MASTER AGREEMENT

BETWEEN THE

BOARD OF EDUCATION OF THE HILLSDALE COUNTY INTERMEDIATE SCHOOL DISTRICT

AND THE

HILLSDALE COUNTY INTERMEDIATE SCHOOL DISTRICT EDUCATIONAL ASSOCIATION MEA/NEA

07/01/2026 - 06/30/2028

TABLE OF CONTENTS

		PAGE
ARTICLE I	RECOGNITION	3
ARTICLE II	BOARD RIGHTS	4
ARTICLE III	ASSOCIATION AND EMPLOYEE RIGHTS	5
ARTICLE IV	WORKING CONDITIONS	7
ARTICLE V	CASELOADS	8
ARTICLE VI	WORKDAYS AND WORKING HOURS	9
ARTICLE VII	MENTOR TEACHER	11
ARTICLE VIII	STAFF EVALUATIONS	12
ARTICLE IX	ASSIGNMENTS, RE-ASSIGNMENTS AND TRANSFERS	14
ARTICLE X	STUDENT DISCIPLINE AND EMPLOYEE PROTECTION	15
ARTICLE XI	DISCIPLINE	16
ARTICLE XII	ABSENTEEISM AND TARDINESS	17
ARTICLE XIII	LEAVES WITH PAY	18
ARTICLE XIV	SABBATICAL LEAVE	22
ARTICLE XV	LEAVES WITHOUT PAY	23
ARTICLE XVI	NOTIFICATION OF STAFF OPENINGS	24
ARTICLE XVII	SALARY CREDIT/SENIORITY	25
ARTICLE XVIII	LAYOFF AND RECALL	26
ARTICLE XIX	GRIEVANCE PROCEDURE AND ARBITRATION	28
ARTICLE XX	NEGOTIATION PROCEDURES	30
ARTICLE XXI	COMPENSATION AND INSURANCE	31
ARTICLE XXII	MISCELLANEOUS PROVISIONS	36
ARTICLE XXIII	SPECIAL SUMMER PROGRAMS	37
ARTICLE XXIV	DURATION OF AGREEMENT	38
APPENDIX A	SALARY SCHEDULE	39
APPENDIX B	GRIEVANCE REPORT FORM	40
APPENDIX C	BEREAVEMENT FORM	47
MOU	MEMORANDUM OF AGREEMENT	48

AGREEMENT

THIS AGREEMENT made and entered into this 17th day of June 2021 by and between the Hillsdale County Intermediate School District Education Association, a member of the Hillsdale-Lenawee County Educational Association, HCISD EA/MEA/NEA hereinafter referred to as the Association and/or Union, and the Hillsdale County Intermediate School District, hereinafter referred to as the District and/or Board.

ARTICLE I RECOGNITION

The Hillsdale County Intermediate School District Board of Education, hereinafter called the employer, hereby recognizes the HCISD EA/MEA/NEA a member of the Hillsdale- Lenawee County Educational Association, hereinafter called the Association, as the sole and exclusive bargaining representative as defined in Act 379 of the Public Acts of 1965, as amended, in regard to wages, hours, and other terms and conditions of employment for all full time and regular part time professional personnel employed by the District. Professional personnel shall be understood to mean those individuals who, by the nature of their assignment with the District, are required to have earned at least an Associate' s Degree from a community college, school of nursing, college or university Additionally all District professional staff shall be required to possess, from an appropriate regulatory authority/agency pursuant to Michigan law, approval, certification and/or licensure relevant to the practice of their assignment with the District. Excluded from professional personnel, with respect to bargaining representation, shall be all per diem substitutes, administrative personnel and employees working for the Board who fail to meet the aforementioned criteria.

1. In respect to newly created positions, the employer will provide to the Association a copy of the initial notice of the position ten (10) calendar days prior to the posting. The Association will acknowledge if the position meets the Association's recognition definition as stated in ARTICLE I, within five (5) calendar days.

2. The Board may purchase services from a private independent contractor as may be necessary to meet the needs of the students where there are no bargaining unit members available. In this case, the position/service shall be posted to the employees and those employees on layoff. If no one above is qualified/certified/desirous of or available for the position, the position will then be advertised. If no suitable applicant can be found a private contractor may then be temporarily employed until a suitable employee can be found, and the position shall be reposted until a candidate can be hired. It is understood that the private independent contractor is excluded from the bargaining unit.

3. No bargaining unit position shall be eliminated or reduced in hours due to independent contracting.

ARTICLE II
BOARD RIGHTS

A. The Board, on its own behalf and behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Michigan, and of the United States, including, and without limiting the generality of the foregoing, the right:

1. To the executive management and administrative control of the school system and its properties and facilities, and the professional activities (curriculum studies, committees, ethical procedures) of its employees;

2. To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion; and to promote, and transfer, all such employees;

3. To establish grades and courses of instruction, including specialized programs, and to provide, as necessary, for athletic, recreational and social events for students, all as deemed advisable by the Board;

4. To approve the selection of the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature;

5. To determine the class schedules, hours of instructions, the duties, responsibilities, and assignments of teaching personnel unless otherwise negotiated.

6. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms hereof and in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

7. Board Policy:
https://drive.google.com/drive/folders/1p26qaCCtc0RprCpQFjw8OHQYFQFGf_CD

ARTICLE III
ASSOCIATION AND EMPLOYEE RIGHTS

A. The Association shall not schedule association meetings during normal working hours or on in-service days. Exceptions will be made with prior written approval of the Superintendent.

B. All teachers' rights under Act 379 of the Public Acts of 1965 as amended by the State of Michigan, the Federal Constitution, Michigan General Laws and other related statutes shall be guaranteed to all employees.

C. The Board agrees to make available and provide the Association such information as is required to be made public pursuant to the statutes in such case. All original documents must be reviewed in the Board office. Photocopies of such documents shall be provided to the Association.

D. The Association shall have the right to use school buildings and equipment without rental charge for the purpose of conducting association business with the Superintendent's prior approval. Provided, however, this shall not include, without specific authority, the right to use office and/or audio-visual equipment. In the event the association is granted the right to use any of the aforementioned equipment, they shall pay the reasonable cost of all materials and supplies incident to such use. Approval and authority once granted shall not be unreasonably withdrawn. Lifetime limits are not otherwise spelled out, the approval shall end with the expiration of this agreement.

E. The Association shall have the right to post notices of activities upon a designated bulletin board within each school building or district email under the control of the district. This shall not include any building outside of the district to which a teacher may be assigned during his/her workday.

F. The Association may use employee mailboxes and e-mail addresses for communication to employees. However, the Board shall not be required to furnish any mail service on behalf of the Association and they will not pay or supply postage for any mail services. The Association may use the interoffice mail service on regularly scheduled deliveries. Use for political purposes is prohibited.

G. The Board agrees pursuant to the Michigan Public Employment Relations Act that every eligible employee shall have the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining or grievances or to refrain from such activity.

H. The Board agrees it will not interfere with the right of any Employee to become a member of the Association, but it is understood that membership in the Association shall not be a condition of employment.

I. PERSONNEL FILES

1. An employee will have the right to review the contents of his/her records compiled by the District after initial employment, and to have a representative of the Association present. All reviews shall be conducted during regular business hours. Each file shall contain a record indicating the identity of person/persons reviewing, and the date of review.

2. No materials potentially deleterious to the employee including complaints compiled after initial employment will be placed in a member's file unless the

member has had an opportunity to review the material and the complaint validated by the employer.

3. Complaints shall be written with the name/names of all complainants, administrative actions taken, and the remedy stated. An employee may submit a written response within twenty (20) days, and it shall be attached to the file copy of the materials in question. Employees shall review all materials to be inserted and that employee shall sign. Such signature shall indicate awareness, not concurrence. If an employee believes material/materials to be incorrect or inappropriate, the materials will be corrected and/or expunged based upon mutual agreement.

