MASTER AGREEMENT

between the

BOARD OF EDUCATION OF THE
HILLMAN COMMUNITY SCHOOLS

and the

NORTHERN MICHIGAN EDUCATION ASSOCIATION,
MEA/NEA

July 1, 2024 to June 30, 2027

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This Agreement by and between the Board of Education, Hillman Community Schools (hereinafter called the "Employer") and the Northern Michigan Education Association, MEA/NEA (hereinafter called the "Association").

PURPOSE AND INTENT

The Employer and the Association recognize that the primary goal of the Employer and its Teachers is to provide quality education for the children of the District. This Agreement was reached after the parties bargained in good faith with respect to wages, hours, and conditions of employment, and sets forth terms and conditions of employment that foster attainment of this goal.

ARTICLE 1
RECOGNITION

A. The Employer recognizes the Association as the exclusive representative, as defined in Section I I of Act 379, Public Acts of 1965 as amended, for all of the individuals in the collective bargaining unit set forth below:

> All certified and non-certified or licensed teaching personnel, media specialists, counselors, academic advisors, instructional/data coaches and other certified professional staff of the Hillman Community Schools, EXCLUDING administrative, supervisory and executive personnel, substitutes, athletic director, aides, certified personnel employed in non-teaching positions, and all other non-professional employees.

The term "Teacher" when used in this Agreement shall refer to all individuals represented in the bargaining unit as above defined.

B. Nothing contained herein shall prevent the Employer from modifying, revising, combining, or eliminating any position in this Article pursuant to the conditions of this Agreement.

ARTICLE 2
MANAGEMENT RIGHTS

The Board of Education, on its own behalf and on the behalf of the school district, hereby retains and reserves unto itself in accordance with applicable laws, regulations and this contract; all powers, rights and authority, conferred and vested in it by the laws and Constitution of the State of Michigan and of the United States, including but without limiting the generality of the foregoing, the right:

A. To the executive management and administrative control of the school system and its properties and the facilities and the activities of its employees in their professional employment.

B. Continue its rights and responsibilities for the hiring, assignment and direction of work of employees covered by this Agreement. Continue to determine qualifications of all employees and the conditions for the continued employment or their dismissal or demotion; and to promote, and transfer all such employees. Any such transfer shall be in agreement with any other provisions related to transfer within this Agreement

C. Determine the hours and starting times and scheduling of all the foregoing, but not in conflict with specific provisions of this Agreement. If new state requirements regarding work hours and/or day are in conflict with the provisions of this Agreement and the state requirements do not specify details of new work hours and/or days, changes will be subject to negotiations between the Association and the Employer.

D. Determine the services, supplies and equipment necessary to continue general school operation and to determine the methods, schedules and standard of operation, the means, methods, and processes of carrying on the general school operations. Association representatives will be consulted when advisable.

E. Determine the number and location or relocation of all school facilities.

F. Determine the placement of operations, service and the source of materials and supplies.

G. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.

H. Nothing in this Agreement in any way shall prevent or limit the Board from participating in cooperative educational programs with any entity.

ARTICLE 3
ASSOCIATION AND TEACHER RIGHTS

A. Teachers have the right to organize, join and support the Association for the purpose of engaging in collective bargaining and other lawful concerted activities. The Employer agrees that it will not deprive any Teacher of their rights under any laws of constitutions of the State of Michigan or the United States, and that it will not discriminate against any employee by reason of their membership in the Association, their participation in any lawful concerted activities of the Association or their institution of any grievance, complaint, or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B. The political activities and private life of Teachers shall not be grounds for any discipline or discrimination with respect to their employment, as long as their actions do not interfere with their ability to perform their assigned jobs.

C. The Association and its members shall have the right to use the Employer's premises during and outside of regular school hours for Association meetings in accordance with the Employer's normal scheduling practices.

D. Association representatives shall be permitted to transact Association business on school property. Any organized transaction of Association business during regular hours must be with the approval of the building principal, providing that this business shall not interfere with or interrupt normal school operations.

E. Each Teacher shall have the right upon request to review the contents of their own personnel file. A representative of the Association may be requested to accompany the Teacher in such review.

F. Teachers hired in positions eligible for tenure shall be probationary Teachers for the first four (4) years of their employment with the District, provided, however, that Teachers who had previously achieved tenure with another district shall only be in a probationary status for a period of up to two (2) years.

G. A Teacher shall not be disciplined, discharged, or demoted without just cause. For purposes of this section, a determination not to renew a Teacher's individual contract is not discipline, discharge or demotion of that individual. Dismissal of a probationary Teacher at any time other than at the end of the school year shall be subject to the grievance procedure.

H. A Teacher shall at all times upon request be entitled to have present a representative of the Association when they are being reprimanded, warned, or disciplined for any infraction of discipline or delinquency in professional performance. When the formal discipline process begins or when a request for such representation is made, no action shall be taken with respect to the Teacher until such representative of the Association is present, provided it does not cause a delay or more than three (3) school days.

I. The Employer agrees to furnish to the Association in response to reasonable requests all available information concerning the financial resources of the District, tentative budgetary requirements and allocations and such other information as will assist the Association in representing members of the bargaining unit.

J. The Association's Negotiation Committee shall be provided with a complete list of the teaching staff, their degree or approved credit hours, and their teaching experience and current salary, including Schedule B. This information shall be provided by no later than October 1st of each year.

K. Beginning July 1, 2024, and every 90 days thereafter, designated Association representatives will be given a complete listing of all bargaining unit staff that includes the following:
   a. First, middle, and last name.
   b. Start date of employment in current bargaining unit.
   c. FTE, step, lane placement with annual salary (Base contractual wage or Schedule A only).
   d. Building(s) and room number(s) assigned.
   e. Employee identification number (if applicable).
   f. State Personal Identification Code (PIC) if applicable.
   g. Name of position.
   h. Work email address and personal email address.
   i. Home mailing address.
   j. Home and cell phone number.

L. The above-listed information shall be provided via email in a Google document.

M. Designated Association representatives shall be given, via e-mail and attached Google document, the same information detailed in Section A above within five (5) business days of any new hires of bargaining unit members that occur throughout the year.

N. Termination of employment, by any bargaining unit member shall be reported to the designated Association representatives, including the termination date, via e-mail no later than five (5) business days after the member's last day of employment.

O. Notification of any bargaining unit member placed on layoff or leave of absence (paid or unpaid) lasting more than three (3) days shall be reported to the designated Association representatives via e-mail no later than five (5) business days after the first day of leave. Notification of any bargaining unit member returning from a layoff or leave of absence (paid or unpaid) shall be reported to the designated Association representatives via e-mail no later than five (5) business days after the first day of return.

P. In the event that this District shall be annexed, consolidated, or otherwise reorganized with one or more districts in whole or in part, the Employer will endeavor to secure the continued employment of its Teachers in such district. If any of the above causes a negative impact upon a Teacher employed by the successor Board of Education pursuant to this agreement,

upon request the Employer will negotiate with the Association over the impact of the decision to annex, consolidate, or reorganize.

ARTICLE 4
PAYROLL DEDUCTIONS AND ASSOCIATION MEMBERSHIP

A. Upon appropriate written authorization from an Employee, the Board shall deduct from the salary of any such Employee and make appropriate remittance into banks and credit unions. Deductions shall also be made for MEA Financial Services programs, MESSA programs not fully employer paid, annuities, tax-deferred plans and other payments.

B. Payroll deduction of dues shall become effective on September 1 of the year the Association notifies the Employer of its intent to implement payroll deduction of Association dues, assessments, and/or political action committee (PAC) contributions.

C. Any bargaining unit employee may voluntarily become a member of the Association. A member of the Association or an employee who has applied for membership may sign and deliver to the Employer a signed form authorizing the payroll deduction of dues, assessments, and/or contributions to the Association and/or its PAC. Said authorization if received in a hard copy signed form or an electronically signed form provided by the Association shall be accepted and processed by the Employer.

The Employer shall process payroll deduction forms received from members within 10 (ten) business days of receipt. Such authorizations shall continue in effect from year-to-year unless revoked in writing by the teacher under procedures administered by the Association.

Pursuant to such authorization, the Employer shall deduct one-tenth (1/10th) of such dues, assessments, and/or contributions from the regular salary check of the bargaining unit member each month for ten (10) months, beginning in the first paycheck in September and ending in June of each year.

If the payroll deduction amounts change within the course of any school year, the Association shall provide to the Employer a payroll change form for any affected member to apply within 10 (ten) days of receipt to any remaining pays per the deduction schedule defined above.

D. Upon appropriate written authorization from the bargaining unit member, the Employer shall deduct from the wages of any such member and make appropriate remittance for MEA-PAC/NEA Fund for Children and Public Education (formally known as "NEA-PAC") contributions, or any other plans or programs jointly approved by the Association and Employer.

E. Upon receipt of authorized payroll deductions for Association dues, assessments, and contributions to the Association and/or its PAC, the Employer shall transmit these payments

to the Michigan Education Association via provided ACH within 10 days of when the payroll deductions took place.

Accompanying the distribution of payments will be a report indicating the specific categorical (dues, MEA assessment, MEA-PAC/NEA Fund for Children) amounts attributable to each employee with the employee's name, employee ID number (if applicable), payroll ID number (if different than employee ID). The Association will provide an Excel template for the ease of reporting this information. This Association-specific report shall be provided via email to the Association within the 10-day requirement as an Excel attachment.

F. In the event of any legal action against the Employer brought in a court or administrative agency because it complied with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:

1. The Employer gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires and
2. The Employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels and
3. The Association shall have complete authority to compromise and settle all claims which it defends under this section.

G. The Association agrees that in any action so defended, it will indemnify and hold harmless the Employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's compliance with this Article 4, but this does not include any liability for unemployment compensation paid under the Michigan Employment Security Act.

H. This provision H. becomes effective immediately upon, and applies to the extent permitted by, either of the following:

1. A decision or ruling by the United States Supreme Court that reverses or limits, in whole or in part, Janus v AFSCME, ___US___; 138 S Ct 2448 (2018).
2. The ratification of an amendment to the United States Constitution that restores the ability to require, as a condition of employment, a public employee who is not a member of a bargaining representative to pay, under any circumstances, fees, including agency fees, to the bargaining representative.

When this provision H. is effective, as a condition of continued employment, bargaining unit employees shall pay the bargaining representative membership dues or service fees. THIS PROVISION WOULD SUPERSEDE THE FIRST SENTENCE IN SECTION C, ABOVE.

