



MASTER AGREEMENT

between

SCHOOL DISTRICT OF THE CITY OF HAZEL PARK

&

HAZEL PARK EDUCATION ASSOCIATION

2026 - 2028

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between

SCHOOL DISTRICT OF THE CITY OF HAZEL PARK

and

HAZEL PARK EDUCATION ASSOCIATION

2026 - 2028

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

WITNESSETH

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

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

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

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

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

ARTICLE 1

RECOGNITION

A. The Board hereby recognizes the Association as the exclusive bargaining representative as defined in the Public Act 112 of the Michigan Public Acts of 1994, for a unit consisting of all certificated teaching personnel, special service personnel and all vocational teaching personnel annually authorized by the State of Michigan, excluding the Superintendent, Assistant Superintendent, Curriculum Coordinator, Directors, Principals, Assistant Principals, Teaching Assistant Principals, Supervisor of Special Education and other supervisors as defined in the Act. Unless otherwise indicated, the term "teacher" when used hereinafter in this Agreement will refer to members whose current position is covered under the Tenure Act. "Ancillary staff" refers to members whose current position is not covered under the Tenure Act. It shall be understood that agency-provided ancillary staff in the service of the Board shall not be members of the Association; nor shall the Board, by means of attrition, systematically replace ancillary association members with agency-provided staff. This is not a job security provision.

B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this contract.

C. Nothing contained herein shall be construed to deny or restrict to any teacher/ancillary staff rights he/she may have under the Michigan General School Laws or applicable laws and regulations. The rights granted to teachers/ancillary staff hereunder shall be deemed to be in addition to those provided elsewhere.

D. It is recognized that in 2023, the Association accreted all certificated employees in the alternative academy known as, Advantage Alternative Academy (AAA) into the Association.

ARTICLE 2

BOARD OF EDUCATION RIGHTS AND RESPONSIBILITIES

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

A) Control and develop programs and the curriculum;

B) Reprimand, suspend or discharge or otherwise discipline ancillary staff for cause and teachers consistent with provisions with the Michigan Teacher Tenure Act;

C) Determine the number of teachers to be employed;

D) Hire teachers and employees and determine their qualifications for hiring;

E) Determine the job duties for all existing and newly created positions;

F) Assign and direct teacher and employee work;

G) Transfer teachers from one position or building to another;

H) Layoff and recall teachers;

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

ARTICLE 3

HAZEL PARK EDUCATION ASSOCIATION RIGHTS AND RESPONSIBILITIES

A. The Board and the Association agree to abide by Public Act 112 of the Michigan Public Acts of 1994 of the laws of Michigan and to all the applicable laws and statutes pertaining to the teachers'/ancillary staffs' rights and responsibilities. The Board and the Association agree to the Board Policies and Procedures now in effect other than those related to wages, hours, and working conditions, and unless otherwise altered by specific conditions within this Agreement. The foregoing specifically excludes from Agreement determination matters of curriculum and program, but does not otherwise change the Board's intent and desire for maximum teacher/ancillary staff input.

B. Every teacher/ancillary staff of the Board shall have the right freely to organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiation and other legal concerted activities for their mutual benefit. The Board and Association undertake and agree that it will not directly or indirectly discourage or deprive or coerce any teacher/ancillary staff in the enjoyment of any rights conferred by Public Act 112 of the Michigan Public Acts of 1994 and the laws of Michigan and of the Constitutions of Michigan and the United States; that it will not discriminate against any teacher/ancillary staff with respect to hours, wages, or any terms or conditions of employment by reason of their membership in the Association, or other professional organization, their participation in any activities of the Association or collective professional negotiations with the Board or their institution of any grievance, complaint, or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

C. The Board and the Association recognize the right of teachers/ancillary staff to invoke the assistance of the State Labor Mediation Board.

D. *Use of School Facilities*

1. Weekday activities commencing prior to 5:00 p.m. — The Association will have the right to schedule meetings within the building and without cost. Such scheduling will be processed through the school dude athletic director setting forth in advance the time and place of the meeting**.** Weekday activities commencing after 5:00 p.m. and all weekend activities are to be scheduled through the Board Office. The Association shall enjoy the same privileges of facility availability as other community groups. It is further understood that the only cost to the Association shall relate to directly increased custodial costs.
2. It will be the policy of the Board that bulletin boards in a given school will be used for the purpose of displaying educational material and other notices referring to the conduct of education and student activities; provided, however, that there will be one (1) bulletin board which will be placed in the staff lounge, or a mutually agreeable location, for the purpose of displaying

notices, circulars and other Education Association materials.

3. The Association may distribute materials through teachers'/ancillary staffs' mailboxes if it so desires, provided distribution takes place outside of instructional time.

E. It is expressly understood that no member of the administration will assume responsibility for the posting or distribution of materials for the Association or any other teachers/ancillary staff organization.

F. No teachers/ancillary staff will be prevented from wearing pins or other apparel showing membership in the Association or any other teachers/ancillary staff organization.

G. School facilities will not be used by teachers/ancillary staff privately for private tutoring for pay by the student or the family of the student. Under no conditions should teachers/ancillary staff tutor students enrolled in their class for pay by the student or the family of the student.

H. The Board agrees to furnish to the Association in response to written or electronic requests all information concerning the financial resources of the District, tentative budgetary requirements and allocations, and other information as will assist the Association in developing intelligent, accurate, informed, and constructive programs on behalf of the teachers/ancillary staff and their students, together with information which may be necessary for the Association to process any grievance or complaint. Such written request shall be specific as to the information desired. This is not to imply that oral requests will be denied.

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

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

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

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

The above language is not applicable during mutually agreed upon negotiation

periods.

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

K. Beginning with the effective date of this agreement, every 90 days, those representatives designated by the Association 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.
d. Primary building.
e. Employee identification number (if applicable).
f. State Personal Identification Code (PIC) if applicable.
g. Name of primary position.
h. Work email address and personal email address, if known.
i. Home mailing address.
j. Home and/or cell phone number.

The above-listed information shall be provided via email in an attached Excel document.

Designated Association representatives shall be given, via e-mail and attached excel document, the same information detailed in Section A above within thirty (30) days of any new hires of bargaining unit members that occur throughout the year.

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 thirty (30) days after the member's last day of employment.

Notification of any bargaining unit member placed on layoff or leave of absence (paid or unpaid) lasting more than fifteen (15) days shall be reported to the designated Association representatives via e-mail no later than thirty (30) 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 thirty (30) days after the first day of return.

