties in the last hour of student teaching time without reduction of P&C time. The P & C will be right before the release hour. The Association President shall be released without loss of salary, insurance protection, seniority, or other benefits provided for in this Agreement or by law, subject to applicable law. The parties understand and agree that all normal duties associated with teaching shall be retained by the released President for the class(es) retained.(LOA 2017 Article 3.I and J tied with 9.B.1. President Release and and staff meetings.)

## **ARTICLE 4**

### **TEACHERS/ANCILLARY STAFF RIGHTS**

Teachers/Ancillary Staff will not be used as secretarial or custodial help except in an emergency assignment.

#### A. Employees Not Subject to the Michigan Teachers' Tenure Act (Ancillary Staff)

Employees who are not subject to the Michigan Teachers' Tenure Act, including but not limited to, Occupational Therapists, Physical Therapists, Speech Therapists, Nurses, School Social Workers, School Psychologists or Teacher Consultants (Act IV Public Acts, Extra Session of 1937 of Michigan, as amended) shall not be reprimanded, disciplined, discharged, and/or reduced in rank without just cause.

#### B. Employees subject to the Michigan Teacher Tenure Act

Disciplinary measures include but are not limited to: oral warning, written warning, written reprimand, paid or unpaid suspension, and discharge. Any disciplinary actions must be made in accordance with any applicable procedures set forth in the Teachers' Tenure Act.

## **ARTICLE 5**

### **CIVIL RIGHTS**

- A. The Board agrees that neither it, nor any of its administrative agents, will discriminate against any teachers/ancillary staff on the basis of race, creed, color, national origin, sex, age, disability, height, weight, religion or marital status, political activities, sexual orientation or membership or participation in the activities of the Association or any other employee organization.
- B. The Association agrees that it will admit all teachers/ancillary staff to its membership without discrimination by reason of race, creed, color, national origin, sex, age, disability, height, weight, religion, marital status, sexual orientation or prior membership or past participation in the activities of any other employee organization.

## **ARTICLE 6**

### **TEACHER/ANCILLARY STAFF RESPONSIBILITIES**

#### **A. Pupil-Teacher Relationships**

1. Classroom teachers/ancillary staff are often confronted with the problems as well as the responsibilities of maintaining pupil control. Within legal limitation, in fact, certain parental privileges are transferred to the teacher/ancillary staff in the performance of this function.
2. Encouragement, praise and emphasis upon the child's desirable characteristics are recognized as being the most successful methods of working with discipline cases. Educational personnel should be familiar with their current legal responsibility as interpreted by Michigan Courts.
3. Referrals of pupils for special services may be made by the teacher/ancillary staff to the building principal. Referrals forms will be routed only through the office of the building principal.
4. Within the framework outlined above, a consistent discipline procedure shall be worked out in each building by the teachers, counselors and administrators.

#### **B. Medical Examinations**

1. For the protection of children, the Board shall require of each new teacher/ancillary staff a health report from the school physician or a physician authorized to practice medicine under the laws of the State.
2. The Board may request a teacher/ancillary staff to obtain a physical examination from a recognized hospital or clinic -- such examination to be at the expense of the Board.
3. An employee of the Board who is off duty because of illness or injury for more than two (2) weeks may be required to present a statement of ableness to the principal upon his/her return to work. This statement shall be made out by a physician authorized to practice medicine under the laws of the State.

#### **C. Birth Certificates**

Every teacher/ancillary staff upon employment shall be required to present a birth certificate or other legal evidence attesting to the date of birth which shall be recorded and made a part of the personnel file.

#### **D. Newly hired staff must satisfy the following requirements identified by Michigan Public Act 68 of 1993:**

1. A criminal records check shall be requested from the Michigan Department of State Police (*and currently also the FBI*). New hires are responsible for incurred costs of fingerprinting.
2. The completion of a form which includes a signed statement that the new teacher/ancillary staff has not been convicted of a criminal offense.

## **ARTICLE 7**

### **JOINT RESPONSIBILITIES**

#### **A. In-Service Training, Conferences, and Conventions**

The Board shall encourage employees to actively participate in all professional meetings on local, state, and national levels. They shall make an annual appropriation for in-service training which shall include in-service classes, conferences, and conventions within the state of Michigan. Attendance of teachers/ancillary staff to conferences shall be approved by the Board. Attendance of special teachers to conferences shall be approved by the administrator assigned to the curricular area, within the budget limits set by the Board. Visitation to other schools or programs shall be considered as a conference.

#### **B. Substitute Teachers**

1. The Board agrees to make an effort to maintain an adequate list of substitute teachers.
2. Teachers/ancillary staff shall be informed of a District telephone/computer system, (AESOP), that they shall call or access before 6:30 a.m. on or before the day of their absence, to report unavailability for work. Basic reporting data shall be consistent with existing directives. Once a teacher/ancillary staff has reported unavailability, it shall be the responsibility of the administration (AESOP) to arrange for a substitute teacher.
3. Substitute teachers shall be hired whenever instructional staff are absent.

#### **C. Ethics**

1. The Association shall deal with ethical problems arising under the Code of Ethics of the Education Profession in accordance with the terms thereof, and the Board recognizes the Code of Ethics to be acceptable criteria of professional behavior.
2. In regard to staff ethic cases, the Board shall give due consideration to the decisions and/or recommendations of the Professional Rights and Responsibilities Committee.
3. Teachers/ancillary staff agree not to exploit their professional relationship with their students nor knowingly permit any commercial exploitation of their professional position. On this basis, solicitation for the purpose of selling educational materials and/or services within the Hazel Park School District by Hazel Park teachers shall be considered improper.
4. Procedural details involving probationary teachers/ancillary staff, tenure teachers, and administrators is to be incorporated into Administrative Policy and distributed to every teacher/ancillary staff.

#### **D. Professional Study Committee**

There is hereby established a Professional Study Committee composed of five (5) members: two (2) members selected by the Superintendent, and three (3) members selected by the Association.

The Association shall designate the chairperson. The Professional Study Committee may recommend changes in the District's educational program.

## Recommended Procedure

1. Recommended changes may be made to the Committee by:
  - a. A Teacher in the District
  - b. Superintendent
  - c. Central Office Administrator
  - d. Building Principals
  - e. Curriculum Committees
  - f. Professional Associations
2. Study Committee Responsibilities
  - a. Receive recommended changes.
  - b. Refer changes for study to appropriate committee if study is needed.
  - c. Review recommended changes from committees.
  - d. Submit written recommendations to the Superintendent, who must respond not later than thirty (30) days after receiving the recommendation. The chairperson or his/her designee may present the committee's views before the Administrative Council.
  - e. Inform recommending group of action taken by the Superintendent and/or Board.
  - f. Respond to all recommendations within thirty (30) days after receipt of the recommendations.

**ARTICLE 8**  
**PROFESSIONAL COMPENSATION**

- A. A single salary schedule shall be maintained, and no differential in salary shall be allowed because of sex, marriage, or dependents.
- B. Applicants with previous Hazel Park School District experience seeking reemployment within two (2) years after termination shall be credited with full previous Hazel Park experience but not to exceed six (6) years.
- C. Teaching experience at charter and private schools as well as experience recognized by the Michigan Retirement Act shall be credited not to exceed five (5) years, six (6) years for special education, math and science may be recommended to the Board by the Superintendent for credit on the salary schedule. All teachers/ancillary staff now employed or previously employed by the Board shall have their total service in the Armed Forces credited with one regular annual salary increment for each year provided they have served a minimum of one (1) year with an honorable discharge. New teachers/ancillary staff employed shall be given one (1) regular salary increment for service, provided they have served a minimum of one (1) year in the Armed Forces with an honorable discharge.
- D. Teachers/ancillary staff will be classified for the purpose of the salary schedule in April for the succeeding year, but if evidence that a teacher/ancillary staff is entitled to an advance on the salary schedule is filed in the Superintendent's office by September 15 of the same school year, such teacher will be advanced to the new step on the salary schedule. In addition, midyear adjustments will be made if evidence is submitted to the Superintendent's office on or before February 15 of the school year and shall be retroactive to the beginning of the second semester. Teachers on steps who have been actively employed by the District during the 2018-2019 school year shall advance one-half step at the beginning of the 2019-2020 school year.
- E. Application for placement on a higher tract of the salary schedule shall be made by September 15 for the first semester, or February 15 for the second semester, of the school year. All credits toward a higher tract on the salary schedule shall be graduate semester hours or their equivalent in quarter hours. Any credit recognized by the university as credit toward a graduate degree shall also be accepted by the Board. (restoration: no longer frozen as part of the LOA DEP March 2015)
  - 1. A salary increment is added for a block of eighteen (18) semester hours of graduate credit beyond the provisional certificate. (Any teacher/ancillary staff who has been paid at the B.A.+18 step shall automatically be placed on this step.) Only applicable to teachers/ancillary staff hired on or before November 22, 2010.
  - 2. A salary increment is added for the completion of a Master's degree. Some courses or experiences not on a designated Master's program may be deemed by the Superintendent to be helpful in making a teacher/ancillary staff a better teacher/ancillary staff. In such cases, the Master's degree salary may be allowed by the Superintendent when 32 hours of credit are approved.

3. a. A salary increment is recognized for each block of fifteen (15) semester hours of graduate credit beyond the Master's degree after the Master's degree has been completed (MA+15, MA+30, MA+45). Only applicable for teachers/ancillary staff hired on or before November 22, 2010.
- b. A salary increment is recognized for a block of thirty (30) semester hours of graduate credit beyond the Master's degree after the Master's degree has been completed (MA+30). Applicable to teachers/ancillary staff hired after November 22, 2010.
4. An increment beyond the Master's degree salary adjustments is allowed for completion of the Doctorate degree.
5. Teachers/ancillary staff receiving National Board Certification for teachers, under the current rigorous standards, shall receive a \$1,000 recognition award and be recognized for their achievements by the Board.
- F. A teacher/ancillary staff who does not possess a Provisional Certificate or a Permanent Certificate issued by the Michigan State Board of Education, whether or not said teacher/ancillary staff holds a degree, and for whom a Special Certificate must be issued, shall be classified on the salary schedule as a non-degree teacher/ancillary staff, except those teachers/ancillary staff who shall be required to complete ten (10) semester hours or less to qualify for a Provisional or Permanent Certificate, in which case said teacher/ancillary staff shall be classified on the salary schedule as a degree teacher/ancillary staff.
- G. Bargaining unit members shall receive an annual longevity payment according to the following:

The longevity payments are reduced 20% for the 2019-2021 school years. (Numbers shown below are prior to 20% reduction: March 15, 2015 Memoranda remains in effect and members hired in 2000 or after will be frozen until parties agree).

Years of Service in Hazel Park

<u>Less than 15 years completed</u>	<u>0</u>
<u>Upon Beginning the 16th year to the completion of the 20th year</u>	<u>\$2,000</u>
<u>Upon beginning the 21st year to the completion of the 25th year</u>	<u>\$2,500</u>
<u>Upon beginning the 26th year until completion of service</u>	<u>\$3,000</u>

Longevity dates from July 1 through November 15 shall receive a full year of longevity credit; from November 16 to April 15 shall receive one-half year's longevity credit; April 16 through June 30 shall not receive longevity credit for that year.

- H. In the event the event the District's number of elementary, middle school, high school, and alternative education students (i.e., excluding center program and vendor students) increases by 25 over such student count for October 2018, then:

a) Article 8.I, shall be changed to read as follows:

"The number of "Early Release" hours shall be paid at the normal salary rate for elementary, middle school, and high school association members."

I. The number of "Early Release" hours subject to \$27 per hour pay instead of the normal salary rate is fixed at 18.0 (eighteen) hours for the Elementary, Junior High and High School Association Members (even though the actual number of Early Release hours may be more).

J. Bargaining unit members may select at their option any one of the following methods of payment beginning with the second Friday of the school year.

Option 1: Gross salary (plus longevity, if any) divided into 21 equal biweekly paychecks.

Option 2: Gross salary (plus longevity, if any) divided into 26 equal biweekly paychecks. Paychecks 21 through 26 shall be paid with their last regular pay at the end of the school year.

Option 3: Gross salary (including longevity, if any) divided into 26 equal biweekly paychecks. Paychecks 22 through 26 shall be mailed by the Board Office during the summer.

K. The salary schedules in place for the 2018-2019 school year shall increase by 2% across -the-board (Schedule A with 6.53% reduction and Center Program), with elimination of steps Base and .5 (so starting salary will be at BA Step 1 at \$35,335 non-center) and add a new Step 11 to salary schedule that is 1.53% higher than Step 10. Center Programs (including but not limited to Jardon and Edison Max) and have their salaries paid from other than the District General Fund shall have their salaries increased by an additional 1 percent (1% on -schedule) for the increased working time, with the understanding that the same daily work schedule will continue and these times included in the contract, as of the beginning of the 2019-2020 school year.

**ARTICLE 9**  
**TEACHING HOURS, WORK DAY AND WEEK**

- A. 1. The parties recognize the principle of a normal 40-hour work week, exclusive of lunch.