Any and all other conditions of employment related to the enabling of the provision in Article 4 shall be negotiated by the parties upon the effective date of either H.1 or H.2 above.

ARTICLE 5
PROTECTION OF TEACHERS

A. The Employer recognizes its responsibilities to give reasonable support and assistance to Teachers with respect to the maintenance of control and discipline in the classroom including the securing of specialized personnel such as special counselors, social workers, law enforcement personnel, physicians or other professional persons. The primary responsibility for maintenance of classroom discipline rests with the Teacher. When disruptive behavior by students is abnormally frequent, the Teacher involved shall inform the administration and Superintendent.

B. A Teacher may exclude a pupil from one class when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the Teacher will, as their teaching obligations will allow, promptly furnish a written statement of the full particulars of the incident to the principal, designed representative and Superintendent. The pupil shall not be returned to the class by the principal until after consultation with the Teacher by the principal or designed representative.

C. The Employer shall promulgate rules and regulations setting forth the procedures to be utilized in disciplining, suspending or expelling students for misbehavior. Such rules and regulations shall be distributed to Teachers as soon as possible after the start of each school year.

D. Any case of assault upon a Teacher during performance of any school business shall be promptly reported to the Principal, Superintendent and its designated representative by the Teacher involved. The Employer will provide legal counsel to advise the Teacher of his rights and obligations with respect to such assault and shall promptly render all reasonable assistance to the Teacher in connection with handling of the incident by law enforcement and judicial authorities.

E. Any formal written complaint to an administrator or to the Employer as a whole by a parent or guardian of a student directed toward a Teacher shall be called to the Teacher's attention within five (5) school days by an administrator. No document will be placed in the Teacher's personnel file unless the Teacher is given an opportunity to review it. A written rebuttal may be placed in the file by said Teacher within ten (10) days of the written report.

F. A written statement by the Employer concerning discipline for students shall be publicized to all Teachers when alternative actions are taken.

G. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property. The District shall maintain liability insurance which shall include coverage for teachers acting within the scope of their school employment.

H. Grading

The evaluation of student performance is the responsibility of the teaching staff within the District unless the law expressly requires otherwise.

1. In the event there is a challenge to the assignment of a particular grade, the teacher shall be informed of the challenge and be provided with the reasons for the challenge, in writing, within three (3) workdays after the challenge is made.

2. The teacher shall be given the opportunity to respond to the challenge, in writing, within five (5) workdays of his/her receipt of the written notification of the challenge. Said response shall set forth evidence and rationale for the assignment of that grade. The response shall be filed with the building principal or his/her designee.

3. No grade shall be changed prior to a conference between the teacher, the building principal, and the affected student and/or parent, unless the teacher waives the conference.

4. No grade shall be changed unless (1) the evidence shows that the grade was motivated by malice, bad faith or there was no rational basis for the grade under the established grading procedures of the teacher, or (2) said grading procedures are in conflict with established grading procedures of the District.

5. If the Administration changes a grade in conflict with the paragraph immediately above, the student's record will indicate that the grade was not issued by the teacher but by the administration.

6. The teacher is entitled to Association representation during any meetings or conferences with the Administration regarding a challenge to a grade and all such meetings or conferences shall be conducted in private and kept confidential by the Employer.

7. In the event that school is not in session, Administration or lead teacher may collaborate with the core teacher on completing course work and awarding the final grade.

ARTICLE 6
GRIEVANCE PROCEDURE

A. A grievance shall be a claim by a Teacher or the Association of an alleged violation of the expressed written terms of this Agreement or written Board policy directly affecting hours, wages, or terms and conditions of employment.

1. The following matters shall not be the subject of a grievance:

   a. Areas in which the Tenure Act provides a remedy.
   b. Termination of Extra Duty Assignments.

B. The Association shall designate three (3) representatives to handle grievances when requested by the grievant. The Employer designates the principal of each building to act as its representative at Level One and the Superintendent or designated representative to act at Level Two. When a principal acts in more than one administrative capacity (principal/superintendent), the principal must choose the level at which he/she will respond to the grievance and designate a representative to respond to the remaining level.

C. The term "days" as used herein for grievances means days in which school is in session, excluding holiday/vacation and inclement weather days, or when school is not in session the term "days" shall mean weekdays (Monday-Friday) when the Superintendent's office is open.

D. Written grievances as required herein shall contain the following:

1. It shall be signed by the Association or grievant(s).
2. It shall be specific.
3. It shall contain a synopsis of the facts giving rise to the alleged violation.
4. It shall cite the section or subsections of this contract (or the written board policy) alleged to have been violated.
5. It shall contain the date of the alleged violation.
6. It shall specify the relief requested.

Any written grievance not substantially in accordance with the above requirements may be rejected as improper. Such a rejection shall not extend the limitations hereinafter set forth.

E. All preparation, filing presentation or consideration of grievances shall be held at times other than when a Teacher or participating Association representative are to be at their assigned duty stations.

F. All grievances shall be handled in the following manner:

Level One - A Teacher with a complaint shall within five (5) days from the occurrence of the events giving rise to the complaint, or within five (5) days of discovery of the events giving rise to the complaint, discuss the matter with the building principal, or designated representative.

If no resolution is obtained within five (5) days of the discussion, the Teacher shall reduce the grievance to writing and proceed within five (5) days of said discussion to present the written grievance to the principal. Within five (5) days of receipt of the grievance the principal shall render a decision in writing. If no decision is rendered within five (5) days of the receipt of the grievance, or the decision is unsatisfactory, the grievance may be appealed to Level Two by filing a written request with the Superintendent within five (5) days of the date of the decision or the date the decision was due.

Level Two - Within five (5) days of receipt of the grievance, the Superintendent or designated representative, shall arrange a meeting with the grievant and/or the designated Association representative at the option of the grievant to discuss the grievance. Within five (5) days of the discussion, the Superintendent, or designated representative, shall render a decision in writing. A copy of the decision shall be provided to the grievant, the Association Grievance Chair, and to the principal of the building in which the grievance arose. A copy of this decision shall be placed in the permanent file in the Superintendent's office. If no decision is rendered within five (5) days of the discussion, or the decision is unsatisfactory, the grievance may be appealed to the Board of Education by filing a written grievance along with the decision of the Superintendent with the officer of the Board of Education in charge of drawing up the agenda for the Board of Education's meeting not less than five (5) days prior to the next regularly scheduled Board meeting.

Level Three - Upon proper application as specified in Level Two, the Board of Education shall allow the Teacher or their Association representative an opportunity to be heard at the meeting for which the grievance was scheduled. Within two weeks from the hearing of the grievance, the Board of Education shall render its decision in writing. The Board of Education may hold future hearings therein, may designate one or more of its members to hold future hearings therein, or otherwise investigate the grievance, provided however, that in no event except with express written consent of the Association shall final determination of the grievance be made by the Board of Education more than two weeks after the initial hearing. A copy of the written decision of the Board of Education shall be provided to the grievant, the Association secretary, the Superintendent and to the principal of the building in which the grievance arose. A copy of this decision shall be placed in the permanent file in the Superintendent's office.

G. Should a Teacher fail to institute or appeal a decision within the time limits specified, all further proceedings on the grievance shall be barred and the grievance shall be considered settled on the basis of the Employer's last disposition.

H. In the event that a Teacher should leave the employ of the Employer, all further proceedings on a previously instituted grievance (except a claim involving a remedy directly benefiting the grievant or the Association regardless of employment continuation) shall be barred.

I. Arbitration - Individual Teachers shall not have the right to process a grievance to arbitration.

1. If the Association is not satisfied with the disposition of the grievance at Level Three, it may, within ten (10) days after the decision of the Board, in writing, request the appointment of an arbitrator to hear the grievance. The arbitrator shall be selected by the

American Arbitration Association in accordance with its rules except each party shall have the right to strike not more than three from the list of arbitrators.

2. Neither party may raise a new defense or ground at this level not previously raised or disclosed at other written levels.

3. The arbitrator's decision shall be final and binding upon the Association, the Employer and Teachers in the bargaining unit, provided, however, that each party may have its legal remedies if the arbitrator exceeds the jurisdiction provided in this Agreement.

4. Notwithstanding the foregoing, the arbitrator shall not have the power to add to, modify, alter, or amend, or subtract from the terms of this agreement. The arbitrator shall not hear any grievance previously barred from the scope of the grievance procedure, nor question the reasonableness of Board Policy.

5. If any grievance award shall include back pay, the arbitration award shall not extend more than thirty (30) days prior to the date of the Level One conference.

6. The fees and expenses of the arbitrator shall be shared equally by the Employer and the Association. All hearing location costs shall be paid by the party requesting that the arbitration be held at a location other than available rooms at the Employer's premises. Each party shall pay the fees, expenses, wages, and any other compensation of its own witnesses, representatives and legal counsel.

ARTICLE 7
TEACHING HOURS AND LOAD

A. The Teacher's normal teaching hours in the school shall be as follows:

1. The school day shall be the times listed on the calendar and including fifteen (15) minutes prior to the beginning of classes and ten (10) minutes after classes.

2. Teachers shall be on duty and in their room prior to the arrival of students in the morning and each subsequent class period. In the time prior to and after classes Teachers shall make themselves available to parents and administration, and/or be performing such duties that would insure the continued operation of their assigned areas of responsibilities.

3. Staff meeting may be held once or twice a month. Staff meetings are to begin ten (10) minutes after the end of the school day. Meetings should not exceed one hour past student dismissal. The total amount of minutes for staff meetings will not exceed sixty (60) minutes per month.

B. Teachers shall be entitled to a duty-free thirty (30) minute lunch period.

C. Teachers of grades kindergarten through six shall be guaranteed daily one (1) thirty (30) continuous minutes of duty-free recesses. This recess will be in the afternoon (p.m.) if at all possible.

D. Elementary Teachers shall use those times during which classes are receiving instruction from special area Teachers as planning time.

E. Teachers upon request, may be allowed to leave early at the discretion of the building principal.

F. Teachers shall be excused from contracted duties after students depart on Friday and the last duty day prior to a vacation period, and when students are released due to inclement weather. Elementary teachers will stay ten (10) minutes after busses leave on any day but Friday. When a shortened student day is scheduled, Teachers will be expected to work a regular day.

G. Each secondary Teacher shall be guaranteed not less than two hundred twenty-five (225) conference period minutes per week. Each elementary Teacher shall be guaranteed not less than two hundred forty (240) conference period minutes per week. Elementary Teacher preparation time may include recess and extended noon hour.