L. Union Dues and PAC Payroll Deduction

1. This Article shall become effective on August 1 of the year the Association notifies the Employer of its intent to implement payroll deduction of Association dues and/or political action committee (PAC) contributions.
2. 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.
3. The Employer shall process payroll deduction forms received from members within fifteen (15) business days of receipt. Such authorizations shall continue in effect from year-to-year unless revoked in writing by the member under procedures administered by the Association.
4. Pursuant to such authorization, the Employer shall deduct one twentieth ($1/20^{TH}$) of such dues, assessments, and/or PAC 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. It is understood that the payroll deductions for such purposes shall not exceed two per payroll period; one amount for dues and assessment, and one amount for one PAC contribution.
5. 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 fifteen (15) business days of receipt to any remaining pays per the deduction schedule defined above.
6. 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 via the excel format provided by the Association.
7. 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:

    a) The Employer gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires and
    b) 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

8. 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 3.
9. The parties agree to meet within a reasonable period of time if either of the following occurs, without waiting for the expiration of the parties' collective bargaining agreement, for the purpose of addressing such occurrence:
    a. 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).
    b. 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.

ARTICLE 4

RIGHTS OF BARGAINING UNIT MEMBERS

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

B. Discipline or Discharge:

1. All bargaining unit members shall not be reprimanded, disciplined, discharged, and/or reduced in rank without reasonable and just cause.

   Any such discipline, or adverse evaluation of a bargaining unit employee's performance, shall be subject to the grievance procedure, hereinafter set forth, including arbitration. The specific grounds for disciplinary action will be presented in writing to the bargaining unit employee and the Association no later than ten (10) business days of it being discovered.

   Observed events which are considered seriously questionable, assumed very unsatisfactory, need immediate clarification and/or interpretation, shall be brought to the bargaining unit member's attention by the close of the bargaining unit member's next scheduled workday absent reasonable cause.

   For discipline that involves the discharge or demotion of a tenured teacher or the non-renewal of a probationary teacher, the mandates, standards and procedures of the Michigan Teachers' Tenure Act, MCL 38.71, et seq., shall apply.

2. Progressive Discipline: A program of progressive discipline shall be followed.

   1. Verbal warning, then
   2. Written reprimand, then
   3. Professional development and training, if determined appropriate by the administration.
   4. Suspension with or without pay, then
   5. Discharge.

   Apart from the loss of salary that would occur in an unpaid suspension, no other adverse economic effect will result from such unpaid suspension, such as a reduction in leave days, insurance benefits, etc.

   The parties recognize that the severity of an offense may provide just cause for the acceleration of the above progression of discipline.

The partied recognize that steps on the progressive discipline may be repeated before imposition of a higher step.

3. No Applicability to Evaluation Scoring: In the event a bargaining unit employee is disciplined and receives one of the forms of Progressive Discipline defined above, that employee shall not in any way subsequently be evaluated in their annual evaluation performance for the same incident if the step on the progressive discipline was a verbal warning.
4. No polygraph or lie detector device shall be used in any investigation of any bargaining unit member unless requested by the bargaining unit member.

C. Association Representation:

A. When any member is notified to meet with a principal because disciplinary action may take place, the building representative shall be contacted. A bargaining unit member shall at all times be entitled to have a representative of the HPEA present when the bargaining unit member is being warned, reprimanded or disciplined for any alleged infraction of discipline or delinquency in professional performance. Any such warning, reprimand, or disciplining shall be done in a private meeting. As a matter of practicality, meetings done within a building and its administration shall be represented by the assigned building representatives; HR/District administrators shall first go to the Association President. Nothing shall prohibit the Association President from asking for the HPEA Executive Director to be in attendance.

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

C. A bargaining unit member shall, at all times, be entitled to have present a representative of the Association when he/she is being investigated for any infraction of discipline or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the teacher/ancillary staff until such representative of the Association is present.

D. Criminal Accusations:

In matters of criminal allegations, the Executive Director shall be contacted immediately. If a bargaining unit member requests that no UniServ staff be present, the District shall inform the Association that the member made such a request. In a

situation that is not an emergency, the teacher/ancillary staff will be able to request a person that she/he wishes to see as the representative for her/him. At that time, a mutually agreed-upon meeting date will be set.

ARTICLE 5

CIVIL RIGHTS

A. The Board agrees that neither it, nor any of its administrative agents, will discriminate against any teachers/ancillary staff on the basis of race, creed, color, national origin, sex, age, disability, height, weight, religion or marital status, political activities, sexual orientation, gender identity or membership or participation in the activities of the Association or any other employee organization.

B. The Association agrees that it will admit all teachers/ancillary staff to its membership without discrimination by reason of race, creed, color, national origin, sex, age, disability, height, weight, religion, marital status, sexual orientation, gender identity or prior membership or past participation in the activities of any other employee organization.

ARTICLE 6

TEACHER/ANCILLARY STAFF RESPONSIBILITIES

A. Pupil-Teacher Relationships

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

B. Medical Examinations

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

C. Birth Certificates

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

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

1. A criminal records check shall be requested from the Michigan Department of State Police *(and currently also the FBI)*. New hires are responsible for incurred costs of fingerprinting.
2. The completion of a form which includes a signed statement that the new

teacher/ancillary staff has not been convicted of a criminal offense.

ARTICLE 7

JOINT RESPONSIBILITIES

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

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

B. **Absence Management and Substitute Teachers:**

1. The Board agrees to make an effort to maintain an adequate list of substitute teachers, including those retired teachers willing to act as a substitute.
2. Teachers/ancillary staff shall be informed of a District absence management system that they shall call or access before 6:30 a.m. on or before the day of their absence, to report unavailability for work. Basic reporting data shall be consistent with existing directives. Once a teacher/ancillary staff has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher.
3. Substitute teachers shall be hired whenever instructional staff is absent.
4. Every reasonable effort shall be made to bring in special education classroom paraprofessional substitutes when classroom support is absent.

C. **Ethics:**

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

D. **Committee Indemnification:**

The district shall indemnify and otherwise hold harmless any bargaining unit employee serving as a participant on District, state, or federally mandated committees. At District expense, the bargaining unit employee(s) shall be provided with legal counsel in the event of complaints and/or litigation arising because of participation on such committees.

E. **Professional Study Committee**

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

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

Recommended Procedure

1. Recommended changes may be made to the Committee by:
    a. A Teacher in the District
    b. Superintendent
    c. Central Office Administrator
    d. Building Principals
    e. Curriculum Committees
    f. Professional Associations

2. Study Committee Responsibilities
    a. Receive recommended changes.
    b. Refer changes for study to appropriate committee if study is needed.
    c. Review recommended changes from committees.
    d. Submit written recommendations to the Superintendent, who must respond not later than thirty (30) days after receiving the recommendation. The chairperson or his/her designee may present the committee's views before the Administrative Council.
    e. Inform recommending group of action taken by the Superintendent and/or Board.
    f. Respond to all recommendations within thirty (30) days after receipt of the recommendations.