It is mutually recognized by all parties that the principle of the 40-hour normal work week cannot be interpreted literally. Nothing contained herein prohibits or limits the right of the Board from assigning duties normally associated with the teaching profession except as otherwise agreed upon in this Agreement.

It is the responsibility of each individual teacher/ancillary staff, as well as administrators and Board members, to strive for the highest quality educational program possible for the children of this school community. Inherent in such a commitment is the requirement for adequate lesson planning and guidance for the reference by a substitute teacher.

2. The starting and dismissal times for students shall be mutually agreed upon. It is understood that starting and dismissal times are subject to modification by state statute or other external legal authority.
3. School start and dismissal times are listed in Schedule C. The regular teacher's work day will begin ten (10) minutes before the school start times and will end ten (10) minutes after the dismissal times, except for Edison Max and Jardon.
- B. 1. The Administration may determine to have as many as eight (8) regularly scheduled full staff meetings to deal with curriculum and programs on a periodic basis. Seven of the eight staff meetings shall be scheduled by September 30th announced in advance; all shall commence after student dismissal time, will extend beyond the regular teacher dismissal time not more than 60 minutes, and will not be scheduled on record days. \*(LOA President Release Time agreement 2017-2018, modified 4/12/18 and with this agreement). One of these eight full staff meetings must be scheduled either on Institute day (August 26, 2019) or the first day of school during contractual hours.

It is further agreed that from time to time a small group(s) and/or an individual teacher/ancillary staff may be requested to meet with the Administration after school hours to accommodate operational procedures.

2. Teachers may be requested to attend district-wide curriculum meetings on a monthly basis after the close of the school day.
3. On any day or occasion that school is dismissed for purposes of professional improvement activities, attendance of teachers at such programs shall be required. Failure to be so involved shall result in loss of pay for the day or days involved for any teacher present for the school day, excepting sick or personal day use.
4. It is agreed by the Association and the Board that good public relations is necessary in all community activities and, therefore, recognize that teacher attendance at PTA meetings shall be of such nature as to adequately reflect the relative value of the parent-teacher relationship.
5. It is further agreed that teachers will be required to attend an annual open-house type meeting, but that attendance at all PTA meetings shall be at the option of the teacher/ancillary staff. Sick leave for not attending the open-house type

meeting will result in a half-day sick day deduction.

- C. 1. All regular teachers/ancillary staff shall have a duty-free lunch period between the hours of 11:00 a.m. and 2:00 p.m. of the following lengths.
    - a. Elementary schools — thirty-five (35) minutes.
    - b. Junior high school— the regularly scheduled lunch period, but in no event less than thirty-five (35) minutes.
    - c. Senior high school — the regularly scheduled lunch period, but in no event less than thirty-five (35) minutes.
  - 2. A. High school and junior high school teachers/ancillary staff will, in addition to their lunch period, have a preparation period of one class period each day. Teachers/ancillary staff who substitute during their planning and conference period shall be reimbursed at extra hourly rate, but in no event less than the starting substitute rate. Substitute arrangements shall be made by the principal on a rotating basis. Insofar as possible, administrators will not infringe on teachers planning and conference time.
  - 3. The administration may request that a junior high or high school teacher accept an additional class on their planning time. If the teacher accepts, teachers will be paid the prorated equivalent of an additional class period.
  - 4. In the event that a teacher at the high school is assigned more than three preps, the union may request to meet with administration to discuss ways to alleviate the situation.
  - 5. The Board agrees to provide 150 minutes per week planning and conference time for elementary teachers/ancillary staff. The time shall be scheduled to include thirty (30) minute blocks of time no less than 1 per day. Time will be provided to the extent possible by the utilization of special subject teachers.
  - 6. Teachers/ancillary staff on a fractional contract will receive a corresponding pro-rated portion of the planning and conference time noted above.
  - 7. Teachers/ancillary staff shall not be asked to substitute for absent teachers except: 1) in the case of an emergency, 2) where needed to accommodate professional development for bargaining unit members, provided that the professional development was scheduled and entered at least fourteen (14) days in advance. An emergency shall be defined as a period of time when a teacher is unable to be at his/her teaching station and the administration has attempted and is unable to provide a substitute teacher. Insofar as is practical, substitution shall be rotated. Those teachers/ancillary staff required to substitute shall be paid at the extra hourly rate for each class period.
- D. The teachers recognize their responsibility to their students and their profession requires the performance of duties that involve the expenditure of time beyond that of the normal working day, including preparation for and supervision of extracurricular student activities and functions. Assignment to such duties or activities shall be only on a voluntary basis. In cases where the principal is not able to cover an extracurricular activity with volunteers, he or she may assign teachers who have not volunteered as yet that year, with a limit of one assigned activity per year per teacher. Teachers who have volunteered are exempt from

assignments.

E. The agreed upon items of this article may not be construed as an instrument to coerce willing teachers/ancillary staff to desist from voluntary activities beneficial to their students.

F. Parent-Teacher Conferences

1. Up to TWO days per year may be used for parent-teacher conferences.
2. When evening hours are selected for conferences, teachers shall participate and shall be given equivalent released time as established on the calendar (refer to Schedule C).
3. a. Evening parent-teacher conferences are considered a half day of work. If a member calls in sick on a day that includes evening parent-teacher conferences, the personal sick bank of that person will be charged 1.5 days - which includes the full day of work and the evening conferences. If a member has a conflict (college courses, personal business) and can be present for the school day and is not present for evening conferences, the personal sick bank will be charged 0.5 sick days and this will not count as personal business. School events, such as sporting events, are not subject to sick bank deduction. Teachers are not asked to make-up conferences in person, but do agree to follow up with parents who sign a sheet placed on the absent teacher's table.  
b. If a teacher calls in sick on a day that teachers are released in the afternoon as compensation for the parent teacher conference evening, the sick bank will have 0.5 days deducted because only a half day of work is missed.

G. Teacher In-Service

1. Teacher/ancillary staff input is desired in planning and conference in-service activities. It is generally understood that program development will recognize objectives of mutual educational concern.
2. For Records Days, elementary teachers/ancillary staff refer to Schedule C, School Calendar. Secondary teachers' Records Day will be at the end of the twentieth week, but subsets of the staff may exercise their individual options to use the time for staff development activities by mutual agreement with the principal. Teachers may work from home during all scheduled records half days.
3. Two of the half days for Professional Development will be "teachers choice"; with respect to Teachers Choice Professional Development Days, Professional Development activities approved by the Director of Curriculum. Staff may provide suggestions for professional development at least 30 days in advance.

H. See Schedule C for exact school year calendars.

**ARTICLE 10**  
**TEACHING CONDITIONS**

- A. The parties recognize that the availability of optimum school facilities for both student and teacher is desirable to insure the high quality of education that is the goal of both the Association and the Board. They recognize further that facilities should be designed to meet the needs of the educational program.
- B. Each school will have the following facilities:
  - 1. An appropriately furnished room to be used for the exclusive use of the staff.
  - 2. A cot should be provided for the exclusive use of teachers/ancillary staff: One (1) cot, elementary schools; two (2) cots, junior and senior high schools.
  - 3. Clean staff restrooms.

## ARTICLE 11

### CLASS SIZE

#### A. Elementary Philosophy

Class load will be kept at a minimum within the economic ability of the District and the availability of space. Twenty-five (25) pupils are recognized as a desirable class load for effective teaching and learning. In some special classes, a lower number of pupils is desirable, while in other cases a larger number can be accommodated.

Average building class size	28 pupils
Maximum regular class size	30 pupils
Maximum split-class size	28 pupils

1. Whenever any class assignment in an elementary classroom exceeds thirty (30) pupils, the teacher/ancillary staff shall be paid, at the end of each semester, one of the following amounts:
  - a) \$300 if the regular class size reaches thirty-one (31) during the semester; or
  - b) \$600 if the regular class size reaches thirty-two (32) during the semester.
  - c) In no event shall regular class size exceed thirty-two (32).
  - d) Ten school days will be allowed at the beginning of the school year on a) and b) above to allow class sizes to stabilize.
2. After 10 school days, if any class at the elementary level exceeds thirty (30) students for less than 120 minutes per day, the administration agrees, after the teacher/ancillary staff submits appropriate documentation, to reimburse the teacher/ancillary staff on a prorated basis. This prorated reimbursement will be determined by dividing the contractual amount (\$300 for the thirty-first student and \$600 for the thirty-second student) by the number of instructional days in the semester. This amount will then be multiplied by the number of days that the class exceeds thirty (30) students. At no time will the amount of reimbursement exceed the contractual limits of \$300 for thirty-one (31) students and \$600 for thirty-two (32) students.
3. Experimental programs affecting class size are entirely voluntary on the part of the teacher/ancillary staff and, unless expressly part of this experiment, are to be defined as regular class size under the provisions of this Agreement.
4. Assignment of students to classes in the elementary schools for the following year shall be done by the principal and teachers/ancillary staff.

#### B. High school and Junior High School class size

1. If any teacher in a core curriculum class defined in the District as social studies, science, mathematics and language arts exceeds thirty-three (33) students per class, at the end of the 10th week of the semester, the teacher shall be paid \$50 for each student in excess of thirty-three (33). There shall be an appeal process made to the principal if any teacher has an excess of thirty-three (33) students but fails to qualify at the end of each 10-week period or semester.

## **ARTICLE 12**

### **TRANSFERS AND VACANCIES**

- A 1. Every possible effort should be made to provide conditions that will encourage good teachers to remain in the classroom teaching. However, those teachers/ancillary staff who do desire administrative positions should be assured that they will receive fair consideration when vacancies occur.

Whenever any professional vacancy on the Administrative and Supervisory Salary Schedule shall occur, the Board will publicize the same during the school year in a bulletin to all staff members and will include a general statement of the duties and qualifications. During the months of July and August, written notice of such vacancy will be given to the Association, including a general statement of the qualifications required. No vacancy will be filed within fifteen (15) days from the date of distribution of the Superintendent's bulletin or the giving of the notice to the Association.

2. Any teacher/ancillary staff may apply for such vacancy. In filling such vacancy, the Board agrees to give major consideration to the professional background and attainments of all applicants and the length of time each has been in the Hazel Park School District. Other personal and professional factors will also be considered. The parties recognize that while the Board will continue to adhere to its practice of promotions from within its own teaching staff/ancillary staff, it may, on occasion, go outside the District to hire personnel of highly specialized or outstanding talents. Notices of openings in coaching positions will be posted a minimum of fifteen (15) days prior to assignment award.

B. Transfers and Reassignments

1. Requests by a teacher/ancillary staff for a transfer to a different assignment within the building shall be made in writing to the building principal. The application shall set forth the reasons for the reassignment and the academic qualifications. Requests for reassignment shall be renewed once each year to assure active consideration.
2. Requests by a teacher/ancillary staff for a transfer to a different building shall be made in writing to the Superintendent's office. The application shall set forth the reasons for the desired transfer, including the school, grade or subject sought. The applicant's academic qualifications should also be included in the application. Requests for transfer shall be renewed once each year to assure active consideration.
3. Notice of transfer will be given to teachers/ancillary staff as soon as practicable.
4. If a teacher/ancillary staff is transferred to a non-unit supervisory or executive position and is subsequently returned to a position in the negotiating unit, he/she will, upon his/her return, remain continuously in the negotiating unit.

## ARTICLE 13

### PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS

- A. The Board establishes as minimum requirements for initial employment of teachers/ancillary staff the possession of a Bachelor's Degree and Michigan Elementary or Secondary Provisional Certificate or the equivalent. If it is necessary to deviate from this policy, the deviation will be in accord with the Michigan Department of Education regulations.
- B. Teachers/Ancillary staff other than newly appointed and substitute teachers will be notified of their tentative programs for the coming school year, including the schools to which they will be assigned, the grades and/or subjects that they will have, prior to the close of the school year.
- C. In order to assure that pupils are taught by teachers/ancillary staff working within their area of competence, teachers/ancillary staff will not be assigned, except temporarily and/or for good cause, outside the scope of their teaching certificates and/or their major or minor fields of study.
- D. Anyone who chooses to take the MTTC test in order to be considered highly qualified shall be reimbursed for half of the cost after showing documentation that she/he successfully passed the test.
- E. Extra Hourly Assignments
  - 1. Teaching positions in an extra hourly assignment will be filled first by qualified teachers/ancillary staff regularly employed in the Hazel Park School System.
  - 2. Teacher/Ancillary staff employment in an extra hourly assignment shall be based on the following factors and ranking of said factors:
    - a. Highly qualified status and effectiveness rating
    - b. Seniority within the assignment.
    - c. If two (2) or more ancillary staff are equal in regard to 'a' & 'b' above, then seniority within the elementary, junior high and high school levels will prevail.
  - 3. Application by regularly employed teachers/ancillary staff for an extra hourly assignment will be filed with the Superintendent or his/her designee, and such application will be renewed by the teacher/ancillary staff for each subsequent session.
  - 4. Extra hourly rate: \$27
  - 5. a. Extra hourly assignments shall include summer school, funded after school homework programs, training and assignments or programs approved by the Superintendent or designee. The above pay schedule also includes subbing on the preparation period.
    - b. Teaching programs which require teacher-planned lessons, such as summer school, will include payment for planning time.