4. The district shall immediately notify a member of a request to disclose by certified mail.

5. Personnel files on employees shall be kept and dealt with so as to comply with any laws of the State of Michigan relative thereto. (Bullard-Plawecki Employee Right to Know Act)

J. Employees shall be entitled to full rights of citizenship. No religious or political activity, or the absence thereof, shall be grounds for discrimination with respect to employment of members. No personal activity, as long as it does not affect job performance, involve illegal activity, or illegal substance abuse, shall be grounds for discrimination with respect to employment of members.

K. Medical Examinations: The District shall reimburse employees for all expenses incurred for medical examinations not covered by insurance that are held as specific conditions of employment by the state.

L. The District shall provide a written summary of changes made in board policies when it is proposed.

M. The director(s) and local association officer or designee shall meet as needed for the purpose of reviewing the administration of the contract and to resolve problems which may arise. These meetings are not intended to bypass the grievance procedure.

N. Within ten (10) business days of an employee, in the EA unit being hired the district will officially inform the Association President and UniServ Director of the new employee's following information.

1. Full name
2. Position and assignment
3. Starting salary
4. Home address
5. Assigned district e-mail address

ARTICLE IV
WORKING CONDITIONS

A. The Board shall make available in the District Buildings a lunchroom, and a restroom.

B. Private telephone facilities shall be made available to the employees for school related use. The use of district telephones for personal, non-school business, shall be discouraged, but reasonable use permitted. The district will advise newly hired employees, in no case shall any telephone be used to sustain/promote any supplementary employment or private business.

C. The Board recognizes the desirability of providing sufficient supplies for employees to perform their responsibilities.

D. Employees shall be kept informed about their personal and/or departmental yearly budget allocations, the timelines of the budget, the district ordering process and will be allowed input into the ordering of supplies.

E. The Board agrees that affected Association members shall be consulted the lesser of five (5) working day or seven (7) calendar days before changes in programs are implemented. The term "program change" includes program locations, program classification, office placements, and local school assignments, except under extenuating circumstances that will be provided in writing by administration.

ARTICLE V
CASELOADS

A. Caseloads will not exceed the level, which is permissible pursuant to the rules established by the Michigan Department of Education or ISD waiver.

B. If an employee is required to add to their caseload established at the beginning of the school year because of a vacancy or extraneous situation, the district will pay the employee their daily rate for the extra hours that exceed their normal caseload. Extra hours will be documented through a district provided timesheet.

C. No employee shall be required to sign a request supporting a deviation unless it is agreed between the administration and said member that to do so will not adversely affect the program. In determining whether the program will be adversely affected, it is expected that the state laws, administrative rules, and waivers as allowable, govern.

D. Supervisors will discuss caseloads with each affected employee and attempt to resolve any problem.

ARTICLE VI
WORKDAYS AND WORKING HOURS

A. The Board recognizes the members of the Association as professionals and as such has faith that they will perform the functions of their positions in a timely and effective manner. Full time employees will be expected to work 185 days, seven (7) hours of assigned duties per day exclusive of their lunch breaks. Some special education programs may have an extended work year. In no case will a full-time employee work less than seven (7) hours per day, Monday through Friday, unless the assignment appropriate for that employee so indicates, or unless specific permission has been granted by the supervisor. Employee shall be permitted to use planning time and lunch for school duties, including IEP's. Employees recognize and expect that in order to accommodate families and the local districts we serve; some IEP's or student meetings may need to be scheduled outside of normal working hours and is unpaid.

B. Professional staff members who are required to work extended hours and days by the Administration beyond their regular work schedule shall be compensated by extra pay at pro-ration of the individual's salary schedule as specified in the contract. The extended hours shall be documented and approved in advance as eligible for compensation. All other extended hours or days shall be voluntary. Employees can be required to attend up to two (2) one (1) hour meetings per month beyond normal working hours for staff meetings as needed.

C. When an employee is asked to work in a substitute capacity, he/she will be compensated at the current substitute teacher rate on a pro-rated basis.

D. All employees shall be entitled to a duty-free uninterrupted lunch period of thirty (30) minutes per day.

E. Every employee shall be entitled to thirty (30) minutes of preparation time within the seven-hour workday or 150 minutes of preparation/office time per week. Proportionate preparation time shall also be provided to part-time employees. Preparation time shall not be required to be used for IFSP, IEP, transition planning, MET meetings, staff and committee meetings, in service or like activities. Planning or office time shall be scheduled in uninterrupted blocks of at least thirty (30) minutes. Travel time shall not be considered preparation time.

F. In the event the employees are not able to coordinate their schedules so that each member receives the preparation time to which he/she is entitled, a joint committee of three members selected by the Association and three administrators shall attempt to develop such a schedule for that school year to ensure the preparation time.

G. In the event the District needs to add days to the calendar to meet MDE requirements, the employee shall be reimbursed at his or her daily rate.

H. SCHOOL DELAYS AND CLOSINGS

It shall be the intent of this section that employees:

1. Fulfill their obligation for contracted student contact time per school year subject only to the law, MDE rule, guideline, or regulation.

2. Reschedule service time to students/districts to compensate for time lost that is required to be made up.

3. Will not be required to make up time lost due to weather conditions or conditions not within the control of school authorities during any given contract year beyond the time required by state law.

4. When a local district to which an employee has been assigned has a delay and then subsequently is open, the employee will be expected to report for work by the time the local district is declared open after the delay is canceled.

5. When a local district to which an employee has been assigned has a delay and then is subsequently closed, the employee will not be required to report for work.

6. Where days are rescheduled outside the regular calendar, the employee's pay will not be reduced at the time of the closing, but no additional pay shall be received at the time of working the rescheduled days.

7. If the programs are canceled during the day, or delayed at the beginning of the day, employees shall be paid and shall not be required to make up such time unless required otherwise by law.

I. The district shall endeavor to hire certified substitute teachers when classroom employees are absent.

J. With the exception of special assignments which may require a contract year beyond the number of days anticipated for full time employees, all other employment in programs extending beyond the regular contract year will be offered:

1. First to the staff currently employed in that program.
2. Second to properly certified employees (including those on layoff) on the basis of seniority.
3. Third to those other properly certified, who apply.
4. Before scheduling the days of employment under this section, provision for allowing staff employed under the regular full-time work year in this program to make up lost time, shall be allowed.

K. Individual contracts will be available for all employees at the annual back to school meeting.

ARTICLE VII
MENTOR TEACHER

A. A Mentor Teacher shall be defined as a Master Teacher as identified in section 1526 of the School Code and shall perform the duties of a Master Teacher as specified in the Code.

B. Each employee in his/her first three (3) years of employment shall be assigned a Mentor Teacher by the administration with the approval of the Association. The Mentor Teacher shall be available to provide professional support, instruction, and guidance. The purpose of the mentor assignment is to provide a peer who can offer assistance, resources, and information in a non-threatening, collegial fashion.

C. Confidential Relationship: Because the purpose of the Mentor/Mentee match is to acclimate the bargaining unit member and to provide necessary assistance toward quality instruction, the Employer and the Association agree the relationship shall be confidential and shall not, in any fashion, be a matter included in the evaluation of the Mentor Teacher or Mentee. Neither the Mentor Teacher nor the Mentee shall be permitted to participate in any matter related to the evaluation of the other except where such information may point to violation of state/federal law. Further, the Mentor Teacher shall not be called as a witness in any grievance or administrative hearing involving the Mentor Teacher.