H. The general purpose of the preparation period is to prepare for classes, confer with parents and students, and to conduct such matters that might pertain to the performance of each Teacher's duties. Preparation period time shall be unassigned and self-directed by the Teacher. If pulled from

the prep period (not including collaborative meetings) or substituting for another teacher, the Teacher will be paid the current substitute rate.

I. Each elementary Teacher shall inform the elementary office for classroom coverage if personal break time is needed during the morning session.

J. Academic Advisor position work days will be the current teacher days plus fifteen (15) additional days at per diem pay.

K. If a teacher attends training or meeting outside of regular working hours (other than committee meetings which are already paid on Appendix B) established in this Agreement (vacation, breaks, after school etc.), the bargaining unit member will put hours serviced into bank. Once the bargaining unit member reaches six (6) hours of banked time, they may be awarded an additional personal day. Or, with administration approval, the bargaining unit member may use the banked hours as release time during the school year. Any release time earned must be used during the current school year. If saving for an additional personal day, these banked hours will be carried over into the next school year until they have earned enough to be awarded the personal day. All meetings will require a district sign in sheet to verify participation and the hours earned. Any meetings/trainings during the summer will be awarded a stipend or have
the hours worked put into their flex time. Administration will attempt to schedule these meetings/training during the school year if possible.

L. When a teacher attends training on a scheduled day off for Hillman Community Schools, the teacher will receive a "flex day" to be used when the teacher deems fit. Flex days cannot be used on the last day of school. However, it may be used to extend a break such as Spring Break with administrative approval.

ARTICLE 8
TEACHING CONDITIONS

A. The Employer realizes that an appropriate pupil-teacher ratio should exist in a school system. The Employer also recognizes that this appropriate ratio can fluctuate depending upon size of the classroom, Teacher aide time, time for preparation and subject matter being taught. The Employer shall strive, whenever possible, to reduce the pupil-teacher ratio. In most cases, a pupil teacher ratio should not exceed 30 to 1 per class hour. This guideline does not apply to band, choir or physical education classes.

1. When it appears necessary to deviate from the pupil-teacher ratio as described above, the Teacher and principal will work together to find a solution. If any classroom, excluding non-core courses, exceed 30 students, the district shall pay the impacted teacher $6.00 per day (if self-contained classroom) or $1.00 per class period for each student above 30 students.

2. The teacher will turn this request into their principal at the end of each semester. The requests will be verified and compared to the assigned class rosters each semester and approved by the building principal and business office.

B. The Employer recognizes that appropriate texts, library facilities, maps and globes, laboratory equipment, computer and audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials, such as lined paper, plain paper, and pencils, are the tools of the teaching profession.

1. The parties will confer from time to time for the purpose of improving the selection and use of such educational tools. The Employer undertakes to promptly consider recommendations made by the parties.

2. The Employer agrees at all times to keep the schools reasonably and properly equipped and maintained.

C. The Employer shall make available, in each school adequate lunchroom, restroom, and lavatory facilities exclusively for staff use and at least a room, appropriately equipped, which shall be reserved for use as a faculty lounge.

D. Telephone facilities shall be made available to Teachers for their reasonable local use.

E. An adequate parking area shall be made available to Teachers for their use during regular school hours.

F. The Employer agrees at all times to maintain an adequate list of substitute teachers. Teachers shall inform the administration before 6:30 a.m. to report unavailability for work. Once a Teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher.

G. No Teacher shall be required to provide routine health services for any student except in an emergency situation.

ARTICLE 9

TEACHER EVALUATION

A. The purpose of evaluating teachers is to improve the performance and quality of employees. Such factors as employee's strengths and needs in job performance, recommendations for improvement, overall performance assessment, opportunity for improved job understanding, and administrator-employee expectations are incorporated within the design of the evaluation process.

B. Monitoring or observation of work performance including computer usage of a Teacher shall be conducted openly and with the full knowledge of the Teacher. The use of eavesdropping, public address or audio system, and similar surveillance devices shall be strictly prohibited. The Teacher understands that computer usage is monitored by the Employer.

C. No Teacher shall be observed during the first or last two weeks of the school year, on the day before a school holiday, or on days where special school events and/or holiday activities are scheduled.

D. Beginning with the 2024-25 school year the negotiated performance evaluation system shall include a rigorous, transparent, and fair performance evaluation system that includes:

1. Specific performance goals identified by the teacher to improve their effectiveness in the upcoming school year.

2. An evaluation of the teacher's job performance with timely and constructive feedback.

3. Clear approaches to measuring student growth with relevant data on student growth.

4. Multiple rating categories that take into account student growth and assessment data or student learning objective metrics that have been negotiated with the Association.

5. The use of student growth and assessment data or student learning objective metrics as 20% of the year-end evaluation as determined by current law.

    a. The student growth and assessment data or student learning objectives shall consist of measurable, long-term academic goals set for all students that utilize available data as determined annually by the grade-level/department level teachers.

The teacher, at their discretion, shall be allowed to eliminate data attributable to students who have excessive absences, are partial year transfers into/out of the teacher's classroom, or who have other anomalous circumstances that warrant eliminating that data.

b. That data used in this section must be attributable to the actual teaching responsibilities of the individual teacher.

6. A year-end evaluation form from the District's adopted evaluation program that utilizes other objective criteria for 80% of the year-end evaluation determination.

E. Process: The Performance Evaluation system, "Post-observation Feedback Form", "Year-End Evaluation Reporting Form", and "Individual Development Plan (IDP) Form" are included in the District's evaluation program.

1. Classroom observations that are intended to assist in the year-end performance evaluation for teachers will be conducted as follows:

a. The teacher shall be notified no later than September 30 of each year who the administrator will be that conducts their year-end evaluation. If no notification is provided by September 30 of each year, that teacher shall not be evaluated.

b. The classroom observations used in the year-end evaluation must include a review of the teacher's lesson plan for the day of the observation and the state curriculum standard being used in the lesson. Unless identified as a deficiency in performance within an existing IDP, teachers will only be required to submit lesson plans to an administrator for the day(s) they are being observed to comply with the provisions of this Section.

c. The observation must include a review of pupil engagement in the lesson that is observed.

d. In order to ensure 1.b and 1.c above, the observation shall be fifteen (15) to thirty (30) minutes.

e. There shall be notice of each planned observation date given to the teacher at least two (2) school days prior to the observation. Upon such notice, the teacher will provide information relative to 1.b and 1.c before the classroom observation occurs.

f. Feedback on both 1.b and 1.c will be discussed during the post-observation meeting between the administrator conducting the observation and the teacher. The post-observation meeting shall be held no later than ten (10) school days after the observation occurred. At the post-observation meeting, the teacher will be provided written feedback on that observation on the "post-observation" feedback form contained in the evaluation tool.

g. There shall be at least two (2) classroom observations of a teacher in each school year the teacher is evaluated that are conducted at least sixty (60) days apart. The first observation shall occur no later than December 15 of each school year.

h. At least one of the observations for probationary teachers must be prior to the end of the first semester and all ~~evaluations~~ observations shall be completed in writing prior to April 1. Probationary teachers must be provided with an Individual Development Plan (IDP). This IDP must be based on criteria in the evaluation system. If a probationary teacher is not hired at the beginning of the school year, the timelines shall be amended for evaluation and notice provisions. If a probationary teacher is hired after the start of the 2nd Semester, they may not be evaluated for that year.

i. There shall be no unscheduled observations. However, walkthroughs may occur unscheduled.

2. Beginning July 1, 2024, the annual performance evaluation system will assign a year-end rating of "effective", "developing" or "needing support".

    a. The year-end evaluation determination and form shall be delivered at a meeting with the observing administrator and the tenured teacher within one week of the conclusion of the school year. In the event there is no year-end evaluation as described above, the teacher shall be deemed "effective" per the year-end evaluation determination.

3. Teachers who work less than sixty (60) days in any school year, or who have an accumulated leave of absence from work during the school year amounting to a total of thirty (30) days or more, or who have their evaluation results vacated through the grievance procedure, or are otherwise not evaluated due to extenuating circumstances the district deems applicable for exempting a teacher from the annual evaluation process as agreed upon by the Association, shall not be provided an evaluation for that year. Said teachers shall receive the same rating they received in the prior year for the current year if it was conducted by the district.

4. If a tenured teacher has been rated "highly effective" or "effective" for three (3) consecutive year-end evaluations, they shall be evaluated every third year thereafter. If the subsequent year-end rating is not "effective" on an evaluation following the third year, the teacher shall be evaluated annually until receiving an "effective" rating for an additional three (3) consecutive years.

5. In addition to the above procedures (Sections B. 1-4), teachers who are evaluated with an IDP (received a "minimally effective", "ineffective" prior to July 1, 2024, or "needing support", or "developing" rating thereafter, and/or 1st year teachers) shall be provided the following:

    a. Specific performance goals that will be used to assist in improving effectiveness for the next school year developed with consultation and agreement by the teacher.

    b. Training to be provided by the district to assist the teacher in meeting the goals of the IDP.

    c. A mid-year progress report, supported with at least two (2) classroom observations conducted consistent with Section B.1 above and completed no later than February 1, that is used as a supplemental tool to gauge a teacher's improvement from the preceding school year and to assist in any needed additional improvement that is aligned with the existing IDP.

    d. A Mentor teacher that is informed of the conditions and requirements of the IDP to assist the mentee in the described performance goals of the IDP.

6. Any non-compliance with the evaluation process as described above shall be subject to the grievance process.

7. All teachers shall have the right to submit a rebuttal to their evaluation which will be included in their personnel file and attached to the year-end evaluation.

8. Probationary status may continue if lack of improvement is noted on teacher's evaluation system.

F. Rights of Tenured Teachers:

A tenured teacher who is rated as "needing support" shall have the following due process rights to challenge said rating:

    a. The teacher may request a review meeting of the evaluation and the rating to the district's superintendent. Such request must be made in

writing within 30 calendar days after the teacher is informed of the rating and a meeting with the superintendent shall be held no later than five (5) days after receipt of the request for review. A written response to the review meeting with any modifications of the year-end performance rating shall be provided to the teacher within thirty (30) calendar days after the meeting.

b. If the written response does not resolve the matter, the teacher or the Association may request mediation though the Michigan Employment Relations Commission and provide a copy of that request to the administration.
    i. The request must be submitted in writing with thirty (30) calendar days after the teacher receives the written response from the superintendent.
    ii. Within fifteen (15) calendar days of receipt of the request for mediation, the District shall provide a written response to the teacher and the Association confirming the mediation will be scheduled as appropriate.