3. The District and HPEA will meet as a subcommittee (Professional Studies

Committee) to review Viking Virtual, as it relates to the educational program.

ARTICLE 8

PROFESSIONAL COMPENSATION

A. Salary Schedules:

A single salary schedule shall be maintained (with the Center program 4% higher for increased length of workday), and no differential in salary shall be allowed because of sex, marriage, or dependents. Steps shall commence on an annual basis the first day of work following the end of the previous academic school year, unless state aid for the school year is increased less than 3%; if the state aid for the school year has not yet been determined, then no step movement will occur until such time that state aid has been determined.

B. Placement on Salary Schedule for Re-Employment:

Applicants with previous Hazel Park School District experience seeking reemployment shall be credited with full previous Hazel Park experience on the salary schedule but not to exceed the next step of the step they were on when they left the District, accounting for a change in the numbering of steps since they left the District (for example, if a teacher was on Step 5 when they left the District, and Step 5 is now Step 8, the returning teacher would be placed at Step 9 on the appropriate salary lane).

However, applicants with previous Hazel Park School District experience seeking reemployment who left the District more than three years ago may be credited with full previous Hazel Park experience and outside experience for placement on the salary schedule at the District's discretion when hired, not to exceed the next to the top step.

C. Initial Placement on Salary Schedule:

Teaching experience at American, private schools and international schools where the teacher has graduated from a teacher preparation program that leads to certification, as well as experience recognized by the Michigan Public School Employees Retirement Act (MPSERS), may be credited for placement on the salary schedule at the District's discretion when hired, not to exceed the next to the top step (Step 19 for the 24/25 SY and Step 20 for the 25/26SY) of the appropriate salary schedule.

D. Armed Services Placement on Salary Schedule:

All teachers/ancillary staff now employed or previously employed by the Board shall have their total service in the Armed Forces credited with one regular annual salary increment for each year provided they have served a minimum of one (1) year with an honorable discharge. New teachers/ancillary staff employed shall be given one (1) regular salary increment for service, provided they have served a minimum of one (1) year in the Armed Forces with an honorable discharge.

E. Teachers/ancillary staff will be classified for the purpose of the salary schedule in April for the succeeding year, but if evidence that a teacher/ancillary staff is entitled to an advance on the salary schedule is filed in the Superintendent's office by September 15 of the same school year, such teacher will be advanced to the new step on the salary schedule. In addition, midyear adjustments will be made if evidence is submitted to the Superintendent's office on or before February 15 of the school year and shall be retroactive to the beginning of the second semester.

F. <u>Educational Advancement & Lane Changes:</u>

Application for placement on a higher tract of the salary schedule shall be made by September 15 for the first semester, or February 15 for the second semester, of the school year. All credits toward a higher tract on the salary schedule shall be graduate semester hours or their equivalent in quarter hours. Any credit recognized by the university as credit toward a graduate degree shall also be accepted by the Board. Submit letter of request for graduate credit lane change with official transcripts to the Human Resource Director.

1. A salary increment is added for a block of eighteen (18) semester hours of graduate credit beyond the provisional certificate. (Any teacher/ancillary staff who has been paid at the B.A.+18 step shall automatically be placed on this step.)

2. A salary increment is added for the completion of a Master's degree. Some courses or experiences not on a designated Master's program may be deemed by the Superintendent to be helpful in making a teacher/ancillary staff a better teacher/ancillary staff. In such cases, the Master's degree salary may be allowed by the Superintendent when 32 hours of credit are approved.

3. A salary increment is recognized for each block of fifteen (15) semester hours of graduate credit beyond the Master's degree after the Master's degree has been completed (MA+15, MA+30, MA+45).

   A salary increment is recognized for a block of thirty (30) semester hours of graduate credit beyond the Master's degree after the Master's degree has been completed (MA+30).

4. An increment beyond the Master's degree salary adjustments is allowed for completion of the Doctorate degree.

5. Teachers/ancillary staff receiving National Board or LETRS® Certification, under the current rigorous standards, shall receive a $1,500 recognition award and be recognized for their achievements by the Board.

G. Loss of Certification/Non-Certified Bargaining Unit Members:

A teacher/ancillary staff who does not possess a Provisional Certificate or a Permanent Certificate issued by the Michigan State Board of Education, shall be placed at the BA bottom step as defined by the Schedule A Salary Scale regardless of education level attained. It will be the responsibility of the teacher to attain a substitute permit at his/her own expense in order to continue employment.

H. Longevity:

Bargaining unit members shall receive an annual longevity payment according to the following:

Years of Service in Hazel Park

Upon beginning the 11th year to completion of the 15th year	$1,150
Upon beginning the 16th year to completion of the 20th year	$2,750
Upon beginning the 21st year to completion of the 25th year	$3,250
Upon beginning the 26th year of service	$4,000

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

I. Paycheck Selection:

Bargaining unit members may select at their option any one of the following

methods of payment beginning with the second Friday of the school year.

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

Option 2: Gross salary (including longevity, if any) divided into 26 equal biweekly paychecks. Paychecks 22 through 26 shall be mailed by the Board Office during the summer.

J. Salary and Compensation

1. 2026-2027 Salary Schedule as proposed by the District.
2. Step movement for 2026-27 and 2027-28.
3. Add .6% to all steps on salary schedule.
4. Add new step 3% higher than current top step in each lane for 2026-27 and 2027-28.
5. Each year of agreement, the lowest step will drop off the schedule and add a higher step as set forth above, resulting in the same amount of steps from the lowest to highest.
6. A Smooth Schedule shall be maintained.
7. Editor's Note: The proposed salary schedule is provided for non-center schedule.
8. Year 2 of the agreement (2027-28) would provide an economic reopener if the Oakland County Enhancement Millage passes and would not be concessionary.

K. Center Program Salary Schedule:

Center Programs (including but not limited to Jardon and Edison Max) and have their salaries paid from other than the District General Fund shall have their salaries remain four percent (4%) higher than the Schedule A Non-Center Salary Schedule for the increased working time, with the understanding that the same daily work schedule will continue and these times included in the contract in Schedule C - Calendar.

L. Viking Virtual:

All Viking Virtual Academy teachers will follow the salary schedule as outlined in the current CBA (i.e. VVA teachers will not be capped at Step (5).