D. A Mentor Teacher shall be assigned in writing in accordance with the following:

    1. The Mentor Teacher shall be a tenured member of the bargaining unit unless a qualified employee is unavailable. In such a case a mentor teacher may be sought outside the bargaining unit with approval of the Association;
    2. A job description with input from the association will be provided to mentors.
    3. Participation as a mentor teacher shall not be required.
    4. The administrator shall notify the Association in writing of those members requiring a mentor assignment.
    5. The administration will notify the Association in writing when mentor teacher assignments have been finalized.
    6. Every effort will be made to match mentor teachers and mentees who work in the same building and have the same area of certification;
    7. The mentor teacher assignment shall be for one (1) year subject to review by the Mentor Teacher, Mentee and administration and the Association. This review shall take place within the first two weeks of the beginning of each semester.
    8. The mentor teacher must submit electronically to Human Resources a form provided by HR not later than the last day of the first semester and the last day of the second semester with a signature of the mentor and mentee certifying they have met during each time period. No further documentation will be required to be provided other than these two signatures per semester. Payments of one hundred dollars ($100) per semester shall be made to the mentor no later than two pay periods after the end of each semester.

E. Upon request, the administration may make released time available for the regular mentor teacher to work with the mentee in his/her assignment during the regular workday. Where possible the mentor teacher and mentee shall be assigned common preparation time. Activities and released time for both the mentor and mentee will be detailed in the Individual Development Plan (IDP).

F. A mentor teacher while participating will be paid $200.00 per year, payable as noted in item D8.

ARTICLE VIII
STAFF EVALUATIONS

A. The Association recognizes the right and responsibility of the administrative staff to evaluate the performance of non-administrative professional personnel. The Association also recognizes that visitation of classrooms is often times necessary in order to conduct proper evaluations.

B. The Board and the Association agree that evaluations shall be used constructively and cooperatively with the staff member in order to assist the staff member in becoming more effective. As new evaluation tools, and rubrics are discussed for potential adoption representatives of the Association will come together with administration to discuss and provide input for the implementation. Any changes or adjustments to evaluation tools and rubrics will be agreed upon by the Association and the Board. The tool is included as part of the agreement. All rubrics will be completed and given to employees by October 1st of each school year.

C. Probationary staff members shall be observated at least two (2) times per year (once per semester). Each evaluation shall be the result of at least two (2) observations. Non- probationary employees shall be evaluated at least once every three (3) years. Performance during the years when formal observation does not occur shall be maintained at the most recent evaluation score.

D. All monitoring or observation of the work of an employee shall be conducted openly and with full knowledge of the Employee.

E. The Board and the Association agree that evaluations shall be used constructively and cooperatively with the staff member in order to assist the staff member in becoming more effective. As new evaluation tools are adopted, a representative group of employees will come together with administration to discuss and provide input for the implementation of the new evaluation tool. The tool is included as part of the agreement.

F. Test results of student performance shall not be used to evaluate an employee's performance or fitness for retention.

G. An evaluation shall be based on not less than one class period or a particular teaching unit, whichever is shorter. All observations upon which evaluations are based shall be conducted during non-confidential interviews.

J The administrator shall prepare and submit a written report and recommendation to the employee within ten (10) working days of the evaluation. If an administrator believes an employee is doing unacceptable work, the reasons therefore shall be set forth in specific terms as shall an identification of the specific ways in which the employee is to improve and the assistance with attaining said improvement to be given by the administrator and other staff members.

K. The administrator shall hold a post-evaluation conference, if requested by the employee, for the purpose of clarifying the written report and recommendations. Such a conference shall be held within ten (10) working days of the submission of the written report to the employee.

L. An employee who disagrees with an evaluation or recommendation may submit a written answer which shall be attached to the file copy of the evaluation in question. In the event such answer is

not submitted within ten (10) working days, it shall be deemed waived.

M. No evaluation shall unduly interfere with the normal teaching-learning process.

N Any specific complaints, which warrant investigation, toward an employee shall be called to the employee's attention and the complainant identified and the complaint specified with ten (10) working days.

O. No employees' evaluation shall reference an employees' use of paid leave, consistent with contract language.

ARTICLE IX
ASSIGNMENTS, RE-ASSIGNMENTS AND TRANSFERS

Assignments shall be made by the Board subject to the following:

A. All employees shall be given written notice of their tentative assignments for the forthcoming year no later than May 1st. The notice shall include departments and work locations;

B. If an employee's assignment for the forthcoming year represents a change in the assignment then held by the employee, such reassignment will only be made after meeting with the affected employee to discuss the proposed reassignment. Reassignments will not be made capriciously and/or arbitrarily. In the event that more than one employee is certified for the assignment, the most senior person who desires the reassignment shall receive first consideration. Seniority shall not apply when the assignment requires unique professional skills and/or a special background;

C. Such meeting shall occur at least fifteen (15) working days prior to the effective date of the assignment, unless reassignment or transfer has been occasioned by the resignation, illness, death or other physical or mental incapacity of the employee, in which case, the time frame for measuring the meeting shall be the notice the Board received from said departed employee if it is less than fifteen (15) days.

D. Transfers or reassignments may be requested by a member of the Association at any time. Such request shall be made in writing to the immediate supervisor with a copy of said request to the Superintendent. Said application for transfer shall set forth the location or position sought, as well as the applicant's qualifications. Any request for transfer shall be acted upon with a reasonable time. No member of the Association shall be discriminated against because of a request for transfer.

E. A committee of employees and administrators will periodically review all existing and proposed job descriptions and, if necessary, make recommendations to the Superintendent for changes therein.

ARTICLE X
STUDENT DISCIPLINE AND EMPLOYEE PROTECTION

A. The Board recognizes its responsibility to give reasonable support and assistance to staff with respect to maintenance of control and discipline in the classroom and during the performance of other duties in which the staff may participate within the confines of board policies.

B. The teacher bears the primary responsibility for maintaining proper control and discipline in the classroom and understands that all disciplinary actions and methods invoked by them shall be reasonable and just and in accordance with the written board policy and administrative regulations.

C. Whenever it appears that a particular student requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, or when it appears the presence of a student in the class is disruptive of the educational process, the District shall be notified immediately. Immediate action will be taken to protect the physical safety of the student, other students, and/or the staff.

D. Any case of assault and/or battery upon a teacher while acting in the scope of his/her employment should be promptly reported to the Board or its designated representative. The Board shall, upon request, advise the teacher of his/her rights and obligations with respect to any such assault and/or battery in and shall provide such legal and other necessary representation and assistance as may be required in connection with incidents arising out of a teacher's self-defense in an attack on him/her.

E. Before being asked to perform techniques that are fundamental to a student's functioning, the employee shall have the option of requesting training regarding the technique and the district shall provide such training. Said techniques are to be described in writing and placed in each involved student's file. Such training shall be conducted by a person the District believes has an adequate background and is skilled in the technique, and conducted at a time when the staff member is not responsible for other students.

F. An emergency manager appointed under the Local Financial Stability and Choice Act, MCL 141.1501 et seq., may reject, modify, or terminate this collective bargaining agreement as provided in the Act.

ARTICLE XI
DISCIPLINE

A. No employee shall be discharged or disciplined for reasons that are arbitrary or capricious except for those itinerants per memorandum of agreement attached. Progressive discipline, i.e., a) reprimand, b) suspension, and c) discharge shall generally apply. The severity of the infraction may result in the skipping of steps of progressive discipline.

B. Any employee who is not subject to the teacher tenure laws of the State of Michigan shall not be discharged without having been given the opportunity to have a hearing pursuant to the following procedure:

1. Any time an employee is to be discharged, the Board, or its designee, shall furnish in writing the specific reasons therefore;

2. The employee may request a conference regarding said notice with his/her immediate supervisor and said conference shall take place within five (5) days after said request is made. The Employee shall have the right to have an association representative of his/her choosing present during said conference;

3. If the employee does not desire to have a conference, she/he may request the Superintendent to schedule a hearing concerning said discharge before the Board within twenty (20) days. Said hearing shall take place within fifteen (15) days from the date of said request, which is to be made in writing At said hearing the employee may be represented by counsel, may present witnesses or documents on their own behalf, and may cross examine the witnesses proceeded by the Board. Evidence at said hearing may be transcribed by any means which would accurately reduce the proceedings to a record which could be preserved, provided both the Board and the employee so agree. The employee may request that this hearing be public or kept private, at his/her option. Within ten (10) days from the date the Board concludes said hearing, the employee shall be notified of the decision which shall likewise be in writing specifying the reasons thereof The decision when made shall be based upon the evidence produced at said hearing.