6. The provisions of this agreement will not apply to persons employed solely in extra hourly assignments, except as otherwise set forth herein.

#### H. Teacher Tenure Policy

1. Continuing Contracts: All teachers who have obtained tenure and ancillary staff who have been employed in the District for more than four (4) years are given a continuing contract.
2. Probationary Contracts: New teachers/ancillary staff hired into the System shall be considered probationary teachers/ancillary staff as long as required by Michigan law. New teachers/ancillary staff who had attained tenure in another Michigan district shall be considered probationary for two years. When teachers/ancillary staff are placed on continuing tenure, they shall be entered on the seniority list as of the date they began their duties as a teacher/ancillary staff. A teacher's/ancillary staff's rating shall not be affected by his or her sex, race, religion, marital status, sexual orientation or dependents.
3. Coaching Teachers/Ancillary staff: A teaching coach shall be assigned to every probationary teacher/ancillary staff upon entrance of the teacher/ancillary staff into the system. The "teaching coach" insofar as possible shall be a tenure teacher with a minimum of five (5) years' teaching experience and shall be engaged in teaching with the same building, or discipline as the probationary teacher/ancillary staff. It shall be the duty of the teaching coach to assist and counsel the probationary teacher/ancillary staff in acclimating to the teaching profession and the school system.
  - a. Every effort should be made to match the coach and probationary teacher/ancillary staff in terms of compatibility, personality and teaching philosophy.
  - b. It should be made clear to all coaches that remarks made to him/her shall be considered as having been said in confidence. These remarks shall remain confidential, unless the welfare and/or safety of a student and/or school facility are involved.
  - c. If the coach and the probationary teacher/ancillary staff are incompatible, either party should have the right to request a change. Every effort should be made to honor such a request without prejudice to either party.

## ARTICLE 14

### SENIORITY

- A. Seniority is defined as the length of ***unbroken service*** performed as a bargaining unit member in the employ of Hazel Park Schools. (***Unless a teacher/ancillary staff retires, resigns, is terminated and does not regain the position, or transfers to a non-bargaining unit position, service is considered unbroken.***)
- B. Seniority shall accrue during continuous periods of employment and while on leave as provided for in the following and shall be computed from the teacher's/ancillary staffs' first day of employment which is the first day of work. If the first day is a holiday, said day is the first day of work.
- C. In the event that two or more teachers/ancillary staff share the same first day of employment, the following data will be used to break ties:
  1. Earliest verified contract signing date.
  2. Earliest prior verified employment as a bargaining unit member in Hazel Park.
  3. Earliest prior verified employment as a substitute in Hazel Park.

If Step No. 1 breaks the tie, Step No. 2 will not be used. If Step No. 2 breaks the tie, Step No. 3 will not be used.

- D. Administrators shall retain seniority rights only for those years in which they were earned as a teacher/ancillary staff in Hazel Park.
- E. The Board and the Association shall mutually review and prepare seniority and certification lists by November 15th of each year.

**ARTICLE 15**  
**LAYOFF AND RECALL**

**A. Ancillary Staff Reductions in Personnel, Seniority, and Recall**

If for any reason the Board anticipates a reduction of ancillary staff, it shall, prior to taking formal action, consult with the Association to receive recommendations regarding priorities and procedures to be followed.

In cases requiring a reduction of the ancillary staff work force, the order of reduction shall be:

1. Temporary ancillary staff
2. Probationary ancillary staff
3. According to seniority, certification and ability, in that order. If a position cannot be filled with an ancillary staff in accordance with seniority, the ancillary staff with the next highest seniority shall be retained. If equally qualified by seniority, certification, in that order, demonstrated ability to perform shall take precedence.
4. In case of layoff, bargaining unit members so affected shall gain seniority accrual benefits for the first year after layoff. This provision would not apply if the ancillary staff should, during this same time period, gain seniority in another teaching bargaining unit. A laid-off Association member shall be considered laid off until he/she is reinstated in the District.
5. The District shall strive to provide ancillary staff notification of reduction of staff by April 30th. In all cases the District shall give 20 calendar days notice of layoff prior to the end of the school year.
6. Refusal of an offer from the Board of a position for which the laid-off bargaining unit member is certified/licensed, or failure to respond within fourteen (14) days of the receipt of a written offer of a position made by the Board, shall be cause for termination.
7. Notification of a recall shall be in writing with a copy to the president of the Association. The notification shall be delivered in person or sent by certified mail to the bargaining unit member's last known address. It shall be the responsibility of each bargaining unit member to notify the Board of any change in address.
8. A laid-off Association member shall be, upon application, considered for priority status on the District substitute teacher list.
9. Laid-off Association members shall be recalled to the first vacancy for which they are certified and highly qualified in reverse order of layoff.

**B. Teachers Reductions in Personnel, Seniority, and Recall**

In case of layoff, bargaining unit members so affected shall gain seniority accrual benefits for the first year after layoff. This provision would not apply if the teacher should, during this same time period, gain seniority in another teaching bargaining unit.

## **ARTICLE 16**

### **ANCILLARY STAFF EVALUATION**

#### A. Teacher Observation and Evaluation

##### 1. Philosophy

The Board shall establish a teacher evaluation tool that includes ratings of “Highly Effective,” “Effective,” “Minimally Effective” and “Ineffective” and is in accordance with the law and in consultation with the Association. For ancillary staff, the same tool will be used. All administrative monitoring, observations, and evaluations of the work performance of an ancillary staff member shall be conducted openly.-In any event, the intent of timely consultation will be maintained. Under no circumstances will the Administration request an ancillary staff to assist another and then use these observations as evaluations or testimony.

##### 2. Formal Evaluation

- a. A formal evaluation for all members shall be written on the same standard performance report form in use at the time the evaluation is completed. The rubric for evaluation will not be included in the personnel file, but the final ‘educator effectiveness rating’ must be included.
- b. The performance of ancillary staff with less than five years in the district will be observed and a written evaluation prepared at least three times each school year at least 60 calendar days apart. The principal or his/her designee will confer with the staff member after each such evaluation.
- c. The performance of a tenured teacher / ancillary staff shall be observed and a written evaluation prepared at least once each school year covering only that school year. The principal or his/her designee will hold a conference with the tenure teacher/ancillary staff after each such evaluation.
- d. It is recommended that any ancillary staff being placed on an IDP be so notified on or before June 1 of that school year.

##### 3. Informal Evaluation

- a. An informal evaluation is any administrative judgment about an ancillary staff’s performance other than those which are part of the formal evaluation report and which is reduced to written form and enclosed in the ancillary staff’s personnel file.
- b. An informal evaluation shall be derived from, but not necessarily limited to, the following:
  1. Direct administrative observation.
  2. Direct administrative discussion with the ancillary staff.
  3. Legal documents such as affidavits, warrants, court orders, findings and proceedings.
  4. Signed and verified letters and statements by parents.
  5. Indirect information of a positive nature about an ancillary staff based upon extra activities or programs in which he/she may participate.
  6. True and factual oral reports from parents where the identity, truth and factualness are verified.

## **ARTICLE 17**

### **TEACHER DEVELOPMENT**

#### **Recommended Hazel Park Schools Individualized Development Plan (IDP) Procedures and Guidelines**

The IDP has been developed for the following purposes:

1. To comply with Tenure Act requirements.
2. To allow for self-evaluation.
3. To help administrators and teachers/ancillary staff communicate about common concerns and work together for professional growth.

The following procedure is to be followed for teachers/ancillary staff:

1. Recommendations for non-tenured teachers:
  - By no later than the third week of school, each teacher will be given a blank copy of the form and a copy of the IDP checklist (see Page 67) that will be used.
  - By no later than the third week of school, each teacher will have been assigned a Coach who will act as a Mentor during the probationary period.
  - By no later than November 15th, the building principal will meet with each teacher to mutually determine and agree upon IDP checklist areas of concentration for the year.
  - The final evaluation must include an assessment of the teacher's progress in meeting the goals of the IDP.
2. For all tenured teachers:
  - For any teacher determined to be performing less than 'effective', instead of the checklist, a detailed, written, and individually customized IDP may be written for that teacher based on the evaluation form topic areas. Additional observations and written evaluations will be utilized and the final evaluation will include an assessment of the teacher's progress in meeting the goals of the IDP consistent with state law. Ancillary staff may be placed on an IDP if deemed necessary.
3. For ancillary staff:

For any ancillary staff determined to be performing less than satisfactorily, instead of the checklist, a detailed, written, and individually customized IDP may be written for that ancillary staff. Additional observations and written evaluations will be utilized and the final evaluation will include an assessment of the ancillary staff's progress in meeting the goals of the IDP consistent with state law.

## **ARTICLE 18**

### **UNION REPRESENTATION**

A. The Board and the Association agree that from time to time it may be necessary to discipline or reprimand an ancillary staff member and that such discipline or reprimand will be for just and reasonable cause. Teachers must not be disciplined or reprimanded in a manner that is arbitrary and/or capricious.

1. Observed events which are considered seriously questionable, assumed very unsatisfactory, need immediate clarification and/or interpretation, shall be brought to the ancillary staff's attention by the close of the ancillary staff's next scheduled work day.
2. All communications including evaluations and observation statements made by Hazel Park administrators, commendations, and complaints directed toward an ancillary staff which are included in the personnel file shall be called to the ancillary staff's attention at the time of the inclusion and offered to said ancillary staff for signature of acknowledgment, which shall be attached to the filed statement. Direct communication that is to be enclosed in the ancillary staff's personnel file shall clearly indicate that a copy is being enclosed in the ancillary staff's personnel file (copy to Personnel File). Teachers/ancillary staff have the right to prepare an answer to all direct communications, and it shall be attached to the filed copy and given such distribution as is appropriate.
3. Any complaint regarding an ancillary staff made to the Administration, which is to be enclosed in the ancillary staff's personnel file, shall be brought to the attention of the teacher/ancillary staff within three (3) working days of the complaint and the complainant identified.
4. The Administration is free to ignore any complaint which it chooses because it judges the complaint to lack merit or is too old to merit consideration. If the Administration decides to investigate a complaint prior to making its judgment, said investigation shall be completed within five (5) working days. If, at the end of five (5) working days, the investigation is not complete, the ancillary staff in question shall be informed that the investigation is in progress. and an additional ten (10) working days shall be allowed to continue the investigation. If, at the end of the extension, the investigation is still not complete, the ancillary staff in question shall meet with an HPEA representative and the Superintendent or designee. If the complainant refuses to identify himself/herself, his/her complaint shall not be enclosed in the ancillary staff's personnel file.

Until formal action has been initiated, such information shall be held in total confidence between the Board and the Association.

5. Each teacher/ancillary staff shall have the right, upon reasonable notice, to review the contents of his/her own personnel file maintained at the individual's school or at the central personnel office, except materials deemed confidential by his/her college or university or materials that were used in the initial employment of the teacher/ancillary staff. These references shall be removed in the presence of the teacher's/ancillary staff's designated representative prior to the teacher/ancillary staff reviewing his/her file. A witness or advisor of the teacher's/ancillary staff's choice may, at the teacher's/ancillary staff's request, accompany said

teacher/ancillary staff in this review. The file review shall be made in the presence of the administrator-in-charge or his/her representative responsible for the safekeeping of the files.

6. All entries into the file which by the nature of their content might be used against the staff, must be presented to the staff personally who should sign the document in recognition of the presentation. Signature by the staff does not necessarily mean agreement with the contents of the entry.

7. No polygraph or lie detector device shall be used in any investigation of any staff unless requested by the staff.

8. A teacher/ancillary staff shall, at all times, be entitled to have present a representative of the Association when he/she is being investigated for any infraction of discipline or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the teacher/ancillary staff until such representative of the Association is present (**see Article 19, paragraph 14**).

## **ARTICLE 19**

### **GRIEVANCE PROCEDURE**

#### **A. Definitions**

1. A "grievance" is a claim based upon an event or condition which affects the welfare or conditions of employment of a teacher/ancillary staff or group of teachers/ancillary staff and/or arising from the language of this Agreement or an alleged breach thereof, Complaints and grievances arising out of the working agreement shall be processed through the grievance procedure hereinafter set forth.
2. An "aggrieved person" is the person or persons making the complaint, either individually or through the Association.
3. A "party in interest" is the person or persons making the claim and/or any person who might be required to take action or against whom action might be taken in order to resolve the grievance.
4. The term "days" when used in this section shall, except when otherwise indicated, mean working school days.
5. The Association Grievance Committee shall hereinafter be referred to as the Professional Rights and Responsibilities Committee.