G. Training on the new evaluation system in the initial year of the system and any new staff hired thereafter, tools, and reporting forms: 1. Within the first two (2) weeks of each school year, the district shall provide, during contractually scheduled Professional Development time, training to all teachers in the first year of the system on the evaluation system, reporting forms and other important components of the year-end evaluation process and how each reporting form is used during the process. Subsequent years training will only be for new hires.

1. Each administrator who is assigned to evaluate teachers shall have demonstrated expertise in the systems and tools used by the district which shall include a "rater reliability" training every three (3) years as approved by the MDE with notification provided to an Association representative that minimally includes all of the following:

    a. A clear and consistent set of evaluation criteria that all evaluators can use when assessing teacher performance.

    b. Clear expectations for what evaluators should look for when assessing teacher performance, including key behaviors and practices that are associated with effective teaching as included in the evaluation system and tools.

    c. Training on the evaluation process itself, including how to conduct classroom observations, collect data, and analyze results.

    d. Calibration exercises that help evaluators practice using the evaluation criteria and establish consistency in the evaluator's evaluations.

e. Ongoing support for evaluators, including feedback and coaching to help them improve their skills and ensure they are consistently applying the evaluation criteria

ARTICLE 10

VACANCIES, PROMOTIONS, TRANSFERS, AND ASSIGNMENT

A. Definition of Vacancy

1. A vacancy shall be defined for purposes of this Agreement as a position within the bargaining unit presently unfilled, including newly created positions, as well as such positions currently filled but anticipated to be open in the future for a period of thirty (30) or more school days.

2. Any vacancy that occurs after the beginning of the school year shall be posted as a Temporary Vacancy and remain posted until filled. If the position is to continue beyond the initial school year, it shall be posted and filled in accordance with the provisions for filling vacancies outlined below.

B. Notification (Posting) of Vacancies and Application

1. Whenever a vacancy, including newly created positions, arises during the school year, the Employer shall promptly give written and email notice of such vacancy to the Association and also post such vacancy on the bulletin boards in the Teachers' lounge. The Employer will include all postings of vacancies in the email of all Teachers.

2. The vacancy will remain posted for a period of ten (10) school days prior to being filled or posted externally. A Teacher may apply for the vacancy during the posting period by submitting an e-mail of interest to the District Office. Said positions shall be filled in accordance with the procedure outlined in Section C below.

3. During the summer months when regular school is not in session, the Employer will provide via home email to all Teachers who provide one, all vacancies as above described and shall also forward, at the same time, copies of said vacancies to all Teachers known by the Employer to be certified for the position (if certification is required) and the Association. Positions so posted during the summer months shall remain posted at least fifteen (15) calendar days prior to being filled. Application may be made in the same manner as described above. Likewise, these positions shall be filled on the same basis.

C. Awarding of Vacancies:

1. Internal qualified applicants shall be awarded the position prior to considering external applicants. Awarding a vacancy to external applicants shall only occur if no existing Teachers meet the criteria outlined in this Section.

2. The Employer agrees to give due weight to professional background and attainment of all internal qualified applicants, length of service with the Employer, building class level, area of specialization and other relevant factors.

3. The most qualified and adequately certified internal applicant shall be awarded the position. "Most Qualified" shall be determined as follows:

a. Employees awarded the position must have at least seventy-five percent (75%) of their year-end evaluations as a bargaining unit employee rated as "highly effective" or "effective". In the event no internal employee meets this criterion, then this requirement shall not apply.

b. If two (2) or more employees equally meet the above standard, then the position shall be awarded to the employee with the most length of service within the bargaining unit, as defined by their Seniority List ranking.

D. The Employer will provide, upon request of applicants who did not fill the vacancy, written information on degrees, certifications, years of teaching experience, and subject and grade levels taught possessed by the applicant filling the vacancy. This information shall be provided within five (5) calendar days of the request.

E. Definition of "Transfer":

A "transfer" shall be defined as either a voluntary or involuntary change in (1) a Teacher's position or assignment to another position or assignment within the bargaining unit, (2) building assignment, (3) grade level(s) included in an assignment in K-5, (4) subject area(s) included in a secondary assignment, (5) a non-classroom assignment such as librarian, guidance counselor, itinerant personnel, etc., or (6) Special Education assignment such as learning disability, emotionally impaired, etc. Transfer awarding of vacancies shall be first governed by the language in Article 10 pertaining to vacancies. Other transfers will be governed by this Section.

F. Voluntary Transfers:

A request for a transfer may be made at any time in writing to the District Office with a copy to the Association. The request shall specify the school, grade, and subject/position sought. Subject to possessing adequate certification, a request for voluntary transfer shall be granted unless the granting of same is inconsistent with the contract language pertaining to the filling of vacancies. The Employer shall acknowledge receipt of the request for transfer within five (5) working days. No Teacher shall be discriminated against because of a request to transfer. Vacancies caused by a voluntary transfer shall be posted unless that vacated position is eliminated.

Teachers who are affected by a change in grade assignment in the elementary school grades and by change in subject assignment in the secondary school grades will be notified and

consulted by their principal as soon as practicable after a change occurs. Such changes will be voluntary to the extent possible. Contact will be made via email and phone.

G. Involuntary Transfers:

Involuntary transfers may be affected only for reasonable and just cause. Thirty (30) days' notice of the intention to transfer specifying the reasons for same and the specific position to be transferred to shall be provided to the affected Teacher and the Association. Cause for involuntary transfer includes only cause involving the individual's performance or as part of a necessary reduction of force, as determined pursuant to this Agreement to maintain the most senior (if a tiebreaker) qualified staff possible district-wide consistent with the requirements of this Agreement. The specifics of the use of involuntary transfers as part of staff reduction shall be outlined in the Layoff & Recall Article of this Agreement.

No Teacher shall be involuntarily transferred to implement a school improvement plan developed pursuant to any enacted State or Federal Laws unless required by that statute.

H. A Teacher who is promoted to a supervisory position and subsequently returns to Teacher status shall be entitled to retain such rights as they may have had under this Agreement prior to such promotion to supervisory status. For example, the Teacher's seniority shall be frozen on the Seniority List and restart upon their return to teaching.

ARTICLE 11
LAYOFF NOTICE AND SENORITY LIST

A. It is understood by the parties that a reduction in staff may be required in the event of a financial emergency, a significant reduction in student enrollment, or a significant reduction in funding. To promote an orderly reduction in personnel when the educational program, curriculum, and staff are curtailed, the following procedures will be used:

1. Non-certified, then probationary certified teachers will be laid off first, provided there are adequately certified and qualified tenured teachers to replace them as allowed by law.

2. If reduction is still necessary, then tenured teachers will be laid off in inverse order of qualification as defined in Article 10, Section C, providing that such teachers who are retained are adequately certified for the positions they are to fill. If more qualified (per Article 10, Section C) teacher(s) are not available to staff programs to be continued, then the teacher(s) with the next highest qualification may be retained to fill those positions.

B. After a reduction of teachers as outlined above, if there are teaching positions that are created and/or vacant, laid-off teachers who are adequately certified and qualified for the position(s) will be given the first opportunity to fill such positions. The notification shall be given to all laid-off teachers, and the vacancy or vacancies shall be filled by the most adequately qualified (per Article 10, Section C).

C. The Association will be notified of the contemplated reduction in personnel at least ten (10) days before the layoff notices are distributed to the teachers. Teachers subject to lay off shall receive a sixty (60) calendar day notice in writing before the effective date of layoff for layoffs during the summer months and no less than one (1) full semester (trimester if applicable) for layoffs during the school year.

D. The Employer shall give written notice of layoff or recall from layoff by sending a registered letter or certified letter to the Teacher at their last known address. It shall be the responsibility of the Teacher to notify the Board of any change in address.

E. The certification and qualifications of a Teacher to be laid off shall be the certification and accumulated qualification on file with the Employer at the time the layoff occurs. The certification and qualification of a Teacher to be recalled from layoff shall be the certification and qualifications on file with the Employer at the time the notice of recall from layoff is sent. It is the Teacher's responsibility to notify the Employer, in writing, of any inaccuracies in Employer records and/or any changes as they occur.

1. Certification – Adequately certified shall be defined as holding the required certificates, endorsements, licenses, and/or approvals required by law to serve in the position assigned. Further, it is the Teacher's responsibility to file such certificates, endorsements, licenses, with the district. The certification status of

a Teacher on file with the District shall be considered conclusive for all purposes under this Agreement.

The Teacher shall provide written notice to the Employer and Association of any change to their certificates, endorsements, or licenses after the original filing of same with the District. This shall include notice of any additional endorsements, certificates, or renewals, as well as expirations, revocations, and any limitations thereon.

2. Qualification – Teachers shall be considered qualified for positions for which they possess the appropriate adequate certification. Further, their degree of "qualified" status for any position in the District shall be determined by the process outlined in Article 10, Section C.

F. A Teacher refusing an offer of recall to a position for which the Teacher is adequately certified and most qualified per Article 10, Section C and which is equivalent to the one from which he/she was laid off shall be deemed a voluntary quit and shall result in forfeiture of the further right of recall. The only exemption from this shall be if the Teacher is under contract with a different Michigan School District at the time of recall. In such case, the Teacher shall have the ability to finish the term of their contract before reporting for duty at the District of Recall. Should the Teacher refuse that option, he/she shall be deemed to have voluntarily quit as set forth above.

G. Recall will be limited to four (4) years for tenured teachers and two (2) years for probationary teachers.

H. Teachers laid off shall have insurance benefits continued and paid by the Board in accordance with the provisions in Article 14 (Insurance Protection) until the end of August, if the end of the school year, or the end of the month of the notice of layoff, if mid-year.

I. The Employer shall prepare a seniority list of Teachers and transmit a copy of the same to the Association and each teacher via email on or before September 15th each year. The list shall include the Teachers' certifications and qualifications. Challenges or revisions to the list must be filed by November 1 of the same year. Otherwise, the seniority list will be considered final for that school year. Should there be disagreement by November 1 of the school year, the Employer and Association shall submit the issue to Expedited Arbitration under the rules of the American Arbitration Association for determination of the final seniority list.

J. Seniority is defined as the length of continuous service as a Teacher with the Employer. Length of service shall be counted as actual days scheduled to work from the teacher's first day of work since the most recent date of hire. All teachers shall be ranked on the list in the order of their first day of work, as defined above. In case of teachers having the same start day of work, each teacher affected shall participate in a drawing to determine placement on the seniority list. The drawing shall be jointly conducted by the Association and the Employer, and shall be held at a place and time that will reasonably allow affected Teachers and Association representatives to be in

attendance. Equal size slips of paper shall be numbered and placed in a box. Persons drawing shall not be allowed to scrutinize the contents of the box.