4. The Board's decision shall be reviewable by an arbitrator. Said arbitrator is to be selected in accordance with the rules of the American Arbitration Association, with the rules and practices of said Association to govern said arbitration hearing. Provided, however, that any decision of the Board that has been subject to request for review within thirty (30) days from the date of posting said decision in the mail addressed to the employee at his/her last known address shall be final and conclusive.

ARTICLE XII
ABSENTEEISM AND TARDINESS

A. Unauthorized absenteeism may be grounds for loss of pay, suspension, and/or dismissal. Each employee is expected to notify the Superintendent or his/her designee in the event there is to be a loss of time. Such notification shall include the amount of time the employee expects to be gone. Additional time, beyond the original loss of time contemplated, shall be made in the same manner.

B. It is expected that each Employee will be prompt and prepared for work and will report to the assigned workstation at the prescribed time.

C. Any employee finding that he/she will not be available for work at the prescribed time shall notify the Superintendent and/or his designee in advance, except in cases of unusual circumstances when notification will be made at the earliest opportunity. Failure to comply with this procedure may be considered grounds for loss of pay, suspension, and/or dismissal.

ARTICLE XIII
LEAVES WITH PAY

A. PAID TIME OFF (PTO) & PAID TIME OFF BANK (PTO Bank)

1. Definitions

    i. Paid Time Off (PTO): Time is provided to each employee as described in bullet number one (1). PTO is added to each employee's Skyward account on July 1 of each year: new employees will receive a pro-rated amount as described in bullet number two (2). PTO days can be used for any reason.
    ii. Paid Time Off Bank (PTO Bank): This is time that an employee was granted but did not use. The time is rolled over into a PTO Bank. The PTO Bank is intended for the illness of the employee or the employee's family. Extraordinary circumstances may arise that require use of the PTO Bank for reasons other than illness. In this case, review bullet number six (6) for instructions on use.

2. Each employee contracted for at least 185 days of employment will receive fifteen (15) PTO days on the first day of his/her employment and twelve (12) PTO days on the first day of his/her employment on July 1st each school year thereafter. Further, employee(s) that work beyond a 185-day school year shall receive the equivalent of one (1) additional PTO day for every 140 hours worked beyond the 185 days.

3. Any employee hired after the first scheduled workday for the school year shall be granted PTO time on a prorated basis i.e. if hired in the month of August or September then fifteen (15) days granted, if hired in the month of October then fourteen (14) days granted, if hired in the month of November then thirteen (13) days granted and so on following the same pattern.

4. Unused PTO leave shall be converted to the employees Paid Time Off Bank (PTO Bank) annually on July 1st.

5. PTO leave requests of four (4) or more consecutive days, employees must submit a PTO/PTO Bank request form with rationale to their supervisor. The request shall be submitted no less than ten (10) days prior to the dates requested.

6. If an employee must take a day off that would fall into their Paid Time Off Bank (PTO Bank), the employee must submit a PTO/PTO Bank Request Form with rationale to their Supervisor to consider approval within ten (10) days. If the absence is due to illness, the employee must notify the HR Director as soon as reasonably possible. PTO Bank days are not intended for vacation or to extend retirement.

7. PTO/PTO Bank cannot be used for the following except with superintendent approval: to extend a vacation or extend a holiday. PTO/PTO Bank cannot be used in lieu of retirement.

B. PAID TIME OFF BANK

1. Unused Paid Time Off Bank (PTO Bank) days/hours shall accumulate from year to year, but not beyond a maximum of ninety (90) workdays for a regular employee. Employees who have accumulated more than 90 days of PTO Bank at the end of the school year will be reimbursed for those additional days at their daily rate of pay during the month of July of that school year.

2. Paid Time Off Bank (PTO Bank) time with pay shall be allowed once all PTO time has been exhausted as follows:

    i. PTO Bank shall be allowed for illness, disability (including pregnancy related) of an employee or for the illness of a member of the employee's immediate family. For definitional purposes, immediate family shall mean, father, mother, spouse, life partner, child, sibling, grandparent, grandchild, stepfamily, and in-laws. Other relatives may be included at the discretion of the superintendent.

    ii. Exposure to contagious disease posing a threat to the health of students. PTO Bank shall be allowed to employees who have been exposed to a contagious disease which poses a threat to the health of students. Such employee shall present a doctor's certification that the employee has been exposed to a contagious disease which poses a threat to the health of the students of the HCISD. Circumstances of the exposure shall be documented on the form supplied by the Board, including names of those involved, dates, length of time and nature of the exposure.

    iii. In cases of family illness or extended personal illness and where all PTO/PTO Bank, including accumulations thereof, have been exhausted, the employee shall be placed on leave without pay for a period not to exceed one year. Under the provisions of the Federal Family Medical Leave Act (FMLA), fringe benefits shall be provided and paid for by the employer for the first twelve weeks of this leave with the employee's contribution. The employee may be allowed to continue his/her health insurance at his/her own expense thereafter during the same period if allowed by the insurance carrier. The Board may extend this leave under extraordinary circumstances. Applicable paid leave shall run concurrent with FMLA.

    iv. If the board has a non-discriminatory reason to believe that an employee is abusing the PTO/PTO Bank it may give the employee notice of the fact that he/she will be required to provide substantiation for further absences. Such notice and requirement shall expire on the following June 30th. If such notice has been provided the Board shall reimburse the employee for actual medical costs if the employee obtains a physician's statement to the effect that "the employee's health condition makes work inadvisable" and also includes an estimate of the duration of the condition. The Board shall not reimburse expenses eligible from third party payment (e.g. insurance, Medicaid).

C. PAID LEAVE WHEN LEAVING EMPLOYMENT OF THE DISTRICT

1. When an employee leaves the employment of the Hillsdale County Intermediate School District, his/her accumulated PTO Bank will be paid to that employee at the time he/she

resigns or retires at a rate of 75% of current substitute pay. An employee's PTO will be pro-rated based on the last day or work, and will be paid at 75% of the current sub rate. An employee retiring from the district will receive all PTO days as granted. An employee who is released or resigned due to felony activity will not be eligible for severance pay unless a separation agreement is established between the district and the employee.

D. WORKERS COMPENSATION LEAVE

1. The Board shall allow each employee who is absent or on leave because of a work connected or job-related injury to receive the difference between the Worker's Compensation payment and their full salary for a period time not to exceed six (6) months in all compensable cases. These days shall not be charged against personal or sick leave. The Superintendent with the approval of the Board may extend the six (6) month provision.

E. BEREAVEMENT LEAVE

1. Each employee shall be granted up to five (5) days leave with pay for the death, funeral, or memorial service of a member of the immediate family of the employee that occurs during scheduled workdays. For definitional purposes, immediate family shall mean father, mother, spouse, child, stepchild, life partner, sibling, grandparent, grandchild, stepfamily, and in-laws. A member may complete a bereavement form (Appendix C) to list other specific, significant individuals in their life for consideration of prior approval for bereavement leave. Any other bereavement leave may be approved through superintendent approval

F. PAID LEAVE WHEN LEAVING EMPLOMENT OF THE DISTRICT

1. When an employee leaves the employment of Hillsdale County Intermediate School District, his/her accumulated PTO/ISB leave will be paid to that employee at the time he/she resigns or retires at a rate of 75% of current substitute pay. An employee who is released or resigned due to felony activity will not be eligible for severance pay unless a separation agreement is establish between the district and the employee.

G. JURY DUTY

1. Each employee shall be encouraged to fulfill his/her civic responsibility as a juror if summoned (as a juror) during his/her time of employment. He/she shall be paid his/her regular salary by the district during his/her required attendance as a juror or potential juror. If the juror receives compensation/stipend from the court, the employee will turn it into the business office. If the employee is released early, the employee shall contact his/her supervisor whether to return to work.