#### **B. General Principles**

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances which may from time to time arise. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. It shall be the firm policy of the Board to assure every ancillary staff an opportunity to have the unobstructed use of this grievance procedure without fear of reprisal or without prejudice in any manner to his/her professional status with just cause. For teachers, the standard of treatment is arbitrary and/or capricious.
3. Any aggrieved person may be represented at all meetings and all hearings at all levels of the grievance procedure by another teacher/ancillary staff or by another person provided, however, the aggrieved person may in no event be represented by an officer, agent, or other representative of any teacher organization other than the Hazel Park Education Association and that the Association shall have the right to be present and to state its view at all levels of the grievance procedure after the first level.
4. Nothing contained herein will be construed as limiting the right of any teacher/ancillary staff having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement.
5. The failure of an aggrieved person to proceed in the next step within the time limits set forth shall be deemed to be an acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the particular grievance; provided, however, that in the event new facts are obtained which were not previously known to him/her, but which, if they had been known, may have influenced the disposition of the grievance, the presentation of such

information to the parties in interest shall constitute grounds to reopen the grievance procedure at that level at which it had been terminated. Provided further, that in the event a decision has been rendered in a grievance and such decision has not been implemented or has been violated, the presentation of such evidence to the parties in interest shall constitute grounds to reopen the grievance at that level at which it had been terminated.

6. If, in the judgment of the Professional Rights and Responsibilities Committee of the Association, a grievance affects a group or class of teachers/ancillary staff, the Committee may process such a grievance in writing to the Superintendent directly; and the processing of such a grievance shall be commenced at level four.
7. The failure of an administrator at any step to communicate his/her decision to the teacher/ancillary staff within the specified time limits shall permit the teacher/ancillary staff and/or the Professional Rights and Responsibilities Committee to proceed to the next step.
8. It shall be the general practice of all parties in interest to process grievance procedures during such times as to not interfere with regular assigned duties. Provided, however, in the event it is mutually agreed by the aggrieved person, the Association and the Board to hold proceedings during the regular working hours, any teacher/ancillary staff engaged during the school day in negotiating on his own behalf, or in the behalf of the Association, with any representative of the Board, or participating in any level of the grievance procedure, including mediation, shall be released from regular duties without loss of salary.
9. It is important that grievances be processed as rapidly as possible. The number of days at each level should be considered as maximum, and every effort should be made to expedite the process. Provided, however, in the event a grievance is filed on or after June 1 which, if left unresolved until the beginning of the following school year could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is possible.
10. Forms for filing grievances, serving notices, making appeals, making reports and recommendations, and other necessary documents that have been approved by the Board and the Professional Rights and Responsibilities Committee shall be printed and given appropriate distribution by the Board so as to facilitate operation of the grievance procedure. Instruction and sample forms shall be included in the faculty handbook.
11. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
12. The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:
  - a. Any claim or complaint covered by the Teacher Tenure Act (Act 4, Public Act, Extra Session, 1937, Michigan amended).
  - b. Any claim or complaint based upon an action taken by the Board and/or their

representative which was required of them by law.

13. Response time conditions at any procedural level may be extended by mutual agreement.
14. When any member is notified to meet with a principal because disciplinary action may take place, the building representative shall be contacted. A teacher/ancillary staff shall at all times be entitled to have a representative of the HPEA present when the teacher/ancillary staff is being warned, reprimanded or disciplined for any alleged infraction of discipline or delinquency in professional performance. Any such warning, reprimand or disciplining shall be done in a private meeting.

When a request for such representation is made, no action shall be taken with respect to the teacher/ancillary staff until a representative of the HPEA is present. The representative of the HPEA shall not delay being present beyond thirty (30) minutes following the close of the school day for students. However, if it is not possible for the representative of the HPEA to be present on the day of the meeting, then the representative shall meet with the parties as soon as possible the following day.

In matters of criminal allegations, the Uniserv director shall be contacted immediately. In a situation that is not an emergency, the teacher/ancillary staff will be able to request a person that she/he wishes to see as the representative for her/him. At that time, a mutually agreed upon meeting date will be set.

## C. Procedure

### 1. Level One

A teacher/ancillary staff with a grievance will first discuss it with his/her principal or immediate superior, either directly or through the Association's School Representative, with the objective of resolving the matter informally. A teacher/ancillary staff having such a complaint is expected to bring the matter to the attention of his/her immediate supervisor and request an information meeting to discuss the problems no later than ten (10) days after the event or occurrence, which is when the basis of the complaint becomes known to him/her.

### 2. Level Two

In the event the complaint is not satisfactorily resolved, the aggrieved person may invoke the grievance procedure by giving notice to his/her immediate supervisor or principal, the Superintendent and the Association, in writing, on approved grievance forms. It is expected that such notice will be filed not later than six (6) days after the informal discussion required under Level One. Within six (6) days of receipt of the written grievance, the aggrieved person's immediate supervisor or principal shall state his/her decision relative to the grievance in writing, together with the supporting reasons thereof, and furnish one (1) copy to the aggrieved person and two (2) copies to the chairperson of the Professional Rights and Responsibilities Committee.

**3. Level Three**

If the aggrieved person desires to appeal the decision of the immediate supervisor or principal, he/she shall file the grievance with the Professional Rights and Responsibilities Committee of the Association within six (6) days after receipt of such decision. An Ad Hoc Committee, as designated by the Professional Rights and Responsibilities Committee, shall, within six (6) days, make a judgment on the merits of the grievance. If the Ad Hoc Committee decides the grievance lacks merit, it shall give written notification to the aggrieved person. As far as the Association is concerned, this matter is terminated and the Association shall furnish such notice of its decision to the aggrieved person's principal or immediate supervisor. If the Ad Hoc Committee decides the grievance has merit, it shall promptly refer such grievance to the Superintendent of Schools.

**4. Level Four**

The Superintendent or his/her designee will represent the Administration at this level of the grievance procedure. Within six (6) school days after receipt of the written grievance by the Superintendent, the Superintendent and/or his/her designee will meet with the aggrieved person and the Association in an effort to resolve it. Within six (6) days after the meeting, the Superintendent of Schools and/or his/her designee will issue in writing his/her answer to the aggrieved person and the Association. Witnesses may be presented at this level.

**5. Level Five**

If the aggrieved person or the Association is not satisfied with the disposition of his/her grievance at Level Four, he/she may file the grievance in writing with the chairperson of the Professional Rights and Responsibilities Committee within six (6) school days after a decision by the Superintendent. Within six (6) school days after receiving the written grievance, the chairperson of the Professional Rights and Responsibilities Committee may refer the issue to the bargaining teams of the Administration and the Association. The bargaining teams or a subcommittee of the bargaining teams will meet to resolve the issue. The bargaining teams may elect to mediate the dispute.

**6. Level Six**

If the decision of the bargaining teams is not satisfactory to the Association, the grievance may be submitted to arbitration before an impartial arbitrator selected by the parties. If the parties cannot agree as to the arbitrator within ten (10) days, he/she shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration hearing. The arbitrator shall have no power to alter, add to, or subtract from, the terms of this Agreement. 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.

**7. If any ancillary staff for whom a grievance is sustained shall be found to have been unjustly discharged, he/she shall be reinstated with full reimbursement of all professional compensation lost.**

**8. The costs of any arbitration under this Article shall be shared equally by the Board and the Association.**

9. There shall be one (1) teachers' representative for each school building, selected by the Association (or an alternative if the building representative is absent) who shall be designated the official representative of the Association for the teachers/ancillary staff in that building. An updated listing shall be submitted periodically to the Superintendent.

D. Suspension of Timelines

The Association and Administration agree to an automatic suspension of all grievance timelines each year, from the end of the school year in June to the beginning of the next school year unless agreed on by both parties.

## ARTICLE 20

### PAID LEAVES OF ABSENCE

#### A. Sick Leave

1. All teachers/ancillary staff will be granted a total of twelve (12) days absence (**see Article 28 for State Mandated Extended School Year Program Teachers**) each year without loss of salary subject to the following:
  - a. The entire twelve (12) days (**see Article 28 for State Mandated Extended School Year Program Teachers**) allowance may be used for personal illness, serious illness in the family, quarantine, religious holidays or tragedy.
  - b. Not more than five (5) of the twelve (12) days (**see Article 28 for State Mandated Extended School Year Program Teachers**) may be used for death or family illness, except as specified above in A(1)(a).
  - c.
    - i. Not more than three (3) of the twelve (12) days (**see Article 28 for State Mandated Extended School Year Program Teachers**) may be used for personal business. The application will be submitted through AESOP. Whenever possible, the application for the personal business day should be submitted at least three (3) days **PRIOR** to the date requested. A personal business day shall be further identified as being a day to be used for pressing personal business that must be taken care of on a school day.
    - ii. Personal business days that are taken immediately preceding or immediately following a school holiday are subject to full salary deduction.
  - d. In the case of extenuating circumstances, additional personal day(s) and/or unpaid days may be approved on a case-by-case basis by the Superintendent. The award or denial of additional days is at the sole discretion of the Superintendent and are non-grievable.
2. At the end of each year, the unused portion of the twelve (12) days (**see Article 28 for State Mandated Extended School Year Program Teachers**) shall become cumulative and shall be added without limitation to any previous accumulation. Absences for approved reasons shall be with pay within the limits of provisions set forth above.

If a teacher/ancillary staff uses any combination of personal sick days and maximum sick bank allocation equivalent to the LTD waiting period, unless the teacher/ancillary staff still has remaining personal sick days at that point, the teacher/ancillary staff shall either take an unpaid sick leave or go on LTD. Teacher/Ancillary staff insurances shall extend throughout the course of the related school year.

A written doctor's statement shall be requested as a basis and/or requisite for payment of all extended sick leave benefits.

#### B. Adoptive Leave

A teacher/ancillary staff may utilize a maximum of twenty (20)-days from his/her personal sick bank to accomplish the adoption of a minor child on the following

conditions:

1. Adoptive leave must be used at the time of the adoption on consecutive work days within one school year.
2. The Master Agreement between the Board and the Association allows for the adoptive leave to be paid by using a maximum of twenty (20) personal sick bank days thus enhancing the benefits provided under FMLA. Therefore, no FMLA time will be charged or will run concurrently with the time of the adoptive leave itself.
3. The adoptive leave may be used in conjunction with such unpaid leaves as a family leave, maternity leave or voluntary leave as allowable under the provisions of FMLA.

C. Sabbatical Leave

The Board shares with the professional staff its interest in and commitment to continuous improvement in teaching competence. Because of this mutual concern, the Board is extending to the staff the privilege of sabbatical leave.

Sabbatical leave of absence may be granted to members of the professional staff of Hazel Park Public Schools subject to the approval of the Board upon the recommendation of the Superintendent of Schools when in their considered judgment the professional competence of the staff member and the general welfare of the public schools will be benefited.

The exact provisions of the sabbatical leave shall be those in existence in the 1983-84 master agreement (herein incorporated by reference) and shall remain on file in the principal's office in each building, as well as the administrative offices of the Assistant Superintendent.

D. Other Paid Leaves

1. Jury Duty: bargaining unit members serving on jury duty must submit the jury summons to the building principal or supervisor to verify service time. They will be charged a sick day for every school day that they miss. The sick days will be reimbursed in full when the bargaining unit member submits the jury duty paycheck, indicating service time, to the payroll department. The jury duty paycheck will determine the service time.

If members are dismissed from jury duty after a half day of service, they will call the building principal to ask if they need to report to work. If the principal determines that they are not needed at work, a sick day will be reimbursed in full upon submission of the jury duty paycheck. When returning to work, a 35-minute lunch and drive time will be considered.

2. Religious holidays and U.S. Federal Holidays shall be approved in advance by the Superintendent and shall be treated as a deduction from sick leave as a personal business day. Application shall be made on AESOP.

**ARTICLE 21**  
**UNPAID LEAVES OF ABSENCE**

- A. The Board agrees to grant, whenever possible, requests for voluntary non-paid leaves of absence as described in this Master Agreement to Association members who make such requests.
- B. Leave of Absence without Pay
  - 1. At the discretion of the Board and upon the written request of the teacher/ancillary staff, it shall be the policy of the Board to grant leaves of absence without pay for health, maternity, family, study, voluntary purposes, research, travel, foreign teaching, military service and government volunteer programs or other professional and Association endeavors.
  - 2. Eligibility for any kind of leave of absence, except military service, pregnancy disability, maternity or \*FMLA, is conditioned upon satisfactory record of at least two (2) years of continuous employment in the school system.
  - 3. A second leave, or an extension of any type of leave, may be granted by the Board only upon the recommendation of the Superintendent.
  - 4. Teachers/Ancillary staff shall be granted seniority accrual for up to one (1) full year of leave and a guarantee of ancillary staff members right to return to the position vacated. These provisions shall apply only and exclusively to one (1) year leaves of absence. In the event that any leave goes beyond a three (3) year period, a teacher/ancillary staff shall be granted seniority accrual only for the first three (3) years unless otherwise mandated by law.
  - 5. At the expiration of any leave of absence, except \*FMLA, the teacher/ancillary staff shall be returned according to qualification and the law.  
Commitment to this return is directly contingent on due notice by March 1 of the year preceding intended return.
  - 6. The teacher/ancillary staff shall notify the Superintendent of Schools in writing of intention to return no later than March 1 of the leave year. Failure to provide such notice shall be the equivalent of resignation.
  - 7. All leaves of absence, except \*FMLA, shall be for a one (1) year period, unless otherwise stipulated. Leaves of absence, when granted, are with the understanding that the teacher/ancillary staff on leave shall not enter into a contract for professional employment as a K-12 educator unless otherwise agreed by both parties during the period for which the leave is granted. Exception to this rule is made only upon special action of the Board in individual cases and only under unusual circumstances. This position is based upon the premise that teachers/ancillary staff on leave are under continuing contract and cannot be employed under another contract simultaneously.