K. Leaves of absence granted pursuant to this contract shall be counted as days worked, including approved unpaid leaves of absence of one (1) year or less, or for the full duration of a leave of absence due to Military Duty leave.

L. All seniority is lost when employment is severed by resignation, retirement, discharge for cause, or transfer to a non-bargaining unit position for more than one (1) year; However, until recall rights expire or are otherwise terminated by the employee, seniority is retained (frozen) if severance of employment is due to layoff.

M. The Board shall use the seniority list from the previous school year (inclusive of any new hires that year), to determine any layoffs or recalls prior to October 1 of each school year as prescribed in this Article (Layoff Notice and Seniority List).

ARTICLE 12
STRATEGIC PLAN/MICIP

Site-based decision making is a joint planning and problem solving process that seeks to improve the quality of life in the school and the delivery of quality education. It is a process through which those individuals responsible for the implementation of a decision at the building level are actively and legitimately involved in making the decision.

The provisions which follow are agreed to for the purpose of establishing the expressed conditions which shall govern the Strategic Plan and Michigan Integrated Continuous Improvement Process (MICIP) in the District. A team which will serve as both but individually.

A. In implementing and operating Strategic Plan and MICIP, no provision, formal and/or informal understandings, condition or practice established between the parties or by the collective bargaining agreement shall be altered, modified or superseded except as mutually agreed in writing by the Employer and the Association. The Strategic Plan and MICIP written waiver to the collective bargaining agreement must follow the established procedure for the representatives of the Employer and the Association an addendum to the collective bargaining agreement. Filing for a written waiver does not mandate either party to negotiate an addendum. Any negotiated waiver shall be subject to the ratification procedures of the parties and distributed to all bargaining unit members. Dispute over the interpretation or application of a waiver is subject to the established grievance procedure.

B. The Strategic Plan and MICIP plan is not designed to address the collective bargained areas of salary/wages, benefits, employee performance, or matters established in statute such as the Public Employment Relations Act and Michigan Teacher Tenure Act. No such committee shall engage in collective bargaining or have the authority to address employment matters.

c. Any participation in, Strategic Plan and MICIP, whether in full or in part, shall be voluntary. The Strategic Plan and MICIP shall approve no policies or programs which result in the reduction of hours or lay off of any Teacher. The participation or lack of participation of an individual Teacher or group of Teachers in Strategic Plan and MICIP shall neither be considered nor have the merit of the Employer's decisions regarding the evaluation, assignment, (including extra duty, conference attendance, etc.) promotion, discipline, or discharge of any Teacher or any other condition of employment including the placement of any information in any Teacher's personal file.

D. After implementation of Strategic Plan and MICIP the Employer and the Association will periodically evaluate Strategic Plan and MICIP.

E. The Board shall determine the composition of the District and building(s) Strategic Plan and MICIP Committee(s). The Committee(s) shall determine their mode of operation.

F. If the Strategic Plan and MICIP meetings or activities are scheduled during the regular workday, the employee shall be released from duties without loss of time or pay.

G. The Employer and the Association will mutually agree to possible Strategic Plan and MICIP training if needed in the following areas:

1. The Strategic Plan and MICIP process/model being proposed;
2. Overview of the Strategic Plan and MICIP process, programs and structures;
3. Decision-making model; and,
4. Problem-solving and conflict resolution.

H. As compensation for participation in the Strategic Plan and MICIP process, each Teacher on the Strategic Plan and MICIP team shall be granted one extra personal business day per school year, which could be carried from year to year if not used, with a maximum of two (2) carry over per school year.

ARTICLE 13
PROFESSIONAL COMPENSATION

A. The salaries for Teachers are set forth on Schedule A which is attached to and incorporated into this Agreement. The salary levels established in Schedule A are based upon employment and work on a full day's schedule for a full school year. A Teacher who works less than a full school year shall receive a prorated salary and benefits determined by the ratio of the number of days employed to the number of days required for a full school year. A Teacher who works less than a full day's schedule shall receive a prorated salary and benefits determined by the ratio of the number of hours worked to the number of hours in a full day's schedule, rounded to the nearest $1/7^{th}$ in a 7 period day or $1/6^{th}$ in a 6 period day (excluding enrichment, intervention, or advisory periods that are shorter than an instructional class period).

1. Interpretation of Schedule A. Teachers shall be entitled to annual salaries under Schedule A in accordance with the following:

a. Salary Steps. Each salary step from Step 1 through Step 11 shall represent one full year of employment with the District. Advancement from one step to the next through step 12 shall be automatic upon completion of a full school year of employment with the District.

b. Certificate Column. A Teacher will be placed on the proper column of Schedule A based upon receipt by the Superintendent's office of grade sheets, official transcripts or a copy of the degree establishing the Teacher's qualification for that column. Advancement from one column to the next shall only occur at the start of the school year or the start of the second semester provided that the required documentation is submitted to the Employer prior to the first day of school in the fall or the start of the second semester. All degrees and credits must be earned at accredited institutions while enrolled in a planned program or applicable to current teaching assignment. A Teacher should notify the Superintendent's office prior to the end of the school year that she/he may have increased credits. All credits must be earned after completion of a teaching certificate.

2. Longevity Payments. Teachers will be eligible for longevity steps based upon their number of years of continuous service with the District in accordance with the following schedule.

At least 16 but less than 20 years	4.3% above Step 12
At least 20 years	8.8% above Step 12

This placement shall only occur at the beginning of the first (1st) and second (2nd) semesters. Longevity payments will be added to the employee's regular salary and paid as part of the regular payroll.

B. Salaries will be paid bi-weekly and be in twenty-six (26) equal installments.

C. Teachers who voluntarily work at athletic events will have their families admitted free. (Children K-12)

D. Any Payroll deductions are allowed at any time with proper paperwork. The deductions shall become effective on the first pay in the month following the filing of the paperwork-The business office shall be allotted ten (10) days to process paperwork.

E. Degreed teaching experience from other schools may be allowed at full credit up to a maximum of fourteen (14) years or one step below the top step on the Salary Schedule.

F. Half steps will be allowed on the salary schedule for degreed Teachers who are initially employed at the beginning of the second semester. Teacher salaries are prorated based on the number of contractual days worked during that given school year. For example, if a teacher was hired ten days into the school year, they would earn a salary that is 176/186 of the full salary.

G. In order to qualify for the MA+15/MA+30 pay, an individual shall take courses which will make him/her a more proficient Teacher.

H. Teachers assigned extra duties outside of their teaching responsibilities shall be paid the amount set forth on Schedule B. No duties except those listed in this contract shall receive extra pay except with the agreement of the Hillman Education Association negotiating committee.

I. A regular Teacher who fills a substitute position will receive their regular pay plus an internal substitute rate of .000756 of the BA base per substitute period. A substitute period will be defined as fifty (50) minutes. This will be paid on the pay day following time sheet submission.

1. A substitute period is a "class period" in the secondary building or a minimum of 50 minutes in the elementary building. If the coverage is less than the class period of 50 minutes, the .00756 of BA base pay would be prorated based on time covered.

2. If an elementary teacher takes on additional students for a full day, that teacher will be allowed to turn in an overload slip that details the number of students above their normal class roster assigned. The teacher would receive $5.00 per day, per student, above their normal class roster. For example, if a teacher took six students from another teacher's classroom, due to no substitute, they would earn $30.00 for that day. The overload pay, just described above, would be capped at $50.00 per day additional for this situation.

J. Pay for teaching an extra class shall be the teacher's daily rate per diem.

K. No Teacher shall be hired above the salary schedule.

L. High School: A stipend of $200.00 can be earned for attending open house, graduation and another middle school or high school dance (free entry). Staff members attending prom or another school dance will have chaperone duties with administrative support being present. Other duties may substitute as designated by superintendent.

Elementary: A stipend of $200.00 can be earned for attending open house the Christmas program, and the spring concert. Other duties may substitute as designated by superintendent.

High School staff attending an additional High School Dance, or Elementary Staff attending High School Graduation can earn an additional $50.00.

Sign-up sheets for these events will be available with team leads the first week of school.

ARTICLE 14
INSURANCE PROTECTION

A. The Employer shall provide each Teacher with a full-family medical insurance program appropriate to the number of immediate family members. The District shall contribute up to the state mandated public employer contribution as set by the state per month for health insurance and prescription coverage. The carrier shall be MESSA. Absent Michigan MCL 15.563, the Board contribution will maintain the same proration as the last effective contribution limit. The Board's contribution shall increase/decrease pursuant to the statutory changes when the medical benefit plan changes (January 1st). Cost above the Board's contribution shall be subject to payroll deduction. The coverage of this provision is limited to one health plan per household. Medical insurance changes will be implemented as soon as possible after ratification. The parties may mutually agree upon changes in insurance carrier coverage and specifications.

Plan A — For Teachers Needing Health Insurance

Health	Choices $1,000/$2,000 Deductible $20 office visit 3 Tier Drug Card
Long Term Disability	66-2/3% $5,000 Maximum 60 Calendar Days - Modified Fill Maternity Coverage Pre-Existing Condition Waiver — Yes Freeze on Offsets — Yes Alcoholism/Drug same as any other illness Mental/Nervous same as any other illness COLA- No
Negotiated Life	$50,000 AD & D
Vision	MESSA Vision Preferred
Delta Dental	100/100/90: $2,000/90: $3,000

Plan B for Teachers Not Needing Health Insurance

Long Term Disability	Same as above
Negotiated Life	$50,000 AD & D
Vision	MESSA Vision Preferred
Delta Dental	100/100/90: $2,000/90: $3,000

Plan C — For Teachers Needing Health Insurance

Health	Balance+ $1,600/$3,200 H.S.A.
	20% Coinsurance
	$10 Office Visit
	Balance+ Rx Plan
	Accident, Critical Illness, and Hospital Indemnity Plans

The District will fully fund the teacher's H.S.A. on January 1 each year. Remaining premium costs above the Board's annual contribution will be subject to payroll deduction.

B. Teachers not electing health insurance coverage shall receive a cash amount of Three Hundred Dollars ($300.00) per month in 2024-2025. The cash in lieu amount will increase by the same percentage as the hard cap amount each successive year. The Employer shall adopt and implement a qualified plan document which complies with Section 125 of the Internal Revenue Code. This amount may also be used toward insurance coverage and/or tax sheltered annuities or MESSA Options.