H. PROFESSIONAL MEETINGS AND RELEASE TIME

1. Professional meetings, conferences, and release time for graduate study, during the academic year, for meeting certain certification requirements or for professional growth are recognized extraordinary circumstances. Should the employee wish to attend any such meetings or conferences or should the employee desire to avail himself/herself of any release time, a written request shall be submitted to the Superintendent which request shall include a description of the activity, its duration, and the anticipated expense. The

Superintendent's approval must be obtained before said activity is attended. The Superintendent shall among other things use the following criteria to determine whether the request shall be granted relative worth of the activity, budgetary considerations, program demands, whether the programs are taught in the evening or during summer break, and the impact of the Employee's absence from the district.

ARTICLE XIV
SABBATICAL LEAVE

A. Sabbatical leave of absence may be granted to members of the professional staff of the district. The granting of such leave is subject to approval by the Board upon the recommendation of the Superintendent, when, in their considered judgment, the professional competence of the staff member and the general welfare of the district will be benefited.

B. Applications for Sabbatical leave must be filed with the Superintendent. The due date of such applications shall be March 1 for leaves beginning with the first semester of the next school year and October 15 for leaves beginning the second semester. The Superintendent shall inform the applicant in writing that the request is granted or rejected within sixty (60) days after the due date for filing the application.

C. The duration, financial, and any other terms will be negotiated individually and agreed upon by the employee, Board, and Association in a Letter of Agreement.

ARTICLE XV
LEAVES WITHOUT PAY

A. FAMILY MEDICAL LEAVE

1. In cases of family illness or extended personal illness, an employee may request, and the Board shall, following the provisions of the Family Medical Leave Act, grant an unpaid family medical leave. Under the provisions of this Act, fringe benefits shall be provided and paid for by the employer for the first twelve (12) weeks of this leave. The employee may choose to continue his/her health insurance at his/her own expense as permitted by law. If the employee fails to return from FMLA, the district may recover the cost of district paid insurance premiums as provided by law.

2. CHILD CARE LEAVE

    i. An employee may request childcare leave and the Board shall grant the same without pay subject to the following: Such leave shall not exceed the next two (2) semesters subsequent to the semester in which the leave is requested.

3. MILITARY LEAVE

    i. An employee who leaves the district in order to meet the obligations of compulsory military service in any branch of the armed services of the United States and who, upon termination of service, receives an honorable discharge, is still qualified and competent to perform the duties of his/her position and makes applications to the district within ninety (90) days following his/her date of separation, which application shall include the expected date when the employee shall commence work, which shall be not less than ninety (90) working days from the date of application except by mutual agreement, shall be restored to his/her position or to a position for which he/she is certified/approved/licensed.

B. MISCELLANEOUS

1. A leave of absence without pay may be granted to an employee for the following reasons: (I) continued study; (2) personal business; (3) political activity. Such leave may be for a period not more than one year. Leave under this section, may be renewable at the discretion of the Board.

C. RETURN FROM LEAVE

1. Return from leave shall be to a vacant position which the employee is fully qualified in the former classification, except as required by law and in accordance with Board Policy and shall not deprive the employee of formerly accumulated sick leave or position on the salary schedule. The time schedule for leaves shall be developed by the employee and the Superintendent/designee. If an employee wishes to modify the agreed to time schedule or extend the leave for another two (2) semesters, he/she shall request such writing and the Board may, at its discretion, renew the leave.

ARTICLE XVI
NOTIFICATION OF STAFF OPENINGS

A. When a vacancy or new position occurs within the professional unit, the following shall occur:

1. Professional employees shall receive written notification of all bargaining unit position vacancies or new positions and at least two (2) weeks prior to filling the position or vacancy except in case of emergency. A condition of emergency is to be agreed by the HCISDEA President or designee and the Superintendent.

2. Employees who have been laid off or are on leave shall receive written notification of a vacancy or new position and a description thereof by regular mail, through their last known address as disclosed by personnel files personal, and/or personal email address at least two (2) weeks prior to filling the position or vacancy;

3. Notice of any vacancy or new position and a description thereof will be emailed to all staff as well as on the HCISD website.

4. Employees and persons laid off or on leave who are interested in a specific vacancy or position shall inform the Superintendent in writing. If any such person is not accepted for said vacancy or position, and requests an explanation, the Superintendent shall provide written statement of reasons for such denial;

When certification, approval, license, length of service in the subject area within the district, experience in the subject area, evaluation, and overall qualifications are equal, vacancies shall be filled on the basis of length of service in the district.

ARTICLE XVII
SALARY CREDIT/SENIORITY

A. Seniority shall be defined as the length of service in the bargaining unit from the employee's date of hire. Date of hire will be defined as the date the Board took action to hire the said employee. If more than one employee has the same date of hire, seniority will be determined by scheduled first day of work; if employees have the same first day of work, it shall be determined by the last 3 digits of the employees drivers license. The employee with the lowest last 3 digits will have the higher seniority rate.

B. No later than thirty (30) days following the ratification of this agreement, and each new school year hereafter, the employer shall prepare a seniority list of all employees. All employees shall be ranked on the list in order of seniority. The seniority list shall be posted by October 15th for thirty (30) calendar days. Objections to the October list shall be filed in the posting period, thereafter, the list shall be final and conclusive.

C. Administrators will be allowed to retain seniority for the period of time during which they served in bargaining unit positions.
D. Seniority shall be lost when employment is terminated by resignation, retirement, discharge for cause.
E. Seniority shall continue to accumulate when employees are employed and/or are on approved leave as defined in other sections of this contract. Laid off staff members shall retain seniority accumulated prior to layoff.

F. Employees working more than 50% of the scheduled days in a semester shall earn one semester of seniority. Those working up to and including 50% of the days in a semester shall receive one-half (1/2) of a semester of seniority.

G. Salary changes will take place on the first day of each school year, or the first day of the second semester. Credit for salary schedule purposes will be credited as stated above.

ARTICLE XVIII
LAYOFF AND RECALL

A. In the event reduction of staff through layoff is contemplated, the following procedure will be utilized;

    1. If reduction of personnel is necessary, any probationary employee in the specific position being reduced or eliminated will be laid off first, provided there are certified and/or approved personnel to replace and perform all of the duties of the laid off personnel;

    2. If further reduction is necessary, layoff will occur based on the following factors: a) Certification/approval/license, b) Length of service in the district as an employee, c) Professional experience in the discipline within the bargaining unit;

B. Certifications/approval/license shall be defined as possessing the necessary credentials to satisfy state law in the area in which the employee is working.

C. After reduction of employees as outlined above, if there are positions that become vacant, laid off employees who are certified/approved/licensed will be given the first opportunity to fill such positions. In the event two (2) or more employees are certified/approved/licensed, recall will proceed in accordance with 2.a) above. If all factors are equal, recall will proceed according to seniority:

    1. No new employees shall be hired while there are employees on lay-off who are certified/licensed/approved to fill the position.

    2. Laid off employees may continue insurance benefits by paying the premium with approval of the insurance carrier.

    3. The Board may, when circumstances require, temporarily fill such vacancy with substitute personnel. However, the Board shall use its best efforts to fill the position as soon as possible.

D. Except in the event of an emergency, all employees to be laid off will be notified one week before the April Board of Education Meeting.

E. Recall of all employees shall be in the reverse order of lay-off. Those laid off last will be recalled first.

    1. Bargaining unit members on layoff shall retain their right to recall for up to three (3) years.

    2. All employees who are to be recalled shall be notified by certified mail, return receipt requested, at their current addresses as reflected by their school personnel file. The return of the certified mail receipt or the notification from post office authorities that the notice was not received shall constitute said notice.

    3. Said employees will have ten (10) working days from receipt of notice to notify the Board, in writing, regarding their acceptance of the position. The ten (10) working days will mean days which the Intermediate School District office building is scheduled for

work.