**(\*Also see Section 11, FMLA.)**

## C. Types and Specific Conditions

### 1. Health Leave

Upon recommendation of the Superintendent and of a physician, a health leave shall be granted up to a maximum of one (1) year plus any unfinished year, at the end of which time the teacher/ancillary staff must either return to duty or resign unless a special extension is granted. When the teacher's/ancillary staff's health permits their return to duty, they shall so notify the Superintendent in writing and submit a statement from their physician to be reviewed and approved by the school physician certifying their fitness to return to duty. The Superintendent shall give them an assignment no later than the beginning of the following year or sooner if a vacancy exists.

Leave of absence for a maximum of one (1) year plus any part of an unfinished year for illness in the immediate family may be granted upon written request of the teacher/ancillary staff and the recommendation of the Superintendent.

**(\*Also see Section 11, FMLA.)**

### 2. Pregnancy Disability Leave

Teachers may provide the Administration with notice of pregnancy at approximately the seventh month to indicate the intended dates of leave.

It is recognized by the medical community that teachers/ancillary staff who give birth are deemed disabled following the birth of their child and are in need of a specified recovery time. Under FMLA, this disability constitutes an unpaid leave of absence. The duration of the leave is dependent upon the type of delivery. Without complications, a teacher/ancillary staff who has a Cesarean delivery is allotted eight (8) weeks to recover and those who have a vaginal delivery are allotted six (6) weeks. Since the teacher/ancillary staff is classified as disabled for this recovery time, any sick days that have been accumulated to date by the teacher/ancillary staff shall be used concurrently with the pregnancy disability leave providing, in effect, paid days. The use of sick days during the pregnancy disability leave shall continue until the disability time, the FMLA leave and/or the teacher's/ancillary staff's personal sick bank is exhausted.

### 3. Maternity Leave\*

- a. The Board shall grant a leave of absence for maternity reasons, without pay, to any member of the bargaining unit upon written request for such leave.
- b. The maternity leave shall continue in effect at the teacher's/ancillary staff's option until the first or second September after the granting of the leave and such date shall be specified in notice to the Board. It is also the responsibility of the teacher/ancillary staff to notify the Board, in writing, of her intention to return at least two (2) months prior to the date of return. In the event of a termination of pregnancy other than a live birth before the leave begins, it shall be treated as any other illness; and the teacher/ancillary staff will return to work as soon as the physician permits. If the leave has already begun, the teacher/ancillary staff will be returned to the first vacancy for which she is qualified.

- c. Pregnant teachers/ancillary staff who do not wish to take a maternity leave of absence will follow the normal sick leave procedure.
- d. Under a maternity leave, there is no guarantee of a position upon return to work.
- e. Under a maternity leave, there is no insurance continuance.

**(\*Also see Section 11, FMLA.)**

#### 4. Family Leave

The Board will allow a family leave of absence to teachers/ancillary staff desiring time off to raise a family. Approved family leaves shall be for no more than five (5) years. In addition, the teacher/ancillary staff shall be responsible for annual notice to the Board indicating their desire to remain on leave for the following year and the intended future date of their return to employment. Notice and return information shall be submitted no later than March 1 annually. Failure to comply with this notice will be deemed valid grounds for leave termination.

When ready to return to employment, teachers/ancillary staff will deliver proper notice to the Board. Upon receipt of such notice, the Board will place their names on the waiting list of staff desiring reemployment. For ancillary staff when in sequential place of order their application becomes due to consideration for a position for which they are both qualified and certified, they will be rehired. The person will be rehired at the previous step and longevity will not accrue for leave years.

When family leave (five-year maximum) is combined with a maternity leave (two-year maximum), the combined leave period could extend to a total of seven (7) years.

#### 5. Leave for Study, Travel or Research

Leave for study, travel or research shall be granted for a maximum of one (1) year, provided that no more than three percent (3%) of the teaching personnel may be granted such leave in any one school year. Requests for such leaves shall be considered upon the basis of seniority, and only one (1) such leave shall be granted to any one teacher until all other requests for such leave have been disposed of.

#### 6. Military Leave

Military leave shall be granted to any teacher/ancillary staff requesting such leave in order to perform service in the Armed Forces of the United States. Upon return he/she shall be entitled to reassignment rights in the position he/she is vacating or one of like status and pay, provided:

- a. The position vacated is other than temporary.
- b. He/she is honorably discharged from the Armed Forces.
- c. He/she applies for reemployment within ninety (90) days after discharge or from hospitalization continuing after discharge for a period of one (1) year.
- d. He/she is still qualified to perform the duties of the position. All provisions shall be in accordance with state and federal laws governing military leaves

of absence.

## 7. Foreign Exchange and Peace Corps Leave

Leave for foreign exchange and Peace Corps teaching may be granted for a period not to exceed two (2) years for the purpose of participation in the Exchange Teaching and Peace Corps programs. Any teacher/ancillary staff granted such a leave that is below the maximum on the salary schedule shall advance one step on the schedule upon return and such Foreign and Peace Corps service shall count the same as if the teacher/ancillary staff had taught in the District. Requests for leaves other than those specified may be considered by the Board upon the recommendation of the Superintendent.

## 8. Association Leave

Teachers/Ancillary staff who are officers of the Association or appointed to its staff will, upon proper application, be granted leaves of absence without pay for the purpose of performing duties for the Association. Teachers/Ancillary staff given leaves of absence without pay shall receive credit toward annual salary increment on the schedule appropriate to their rank. Initial leaves granted for these purposes shall be for a period of up to two (2) years. Leave extension beyond the second year may be extended annually at the discretion of the Board when notified of such request no later than March 1 of the expiration school year.

## 9. Campaign Leave

Leaves to campaign for public office shall be for no less than the ensuing full semester nor no more than two (2) full semesters. If elected, the initial leave shall be for the length of the term of office for which elected. Leave beyond the first term of office may be extended annually at the discretion of the Board when notified of such request no later than March 1 of the expiration school year.

## 10. Voluntary Leaves of Absence

The voluntary leaves concept is designed to open up the existing leave of absence policy so that more experienced teachers/ancillary staff might more seriously consider the merits of a voluntary leave.

Applicable condition of such a leave plan would include the following:

- a. Teachers/Ancillary staff who have attained ten (10) or more years' experience with the District shall be eligible for a voluntary leave.
- b. Seniority shall accrue while teacher/ancillary staff is on leave.
- c. Teacher/Ancillary staff will be guaranteed their right to return based on seniority at the expiration of the leave.
- d. Requests for voluntary leaves shall be approved at the discretion of the Superintendent of Schools annually on or before March 1 and shall be limited to a total of three (3) such approved leaves per teacher/ancillary staff.
- e. The concept and conditions of the voluntary leave policy shall apply with priority at the time of layoffs for ancillary staff and 'effective' and 'highly

- effective' teachers.\*\*
- f. Teachers/Ancillary staff granted voluntary leave shall receive neither salary nor other benefits during the time of the leave.
  - g. ***\*\*Reverse layoffs - more senior ancillary staff and teachers with 'effective' and 'highly effective' ratings may be offered the opportunity to be laid off for a year with guaranteed rights to return according to seniority. Members on reverse layoff shall accrue seniority.***

#### 11. Family Medical Leave Act

Teachers/Ancillary staff requesting leaves of absence, pursuant to the District Family Medical Leave Act (FMLA) policy, who are found eligible, will be required to exhaust paid leave entitlements (as identified by the FMLA policy guidelines) for which they may be otherwise eligible under the terms and conditions of the collective bargaining agreement during their FMLA leave time.

In the case where it is the teacher/ancillary staff himself/herself that is sick, FMLA leave will run concurrently with the use of sick days accumulated in the teacher's/ancillary staff's personal sick bank. As any accumulated sick days will be used in conjunction with any FMLA leave time for the sick teacher/ancillary staff, this portion of the leave in effect constitutes a "paid leave" until the personal sick bank of the teacher/ancillary staff is exhausted or the teacher/ancillary staff returns to work.

Eligibility for FMLA leave is based on prior working experience in the preceding 12 months to the leave. In the teaching profession, 1250 hours must be worked in the calendar year PRIOR to the leave for the teacher/ancillary staff to be eligible.

If the teacher/ancillary staff meets the working experience requirement of working 1250 hours in the year preceding his/her FMLA leave, then 12 weeks maximum will be allotted in a calendar year to said teacher/ancillary staff.

The 12-week maximum time allotment commences on the first day of the first FMLA leave in a given calendar year. This 12-week FMLA leave runs concurrently with any sick days accumulated by the teacher/ancillary staff and guarantees the teacher/ancillary staff a position of employment upon returning from the leave and continuance of insurance during the duration of the cumulative 12-week FMLA leave.

The rights established by the District Family Medical Leave Act (FMLA) policy will not be used to expand a teacher's/ancillary staff's contractual rights and benefits, provided those rights and benefits meet or exceed the basic requirement of the Family Medical Leave Act (FMLA).

## **ARTICLE 22**

### **MASTER SICK BANK**

The funding of the Master Sick Bank shall be as follows:

- A. In the first year of employment, full-time teachers/ancillary staff shall have two (2) sick days transferred from their personal leave bank to the Master Sick Bank. Part time staff shall have one (1) day transferred.

Teachers/Ancillary staff hired after-February 1 of the school year shall have one (1) day transferred to the Master Sick Bank in the first year of employment and an additional day in the following September.

- B. Pay back criteria is five (5) per year, per loan, if borrowed. Loans are limited to one loan in a calendar year.
- C. The Board agrees to implement transfer of days as required by the procedures of the HPEA Sick Bank Committee.
  - 1. If the HPEA notifies the Board that the number of days in the Master Sick Bank has fallen below one hundred (100) days and requests the Board to deduct one (1) sick day from each member of the Association, the Board shall do so and transfer the days to the Master Sick Bank.
  - 2. If an HPEA member has no remaining sick days to transfer, the HPEA may request the day be deducted from the member's sick bank on the first day of the subsequent school year. As an alternative to having a sick day deducted, an HPEA member may pay the equivalent of one day's pay for that member. Payment will be made by check and made payable to the "School District of the City of Hazel Park." Any payment in lieu of days must be transferred by the district to the HPEA. within thirty (30) days.
- D. Days will be paid back to the sick bank from the teacher's/ancillary staff's final paycheck when a teacher/ancillary staff terminates his/her employment with the district at the per diem rate based on the contractual salary of the year the days were borrowed.

**ARTICLE 23**  
**RETIREMENT/SEVERANCE**

**A. Resignation**

In case a teacher/ancillary staff who is on continuing tenure wishes to discontinue without giving the sixty (60) days' notice as required by the Tenure Act, then mutual consent shall be in writing.

Resignation shall be defined as leaving the employment of the district. In the case of resignation, no sick day pay off occurs.

A one-time payment of \$500 will be made to members who provide written notice of their resignations for the following school year by April 1st, and for resignations occurring after the first month of a new school year (i.e., after September), with ninety (90) days written notice of their separation date.

**B. Terminal Leave**

Upon retirement or death, a teacher/ancillary staff member or their beneficiary shall be qualified to receive a payoff for their unused cumulative sick days. The term "retirement" shall be defined as the eligibility of a public school employee to retire under the provisions of the Michigan Public School Employees' Retirement Fund Law and with a minimum period of ten (10) years employment experience in the Hazel Park School System. Terminal leave payments shall be made within a period of 90 (ninety) days.

Sick days will be paid out using the following table for those currently on Step 10 AND have a current value greater than \$12,500 (as of June 30, 2019):

Accumulated Sick Day Payout Upon Retirement or Death

	<b>Accumulated Sick Days 0-120</b>	<b>Accumulated Sick Days &gt;120-180</b>	<b>Accumulated Sick Days &gt;180</b>
With written notice of intent to retire to administration on or before April 15th of the current school year	½ Daily Rate, not to exceed \$180	\$50/day	\$30/day
With written or no notice of intent to retire to administration after April 15th of the current school year	½ Daily Rate, not to exceed \$180	\$30/day	\$30/day

Those currently on Step 10 on June 30, 2019 and have a current value less than or equal to \$12,500 using the formula in the 2018-2019 Master Agreement (0-120 ½ Daily Rate) will be capped at \$12,500 .