M. Salary: Hourly Salary Rate and Extra hourly rate:

1. Teacher/Ancillary hourly salary rate shall be calculated by the following formula: Salary listed in Schedule A (step and lane) divided by 180 days and divided by 7 hours = hourly rate, for example: $82,238 ÷ 180 days = $456.88 daily rate ÷ 7 hours = $65.27 hourly rate.
2. Extra hourly rate: $50

N. <u>IEP Assistance</u>:

a. On a voluntary basis, with notice shared to all special education teachers, and with the prior approval of the District's Special Education Director, a District certified special education teacher may assist a District substitute teacher assigned to work as a long-term substitute in a special education classroom in drafting Individualized Educational Plans (IEPs) and receive up to two hours pay at his/her hourly rate based upon his/her base salary daily rate for each IEP on which the teacher assisted with drafting which work occurs outside of the teachers regular duty day (A teacher shall not be compensated for such work done during the teacher's preparation period).

b. In addition, if a teacher consultant is unable to attend the meeting, a District certified special education teacher who assists with drafting such an IEP shall attend the IEP meeting at which the IEP is discussed, and receive a minimum of one hour pay at his/her hourly rate based upon his/her base salary daily rate if it occurs during the teacher's preparation period and/or outside of the teacher's regular duty day, and up to a maximum of three hours pay commensurate with the length of the IEP meeting for time spent during the teacher's preparation period and/or outside of the teacher's regular duty day (no additional pay is received if the IEP is longer than three hours, unless the IEP meeting is re-scheduled to continue for another day).

ARTICLE 9

TEACHING HOURS, WORK DAY AND WEEK

A. **Work Week**:

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

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

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

2. The starting and dismissal times for students shall be mutually agreed upon. It is understood that starting and dismissal times are subject to modification by state statute or other external legal authority.

3. School start and dismissal times are listed in Schedule C. The regular teacher's work day will begin ten (10) minutes before the school start times and will end ten (10) minutes after the dismissal times, except for Edison Max and Jardon. The first five (5) minutes shall be unencumbered used at the teacher's discretion. The second five (5) minutes may be used for supervisory duties. Students shall not be dismissed to teacher classrooms prior to five (5) minutes before the start of instruction.

4. Snack times will be at designated periods throughout the day, such times to be determined by the teacher.

B. **Staff, curriculum, professional improvement, PTA & open house meetings**

1. The Administration may determine to have as many as eight (8) regularly scheduled full staff meetings to deal with curriculum and programs on a periodic basis. Seven of the eight staff meetings shall be scheduled by September 30th announced in advance; all shall commence after student dismissal time, will extend beyond the regular teacher dismissal time not more than 60 minutes, and will not be scheduled on record days. *(LOA President Release Time agreement 2017-2018, modified 4/12/18). One of these eight full staff meetings must be scheduled either on Institute day or the first day of school during contractual hours.

   It is further agreed that from time to time a small group(s) and/or an

individual teacher/ancillary staff may be requested to meet with the Administration after school hours to accommodate operational procedures.

2. Teachers may be requested to attend monthly district-wide curriculum meetings on a monthly basis after the close of the school day.
3. On any day or occasion that school is dismissed for purposes of professional improvement activities, attendance of teachers at such programs shall be required. Failure to be so involved shall result in loss of pay for the day or days involved for any teacher present for the school day, excepting sick or personal day use.
4. It is agreed by the Association and the Board that good public relations is necessary in all community activities and, therefore, recognize that teacher attendance at PTA meetings shall be of such nature as to adequately reflect the relative value of the parent-teacher relationship.
5. It is further agreed that teachers will be required to attend an annual open-house type meeting, but that attendance at all PTA meetings shall be at the option of the teacher/ancillary staff. Sick leave for not attending the open-house type meeting will result in a two and one half (2.5) hour deduction from the members sick bank.

C. Lunch and preparation period

1. All regular teachers and ancillary staff shall have a duty-free lunch period between the hours of 10:35 a.m. and 1:45 p.m. for a minimum of thirty-five (35) minutes.
2. High school and junior high school teachers/ancillary staff will, in addition to their lunch period, have a preparation period of one class period each day equal in length to all academic periods within the building, with the understanding that the first period of the day may be five (5) minutes longer for the purpose of daily school announcements. Teachers/ancillary staff who substitute during their planning and conference period shall be reimbursed at the extra-hourly rate, but in no event less than the starting substitute rate. Substitute arrangements shall be made by the principal on a rotating basis. Insofar as possible, administrators will not infringe on teachers' planning and conference time.
   Effective in the 2024-2025 academic school year: The District may choose a six or seven-segment day. A teacher in a secondary school shall be assigned five (5) teaching periods, a preparation period equal to a teaching period, and in the remaining segment in a seven-period day, a homeroom or another equal responsibility(ies).
3. The administration may request that a junior high or high school teacher accept an additional class on their planning time. If the teacher accepts, teachers will be paid the prorated equivalent of an additional class period paid at one sixth (.17) of their FTE.
4. If a teacher at the secondary level is assigned more than three preps, the union may request to meet with the administration to discuss ways to alleviate the situation. If it is not practicable to alleviate the situation, then

the teacher may be paid an additional stipend of (.05) of the base salary for that year.

5. The Board agrees to provide a minimum of two hundred seventy-five (275) minutes per week planning and conference time for elementary teachers/ancillary staff for a full, five-day week of instruction, with at least forty (40) minutes of this time being spent on instructional strategies in collaboration with the principal or instructional peers; less than a full five-days of instruction shall be prorated. The time shall be scheduled on full days of instruction (i.e., excluding half days) to include forty (40) minute blocks of time no less than 1 per day. Time will be provided to the extent possible by the utilization of special subject teachers.
6. Teachers/ancillary staff on a fractional contract will receive a corresponding pro-rated portion of the planning and conference time noted above.
7. Teachers/ancillary staff shall not be asked to substitute for absent teachers except: 1) in the case of an emergency, 2) where needed to accommodate professional development for bargaining unit members, provided that the professional development was scheduled and entered at least fourteen (14) days in advance. An emergency shall be defined as a period of time when a teacher is unable to be at his/her teaching station and the administration has attempted and is unable to provide a substitute teacher. Before directing a bargaining unit member to provide coverage, the administration must have completed the following steps:
    a. The building administration will have solicited volunteers;
    b. The building administration will have published the list of all bargaining unit members, as listed by building, with the same preparation period. Bargaining unit members without classrooms may be placed on the list to assist in the balancing where the number of those with the same prep period is low.