4. Failure to accept the recall in the manner described above will result in forfeiture of all future rights of recall unless the Michigan Tenure Commission or the courts provide otherwise.

5. Refusal of less than a full-time position shall not forfeit the employee's right to remain on the recall list.

6. Recalled employees shall retain all sick leave and other benefits unless said benefits had been paid at time of layoff.

ARTICLE XIX
GRIEVANCE PROCEDURE & ARBITRATION

A. Definition and Presentation. A grievance is defined as an alleged violation of a specified Article or Section of this agreement. If any such grievance arises, there shall be no stoppage or suspension of work because of such grievance, but such grievance shall be processed through the following grievance procedures.

    1. When a cause for complaint occurs, the affected employee shall request a meeting with his/her immediate supervisor within forty-five (45) days of the affected employee's workdays of the cause of complaint or knowledge of same, in an effort to resolve the complaint. The association may be notified and a representative thereof present with the employee at such meeting. If the employee is not satisfied with the results of the meeting, he/she may formalize the complaint in writing as provided hereunder.

B. Procedure

    1. Step 1. Within five (5) working days of the above meeting the employee will present the grievance in writing to his/her immediate supervisor. Within ten (10) working days after presentation of the grievance, the immediate supervisor shall give his/her answer in writing to the employee.

    2. Step 2. If the grievance is not resolved through Step 1, the employee may within ten (10) working days from receipt of the immediate supervisor's answer, submit to the program director a signed written statement of grievance, a copy of which shall be given to the immediate supervisor simultaneously. The statement of grievance shall name the employee involved, shall state facts giving rise to the grievance, shall identify all provisions of this agreement which are alleged to be violated by appropriate reference, shall state the contention of the employee and union with respect to these provisions, and shall indicate the relief requested. This grievance shall also be signed by the employee involved. The program director shall answer said statement of grievance in writing within ten (I0) working days after receipt of the written statement of grievance. Additional time may be allowed by mutual agreement of the program director and employee if further investigation is warranted.

    3. Step 3. If the grievance is not resolved through Step 2, the same shall be submitted in writing within ten (10) working days to the Superintendent for review. The Superintendent shall within ten (10) working days notify the employee in writing of his/her decision concerning said grievance.

    4. Step 4. If the grievance is not resolved through Step 3, the Superintendent together with a representative or representatives of the Board of Education, the grievant, and the Association representatives shall meet within thirty (30) working days, to discuss the grievance unless a longer time is mutually agreed upon. The Board shall issue its final disposition in writing within ten (10) working days of the meeting.

    5. Step 5. If a satisfactory disposition of the grievance is not made as a result of the meeting provided for in Step 4, either the Board or the Association within ten (10) working days of receipt of the Board's written disposition shall have the right to appeal the dispute to Arbitration. The grievance shall be submitted to the American Arbitration Association in accordance with its rules.

C. The term "days" when in this Article shall mean workdays. During the summer "days" shall be when the administrative office is open. Time limits provided in this Article shall be strictly observed but may be extended by mutual written agreement which shall not be unreasonably denied.

D. Powers of Arbitrator It shall be the function of the arbitrator, and he/she shall be empowered, except as his/her powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific articles and sections of this agreement.

1. He/she shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this agreement.

2. He/she shall have no power to establish a salary schedule different from the one contained in the master agreement.

3. He/she shall have no power to rule on any of the following:

    a. Discharge or failure to employ any probationary teacher or any other teacher in a situation where the tenure commission has jurisdiction. This subsection shall not deal with layoff or recall;

    b. Any claim, except as hereinbefore noted, where an employee has chosen to pursue redress in another legal forum;

    c. Any prohibited subject of bargaining.

    d. Any matter involving the substantive portion of teacher evaluations as long as the procedural portions established in Article 9, Staff Evaluations, have been complied with.

4. He/she shall have no power to change any practice, policy, or rule of the Board nor to substitute his/her judgment for that of the Board as to the reasonableness of any such practice, policy, rule or any action taken by the Board. His/her powers shall be limited to deciding whether the Board has violated the express articles or sections of this agreement.

5. He/she shall have no power to decide any question which, under this agreement, is within the responsibility of management to decide.

E. There shall be no appeal from an arbitrator's authority as set forth above. Said decisions shall be final and binding on the Association, its members, the employee, or employees involved and the Board.

F. The fees and expenses of the arbitrator shall be shared equally by the Board and the Association, unless the Association pursues arbitration on a prohibited subject to bargaining in such case, the Association shall pay the arbitration fees. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.

G. It is understood that the Association may file grievances on behalf of members or groups of members so long as such grievances shall be signed by either the Association President or his/her designee.

ARTICLE XX NEGOTIATION PROCEDURES

A. Negotiations shall be conducted during non-school hours, except under extra-ordinary circumstances. However, when negotiations are conducted during regular school hours, release time shall be provided for not to exceed three (3) members of the Association's negotiating committee.

B. Copies of the final agreement shall be printed at the expense of the employer and one copy shall be furnished to each employee now employed or hereafter hired by the employer. Additionally, the employer shall furnish fifteen (15) copies of the Agreement to the Association, without charge.

C. If any provision of this agreement or any application of the agreement to any employee or members shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

D. This agreement shall supersede any rules, policies, regulations, or practices of the board which shall be contrary to or inconsistent with its terms. The provisions of this agreement shall be incorporated into and be considered part of the established policies of the board.

ARTICLE XXI
COMPENSATION AND INSURANCE

A. COMPENSATION

1. All certified professional staff shall be placed on the proper step on the salary schedule, based on experience and training.

2. All non-certified employees or any employee without a bachelor's degree who are covered by the Professional Staff Collective Bargaining Agreement (CBA) will be placed on the AA Salary Schedule. Salary and step increases will continue as specified in the CBA. When an employee obtains certification or a bachelor's degree, the employee will move to the BA/BS Salary Scale based on their years of service with Hillsdale Intermediate School District.

    a. This Letter of Agreement will not affect employees hired **before July 1, 2026**. Employees who were placed on the BA/BS scale before July 1, 2026, without the required credentials, will remain on the BA/BS scale and will continue to receive salary and step increases as outlined in the CBA.

    b. Current and new CTE instructors shall meet with their supervisor to ensure the academic plan has been created and reviewed annually. For those new CTE instructors not fully certified; they shall meet with their supervisor in the Spring of their first year to determine an academic plan toward full certification. This plan will be reviewed annually and adjusted as needed.

3. All certified staff hired prior to April 1st of a given school year will be granted a full step in the upcoming school year if steps are granted per contract. Staff members hired on or after April 1st of a given school year will remain on the step at which they were hired until the start of school the following calendar year if steps are granted per contract.

4. Additional graduate work (in the field of competency) shall be reimbursed at the rate $120.00 per semester hour. Above reimbursement will be made for term/quarter hours on a pro rata basis with three (3) quarter/term hours equal to two (2) semester hours of credit. Reimbursement will be provided only for those hours earned after completing necessary course work needed for full approval and full certification.

    b. Additional undergraduate courses (in the field of competency) shall be reimbursed using the above formula when the course is approved by the employee's supervisor. Factors such as course content, appropriateness of the course to the employee's assignment and needs of the school district will be considered by the supervisor. No course will be approved until the employee has been fully certified and fully approved.

    c. "In the Field of Competency", shall describe those courses in which an employee may enroll to improve skills which would enhance the staff member's performance in the specific position in which he/she is currently employed and shall also include courses leading to a degree in the specific skill area in which the employee is currently employed.

5. Adjustment in salary is to be made as of the beginning of the work year and the first day of the second semester for any credits earned during previous semester.

B. BASE SALARY

1. The base salary schedule for the school year(s) shall be in accordance with Appendix A attached hereto and made a part hereof.