Those currently on Steps less than 10 on June 30, 2019 will be capped at \$12,500 using the formula in the 2018-2019 Master Agreement (0-120 ½ Daily Rate).

Those hired after June 20, 2019 shall receive \$60 a day up to a maximum of \$12,500.

Teachers/Ancillary Staff have the option of delaying their sick bank payoff after they retire, until January 10th of the following calendar year. Any costs for doing this shall be borne by the teacher/ancillary staff member.

The daily rate is determined by the Schedule A pay divided by 180 days.

C. Days Owed Upon Retirement

In the event a member retires from the district with days(s) owed to the Hazel Park Education Association Master Sick Bank, the Association will notify the Board. The number of days owed times the member's daily rate at the time of the sick-bank loan shall be deducted from any Terminal Leave Payment and under Paragraph B of this Article and then remitted to the Association.

D. 403(b) Defined Plan

Payments for Terminal Leave payments under Paragraph B of this Article shall be made to a 403(b) defined plan in the name of the bargaining unit member.

\*\*\* Please see Article 27 F. Regarding Insurance for retirement after June 30th, on page 52.

## **ARTICLE 24**

### **PROTECTION OF TEACHERS/ANCILLARY STAFF**

- A. The Board will continue to accept its responsibility to give support and assistance to teachers/ancillary staff with respect to the maintenance of control and discipline in the school. Such support will be provided by the appropriate administrative personnel and, when necessary, will be provided directly by the Board. Problem students may be temporarily removed from a teacher's classroom by the teacher/ancillary staff and the building principal. Whenever it appears that a particular pupil requires the attention of special counselors, visiting teachers/ancillary staff, social workers, law enforcement personnel, physicians, or other professional persons, the Board will take all necessary steps to relieve the teacher of responsibilities with respect to such pupil.
- B. Pupils who, after consultation with appropriate qualified professional people, are determined to be incapable of adjusting to the regular classroom will be removed from such regular classroom.
- C. The Board acknowledges that some children require special attention. Therefore, the Board agrees to continue to seek methods of expanding appropriate programs to serve such children.
- D. Case of Alleged Assault and Battery
  - 1. Any case of alleged assault upon a teacher/ancillary staff, which had its inception in a school-centered problem, will be promptly reported to the Board or its designated representative. If the alleged assault was by a pupil, the assaulting pupil will be immediately suspended. The alleged assault will be promptly investigated by the principal or his/her designated representative, who, with the teacher/ancillary staff and Superintendent, shall determine a suitable punishment for the assaulting pupil(s).
  - 2. If the assault is by a person who is not a pupil, the Board will promptly report the incident to the proper law enforcement authorities.
  - 3. In either case (pupil or non-pupil), the Board will render assistance to the teacher/ancillary staff in connection with handling of the incident by law enforcement, legal, and medical authorities.
  - 4. Whenever a teacher/ancillary staff is absent from school as a result of personal injury sustained or suffers damages or destruction of clothing or property by assault arising out of and in the course of their employment, they will be reimbursed for all such cost and will be paid their full salary (less the amount of any worker's compensation made to offset loss of salary due to said injury) for the period of such absence and no part of such absence will be charged to his/her annual or accumulated sick leave. The Board may, at its option, request a confirming statement from a medical doctor relative to the duration of such absence from the teaching assignment. As soon as such teacher/ancillary staff is physically able to return to work, he/she shall be restored to his/her previous position or an equivalent position. Salary continuation shall extend, however, throughout the course of the related school year.

E. Worker's Compensation

Any teacher/ancillary staff who is injured in the line of duty shall receive such compensation and expenses as prescribed by the Worker's Compensation Law of the state plus any other benefits from Social Security or public sources. Such compensation shall be supplemented with an amount sufficient to maintain his/her regular pay for a period not to exceed one hundred twenty (120) calendar days or the end of the current school year, whichever comes first, without deduction to his/her accumulated sick leave. It shall be the responsibility of the teacher/ancillary staff to give immediate notice of injury to his/her supervisor.

As soon as such teacher/ancillary staff is physically able to return to work, he/she shall be restored to his/her previous position or an equivalent position.

- F. During the term of this Agreement the Board will provide liability insurance protection for teachers/ancillary staff in the amount of one million dollars (\$1,000,000). Cases involving corporal punishment are, however, specifically excluded from this coverage.
- G. Any complaints directed toward a teacher/ancillary staff shall be promptly called to the attention of the teacher/ancillary staff.
- H. Teachers/Ancillary staff shall be expected to exercise reasonable care with respect to the safety of pupils and property, but shall not be individually liable, except in the case of gross negligence or gross neglect of duty, for any damage or loss to person or property.

## ARTICLE 25

### SHARED TEACHING/RESERVE TEACHER

#### A. Fractional Assignment and Shared-Time Teachers / Ancillary Staff

It is recognized that fractional time and/or shared assignments might lend to program variation and flexibility, reduced need for layoff as well as earlier recall of teachers/ancillary staff.

1. Requests for consideration of fractional or shared assignments may be initiated by the Administration, currently employed or laid-off teachers/ancillary staff. Teachers/Ancillary staff interested in shared or fractional assignments should initiate their requests in writing by June 30.
2. The Administration has full and final discretion as to whether to provide such assignments. Failure to grant or initiate such requests shall not be cause for grievance.
3. Scheduling such assignments may encompass partial days, weeks, or years (semester basis) or combination thereof.
4. Teachers/Ancillary staff in such assignments will accrue a full year's seniority and salary increment.
5. The following factors will be prorated according to the percentage of salary (high school, 5-period work day; junior high, 6-period work day; elementary, half-pay per day) received for the fractional assignments. Leave days (per existing Master Agreement guidelines on usage):
  - Planning time - to the degree possible
  - Deduction of sick days used
  - Fringe benefits - (If a shared teaching assignment effectuates the recall of laid-off teacher/ancillary staff to a shared teaching position or prevents the layoff of a teacher/ancillary staff, then both shared teachers/ancillary staff shall receive full fringes.)
  - Attendance at staff meetings
6. Attendance at staff meetings may be required if the meetings immediately precede or follow assigned duty time.
7. Teachers/Ancillary staff not attending are responsible for finding out the content of the meeting.
8. Should a shared-time teacher/ancillary staff, who is teaching less than a full-day each day, be absent more than the number of days granted under paragraph (5) above, the deduction from that teacher's/ancillary staff's sick leave bank which was accumulated through previous work shall be prorated based upon the same proportion as that used for salary determination.
9. Semester pay schedule -- Teachers/Ancillary staff teaching first semester only may have their salary paid the first semester of the school year. Salary would not begin for those teachers/ancillary staff teaching the second semester until active

employment begins. Then second semester teachers/ancillary staff will have their pay spread for the balance of the second semester.

10. Teachers/Ancillary staff who participate in the shared-time program shall retain all rights, benefits, and responsibilities of the Master Agreement except as modified by this Article.
  11. In order for shared-time teaching assignments to occur, two (2) teachers/ancillary staff will have to voluntarily participate, or one (1) teacher/ancillary staff may teach part-time with permission of the Superintendent or his/her agent.
  12. A shared-time teaching assignment shall in no way waive any rights to a full-time job, benefits or salary at a future time. It is understood that a shared-time or part-time ancillary staff wishing to return to full-time status shall be allowed to do so by the fall of any new school year according to seniority. Shared-time assignments shall be made for no more than one (1) year at a time. Any deviation shall have the approval of the Superintendent of Schools and be in accord with the other terms and conditions of the Master Agreement.
- B. Shared teachers/ancillary staff and other part-time teachers/ancillary staff shall have the option of fringe benefits according to the following plan:
1. Plan B insurance coverage of MESSA PAK, fully Board paid (refer to **Article 27**) and also including a cash payment at the fractional equivalent of his/her teaching contract (e.g., three-fifths [3/5] contract teacher would be eligible for 3/5 T.S.A. or cash payment).
  2. Plan A of MESSA PAK (refer to **Article 27**), prorated payment by the Board at the fractional equivalent of his/her teaching contract, subject to premium caps (e.g., three-fifths [3/5] contract teacher would be eligible for 3/5 payment of monthly premium by the Board with the teacher/ancillary staff liable for remainder of the monthly premium after payment of the amounts over the premium caps).

OR

## **ARTICLE 26**

### **NEGOTIATIONS PROCEDURE**

- A. This Agreement incorporates the understanding of the parties on all issues which were the subject of negotiation. During the term of this Agreement neither party will be required to negotiate with respect to any matter covered by this Agreement.

It is agreed that matters that were not the subject of negotiation or covered by this Agreement, but under the terms of Public Act 379, and of concern to both parties, shall be subject to professional negotiation between them (on occasion) during the period of this Agreement upon the written request by either party to the other. It is further agreed, however, that by mutual written agreement any subject in this contract may be subject to negotiation.

- B. Not later than May 1 of the calendar year in which this Agreement expires, the Board agrees to negotiate with the Association over a successor Agreement in accordance with the procedure set forth herein in a good faith effort to reach agreement concerning teachers'/ancillary staffs' salaries and all other conditions of their employment. Such negotiations will include, but not be limited to, the subjects covered by this Agreement and any other matters within the jurisdiction of Public Act 379. Any agreement so negotiated will apply to all teachers/ancillary staff in the bargaining unit and will be reduced to writing and signed by the Board and the Association.
- C. During negotiations, the Board and the Association will present relevant data, exchange points of view and make proposals and counter proposals. As of the time such information is made available to the Board, the Board will make available to the Association materials relating to budgetary proposals and all pertinent records of the Hazel Park School system at the written request of the Association. Such requests shall specify the records desired. Official records will be made available at the offices of the Board and will not be removed from the Board's offices. Either party may, if it so desires, utilize the services of consultants to assist in the negotiations.
- D. If the negotiations described in this Section A have reached an impasse, the procedure described in Act 379 of the Michigan Public Acts of 1965 will be followed.
- E. The Association recognizes that strikes (as defined by Section 1 of Public Act 336 of 1947, as amended by Public Act 379, State of Michigan) by teachers are contrary to law and public policy. The Board and the Association subscribe to the principle, to the degree possible, that differences shall be resolved by appropriate and peaceful means.
- F. In any negotiations between the Association and the Board, neither party shall have any control over selection of the negotiating representatives of the other party. Each party may select its representatives from within or outside the District. It is understood that no final agreement between the parties may be executed without ratification by a majority vote of the Board and by a majority vote of the membership of the Association; but the parties mutually pledge that representatives selected by each shall be clothed with all the necessary powers and authority to make proposals, consider proposals, and make

concessions in the course of negotiations, subject only to such ultimate ratification.

- G. If the parties fail to reach an agreement in any such negotiations, either party may involve the mediation machinery of the State Labor Mediation Board or take other lawful measures it may deem appropriate.

## ARTICLE 27

### INSURANCE

- A. Notwithstanding the provisions of this Article, the terms of any contract or policy issued by an insurance company shall be controlling as to all matters concerning benefits, eligibility, and termination of coverage, and other required matters. Disputes between beneficiaries of teachers/ancillary staff and any insurance company shall not be subject to the grievance procedure established herein.
- B. The District shall provide medical insurance coverage based on the State of Michigan hard cap with additional C.O.L.A. assigned each year to the hard cap.

The medical insurance provider will be MESSA. Any future MESSA products may be considered and adopted by the HPEA.

#### **MESSA PPO CHOICES II PAK or a future MESSA Product**

##### **PLAN A** (For teachers/ancillary staff needing health insurance)

RX Saver Drug Card

Long-Term Disability: 66 2/3%

\$5,000 maximum

180 calendar days -- modified fill

Mental/nervous and alcoholism/drug same as any other illness

Social Security freeze

COLA

Delta Dental Plan: 100/100/80: \$2,000 individual yearly maximum benefit  
80: \$1,300 lifetime orthodontics maximum

Negotiated life: \$40,000 AD&D

Vision: VSP-3 Gold

Dependent Life: \$2,000 spouse; \$2,000 child(ren)

##### **PLAN B** (For teachers/ancillary staff not needing health insurance)

\$3,600 paid monthly in 24 equal installments (if applicable)

Long-Term Disability: 66 2/3%

\$5,000 maximum

180 calendar days -- modified fill

Mental/nervous and alcoholism/drug same as any other illness

Social Security freeze

COLA

Delta Dental Plan: 100/100/90: \$2,000 individual yearly maximum benefit  
90: \$1,500 lifetime orthodontics maximum

Negotiated life: \$50,000 AD&D

Vision: VSP-3 Gold

Dependent life: \$2,000 spouse; \$2,000 child(ren)

The Board shall make an IRS Section 125 plan available for employees to pay health insurance premiums.