C. The Hillman School District will have the opportunity in each year of the contract to have a MESSA representative explain the MESSA Plan pro-ration cost procedure for the Hillman Community Schools based on the current year Hillman Community School census of those employees who are MESSA Plan members. The Association may recommend plans that reduce premium costs to their members for inclusion in their health insurance plans.

D. Bargaining Unit Members will receive twelve months of insurance coverage for each full school year of teaching. For example, a new teacher is hired in late August will begin insurance coverage September 1st and the twelve months of coverage will carry through August 31st of the next year. Teachers hired at any time during the year will begin coverage at the first of the next month and receive coverage for the remainder of the 12-month period ending August 31st. Retiring Teachers will receive insurance coverage through August 31st if retiring at the end of June.

ARTICLE 15
MENTOR TEACHERS

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

B. Each Teacher in their first three years in the classroom shall be assigned a Mentor Teacher by the Administration with the consultation of the Association. Mentor Teachers 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. Mentor Teachers shall be assigned in accordance with the following:

L The Mentor Teacher shall be a tenured member of the bargaining unit or retired area teacher.

2. Participation as a Mentor Teacher shall be voluntary.

3. The Employer shall solicit interest in mentoring assignments from teaching staff via district email.

4. The Employer shall immediately notify the Association of those Teachers requiring a mentor assignment of any affected member whose classroom assignment has changed.

5. The Administration. Superintendent and Association shall collaboratively match a Mentor Teacher with a Mentee Teacher.

6. Every effort will be made to match Mentor Teachers and Mentees who have the same area of certification.

7. The Mentee shall be assigned to only one (1) Mentor Teacher at a time. The Mentor Teacher shall be assigned to only one (1) Mentee unless the Association agrees to allow assignment to a 2nd Mentee.

8. The Mentor Teacher assignment shall be for one (l) year subject to review by the Mentor Teacher and Mentee after the first semester of teaching. The appointment may be renewed in succeeding years.

D. Because the purpose of the Mentor/Mentee match is to acclimate the bargaining unit member and to provide necessary assistance toward the end of quality instruction, the Employer and the Association agree the relationship shall be confidential (but not as recognized by the law like that of attorney/client or doctor/patient) and each party is obligated to notify the administration

if any legal statutes have been broken 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 without mutual consent of the Mentee, the Mentor, and the Administrator.

E. Upon request, the Administration shall make available release time so the Mentor Teacher may work with the Mentee during the regular workday. Where possible the Mentor Teacher and Mentee shall be assigned common preparation time.

F. Mentees shall be provided with a minimum of fifteen (15) days of professional development instruction during their first three (3) years of classroom teaching. Professional development shall be scheduled within the parameters of the regular workday and work year.

G. Compensation for the bargaining unit Mentor Teacher will be based upon the following:

Years as Mentor Teacher	Payment to Mentor
	.0201 times the BA Base
2	.0134 times the BA Base
3	.0067 times the BA Base
4	.0067 times the BA Base

H. The District will hold regularly scheduled meetings with all non-tenured staff. This meeting could be after school and would not last more than one (l) hour. These meetings will focus on discussion of information that improves teaching and learning.

1. The meetings will be facilitated by administration, "master teachers" from within the bargaining unit that have been asked by the administration or outside professionals or "master teachers" from other school districts. The items covered in these meetings will be aligned with the need of probationary teachers.

2. If a "master teacher", on staff, provides lead discussion, that teacher will be paid .00756 of BA base per hour for two (2) hours (one hour for prep and one hour for the meeting).

3. For all probationary teachers required to be there, (these meetings would be required for all probationary and would count towards their requirement of 15 additional days of professional development time). The District will pay the probationary teachers the .00756 of BA base for the one (l) hour meeting after school.

3. Whenever possible, administration will use Hillman "master teachers" prior to utilizing outside "master teachers" from another district. The final decision on Hillman "master teachers" vs outside "master teachers" will be made by the Superintendent.

ARTICLE 16
RETIREMENT INCENTIVE

A. In an effort to address future staffing considerations and to provide an opportunity for early retirement to certified employees of the Hillman Community Schools who have faithfully served the District for at least fifteen (15) years, the following incentive plan is proposed.

B. The plan is based on years of service in the Hillman Community Schools.

1. .0067 times the BA Base for each year of service for those who served between 15 and 20 years
2. .01 times the BA Base for each year of service for those who served between 21 and 25 years
3. .0134 times the BA Base for each year of service for those who served between 26 or more with 30 years' maximum to be paid

C. Applicants planning retirement at the end of the first semester of the school year must notify the Administration on or before November 1 of that year to qualify for the incentive. Applicants planning retirement at the end of the school year must notify the Administration on or before March 1 of that year.

D. All incentive compensation will be subject to the appropriate tax deductions.

E. The employee must be eligible to retire under the Michigan Public School Employees Retirement System and submit a letter of retirement from his/her position with the Hillman Community Schools. Retirement means the Teacher cannot serve the Hillman Community Schools in any future paying capacity without the approval of the Superintendent.

F. Prior to November 1, before mid-year retirement, or by March 1, before the end of the school year of the retirement, the retiring staff member will notify the Superintendent, in writing, of his/her intent to retire to be eligible for either the "early retirement incentive" (Article 16) or the accumulated sick leave (Article 17) payments.

The District will make the appropriate payment into each employee(s) MEA Financial Service 403(b) Plan (or other 403(b) investment plan the employee subscribes to with Hillman Community Schools) not later than January 31, following mid-year retirements, or July 31, following end of the year retirements.

G. Exceptions to the time lines in this Article may be granted by the Superintendent and/or Board and are not subject to the Grievance Procedure.

ARTICLE 17
SICK LEAVE AND PERSONAL LEAVE

A. Sick Leave Policy

1. Teachers will be awarded ten (10) sick days per year to be used for themselves or members of the immediate family. All of the sick days may be used during the year. The remainder of the unused sick days will be accumulated.
In order to qualify for the use of such days, a Teacher must notify the administration of his/her illness and subsequent absence prior to his/her absence.

a. A Teacher who works less than a full school year shall receive a prorated number of sick and personal days. In addition, any Teacher who works less than a full day shall receive prorated sick and personal days by the ratio of the number of hours worked to the number of hours in a full day's schedule, rounded to the nearest half (1/2) Day.

b. A change in an Employee's status from part-time to full-time or fulltime to part-time will carry forward their prorated days.

c. To address the issue of the abuse of sick time to extend holidays or breaks scheduled in the District calendar, the Union agrees to exercise the use of their "Ethics Committee" to have a conversation with identified teachers.

2. Wage protection shall be provided to all Teachers. This plan is devised to allow Teachers to receive their regular salary if the Teacher is unable to attend to his/her duties because of illness after exhausting his/her accumulated sick leave. The proof of this shall consist of a doctor's statement regarding the Teacher's inability to work.

a. When the inability has been established and additional doctor verification days are needed during the year, Hillman Community Schools will provide up to forty (40) additional days. These wage protection days are to be used only for the illness of the employees. The teacher must have taught one (1) year or more in the District to be eligible for these additional days.

b. These days are in addition to the ten (10) days awarded each year as stated in number one (l) above.

3. If additional days are needed, the Teacher may draw from his/her accumulated sick leave total. If the sick days are used from the accumulated sick leave, the Teacher may use five (5) days or less, at any one time, without doctor verification of the Teacher's inability to work. If more than five (5) sick leave days are used consecutively, then a doctor's statement of the Teacher's inability to work must be provided.

4. The Teacher, upon retirement from teaching in Michigan and after twelve (12) years of employment with Hillman Community Schools, will be reimbursed for up to 188

sick days. The rate of reimbursement will be .00243 times the BA Base times the number of accumulated sick days.

5. The retiring Teacher must notify the District office of his/her intent to retire prior to November 1 for retirement at the end of the first semester and March 1 for the end of the year retirement. Upon request, a Teacher may expect confidentiality of this notification on the part of the District Administration. If a medical situation would arise during the school year that created a need to retire, then this one criterion would be waived.

B. Death

1. The employee shall be allowed up to five (5) funeral days for death in the immediate family. For deaths of persons outside the immediate family, up to three (3) days shall be allowed with two (2) more days available at the discretion of the Superintendent. The employee must notify the District prior to the first day of his absence if possible.

2. If there is a death in a Teacher's family, or a death of someone in the community, there may be two (2) representatives sent from the staff to represent the Teachers. The Executive Committee of the HEA will determine the two Teacher representatives. This provision shall be used only at the discretion of the Superintendent.

3. Immediate family shall be defined for bereavement* as:

a. Husband, wife, children, step-children, any member of the same home.
b. Father, mother, step-mother, step-father, foster parents.
c. Sisters, brothers, step-sisters, step-brothers.
d. Grandfather, grandmother, grandchildren.
e. Father-in-law, mother-in-law.
f. Brother-in-law, sister-in-law.
g. Daughters-in-law, sons-in-law.

4. Persons outside the immediate family shall be defined as:
a. Aunts, uncles, nieces, nephews.

C. Professional Improvement - Community Growth Non-Cumulative

1. The Employer recognizing the importance of continued professional improvement for the teaching staff will allow for professional improvement activities that are mutually agreed to by the staff member and building administrator. The Association recognizes that the building administrator may require some professional improvement activities that may result from the evaluation process.

2. One (1) day per school year shall be granted for community growth or service which shall be mutually defined as a day used for the betterment of the Hillman Community.

3. These days are in addition to sick leave and personal business.

D. Personal Business Days

Six (6) days per year shall be granted to conduct personal business. These days are in addition to sick leave and should involve no more than 20% of the teaching staff in each building at one time. Six (6) unused personal leave days per year will be added to a teacher's accumulated sick days. NOTE: To address the issue of the abuse of sick time to extend holidays or breaks scheduled in the District calendar, the Union agrees to exercise the use of their "Ethics Committee" to have a conversation with identified teachers.

E. Comp/Flex Day – if a Teacher works on a non-school day, they shall receive additional time off comparable to the time worked that can be used at the teacher's discretion.

F. Paid Parental Leave

Bargaining unit employees shall receive a maximum of six (6) weeks of paid parental time off for the birth, adoption, or placement of a child/children in a household. Insurance benefits will continue while on paid parental leave and premiums will be deducted from the employee's paycheck. Family and Medical Leave (FMLA) will run concurrently with paid parental leave. The employee may request an additional six (6) weeks of FMLA leave as listed in Article 12, Unpaid Leaves.