2. Extra hours required to be worked shall be paid at the rate of 1/7 of the employee's per diem rate for each hour worked beyond the regular school day.

3. Employees who work more than 185 days shall be paid at the same rate for time beyond 185 days as for the original 185 days. The rate of pay will be determined by the salary schedule appropriate for the time during which the days are worked.

C. MERIT PAY

1. Merit pay of one hundred dollars ($100) off-schedule shall be granted in the month of June for those bargaining unit members receiving an effective or highly effective evaluation.

D. INSURANCE

The Board of Education agrees to furnish to all eligible employees Plan A or Plan B. Unless otherwise required by law, including the Patient Protection and Affordable Care Act, an Employee shall be considered eligible if the Employee works at HCISD full-time (.6 or greater FTE). Board contributions shall be pro-rated for part-time (.59 or less FTE) Employees based on the relationship of the assignment to a full-time assignment. Employees shall receive insurance during the summer months, so long as the Employee pays their portion of the medical benefit plan costs and other insurance premiums/costs.

HCISD will annually distribute through district email the medical and ancillary benefit highlights, including dental insurance programs, term life insurance programs, vision insurance programs, and long-term disability programs, identified in the Lenawee/Hillsdale County Heath Consortium A. Any plan changes within Consortium A will be agreed upon by the HLCEA Consortium Steering Committee and The Lenawee/Hillsdale County Consortium Governing Board.

All insurance coverages are based upon the Consortium A plans and contingent on Consortium A rates. Should HCISD leave the consortium, insurance coverages and employee cost shares will continue as listed below unless a different agreement is negotiated.

PLAN A – INSURANCE FOR THE EMPLOYEES ENTIRE FAMILY

1. The Board will provide, selected by the member during open enrolment, any of the four (4) MESSA plans included in the Lenawee County Health Consortium.

2. The District shall pay the current premium costs caps annually adjusted as determined by the State Treasurer as established by the Publicly Funded Health Insurance Contribution Act, MCL 15.561 et seq. As provided in that law, the District may deduct the employee's proportional cost of the medical benefit plan from compensation due to the employee.

3. For the Delta Dental coverage, HCISD will pay the premium for each bargaining unit member enrolled in Plan A (as defined by the Consortium plan).

    a. Delta Dental - Class I 100%
    b. Class II 80%
    c. Class III 80% Annual Max $1500
    d. Class IV 80%

e. Lifetime $1500

4. MESSA term life insurance $50,000 as defined by the Consortium plan. HCISD will pay the premium for each bargaining unit member enrolled in Plan A.

5. Vision Service Plan (VSP) — VSP 2 (S) as defined by the Consortium plan. HCISD will pay the premium for each bargaining unit member enrolled in Plan A.

6. Long Term Disability. The Board agrees to provide to all Employees an insured income continuation plan for disability extending beyond the Employee's accumulated sick leave. The income continuation plan and insurance carrier are as set forth in the Consortium plan as mutually agreed upon. For long term disability insurance, HCISD will pay the premium for each bargaining unit member.

PLAN B – CASH OPTION

Employees may elect to not participate in the group health insurance Plan A as described in E.2 above.

1. Alternatively, Plan B may be chosen and is as follows: The Board will pay a cash in lieu benefit for those employees declining to participate in the group health insurance Plan A. Employees who choose to receive the cash-in-lieu must first show proof of alternative minimum essential medical coverage outside of the Health Insurance Marketplace per the Affordable Care Act.

2. Cash-in-lieu For those employees declining participation in the Plan A, the Board will pay a benefit of $7200.

3. Cash Option Increase: When the base number of employees opted for cash-in-lieu reaches 47 employees district wide, cash in lieu benefit will increase to $9600.

4. In order to ensure that eligible employees receive cash-in-lieu in compliance with the PPACA, the following conditions must be met: (a) The employees voluntarily and in writing opts out of the available medical health care plan; and (b) provides documentation to the Superintendent’s Designee that the employee has other medical health care coverage that meets the minimum value and coverage requirements of the Affordable Care Act.

5. For the Delta Dental coverage, HCISD will pay the premium for each bargaining unit member enrolled in Plan B (as defined by the Consortium plan).
    a. Delta Dental - Class I 100%
    b. Class II 80%
    c. Class III 80% Annual Max $1500
    d. Class IV 80%
    e. Lifetime $1500

6. MESSA term life insurance $50,000 as defined by the Consortium plan. HCISD will pay the premium for each bargaining unit member enrolled in Plan B.

7. Vision Service Plan (VSP) VSP 2 Silver as defined by the Consortium plan. HCISD will pay the premium for each bargaining unit member enrolled in Plan B.

8. The amount of the cash payment received may be applied by the employee to a tax-deferred annuity. To elect a tax-deferred annuity, the employee shall enter into a salary reduction agreement.

9. All costs relating to the implementation and administration of the Section 125 program shall be borne by the employer.

10. Part time employees shall be provided with part time benefits prorated to hours worked.

11. All other benefits shall apply and be prorated as per this contract and length of contracted employment except that where a staff member has already attained 100% of insurance/annuity entitlements; no additional payments will be allowed according to this additional employment provisions.

12. Any contribution amounts which may include fees, taxes, medical benefit plan costs (as defined within Public Act 152 of 2011, as amended), and other insurance premiums/costs, exceeding the Board's contribution shall be payroll deducted from the wages of the enrolled Employee or if payroll is insufficient, paid directly by the bargaining unit member no later than the 1st of the month in which the payment is due.

E. REIMBURSEMENT FOR USE OF PERSONAL AUTOMOBILE

1. All allowable mileage to be paid to any employee shall be paid at the current Internal Revenue Service (IRS) rate. Each employee, when computing the allowable mileage, should do so by taking the miles driven between his/her office and a place to which he/she must drive as part of his/her normal work schedule. For purposes of this Article, no mileage shall be allowed between the employee's home and his/her office.

F. MALPRACTICE INSURANCE

1. The Board will maintain a minimum of $1,000,000.00 coverage on the professional staff (employees) described as incidental medical malpractice liability coverage in the property/casualty pool policy-broad form comprehensive general liability endorsement and further contained in the errors and omissions policy.

G. PROFESSIONAL EXPENSE STIPEND

1. The district (Board) shall pay every bargaining unit member a five hundred dollar ($500) professional expense stipend for the employee to use toward professional memberships, dues, fees, and any unreimbursed supplies. No receipts or documentation must be provided by the employee to receive the annual stipend. The stipend shall be paid out twice a year $250 to be paid in December and $250 to be paid in June of the school fiscal year. A bargaining unit member employed on those dates shall be eligible and receive the stipend.

H. Dues and Payroll Deductions

1. Any teacher who is a member of the Association, or who has applied for membership, may sign and deliver to the Board, an assignment authorizing deduction of Professional Dues in the Association. Dues will be as established by the Association annually by September 1st in writing to the Superintendent. Such authorization shall continue in effect from year to year unless revoked in writing between June 1st and September 1st of any year. Upon receipt of written authorization, the Board agrees to payroll deduct member’s annual dues obligations over 21 pays.

2. In the event of any action against the Board, by an individual who is an Association member or was at the time of an alleged incident, brought in a court or administrative agency because of its compliance with this agreement, the Association agrees to defend such action, at its own expense and through its own counsel, provided:

    i. The Board gives notice of such action to the Association.
    ii. The Board gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available to both trial and appellate levels.

ARTICLE XXII
MISCELLANEOUS PROVISIONS

A. This agreement incorporates the entire understanding of the parties on all issues which were or could have been the subject of negotiations. This agreement may be modified, in whole or in part, by the parties by an instrument in writing duly executed by both parties.

B. This agreement shall supersede any written policies of the Board or written administrative regulations which are contrary to its terms.

C. If any article or section of this agreement shall be found to be contrary to existing law, this shall not invalidate any of the other articles or sections of this agreement.

D. Nothing contained herein shall be construed to deny or restrict to any teacher rights he/she may have under the Michigan General School Laws and Statutes related thereto.