- C. If a teacher/ancillary staff already has coverage equal to or better than MESSA Choices II PPO PAK Plan A coverage from any other source, he/she shall only be entitled to MESSA PAK Plan B coverage.
- D. Teachers/Ancillary staff not needing health coverage and choosing the Plan B coverage as outlined above will receive \$3,600. This will be considered in lieu of health care.
- E. Bargaining unit members receiving health insurance subsidized by or paid fully by the Board through a spouse who is a bargaining unit member shall only be eligible for Plan B. Bargaining unit members receiving Plan B benefits pursuant to this paragraph shall not be entitled to the cash in lieu of health care payment.
- F. The Board shall make payment of insurance premiums for non-retiring employees who complete their contractual obligation to assure insurance coverage for a full 12-month (i.e., for the months of July and August following the end of the school year even though the non-retiring employees may not work during those months). However, this benefit is only for those teachers/ancillary staff members who do not otherwise retire under MPSERS during the months of June, July, August, September or October following the end of the school year, as such retirees are otherwise eligible for health insurance under MPSERS (i.e., a staff member retiring in June, July, August, September or October will be responsible for paying the cost of their insurances for the months of July and August). The Board will be responsible for providing insurance information regarding MPSERS insurance in the form of applications and enrollment meetings.

The Board agrees to permit teachers/ancillary staff on a leave of absence to continue on a cash-paying basis for the maximum number of months allowed after the Board's obligation terminates.

- G. If the coverage currently provided by the MESSA PAK as described in **Article 27, Paragraph B**, changes over the duration of this Agreement, the Board will provide coverage equal to that of the MESSA PAK described in **Article 27, Paragraph B**, through the MESSA PAK, a self-funded insurance plan, or a plan mutually agreeable to both the Board and the Association.
- H. Dependents shall be covered for the entire calendar insurance year upon reaching 26 years of age. They shall continue coverage beyond their 26th birthday to complete the calendar year. Coverage for eye and dental will end at age 25.

**ARTICLE 28**  
**STATE MANDATED EXTENDED YEAR PROGRAMS**

- A. The calendar for these extended school year programs will be subject to the provisions of P.A. 451 of 1976 and the Revised Administrative Rules for Special Education of July 1, 1987, and all amendments and adjustments as passed by the legislative and/or State Board of Education as collectively bargained between the parties.
- B. Teachers/Ancillary staff working this Special Education extended-year program shall receive salary adjustment including increments and schedule improvements on the first day of work of the next school year.
- C. Teachers/Ancillary staff in the extended-year program shall earn a total of thirteen (13) sick days per contractual year beginning in July.
- D. Compensation for the extended days shall be the daily rate of pay times the actual number of additional days scheduled. For example, 180 days plus 20 days for the extended school year program).
- E. Teachers/Ancillary staff working in the extended-year program shall have their pay equally distributed over the extended school year.
- F. The teachers/ancillary staff affected by this article (Extended Year Programs) may choose to shorten their extended working year by up to 10 unpaid days per school year provided that:
  - 1. The days they choose not to work occur on days that the rest of the District is not in session.
  - 2. Not more than one teacher/ancillary staff may be absent from the program at a time.
  - 3. A special education certified substitute teacher is available.

The teachers/ancillary staff may agree among themselves as to a schedule which complies with the parameters set forth above. If the teachers/ancillary staff are unable to reach a mutual agreement, they will choose blocks of time off, from one to 10 days each, in rotation by District seniority. A teacher/ancillary staff may choose additional blocks of time after all the other teachers/ancillary staff have had reasonable opportunity to select a block. The teachers/ancillary staff understand that the business office may not be able to adjust their pay in such a manner as to produce equal sized paychecks throughout the year.

## **ARTICLE 29**

### **DURATION OF AGREEMENT**

This Agreement entered into by and between the Board and the Association shall be effective as of July 1, 2019 and shall continue in full force and effect until June 30, 2021. On or before May 1, 2021, either side may give notice to the other of its desire to terminate, amend or modify this Agreement. The parties agree to begin negotiations on just economic issues for the 2020-2021 school year no later than April 2020.

This Agreement shall supersede any rules, regulations, practices, or policies of the Board which shall be contrary or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms in any individual teachers/ancillary staff contracts heretofore in effect. All future individual teachers'/ancillary staffs' contracts shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

Copies of this Agreement shall be printed at Board expense and distributed to teachers/ancillary staff now employed or hereafter employed by the District. Distribution shall be no later than thirty (30) days after Agreement ratification.

If any provisions 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 application shall continue in full force and effect.

IN WITNESS WHEREOF, the said parties have caused to be executed by their duly authorized officers as of the day and year first above written. Any notices required hereunder shall be sufficient if mailed:

IN WITNESS WHEREOF, the parties have hereto set their hands and seals this day and year first above written:

Executed at Hazel Park, County of Oakland, State of Michigan

Date:

**School District of the City of Hazel Park**

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Laura Adkins, Board President

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Chuck Hemple, Negotiator

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Dr. Kruppe, Superintendent

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Kristi Schlak, Negotiator

**Hazel Park Education Association**

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Nancy Sly, President

---

Bev Blair, Vice-President

---

Patrick Voisine, Negotiator

---

Rebecca Nix, Negotiator

---

Monica Gregory, Negotiator

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Nick Nugent, MEA Executive Director

**School District of the City of Hazel Park**

**Schedule A**

**Salary Schedule**

**(For teachers/ancillary staff hired on or before November 22, 2010)**

**with 4.66% Reduction**

**(per March 15, 2015 DEP-MOA, modified May 14, 2019).**

Degree	B.A.	B.A. +18	M.A.	M.A. +15	M. A. +30	M.A. +45	DR.	Non Degree
1	35,335	37,251	39,293	40,583	41,873	43,169	44,453	33,418
1.5	36,860	38,935	41,185	42,473	43,766	45,060	46,347	34,797
2	38,389	40,610	43,078	44,366	45,659	46,952	48,240	36,167
2.5	39,917	42,290	44,970	46,258	47,549	48,845	50,131	37,545
3	41,445	43,965	46,860	48,151	49,448	50,735	52,024	38,913
3.5	42,973	45,655	48,755	50,042	51,338	52,626	53,918	40,294
4	44,498	47,324	50,647	51,935	53,230	54,517	55,808	41,667
4.5	46,021	49,007	52,537	53,827	55,120	56,409	57,702	43,044
5	47,549	50,682	54,429	55,722	57,009	58,303	59,591	44,420
5.5	49,078	52,364	56,321	57,614	58,903	60,194	61,486	45,796
6	50,607	54,041	58,211	59,498	60,793	62,089	63,383	47,167
6.5	52,131	55,722	60,102	61,394	62,686	63,977	65,273	48,543
7	53,658	57,396	61,998	63,295	64,579	65,872	67,162	49,922
7.5	55,182	59,071	63,888	65,178	66,469	67,762	69,050	51,293
8	56,715	60,753	65,780	67,074	68,363	69,657	70,944	52,670
8.5	58,240	62,437	67,676	68,965	70,258	71,550	72,837	54,049
9	59,767	64,112	69,568	70,855	72,147	73,439	74,730	55,416
9.5	60,392	64,822	70,404	71,676	72,948	74,217	75,490	55,955
10	61,897	66,470	72,271	73,537	74,815	76,082	77,356	57,306
11	62,844	67,487	73,377	74,662	75,960	77,246	78,539	58,182

**School District of the City of Hazel Park**  
**Schedule A**  
**Salary Schedule**  
**(For teachers/ancillary staff hired after November 22, 2010)**  
**with 4.66% Reduction**  
**(per March 15, 2015 DEP-MOA, modified May 14, 2019).**

Degree	B.A.	M.A.	M. A. +30	DR.	Non Degree
1	35,335	39,293	41,873	44,453	33,418
1.5	36,860	41,185	43,766	46,347	34,797
2	38,389	43,078	45,659	48,240	36,167
2.5	39,917	44,970	47,549	50,131	37,545
3	41,445	46,860	49,448	52,024	38,913
3.5	42,973	48,755	51,338	53,918	40,294
4	44,498	50,647	53,230	55,808	41,667
4.5	46,021	52,537	55,120	57,702	43,044
5	47,549	54,429	57,009	59,591	44,420
5.5	49,078	56,321	58,903	61,486	45,796
6	50,607	58,211	60,793	63,383	47,167
6.5	52,131	60,102	62,686	65,273	48,543
7	53,658	61,998	64,579	67,162	49,922
7.5	55,182	63,888	66,469	69,050	51,293
8	56,715	65,780	68,363	70,944	52,670
8.5	58,240	67,676	70,258	72,837	54,049
9	59,767	69,568	72,147	74,730	55,416
9.5	60,392	70,404	72,948	75,490	55,955
10	61,897	72,271	74,815	77,356	57,306
11	62,844	73,377	75,960	78,539	58,182

**School District of the City of Hazel Park**

**Schedule A  
Salary Schedule**

**CENTER PROGRAMS**

(not paid from District General Funds)

**For teachers/ancillary staff hired after before November 22, 2010**

**with 4.61% Reduction**

**(per March 15, 2015 DEP-MOA, modified May 14, 2019).**

Degree	B.A.	B.A. +18	M.A.	M.A. +15	M. A. +30	M.A. +45	DR.	Non Degree
1	36,751	38,744	40,868	42,210	43,553	44,901	46,236	34,758
1.5	38,338	40,497	42,836	44,176	45,522	46,866	48,205	36,192
2	39,928	42,239	44,805	46,145	47,490	48,834	50,174	37,618
2.5	41,517	43,986	46,773	48,112	49,456	50,803	52,142	39,051
3	43,107	45,728	48,739	50,082	51,431	52,769	54,110	40,473
3.5	44,696	47,486	50,710	52,049	53,396	54,735	56,080	41,910
4	46,282	49,222	52,678	54,017	55,365	56,703	58,046	43,338
4.5	47,866	50,973	54,644	55,986	57,330	58,671	60,016	44,770
5	49,456	52,713	56,612	57,956	59,295	60,641	61,981	46,201
5.5	51,046	54,464	58,580	59,923	61,264	62,609	63,951	47,632
6	52,636	56,207	60,545	61,883	63,231	64,580	65,924	49,059
6.5	54,222	57,956	62,513	63,856	65,200	66,543	67,890	50,490
7	55,810	59,698	64,483	65,832	67,168	68,514	69,855	51,923
7.5	57,394	61,440	66,449	67,792	69,135	70,479	71,819	53,349
8	58,990	63,189	68,417	69,764	71,104	72,450	73,788	54,782
8.5	60,575	64,940	70,389	71,731	73,074	74,420	75,758	56,216
9	62,164	66,682	72,358	73,697	75,040	76,384	77,727	57,638
9.5	62,814	67,422	73,228	74,550	75,873	77,193	78,518	58,198
10	64,378	69,136	75,169	76,486	77,814	79,133	80,457	59,603
11	65,363	70,194	76,319	77,656	79,005	80,344	81,688	60,515

**School District of the City of Hazel Park**

**Schedule A  
Salary Schedule  
CENTER PROGRAMS**

(not paid from District General Funds)

**For teachers/ancillary staff hired after November 22, 2010**

**with 4.61% Reduction**

**(per March 15, 2015 DEP-MOA, modified May 14, 2019).**

Degree	B.A.	M.A.	M. A. +30	DR.	Non Degree
1	36,751	40,868	43,553	46,236	34,758
1.5	38,338	42,836	45,522	48,205	36,192
2	39,928	44,805	47,490	50,174	37,618
2.5	41,517	46,773	49,456	52,142	39,051
3	43,107	48,739	51,431	54,110	40,473
3.5	44,696	50,710	53,396	56,080	41,910
4	46,282	52,678	55,365	58,046	43,338
4.5	47,866	54,644	57,330	60,016	44,770
5	49,456	56,612	59,295	61,981	46,201
5.5	51,046	58,580	61,264	63,951	47,632
6	52,636	60,545	63,231	65,924	49,059
6.5	54,222	62,513	65,200	67,890	50,490
7	55,810	64,483	67,168	69,855	51,923
7.5	57,394	66,449	69,135	71,819	53,349
8	58,990	68,417	71,104	73,788	54,782
8.5	60,575	70,389	73,074	75,758	56,216
9	62,164	72,358	75,040	77,727	57,638
9.5	62,814	73,228	75,873	78,518	58,198
10	64,378	75,169	77,814	80,457	59,603
11	65,363	76,319	79,005	81,688	60,515

**School District of the City of Hazel Park**  
**Schedule B**  
**Supplemental Pay**

For the 2019-2020 school year, the Schedule B pay will be reduced by 20% (per MOA DEP agreement, March 15, 2015; reductions not reflected below).

Sixty (60) days before the start of all future seasons, any HPEA member interested in a Schedule B coaching position currently held by a non-HPEA member, must notify the Athletic Director and Association President in writing of their interest in the specific coaching position. Once notification is received by the Athletic Director, the position will be posted immediately (seven calendar days). All potential candidates will then be interviewed and the person who is most qualified will be awarded the position.