    Those teachers/ancillary staff required to substitute shall be paid at the extra hourly rate for each class period. MTSS teachers shall be limited to emergency substitute no more than three (3) times or up to (if three (3) day's) 15 hours per month and thereafter shall be paid the extra hourly rate for each hour.
8. Missed Prep Pay for Required Meetings: Both the Board and the Association recognize the value of value of teacher attendance at student related, curriculum, and/or committee meetings. However, such meetings that occur during the school day should not have an excessive impact on teacher planning time. If a teacher loses more than three (3) planning periods during a month in the school year for IEPs AND 504s, the teacher shall be compensated at the extra hourly rate, excluding special education teachers and ancillary staff.
9. If required by the state for purposes of receiving full state aid under pupil accounting rules, the number of parent contacts required by the state will be documented and turned in via the district's chosen platform. All State-

required information (such as date, and time, etc.) will be recorded by the teacher.

D. The teachers recognize their responsibility to their students and their profession requires the performance of duties that involve the expenditure of time beyond that of the normal working day, including preparation for and supervision of extracurricular student activities and functions. Assignment to such duties or activities shall be only on a voluntary basis.

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

F. **Parent-Teacher Conferences**

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

G. **Teacher In-Service / Professional Development**

1. Teacher/ancillary staff input is desired in planning and conference in-service activities. It is generally understood that program development will recognize objectives of mutual educational concern.
2. For Records Days, elementary teachers/ancillary staff refer to Schedule C, School Calendar. Secondary teachers' Records Day will be at the end of the twentieth week, but subsets of the staff may exercise their individual options to use the time for staff development activities by mutual agreement with the principal. Teachers may work from home during all scheduled records half days.

3. The District shall pay a one-hundred fifty dollar ($150) stipend to bargaining unit members who complete outside of the regular workday required Vector training prior to September 30th. Any other required training, not held during contractual time shall be paid at the Extra Hourly Rate, or SCECH's awarded.

4. The District shall provide a list of the scheduled Professional Development topics for the school year by the first day of school and elective/special subject/ancillary areas may be allowed additional Teacher Choice PD day(s) if the scheduled Professional Development does not relate to the content area and are approved by the Curriculum Office. If HPEA members are creating the PD, they shall be paid the extra hourly rate to prepare (up to 5 hours) and approved by the Director of Curriculum. If there is a new curriculum, the District will endeavor to train on the curriculum during the school year on scheduled PD days.

5. There shall be three (3) teacher choice days for the 2026-27 school year, with the understanding that MLK teacher choice PD will be DEI based provided by the district OR from the approved curriculum list and shall be submitted to the curriculum director by December 1 for approval, so it is aligned with the District DEI plan. There shall be two (2) teacher choice days for the 2027-28 school year, with the understanding that MLK Day will be a building-based PD consistent with the spirit of the holiday. Members shall be notified within 5 days and may submit another request if not approved. The request is considered approved if no response is received within 6 business days. Teacher choice PD days shall be determined in advance and scheduled on the calendar (Schedule C). Teachers must complete the required hours by the scheduled day and must have the PD approved by the Director of Curriculum in advance if not from the approved list. Approved curriculum: HP summer PD or PD offered after school, MEA, Michigan Virtual, Oakland Schools, and Professional organization conferences. All PD must have SCECH's and be logged into Frontline. Members that do not upload evidence of the PD within twenty-four (24) hours of the TCPD date listed shall be docked a day's wages, unless medically unable to complete then they shall be docked a sick day.

H. Additional Days, Ancillary

1. The following ancillary staff members shall work an extended school year as set forth below, unless the District provides written notice to one or members by April 1st that their services to be provided after the end of the regular school year or before the beginning of the next school year shall not be required for good cause, including but not limited to financial considerations. All additional days shall be paid at the daily rate.

a. Counselors: five (5) days prior to the beginning of the school year and an additional five (5) days after the end of the school year.

b. Nurses: five (5) days prior to the beginning of the school year and an additional five (5) days after the end of the school year, unless by mutual agreement such days are needed to be served during a school holiday break

c. Literacy Coaches: five (5) days prior to the beginning of the school year and an additional five (5) days after the end of the school year

d. Teacher Consultants: five (5) days prior to the beginning of the school year and an additional five (5) days after the end of the school year

e. Curriculum Coordinators: ten (10) days prior to the beginning of the school year and an additional ten (10) days after the end of the school year

f. Psychologists: five (5) days prior to the beginning of the school year and an additional five (5) days after the end of the school year

2. With mutual agreement it is understood that Birth to 3-Year-Olds Teachers may work additional days as needed. All such days shall be paid at the daily rate.

I. See Schedule C for exact school calendars.

J. <u>Bargaining unit members at Advantage Alternative Academy (AAA)</u>

The current structure of the day (start & end times, format of school day) is different than other school buildings with Hazel Park schools. In recognition of those differences both the Association and the District shall agree to the following provisions:

1. Provide either an unencumbered and duty-free lunch period of at least thirty-five (35) minutes daily or shall pay the bargaining unit member a rate of $50.00/hour for that period of time for each day it occurs. These periods of time shall be tracked on a District time sheet and turned-in weekly for processing.
2. Bargaining unit members shall receive daily preparation periods that are unencumbered from 7:30 am – 8:00 am and 2:10 pm – 2:30 pm.
3. The current schedule for Parent Teachers Conferences shall continue, to the effect that each trimester there shall be one half day of Parent Teacher Conferences in the evening and there shall be a corresponding reduction of one-half day of service for AAA bargaining unit members for each such half day of evening Parent Teacher Conferences through early dismissals.

ARTICLE 10

TEACHING CONDITIONS

A. The parties recognize that the availability of optimum school facilities for both student and all employees is desirable to ensure the high quality of education that is the goal of both the Association and the Board. They recognize further that facilities should be designed to meet the needs of the educational program.

B. Each school will have the following facilities:

1. An appropriately furnished room for the use of all bargaining unit members.

2. Clean and functional staff restrooms.
   a) Toilets shall be cleaned daily.

b) Sinks shall be cleaned daily.
c) Personal materials shall be provided in the bathroom and checked daily, including paper towels, toilet paper, soap.

3. PUMP/PWFA: The district shall provide reasonable break time and a private place, other than a bathroom, for employees to express breast milk for their nursing child for at least one year after the child's birth. The private space shall be in close proximity to the employee's work area. The aforementioned break time and private place will be provided each time such employee has need to express milk at work.

   The aforementioned private space will include an insulated food container, personal cooler, or refrigerator, an electrical outlet, a flat surface, a locking door from the inside that prevents any viewing from outside the room, if windows are present, there will be a covering that blocks any view, and is generally inaccessible to students.