G. Leaves of Absence with Pay Not Chargeable Against the Teacher's Allowance Shall Be Granted for The Following Reasons:

1. Absence when a Teacher is called for jury duty.
2. Court appearance as witness in any case connected with the Teacher's employment or the school or whenever the Teacher is subpoenaed to attend any proceeding.
3. Court appearance as a witness when served a legal subpoena.
4. Time necessary to take the selective service physical examination.
5. The Teacher shall receive full daily salary pay with the jury duty pay being returned to the Employer.

H. Half-Day Absences or Less

Any leave of absence of less than one-half day shall be considered one-half day.

ARTICLE 18

LEAVE OF ABSENCE

A. Family and Medical Leave Act (FMLA)

Family and medical leave will be in accordance with the Family and Medical Leave Act (FMLA) of 1993. Once the District has enough information to determine that a teacher's leave request qualifies as FMLA leave, teachers will use accumulated sick leave days with their FMLA allotment. If FMLA leave exceeds the teacher's accumulated sick leave, the remaining days will be unpaid. FMLA leave will be calculated based on a rolling year.

B. Child Care Leave Unpaid

A leave of absence shall be granted to any Teacher for the purpose of childcare. Said leave is subject to the following conditions:

1. The Teacher must provide (except in cases of emergency) ninety (90) days' notice of request for leave.
2. If less than 1/2 semester remains at the time the leave is granted, the leave may be for the remainder of the semester plus two (2) consecutive semesters. If more than 1/2 semester remains at the time the leave is granted, the leave may be for the balance of that semester plus one (1) additional consecutive semester.
3. The leave must end at the end of a semester.
4. The reinstatement shall be to the Teacher's former position or to a position for which they are certified and qualified.
5. The Teacher shall receive the health and/or life insurance benefits provided for under this agreement for the period of the leave provided that the Teacher pays all premiums during such period.
6. When the length of the leave permits, the Teacher shall provide ninety (90) days' notice regarding intention to return.

C. Personal Illness

1. Any Teacher whose personal illness extends beyond the period compensated shall be granted a leave of absence of up to one (l) year without pay to allow for complete recovery from such illness. Upon return from a year or less leave of absence, a Teacher shall be entitled to their former position or to a position for which they are certified and qualified.
2. Upon written application at least ninety (90) calendar days prior to the close of the school year, said leave of absence may be renewed for up to one **(1)** year.
3. When length of leave permits, the Teacher shall provide ninety (90) days' notice regarding intention to return.

D. Peace Corps Leave

Leave of absence without pay shall be granted for up to two (2) years to any tenured Teacher who joins the Peace Corps as a full-time participant in such a program. Upon written application at least ninety (90) calendar days prior to the close of the school year, said leave of absence may be renewed for up to one **(1)** year. Upon return from such a leave of absence, the Teacher will be assigned to the same position or a position for which they are certified and qualified. Any period so served shall be treated as time taught for receiving credit toward annual salary increments on the appropriate salary schedule.

E. Association Leave

1. Tenured Teachers who are officers of the Association or are appointed to its staff, shall upon written application to their building principal, be given leave of absence without pay for up to one **(1)** year for purposes of performing duties for the Association. Upon return from such a leave of absence, a Teacher will be assigned to the same position or a position for which they are certified and qualified. Upon written application at least ninety (90) calendar days prior to the close of the school year, said leave of absence may be Renewed for up to one **(1)** year, providing assignment to the same position or to a position for which they are certified and qualified.

2. The Association shall be entitled to Association business days. Leaves in excess of three (3) days shall be applied for fifteen (15) days in advance. The Association shall pay the costs of the substitute and the Teacher shall not receive a reduction in pay.

F. Public Office Leave

The Employer will grant a leave of absence without pay for up to one (l) year to any tenured Teacher to campaign for, or serve in a public office. Upon return from a one (l) year or less leave of absence, a Teacher will be assigned to the same position or a position for which they are certified and qualified. Upon written application at least ninety (90) calendar days prior to the close of the school year, said leave of absence will be renewed for up to one **(1)** year, providing for assignment to the same position, or to a position for which they are certified and qualified.

G. Military Leave

A military leave of absence shall be granted to any Teacher who shall be inducted or shall enlist for military duty in any branch of the armed forces of the United States. Upon return from such leave, a Teacher shall be placed at the same position on the salary schedule as he would have been had he taught in the District during such period. Leave and benefits accrued shall not extend beyond one **(1)** inducted or enlisted period. Upon return from such leave, a Teacher shall be assigned to the same position or to a position for which they are certified and qualified, even if such return necessitates a necessary reduction of staff. Such service time shall not count towards tenure.

H. Personal Leave

The Employer may allow up to one (l) year unpaid leave for personal reasons. More than one leave may be allowed at the discretion of the Employer and not be subject to the grievance procedure. In cases where there is more than one applicant, the applicant with the most seniority in the District will be granted the leave. The Teacher must provide (except in cases of emergency) ninety (90) days' notice of request for leave. The Teacher must provide notice of intent to return from leave sixty (60) days prior to June 30th.

ARTICLE 19

CALENDAR, SCHOOL YEAR AND MAKE-UP DAYS

A. It is agreed that, for the life of this master agreement, Hillman Community Schools will continue to pay all employees their full salary without loss of pay for Act of God days.

B. It is agreed that the employees will work the full number of days specified in the school calendar so that the School District will be in compliance with state law and receive full state aid.

C. It is further agreed that if Section 101, Subsection 3, of the State Aid Act is repealed at any time, for any reason, Article 20 of the Master Agreement shall be used to renegotiate the School Calendar(s).

D. The School District shall be entitled to reschedule any days lost in the event school is closed for reasons which do not allow such days to be counted as days of student instruction. The rescheduling of such days shall not entitle employees to additional compensation. The parties shall negotiate when these days shall be made up.

E. For the term of this contract, the school year will be 180 student days and 185 teacher days per school year.

F. The District school year calendar will be negotiated prior to the end of the preceding school year. Holiday and spring breaks will follow the ESD calendar.

G. District Provided Professional Development (DPPD) will be added to the school calendar as follows, unless legislation changes the number and/or date of compliance.

1. Two (2) days will be held prior to the first student attendance day.

2. One (1) day will be the day after Halloween when that day is a school day. In the years when it is a weekend day, another weekday near that time of year will be selected.

3. Two (2) additional professional development days as negotiated by the parties.

H. If professional half days are scheduled, the half days would be department and/or committee-led and will include the following: curriculum development, school improvement committee work, action research, study of student work, instructional technology, and online learning experiences (including curriculum content, and /or pedagogy).

I. Each Teacher is expected to accumulate the equivalent of five (5) days of professional development using the current state definition of what constitutes professional development. Teachers are expected to attend all District Provided Professional Development, unless excused by the Superintendent.

ARTICLE 20
NEGOTIATION PROCEDURES AND EXTENT OF AGREEMENT

A. Representatives of the administration and the Association's bargaining committee will meet on the last school day of each month, if requested by either party, for the purpose of reviewing the administration of the contract, and to resolve problems that may arise. These meetings are not intended to bypass the grievance procedure.

B. It is contemplated that matters not specifically covered by this Agreement but of common concern to the parties shall be subject to professional negotiations between them from time to time during the period of this Agreement upon written request by either party to the other. The parties undertake to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information, and otherwise constructively considering and resolving any such matters.

C. Beginning April 1st, in the final year of this contract, the parties shall initiate negotiation for the purpose of entering into a successor Agreement. It is understood that the Board will not TA pay scale changes until official notice from the State of Michigan is received as to the funding for the subsequent school year.

D. There shall be six (6) signed copies of any final Agreement. Three (3) copies shall be retained by the Board, three (3) by the Association.

E. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual Teacher contracts heretofore in effect. All future individual Teacher contracts shall be made expressly subject to the terms of this Agreement or any subsequent Agreement that covers the same school year as the individual Teacher contracts. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

F. Copies of this Agreement shall be emailed or printed upon request at the expense of the Board and presented to all Teachers now employed or hereafter employed by the Board.

G. All individual contracts shall be issued within twenty (20) days after agreement on the master contract is completed and school is in session.

H. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provisions 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.

I. If an emergency financial manager is appointed by the state under PA 4 of 201 1, Fiscal Accountability Act, the emergency manager may reject, modify, or terminate the collective bargaining agreement in his/her sole discretion. This clause is included in this agreement because it is legally required by state law. The parties did not agree to this provision. By signing this agreement, the Association does not agree or acknowledge that this provision is binding either on the Association or the Employer. The Association reserves the right to challenge this in court.

ARTICLE 21

DURATION OF AGREEMENT

A. All provisions of this Agreement shall be effective as of July 1, 2024 and shall continue in effect until June 30, 2027.

B. If a successor agreement has not been ratified by the date of expiration, pay is retroactive upon ratification of the new Master Agreement and insurance premium increases shall not be the sole responsibility of the Teacher.

NORTHERN MICHIGAN EDUCATION
ASSOCIATION, MEA/NEA

By _____

Nathan Fleshman

NMEA President

By _____

Deb Larson

NMEA Staff Coordinator

By _____

Janine Bahrke, President

By _____

Kari Sobey, Negotiating Comm. Member

By _____

Eric Muszynski, Negotiating Comm. Member

By _____

HILLMAN COMMUNITY SCHOOLS
BOARD OF EDUCATION

By _____

Lucas Sitton, President

By _____

Roxanne LaFleche, Vice President

By _____

Donna Tucker, Secretary

By _____

Melissa Kennard, Treasurer

By _____

Brian Klein, Trustee

By _____

Jack Matthias, Trustee

By _____

Michelene Kenyon

Michelene Kenyon, Negotiating Comm. Member

Dated this 9/10/24

Stewart Scramlin, Trustee

Stewart Scramlin

APPENDIX A
Salary Schedules

NOTE: $2,500 stipend for earned Master's degree or expanded certifications that allow teachers to teach different content area classes. This stipend is payable at the beginning of the semester following completion and will be included in the teacher's normal pay amount throughout the year. All transcripts/new certificate must be presented prior to the first day of school.