If an HPEA member retires, and that member has held a coaching position within the district, that position must be posted immediately (seven school calendar days). In the event that the qualifications of coaching candidates are deemed equal between an HPEA member and nonmember, the position will be awarded to the HPEA member.

**Coaching Salary Schedule**

<u>*YEARS EXP.</u>	<u>COACHING POSITION CATEGORY</u>				
	1	2	3	4	5
YEARS 1 - 3	\$1,700	\$2,200	\$3,080	\$3,850	\$4,730
YEARS 4 - 6	\$2,300	\$2,800	\$3,740	\$4,730	\$5,610
7 YEARS & UP	\$2,900	\$3,500	\$4,620	\$5,500	\$6,490

\*Years of experience would be based on experience in that specific sport only (not coaching experience in general and not teaching years of experience). Sports specific experience outside of the Hazel Park School District may be considered.

**Senior High Coaches**

**Fall Season**

Head Football	5
Assistant Varsity Football	4
JV Football	4
Head Soccer	4
JV Soccer	3
Head Swimming	4
Head Volleyball	4
JV Volleyball	3
Freshman Volleyball	3
Head Cross Country	3
Head Tennis	3
Head Golf	3
Head Cheerleading	2

JV Cheerleading	1
-----------------	---

**Winter Season**

Head Basketball	5
JV Basketball	4
Freshman Basketball	3
Head Wrestling	5
Assistant Wrestling	4
Head Swimming	4
Head Cheerleading	4
JV Cheerleading	3
Head Bowling	3

**Spring Season**

Head Baseball	4
JV Baseball	3
Head Softball	4
JV Softball	3
Head Soccer	4
JV Soccer	3
Head Track	4
Assistant Track	3
Head Tennis	3
Head Golf	3

**Junior High Coaches**

**Fall Season**

Football	2
Basketball	1
Cross Country	1

**Winter Season I**

Basketball	1
Volleyball	1
Cheerleading	1

**Winter Season II**

Swimming	1
Wrestling	1

**Spring Season**

Baseball	1
Softball	1
Track	1

### **Non-Coaching Salary Schedule**

Names will be submitted to Payroll by September 30th or when position is filled is and pay will be prorated thereafter.

Senior High Band Director	\$5,000.
Junior High Band Director	\$3,000.
Drama Coach	\$3,800.
Senior High Vocal Director	\$3,500.
Junior High Vocal Director	\$1,700.
Board of Directors Advisor	\$2,100.
Student Council Advisor Jr. High (1)	\$1,400.
NHS Advisor	\$1,500.
Cooperative Training Coordinator (for summer employment)	\$1,200.
Senior Class Advisor	\$900.
Junior Class Advisor	\$900.
Sophomore Class Advisor	\$450.
Freshman Class Advisor	\$450.
Elementary Safety Patrol	\$1,000.
Elementary Service Squad	\$1,000.
Elementary Vocal	\$500.
STEAM HS/JHS	\$1,500. per semester (per club)
STEAM Elementary	\$750. per semester (per club)
HS Yearbook (when not held as a course)	\$1,500.
JHS Yearbook	\$1,000.
Yearbook Elementary	\$500.
BN High School	\$800. each (6 or divided equally)
BN Middle School	\$800. each (6 or divided equally)
BN Elementary School	\$800. each (6 or divided equally)
Mentor to new hires (or new subject/grade)	\$300. per mentee
Jardon Camp (entire trip)	\$240. + Friday off after camp
5th grade Camp coordinator (all 3 schools)	\$300.
5th grade Camp food coordinator	\$300.
5th grade Camp (entire trip)	\$240. + Friday off after camp

### **Use of Personal Vehicle**

The IRS rule shall be reimbursed for use of personal vehicle.

**School District of the City of Hazel Park**  
**Schedule C**  
**School Calendar 2019-2020**

Monday	August 26	Professional Development Institute Day
Tuesday	August 27	High School/Junior High - Classes begin a.m., Teacher Prep p.m. Elementary - Teacher Prep a.m., Classes begin p.m.
Friday	August 30	Labor Day holiday -no school
Tuesday	September 3	Classes resume
Wednesday	September 11	Half day - PD p.m.
Wednesday	October 9	Half day - PD p.m.
Thursday	October 24	High School Half day students in a.m. and Conferences in p.m.
Thursday	October 31	Half day - PD p.m. / teacher choice PD approved by Curriculum Director in advance
Friday	November 1	Elementary and Junior High Student a.m. - * Records p.m.
Thursday	November 7	Junior High - Half day students in a.m. and Conferences in p.m.
Wednesday	November 13	Half day - PD p.m.
Thursday	November 14	Elementary - Half day students in a.m. and Conferences in p.m.
Wednesday	November 27	Thanksgiving Recess begins- no school
Monday	December 2	Classes resume
Wednesday	December 11	Half day - PD p.m. / teacher choice PD approved by Curriculum Director in advance
Friday	December 20	Half day a.m. - Holiday recess begins p.m.
Monday	January 6	Classes resume
Wednesday	January 15	Half day - PD p.m.
Monday	January 20	MLK Day holiday - no school
Thursday	January 23	High School - Students a.m. - * Records p.m.
Friday	January 24	Students Half day a.m. - * Records p.m.
Monday	January 27	High School Half day - Students a.m. - * Records p.m.
Wednesday	February 5	Half day - PD p.m.
Thursday	February 13	Junior High Half day students in a.m. and Conferences in p.m.
Friday	February 14	Half day a.m. - Winter Recess begins p.m.
Monday	February 24	Classes resume
Thursday	February 27	Elementary Half day students in a.m. and Conferences in p.m.
Wednesday	March 11	Half day - PD p.m.
Wednesday	March 25	High School Full day plus evening conferences
Friday	April 3	Half day a.m. - Spring Recess begins p.m
Monday	April 13	Classes resume
Tuesday	April 14	High School SAT testing Half day (Juniors until 12:45 p.m.)
Wednesday	April 15	Half day - PD p.m.
Wednesday	May 6	Half day - PD p.m.
Friday	May 22	No school - Memorial Day holiday begins
Tuesday	May 26	School resumes
Wednesday	June 10	Students Half day a.m. - *Records p.m.
Thursday	June 11	Students Half day a.m. - Last day with students - *Records p.m.
		* Teacher / Ancillary staff may work from home on all records days
	<b><u>**Elementary Schools</u></b>	
Full Day	8:10 a.m. - 3:10 p.m.	<b><u>**Junior High</u></b>
Half Day	8:10 a.m. - 11:30 a.m.	7:55 a.m. - 3:00 p.m.
	<b><u>Center Program</u></b>	7:55 a.m. - 11:15 a.m.
Full	7:40 a.m. - 3:10 p.m.	<b><u>**High School</u></b>
Half Day	7:40 a.m.- 11:10 a.m.	7:40 a.m. - 2:40 p.m.
		7:40 a.m. - 10:55 a.m.
		<b><u>**Staff are required to work 10 minutes before and after school times.</u></b>

**Appendix 1**  
**HISTORICAL**

**Deficit Elimination Plan (March 17, 2015)**

**School District of the City of Hazel Park Salary Schedule**

**(For teachers/ancillary staff hired on or before November 22, 2010)**

An off-schedule cut of 4.66% (formerly 6.53%) will remain in effect (per March 15, 2015 DEP-MOA, modified 5/14/19 with a 1.87% restoration).

Degree	B.A.	B.A. + 18	M.A.	M.A. + 15	M.A. +30	M.A. +45	DR.	Non-Degre e
Base	33,855	35,554	37,245	38,605	39,950	41,309	42,622	32,164
0.5	35,460	37,314	39,233	40,588	41,940	43,294	44,648	33,612
1	37,062	39,072	41,214	42,567	43,920	45,280	46,626	35,052
1.5	38,622	40,839	43,198	44,549	45,906	47,262	48,612	36,498
2	40,265	42,596	45,183	46,535	47,891	49,247	50,598	37,935
2.5	41,868	44,358	47,168	48,519	49,874	51,232	52,582	39,381
3	43,471	46,114	49,150	50,505	51,865	53,215	54,567	40,815
3.5	45,073	47,887	51,138	52,489	53,847	55,198	56,554	42,264
4	46,673	49,637	53,123	54,474	55,832	57,182	58,536	43,704
4.5	48,721	51,403	55,105	56,459	57,814	59,167	60,523	45,148
5	49,874	53,159	57,090	58,446	59,796	61,153	62,505	46,591
5.5	51,477	54,924	59,075	60,430	61,782	63,137	64,491	48,035
6	53,081	56,682	61,057	62,406	63,765	65,125	66,481	49,473
6.5	54,680	58,446	63,041	64,395	65,751	67,105	68,464	50,916
7	56,281	60,202	65,028	66,389	67,736	69,092	70,445	52,362
7.5	57,879	61,959	67,011	68,364	69,719	71,074	72,425	53,800
8	59,488	63,723	68,995	70,353	71,705	73,062	74,412	55,244
8.5	61,087	65,489	70,984	72,337	73,692	75,048	76,398	56,691
9	62,689	67,246	72,969	74,319	75,674	77,029	78,383	58,125
9.5	63,344	67,991	73,846	75,180	76,514	77,845	79,181	58,690
10	64,922	69,720	75,804	77,132	78,472	79,801	81,137	59,588
11	65,915	70,787	76,964	78,312	79,673	81,022	82,378	60,500

**2019 RESTORATIONS:**

**\*\* Base and Step .5 Removed**

**\*\* Added Step 11 an increase of 1.53% above Step 10**

**\*\* 1.87% Restoration of the 6.53% reduction**

**Appendix 2**  
**HISTORICAL**  
**Deficit Elimination Plan**

**School District of the City of Hazel Park and Hazel Park Education Association  
Memorandum of Understanding 3-17-15**

The circumstances leading to this Memorandum of Understanding are as follows. The parties currently have a collective bargaining agreement in effect through August 31, 2017. However, the District finds itself in a financial crisis and is in the process of submitting a revised proposed Deficit Elimination Plan (DEP) to the Michigan Department of Treasury, which proposed DEP requires all of the District's employees, including the members of the HPEA bargaining unit, to make reductions in their compensation. Accordingly, the parties are agreeable to modifying certain provisions of their current collective bargaining agreement as provided herein.

The parties hereby agree as follows:

1. The initial term of this Memorandum is for the period July 1, 2015, through June 30, 2016; however, notwithstanding anything to the contrary, it is understood that the compensation reductions reflected in this Memorandum shall remain in place, and that there will be no step or other increases in compensation whatsoever, until the parties otherwise agree; furthermore, it is understood that it will be necessary for the parties to enter into another Memorandum to cover the period following June 30, 2016. It is understood and agreed that before the District proposes to amend its DEP with the Michigan Department of Treasury, it shall meet with the HPEA bargaining representatives with respect to the same.

**RESTORATIONS:**

\* 2018 1 Step

\* 2019 Half Step, removed base and .5 Step, added Step 11 at 1.53 % above step 10, Education Lane Changes

2. There will be an across-the-board reduction in salary schedules for all teachers in the amount of 6.53% (six point five three percent). (As per the practice in the past, the salary schedule in the parties' collective bargaining agreement shall remain unchanged, but the salary schedule reduction noted will nonetheless be implemented for all operational purposes.)

**RESTORATIONS:** \* 2019 - restored 1.87% of the 6.53% reduction, Center Program an additional 1%

\* 2018 Center Program an additional 2% increase on salary schedule

3. Longevity payments shall be reduced by 20% (twenty percent).

4. Teachers shall have their pay reduced for the time spent without students on early release days, with teachers being paid a flat hourly rate of \$27 (twenty seven dollars) per hour for such time, rather than their normal salary rate. It is understood that this will save the District approximately \$120,510 (one hundred twenty thousand and five hundred ten dollars) for the fiscal year 2015-16. **2016: CAPPED at 18 hours at \$27.00**

5. Schedule B payments shall be reduced by a minimum of 20%, and additional reductions shall apply to those activities listed in the attached. It is understood that such reductions for athletics will save approximately \$81,016 (eighty one thousand and sixteen dollars), and for non-athletic positions an additional \$8,040 (eight thousand and forty dollars).

6. Terminal leave payments under Article 23 for employees terminating employment before July 1, 2015, shall be paid in the period between September 15 and September 30, 2015; employees terminating thereafter shall have their payments made within a period of 90 (ninety) days.

7. It is understood that the District intends to place more experienced teachers who are qualified into Title I positions for the 2015-16 school year than in the current school year for both instructional and financial considerations.

8. It is further understood that the HPEA bargaining unit is not being subject to compensation reductions that are greater than any other professional bargaining unit.

9. All other terms in the collective bargaining agreement not addressed above will remain unchanged, subject to the understanding that the four furlough days will remain in effect until such time that the parties agree otherwise. **Restored 2016 = 2 . 2%**

It is understood and agreed that this Memorandum of Understanding is contingent upon ratification by both parties.

Ronald Reppty  
J. Green  
3-17-15

Amy Fitzgerald  
Karen King  
Reevely Blair  
Tatia Josue  
Dan Sly