   The District and the Association encourage bargaining unit members will work to minimize disruption to instructional time by aligning pumping times with lunch, preparation periods and other break times. Should those times be inconsistent with the bargaining unit members needs, which are not usually within the control of bargaining unit members, then a reasonable accommodation may be made to ensure pumping needs are met in compliance with applicable law.

C. Bargaining unit members may have small appliances in grade-level rooms in elementary schools and departmental workspaces in secondary schools, subject to OSHA and Fire Marshall approval/disapproval. The parties agree that no appliance shall utilize an extension cord, but shall plug into the outlet directly.

ARTICLE 11

CLASS SIZE

A. Elementary Philosophy

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

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

1. Whenever any class assignment in an elementary classroom exceeds

thirty (30) pupils, the teacher/ancillary staff shall be paid, at the end of each semester, one of the following amounts:

a. $600 if the regular class size reaches thirty-one (31) during the semester; or

b. $1,000 if the regular class size reaches thirty-two (32) during the semester.

c. In no event shall regular class size exceed thirty-two (32).

d. Ten school days will be allowed at the beginning of the school year on a) and b) above to allow class sizes to stabilize.

2. After 10 school days, if any class at the elementary level exceeds thirty (30) students for less than 120 minutes per day, the administration agrees, after the teacher/ancillary staff submits appropriate documentation, to reimburse the teacher/ancillary staff on a prorated basis. This prorated reimbursement will be determined by dividing the contractual amount ($600 for the thirty-first student and $1,000 for the thirty-second student) by the number of instructional days in the semester. This amount will then be multiplied by the number of days that the class exceeds thirty (30) students. At no time will the amount of reimbursement exceed the contractual limits of $600 for thirty-one (31) students and $1,000 for thirty-two (32) students.

3. Experimental programs affecting class size are entirely voluntary on the part of the teacher/ancillary staff and, unless expressly part of this experiment, are to be defined as regular class size under the provisions of this Agreement.

4. Assignment of students to classes in the elementary schools for the following year shall be done by the principal and teachers/ancillary staff.

5. In enrolling new students in the elementary schools, the District shall take into consideration the desire to have equitable class sizes among all the District's elementary schools.

B. High school and Junior High School class size

1. If any teacher in a class defined in the District as curricular offerings exceeds thirty-three (33) students per class, at the end of the 10th week of the semester, the teacher shall be paid $50 for each student in excess of thirty-three (33). Exceptions for performing and visual arts, and physical education classes in excess of forty (40) students may be acceptable with no additional pay, unless agreed by both the teacher and the administration. There shall be an appeal process made to the principal if any teacher has an excess of thirty-three (33) students but fails to qualify at the end of each 10-week period or semester.

C. Special Education bargaining unit members will receive overage pay when the following overages occur:

Level 1: 20 students; Level 2: 18 students; Level 3: 12 primary and 14 secondary students; Level 4: 8 primary and 10 secondary; class sizes shall not exceed the guiOakland County Special Education Plan as authorized by law.

ARTICLE 12

VACANCIES, TRANSFERS AND ASSIGNMENTS

A. **Vacancies:**

1. A vacancy shall be defined for purposes of this Agreement as a position within the bargaining unit that remains unfilled after all other positions have been filled by District assignments, voluntary and involuntary transfers, job sharing, and/or recalls, where applicable and said vacancy is posted in a manner by the District seeking applicants, including newly created positions, as well as such positions currently filled but anticipated to be open in the future for a period of a semester or more.
2. A Temporary Vacancy is posted for those bargaining unit members who are on an approved leave for less than a full school year.

B. **Notification (Posting) of Vacancies and Application:**

1. Vacancies occurring within the bargaining unit, including newly created positions, shall be set forth on the District's website and provided via e-mail to each bargaining unit employee with a copy of such posting to the Association. Positions as described above shall be posted at least eight (8) school days prior to being filled. Bargaining unit employees may apply for such positions by

submitting an e-mail of interest to the personnel office. Said positions shall be filled in accordance with the procedure outlined in Section C below.

2. Summer Months: During the summer months when regular school is not in session, the Employer will provide via school email, all vacancies as above described. Positions so posted shall remain posted at least eight (8) calendar days prior to being filled until August 15 through September 30, during which time vacancies shall remain posted at least two (2) days before 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:**

The parties understand that career ladder opportunities provide for higher motivated employees and will work in good faith to support career endeavors that meet appropriate qualifications and certifications. After interviews with internal qualified applicants and after external qualified applicants, first consideration will be given to internal applicants, based upon the following. If an external applicant is chosen for a vacancy instead of an internal applicant, the appropriate administrator shall meet with the tenured internal applicant upon request to discuss the reasons why.

For filling vacancies for the following positions, the following procedure will be followed: Literacy Coaches, MTSS, Curriculum Coordinators, Teacher Consultant, Transition Coordinator:

The most qualified certified applicant shall be awarded the position. An external applicant will be hired for these positions only if they are clearly more qualified than internal applicants. “Most Qualified” for internal applicants shall be determined as follows in sequential order:

1. Applicants awarded the position must have been rated as “highly effective” or “effective” on their most recent evaluation, if it exists.
2. Applicants must not have been on and IDP within the past five (5) years, and has had no discipline over the past five (5) years.
3. The teacher’s number of years teaching in the grade level or subject area in Hazel Park Schools. Partial year teaching in a grade level or subject area shall be credited with a fractional percentage of that year taught, rounded to the nearest $1/10^{th}$.
    a. Grade level credit for teaching in grades Pre-K through 5 shall count towards any “elementary vacancy.”
    b. Subject level credit shall be defined as any position relevant to the subject included in the vacancy (e.g.: Math, Science, English, Social Studies, etc.)

c. A teacher who is assigned classes in multiple subject areas for any given year shall be credited with one (1) year of teaching experience in each of those subject areas during each of those years (or fractional credit as outlined above for partial year experience).

4. Relevant specialized training and certified experience.

5. If two (2) or more internal applicants equally meet the above standards, then the internal applicant with the most length of service within the bargaining unit, as defined by their Seniority List ranking, shall be awarded the position.

D. **Transfers**

1. Voluntary Transfer:

A request for a transfer may be made at any time in writing to the Office of Human Resources with a copy to the Association. The request shall specify the school, grade, and subject/position sought. Subject to possessing appropriate certification, a request for voluntary transfer shall be handled in the manner pertaining to the filling of vacancies. The Employer shall acknowledge receipt of the request for transfer within five (5) working days. No bargaining unit employee shall be discriminated or retaliated against because of a request to transfer. Vacancies caused by a voluntary transfer shall be posted unless that vacated position is eliminated.