E. Under the provisions of section 380.1231 of the Michigan School Code, each employee shall be provided with an individual contract. Any individual contract between the employer and an individual employee heretofore executed shall be subject to and consistent with the terms and conditions of this or subsequent agreements to be executed by the parties. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

F. The annual professional staff calendar shall be developed by consultation with the professional staff.

G. If an emergency financial manager is appointed by the state under the Fiscal Accountability Act, the emergency manager may reject, modify, or terminate the collective bargaining agreement in his/her sole discretion. This authority is a prohibited subject of bargaining under the Public Employment Relations Act (PERA).

ARTICLE XXIII
SPECIAL SUMMER PROGRAMS

A. Each year the District may appropriate an amount to be used for funding special summer projects/programs. The District may solicit proposals from employees with such proposals designed to help implement specific board adopted goals. Such proposals may be for operation of programs/services provided by employees during the summer as special summer programs.

B. The district will review each proposal received and will evaluate and rank each proposal according to its perceived ability to assist in implementation of board goals, availability of funds, cost effectiveness and such other criteria as the District deems appropriate. The District will determine, on the basis of the above review, which, if any, proposals will be funded. However, if the District's evaluative criteria indicate proposals are equal in rank, then the employee having more seniority will be selected to proceed with their proposed program.

C. Total funding for all proposals in a given school year will be determined solely by the District as will ranking, evaluative criteria and selection of any proposal for funding. The District's evaluation of proposals, ranking decision on funding will be final and will not be the subject of any grievance, complaint or action initiated through the grievance process or through any other forum.

ARTICLE XXIV DURATION OF AGREEMENT

This Agreement shall be effective as of the 1st day of July 2026 and shall continue in effect until the 30th day of June 2028.

Signature Association President	Signature of HCISD Board President
Association Bargaining Representative	Board Bargaining Representative

APPENDIX A: SALARY SCHEDULES

Salary Schedule Scale for 2026/27 and 2027/28

Steps	AA	BA/BS	MA or BA/BS PLUS 30	BA/BS PLUS 60	BA/BS PLUS 90	BA/BS PLUS 120 PHD/EDD+
1.00	40,000.00	51,997.00	55,629.00	59,693.00	63,512.00	67,538.00
2.00	41,500.00	54,897.00	58,779.00	63,093.00	67,212.00	71,438.00
3.00	43,000.00	57,797.00	61,929.00	66,493.00	70,912.00	75,338.00
4.00	44,500.00	60,697.00	65,079.00	69,893.00	74,612.00	79,238.00
5.00	46,000.00	63,597.00	68,229.00	73,293.00	78,312.00	83,138.00
6.00	47,500.00	66,497.00	71,379.00	76,693.00	82,012.00	87,038.00
7.00	49,000.00	69,397.00	74,529.00	80,093.00	85,712.00	90,938.00
8.00	50,500.00	72,297.00	77,679.00	83,493.00	89,412.00	94,838.00
9.00	52,000.00	75,197.00	80,829.00	86,893.00	93,112.00	98,738.00
10.00	53,500.00	78,097.00	83,979.00	90,293.00	96,812.00	102,638.00
11.00	55,000.00	80,997.00	87,129.00	93,693.00	100,512.00	106,538.00
12.00	56,500.00	83,897.00	90,279.00	97,093.00	104,212.00	110,438.00
13.00	58,000.00	86,797.00	93,429.00	100,493.00	107,912.00	114,338.00
14.00	59,500.00					

2026/27 Placement on the new salary schedule.

Each employee will be placed on the new 13 step salary schedule by the following:

1. Current step +1 on the old Salary schedule
2. New step dollar amount transfers to the current scales next closest dollar amount
3. Any employee who qualifies to move lanes based on new BA/BS Plus lanes will inform the district they qualify for such lane movement.

2027/2028

1. All employees will move one step
2. If an employee in 2026/27 school year was placed on the last step, said employee will receive an off-schedule allocation of $1300.

APPENDIX B: GRIEVANCE REPORT FORM HILLSDALE ISD

Grievance Number:

Distribution of Form
Supervisor
Program Director
Superintendent
Association
Employee

Submit to Immediate Supervisor in Duplicate

BUILDING _____

ASSIGNMENT_____

NAME OF GRIEVANT _____

DATE FILED _____

Informal Discussion of complaint with Immediate Supervisor within 45 days.

_____

_____

_____

_____

_____

_____

_____

_____

_____

Step 1

Present grievance in writing to Immediate Supervisor within 5 working days of the informal meeting.

A. Date the Cause of Grievance Occurred _____

B. Statement of Grievance (Be specific and list Article and sections of the Agreement that have been violated).

_____

_____

_____

_____

C. Relief Sought

_____

_____

_____

D. Date discussed with Immediate Supervisor _____

_____

Signature and Date

E. Decision by Immediate Supervisor (Must be within 10 working days of initiating step 1.)

_____

_____

_____

_____

Signature and Date

F. Position of The Grievant and/or Association

_____

_____

_____

_____

Signature and Date

If additional space is needed For Step I, attach additional sheets.

Step II

A. Date Received by Program Director
(Must be within 10 working days from receipt of Immediate Supervisor's answer).

DATE: _____

B. Decision of Program Director (Must be within 10 working days after receipt of the written statement of grievance.)

_____

_____

_____

_____

Signature and Date

C. Position of Grievant and/or Association

_____

_____

_____

_____

Signature and Date

If additional space is needed for Step II, attach additional sheets.

Step III

A. Date Received by Superintendent or Designee (Must be within 10 working days from receipt of Program Director's answer.)

DATE: _____

B. Decision of Superintendent (Supt. has 10 working days from receipt).

_____

_____

_____

_____

Signature and Date

D. Position of Grievant and/or Association

_____

_____

_____

_____

Signature and Date

If additional space is needed for Step III, attach additional sheets.

Step IV

A. Date Received by Board of education or Designee.

DATE: _____

B. Decision by Board (Must consider grievance within 30 working days and then has 10 working days from to make final determination).

_____

_____

_____

_____

_____

_____

_____

Signature and Date

C. Position of Grievant and/or Association

_____

_____

_____

_____

Signature and Date

If additional space is needed for Step IV, attach additional sheets.

Step V

A. Date Submitted to Arbitration (Must be within 10 working days of Board's Decision)

DATE: _____

B. Disposition & Award of Arbitrator

_____

_____

_____

_____

_____

_____

_____

Signature and Date

If additional space is needed for Step V, attach additional sheets.

APPENDIX C: Bereavement Form for Professional Staff

This form may include individuals beyond the scope of immediate family and spouse's immediate family. Please complete this form and return it to Human Resources.

Name if Individual	Relationship to Employee

MEMORANDUM OF AGREEMENT BETWEEN
BOARD OF EDUCATION OF HILLSDALE COUNTY INTERMEDIATE SCHOOL DISTRICT AND
HILLSDALE COUNTY INTERMEDIATE SCHOOL DISTRICT EA/MEA/NEA

A. The following nonteaching personnel shall retain just cause discipline for the purposes of discharge. If they obtain tenure as classroom teachers, the listed employees shall be subject to the provisions of the tenure act.

1. KRISTIN KAY VANDER HILL
2. JAMISON MARIE MONAHAN
3. ELIZABETH ANN QUIGLEY
4. LINDA SUE STAIB
5. STACI JUNE HAINES -SLAMKA
6. ABBY LOUISE ALLEY
7. ALLISON MACH
8. EMILY MYERS
9. KANDACE RUBIN
10. MATTHEW DUFF (Eligible for tenure in 2023)
11. ALIXANDRA NEITZERT
12. KELCI D MORRILL

B. Any new hires as of September 1, 2018, shall be subject to discipline for reasons that are not arbitrary or capricious. It is understood that if the listed employees leave the employ of the district and return at a later time, they will no longer be under the just cause standard for discipline.