2024 - 2027					
Year	**BA**	**BA + 20**	**MA**	**MA + 15**	**MA + 30**
1	38,297.00	39,939.00	40,795.00	42,044.00	42,467.00
2	39,755.00	41,458.00	42,347.00	43,643.00	44,081.00
3	41,265.00	43,033.00	43,957.00	45,302.00	45,755.00
4	42,832.00	44,667.00	45,627.00	47,024.00	47,494.00
5	44,460.00	46,366.00	47,362.00	48,810.00	49,298.00
6	46,239.00	48,219.00	49,256.00	50,763.00	51,269.00
7	48,089.00	50,150.00	51,225.00	52,794.00	53,319.00
8	50,012.00	52,154.00	53,273.00	54,902.00	55,453.00
9	52,012.00	54,241.00	55,408.00	57,103.00	57,673.00
10	54,768.00	57,115.00	58,344.00	60,129.00	60,703.00
11	57,122.00	59,571.00	60,852.00	62,714.00	63,343.00
12	59,846.00	62,134.00	63,468.00	65,409.00	66,064.00
13	60,095.00	62,384.00	63,717.00	65,658.00	66,313.00
14	60,344.00	62,633.00	63,966.00	65,907.00	66,562.00
15	60,593.00	62,882.00	64,215.00	66,156.00	66,811.00
L1	62,141.00	64,805.00	66,197.00	68,223.00	68,904.00
17	62,390.00	65,054.00	66,447.00	68,472.00	69,153.00
18	62,639.00	65,303.00	66,696.00	68,721.00	69,407.00
19	62,888.00	65,552.00	66,945.00	68,970.00	69,651.00
L2 (20yrs+)	64,824.00	67,602.00	69,053.00	71,166.00	71,878.00

For the years 2025/2026 and 2026/2027, employees with 21-29 years of service would receive a longevity payment of $250.00 per school year. Employees with 30 or more years of service would receive a longevity payment of $500.00 per school year. These payments would be paid with the last payroll in June.

For the 2026/2027 school year, if the 2025/2026's audited fund balance is between 15-17%, staff will receive an additional $1,000.00 stipend. If the audited fund balance is greater than 17%, staff will receive the $1,000.00 stipend and have the opportunity for the District will match an employee's 403b contribution up to $1,000.00.

APPENDIX B - EXTRA DUTY SCHEDULE

Duty	Salary
Head Football	3,543
J.V. Football	2,427
Head Basketball	3,543
J.V. Basketball	2,627
9th Grade Basketball	I ,669
8th Grade Basketball	1,500
7th Grade Basketball	1,500
Baseball	3,543
Softball	3,543
J.V. Softball	2,627
J.V. Baseball	2,627
Track	2,028
Junior High Track	1,500
Head Cheerleader-(1/3 football, 1/3 basketball, 1/3 competitive)	1092.67 football, 1092.67 basketball, competitive 1092.66)
J. V. Cheerleader	1,552
Jr. High Cheerleader	773
Play (not part of school day)	432
Musical (not part of school day)	639
Sr. Class Advisor	$2,000 (non staff $1,114)
Jr. Class Advisor	$2,000 (non staff $1,114)
Sophomore Class Advisor	$1,000 (non staff $455)
Freshman Class Advisor	$1,000 (non staff $455)
8th Grade Class Advisor	$1,000 (non staff $301)
7th Grade Class Advisor	$1,000 (non staff $301)
6th Grade Class Advisor	$1,000 (non staff $301)
FHA	1,013
FFA	1,013
Honor Society	1000
Junior High National Honor Society	1000
School Newspaper	Only if not a class 275

Yearbook	2,000 not a class- $1,000 if a class during the day
Instrumental Music Advisor	1,000 Marching Band, 1,000 Concerts
	1,000 Jazz band, 1,000 Symphonic band
Student Council Advisor	2,000
Flag Corp.	432
Knowledge Bowl	275
Media Club	1535 not a class/798 class
Volleyball	3,543
Esports	750
Work Based Learning	2,000
CTE Coordinator	2,000
APPENDIX B CONTINUED	
J.V. Volleyball	2,625
Golf	2,028
Jr. High Volleyball - 7th grade	1,500
Jr. High Volleyball - 8th grade	1,500
Jr. High Football	1,500
Elementary Science Olympiad	1,000
Jr/High Science Olympiad	1,000
High School Science Olympiad	1,000
Robotics (if no stipend paid by grant)	1,500
Team Leads	1,000
Committee Stipend - must be approved by administration	250
New Clubs	275
State Athletic Tournament & Musical Competition Achieved beyond District (First Level)& State qualifying Science Olympiad	250

***** An individual who serves as a coach or advisor, or in the same or similar sport (boys' basketball and then takes girls basketball for example) will receive an additional 10% of current pay for every seven years of service (year 7, year 14, year 21, etc.) ***** **All Appendix B paychecks will be run at the end of the season of the activity.**

CALENDAR

Elementary School Day 7:50 am – 2:50 pm
Half Day release @ 11:20 am

Jr./Sr. High School Day 8:00 am - 3:00 pm
Half Day release @ 11:30 am

Hillman Jr/Sr High School
26042 M 32 S
Hillman, MI 49746
(989)742-4538 - phone
(989)742-4536 - fax
Hillman Elementary School
245 E. Third St.
Hillman, MI 49745
(989)742-4537 - phone
(989)742-4509 - fax
www.hillmanschools.com

Mission
To educate and inspire all students to achieve their maximum potential.
Vision
Preparing our learning community for the reality of tomorrow.
Core Values
Achievement – We will reach our goals!
Excellence – We give our best!
Integrity – We do the right thing!

MEMORANDUM OF AGREEMENT

Between Hillman Community Schools and the Hillman Education Association

One-Year Step and Lane Freeze

This Memorandum of Agreement ("MOA") is entered into by and between:

Hillman Community Schools

(hereinafter referred to as the "District")

and

Hillman Education Association

(hereinafter referred to as the "Association")

Effective Date: 7/1/26

1. Purpose

The purpose of this Memorandum of Agreement is to address current budgetary constraints impacting Hillman Community Schools and to establish a temporary one-year freeze of salary schedule step advancement and lane movement for bargaining unit members.

The parties acknowledge that this temporary measure is intended to assist the District in maintaining financial stability while continuing educational operations and student services.

2. Step and Lane Freeze

For the duration of the Agreement:

- Bargaining unit members shall remain on their current salary schedule step for the contract year identified below;
- No vertical step advancement shall occur during the term of this Agreement;
- No horizontal lane movement resulting from additional coursework, credits, or degrees shall be applied during the term of this Agreement; and
- Employees shall retain accumulated years of service and previously earned educational credits for future placement purposes following expiration of this Agreement.

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Integrity – We do the right thing!

This freeze shall apply only to the following school/fiscal year:

26/27 **School Year**

3. Duration

This Agreement shall remain in effect for one (1) school year unless extended or modified by mutual written agreement of both parties.

At the conclusion of the Agreement period, salary schedule advancement and lane movement shall resume in accordance with the applicable collective bargaining agreement unless otherwise negotiated.

4. No Waiver of Bargaining Rights

This Agreement shall not constitute a waiver of any statutory or contractual bargaining rights held by either party beyond the specific terms contained herein.

Except as expressly modified by this Agreement, all provisions of the current collective bargaining agreement shall remain in full force and effect.

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Integrity – We do the right thing!

5. Entire Agreement

This Memorandum of Agreement represents the complete understanding between the parties regarding the temporary salary schedule freeze described herein.

Any modifications to this Agreement must be made in writing and signed by both parties.

Signatures

For Hillman Community Schools

Name: Dr. Pamela L Rader
Title: Superintendent
Signature: Pamela L Rader
Date: 6/4/26

For the Hillman Education Association

Name: Eric Muszynski
Title: Vice President/Negotiations
Signature:
Date: 6/4/26

For the Hillman Education Association

Name: Janine Bahrke
Title: HEA - President
Signature: Janine Bahrke
Date: 6/4/2026

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MEMORANDUM OF AGREEMENT

Between Hillman Community Schools and the Hillman Education Association

This Memorandum of Agreement ("MOA") is entered into by and between:

Hillman Community Schools

(hereinafter referred to as the "District")

and

Hillman Education Association

(hereinafter referred to as the "Association")

Effective Date: 07/01/2026

1. Purpose

The purpose of this Memorandum of Agreement is to address current budgetary constraints impacting Hillman Community Schools and to establish a temporary change to Schedule B payments for staff bargaining unit members.

The parties acknowledge that this temporary measure is intended to assist the District in maintaining financial stability while continuing educational operations and student services.

2. Schedule B Payment Adjustments:

CTE Director: $1000

WBL $1000

6th grade through 10th grade advisor $500-staff $300 non staff

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www.hillmanschools.com

Mission
To educate and inspire all students to achieve their maximum potential.
Vision
Preparing our learning community for the reality of tomorrow.
Core Values
Achievement – We will reach our goals!
Excellence – We give our best!
Integrity – We do the right thing!

11th and 12th grade advisor $1000-staff $500 non staff

Student Council $1000

Yearbook- $1000- no class $500- class

In addition there will not be extra duty stipends for committees ($250) when committee work will be done during PD time. If the Administration calls a committee meeting outside of school time an extra duty sheet will be provided.

This adjustment shall begin with to the following school/fiscal year:

2026-2027 School Year

3. Duration

This Agreement shall remain in effect unless modified by mutual written agreement of both parties.

4. Personal Day Credit

A teacher who attends three events listed below shall receive one (1) personal day credited to their personal day bank no later than June 1, 2027.

Elementary:
Open House
Christmas Concert
Spring Concert

Secondary:
Open House
Graduation
One additional event such as a dance

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5. No Waiver of Bargaining Rights

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Hillman Jr/Sr High School
26042 M 32 S
Hillman, MI 49746
(989)742-4538 - phone
(989)742-4536 - fax
Hillman Elementary School
245 E. Third St.
Hillman, MI 49745
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This Agreement shall not constitute a waiver of any statutory or contractual bargaining rights held by either party beyond the specific terms contained herein.

Except as expressly modified by this Agreement, all provisions of the current collective bargaining agreement shall remain in full force and effect.

6. Entire Agreement

This Memorandum of Agreement represents the complete understanding between the parties regarding the temporary schedule B adjustments described herein.

Any modifications to this Agreement must be made in writing and signed by both parties.

Signatures

For Hillman Community Schools

Name: Dr. Pamela Rader

Title: Superintendent

Signature: DocuSigned by: Dr. Pamela Rader

Date: 10/8/2026

Hillman Education Association

Name: Jamie Bahrke

Title: HEA President

Signature: Jamie Bahrke

Date: 9-1-2026

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Hillman Education Association

Name: Eric Muszynski

Title: HEA Vice

Signature: [signature]

Date: 7/1/26