2. Involuntary Transfers:

An "involuntary transfer" shall be defined as an involuntary change in (1) Building Assignment; (2)_at the elementary level, a change from lower elementary (Pre-k to grade 2) to upper elementary (grade 3 – 5), or vice versa; (3) at the secondary level, a change in the majority of subject matters taught; (4) a change from a non-classroom assignment, such as Librarian, Guidance Counselor, Itinerant personnel, to a classroom assignment, or vice versa.

Involuntary transfers may be implemented only for reasonable cause. Fifteen (15) days' notice of the intention to transfer specifying the reasons for the same and the specific position to be transferred to shall be provide to the affected bargaining unit employee and the Association. Cause for involuntary transfer includes only cases involving the individual's performance, certification, part of a necessary reduction of force in a building, legal compliance, and unresolvable personality conflicts between employees. It is understood and agreed that transfers for unresolvable personality conflicts between employees shall be a last resort after trying to address these issues. If the unresolvable personality

conflicts are between a bargaining unit member and an administrator, the District shall meet with the Association before taking any action with respect to an involuntary transfer. Transfers for reasons of unresolvable personality conflicts shall occur at the beginning of a semester with at least twenty (20) days' notice, unless otherwise agreed.

If the affected bargaining unit member believe that there is a legitimate objection to the involuntary transfer, then the bargaining unit member may file a written complaint with the Superintendent within five (5) days of receipt of notice of the transfer. In such an instance, the parties shall agree upon a retired educator or other third party who shall meet with the parties and make a decision as to whether the involuntary transfer shall be upheld or reversed, whose decision shall be final (applicable fee to be equally split and paid by the parties).

E. **Assignment**:

1. It is the parties' intention that bargaining unit members shall only be assigned in areas in which they are appropriately certified and whenever possible, absent good reason, bargaining unit members shall be retained in their current assignment.
2. All bargaining unit members shall be given written notice of their tentative assignment for the forthcoming school year no later than June 1. Notice shall include building, department and to the extent possible a listing of probable courses (for secondary) to be taught.

F. **Administration and coaching vacancy:**

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

   Whenever any professional vacancy on the Administrative and Supervisory Salary Schedule that is to be filled by an outside applicant shall occur, the District will publicize the same on the District's website. During the months of July and August, written notice of such vacancy will be given to the Association, including a general statement of the qualifications required. No vacancy will be filed within fifteen (15) days from the date of being set forth on the District's website.

2. Any teacher/ancillary staff may apply for such vacancy. In filling such vacancy, the Board agrees to give major consideration to the professional background and attainments of all applicants and the length of time each has been in the Hazel Park School District. Other personal and professional factors will also be considered. The parties recognize that while the Board will continue to adhere to its practice of promotions from

within its own teaching staff/ancillary staff, it may, on occasion, go outside the District to hire personnel of highly specialized or outstanding talents. Notices of openings in coaching positions will be posted a minimum of fifteen (15) days prior to assignment award.

ARTICLE 13

PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS

A. The Board establishes as minimum requirements for initial employment of teachers/ancillary staff the possession of a Bachelor's Degree and Michigan Elementary or Secondary Provisional Certificate or the equivalent. If it is necessary to deviate from this policy, the deviation will be in accord with the Michigan Department of Education regulations.

B. Teachers/Ancillary staff other than newly appointed and substitute teachers will be notified of their tentative programs for the coming school year, including the schools to which they will be assigned, the grades and/or subjects that they will have, prior to the close of the school year.

C. In order to assure that pupils are taught by teachers/ancillary staff working within their area of competence, teachers/ancillary staff will not be assigned, except temporarily and/or for good cause, outside the scope of their teaching certificates and/or their major or minor fields of study.

D. Anyone who chooses to take the MTTC test in order to be considered highly qualified shall be reimbursed for half of the cost after showing documentation that she/he successfully passed the test.

E. Extra Hourly Assignments

1. Teaching positions in an extra hourly assignment will be filled first by qualified teachers/ancillary staff regularly employed in the Hazel Park School System.

2. Teacher/Ancillary staff employment in an extra hourly assignment shall be based on the following factors and ranking of said factors:

    a. Highly qualified status and effectiveness rating

    b. Seniority within the assignment.

    c. If two (2) or more ancillary staff are equal in regard to 'a' & '*b*' above, then seniority within the elementary, junior high and high school levels will prevail.

3. Application by regularly employed teachers/ancillary staff for an extra hourly assignment will be filed with the Superintendent or his/her designee, and such application will be renewed by the teacher/ancillary staff for each subsequent session.

4. Extra hourly rate: $50

5. Extra hourly assignments

a. Extra hourly assignments shall include summer school, funded after school homework programs, training and assignments or programs approved by the Superintendent or designee. The above pay schedule also includes subbing on the preparation period.

b. Teaching programs which require teacher-planned lessons, such as summer school, will include payment for planning time.

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

7. Bargaining unit members in an extra hourly assignment that requires submission of a payment request shall submit such request for payments within thirty (30) calendar days of performing such assignment, with the further understanding that any request for payment must be submitted with the same school year in which the work is completed. Examples include:
   a. Work done in June of a school year must be submitted within two pay periods of the end of June of that same school year.
   b. A request for reimbursement of expenses must be submitted within thirty (30) calendar days of incurring such expense, with the further understanding that any request for reimbursement of an expense must be submitted within the same school year in which the expense was incurred.

   The District shall not be required to pay bargaining unit members who fail to submit timely requests for payment for extra hourly assignments and/or reimbursement of expenses as set forth above. The District shall pay within two pay periods any extra hourly work submitted via timesheets and do so in a manner so that the bargaining unit can identify the basis of the payment.

H. Teacher Tenure Policy

1. Continuing Contracts: All teachers who have obtained tenure and ancillary staff who have been employed in the District for more than four (4) years are given a continuing contract. Upon request, a list of tenured teachers shall be provided to the Union at the end of each school year, with their projected assignment for the following year if known.

2. Probationary Contracts: New teachers/ancillary staff hired into the System shall be considered probationary teachers/ancillary staff as long as required by Michigan law. Ancillary staff shall serve a probationary period of two (2) years. New teachers/ancillary staff who had attained tenure in another Michigan district shall be considered probationary for two years. When teachers/ancillary staff are placed on continuing tenure, they shall be entered on the seniority list as of the date they began their duties as a teacher/ancillary staff. A teacher's/ancillary staff's rating shall not be

affected by his or her sex, race, religion, marital status, sexual orientation, gender identity or dependents. Upon request, a list of probationary teachers shall be provided to the Union at the end of each school year, with their projected assignment for the following year, if known.

3. Mentors for Bargaining Unit Members: A teaching mentor shall be assigned to every probationary teacher/ancillary staff upon entrance of the teacher/ancillary staff into the system for as long a period as required by law. The "teaching mentor" insofar as possible shall be a tenured teacher with a minimum of five (5) years' teaching experience and shall be engaged in teaching with the same building, or teaching discipline as the probationary bargaining unit member. It shall be the duty of the teaching mentor to assist and counsel the bargaining unit members in acclimating to the teaching profession and the school system.

    a. Potential mentor teachers shall not be me made to serve as a mentor teacher. Being a mentor teacher shall be, in all cases, a voluntary service.

    b. Every effort should be made to match the mentor and probationary bargaining unit member in terms of compatibility, personality and teaching philosophy.

    c. It should be made clear to all mentors that remarks made to him/her shall be considered as having been said in confidence. These remarks shall remain confidential, unless the welfare and/or safety of a student and/or school facility are involved.

    d. If the mentor and the probationary bargaining unit member are incompatible, either party should have the right to request a change. Every effort should be made to honor such a request without prejudice to either party.

    e. Mentors may serve as a mentee to newly hired certified staff and shall be paid a stipend of six hundred ($600) per mentee annually during the last payroll of June. It is understood that services are prorated for service less than a full school year.

    f. Bargaining unit members may serve as mentors for Long Term Substitutes (teachers substitute teaching in the same assignment for ninety (90) calendar days with long-term substitute teaching certification) shall be paid an annual stipend of eight hundred ($800) per mentee paid out annually during the last payroll of June. It is understood that services are prorated for service less than a full school year.

g. Bargaining unit members may serve as mentors for teachers in “Welcome Back Proud Michigan Educators” shall be paid an annual stipend of one thousand two hundred dollars ($1,200) per mentee shall be paid annually in the last payroll of June. It is understood that services are prorated for service less than a full school year.

ARTICLE 14

SENIORITY

A. Seniority is defined as the length of *unbroken service* performed as a bargaining unit member in the employ of Hazel Park Schools. *(Unless a teacher*/ancillary staff *retires, resigns, is terminated and does not regain the position, or transfers to a non-bargaining unit position, service is considered unbroken.)*

B. Seniority shall accrue during continuous periods of employment and while on leave as provided for in the following and shall be computed from the teacher's/ancillary staffs' first day of employment which is the first day of work. If the first day is a holiday, said day is the first day of work.

C. In the event that two or more teachers/ancillary staff share the same first day of employment, the following data will be used to break ties:

1. Earliest verified contract signing date.
2. Earliest prior verified employment as a bargaining unit member in Hazel Park.
3. Earliest prior verified employment as a substitute in Hazel Park.

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

D. Administrators shall retain seniority rights only for those years in which they were earned as a teacher/ancillary staff in Hazel Park.

E. Bargaining unit members of the AAA shall retain seniority for those years worked in AAA and the HPEA.

F The Board and the Association shall mutually review seniority and certification lists prepared by the District by November 15th of each year.

ARTICLE 15

LAYOFF AND RECALL / REDUCTION IN FORCE

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

1. If for any reason the Board anticipates a reduction of the bargaining unit, it shall, prior to taking formal action, consult with the Association to receive recommendations regarding priorities and procedures to be followed. 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.
2. In cases requiring a reduction of the bargaining unit work force, the order of reduction shall be as follows, unless the layoff of the bargaining unit member would leave a position unfilled that could not be filled by another actively employed bargaining unit member due to certification and qualifications requirements:

    a. Non-Certified, then
    b. Temporary staff, then
    c. Previously Retired staff, then
    d. Probationary staff, then
    e. Tenured staff with less than an effective rating, then
    f. If layoffs are still necessary, they will proceed according to certification and seniority, in that order. If a position cannot be filled with an identified staff in accordance with certification and seniority, after implementation of steps 1 – 5 above, then staff with the next highest seniority shall be retained. If equally qualified by certification and seniority, then discipline higher than Step 3 in the previous two years may be used.

    For the 2024-2025 school year, Highly Effective and Effective shall be considered equal. Minimally Effective and Developing shall be considered equal. Ineffective and Developing shall be considered equal.

2. In cases of layoff, bargaining unit members so affected shall gain seniority accrual for the first year after layoff. This provision would not apply if the staff should, during this same time period, gain seniority in another teaching bargaining unit. A laid-off Association member shall be considered laid off until he/she is reinstated in the District.
3. The District shall strive to provide bargaining unit members notification of reduction of staff by April 30th. In all cases the District shall give 25 calendar day's notice.
4. 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,

5. Refusal of an offer from the Board of a position for which the laid-off bargaining unit member is certified/licensed, or failure to respond within fourteen (14) days of the receipt of a written offer of a position made by the Board, shall be cause for termination.
6. Notification of a recall shall be in writing with a copy provided to the president of the Association. The notification shall be delivered in person or sent by certified mail to the bargaining unit member's last known address. It shall be the responsibility of each bargaining unit member to notify the Board of any change in address and/or certification status.
7. A laid-off Association member shall be, upon application, considered for priority status on the District substitute teacher list.
8. Laid-off Association members shall be recalled to the first vacancy for which they are certified and highly qualified in reverse order of layoff.

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

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

2. Definitions**:**

   i. 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 Board. 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 Board 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.

3. A teacher refusing an offer of recall within fourteen (14) days of the receipt of a written offer made by the Board to a position for which the teacher is adequately certified and which is equivalent to the one from which they were 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 return to the recall list.

4. Teachers laid off shall have insurance benefits continued and paid by the Board in accordance with the provisions in Article 27 *(Insurance Protection)* until the end of the following month of the notice of layoff. After that, a laid-off teacher may continue their insurance benefits in accordance with the Carrier's layoff/benefit continuation policy, inclusive of paying the subscriber group rate premium for the Consolidated Omnibus Reconciliation Act of 1985 (COBRA).

5. A teacher who is laid off and who is paid unemployment compensation benefits (associated with their regular teaching assignment) during the summer immediately following the layoff and who is subsequently recalled to the teaching position at the beginning of the next school year will be paid according to annual salary rate, such that their unemployment compensation plus that annual salary rate will be equal to the rate of salary he/she/they would have earned for the school year had he/she/they not been laid off, subject to the following conditions:
    ii. The total of unemployment compensation plus salary, earned by employment in the district shall not be below that which the employee would have received had he/she/they been employed the entire school year.
    iii. The salary earned through employment in the district shall not be less than their salary from the same for a similar period during the preceding school year.

ARTICLE 16

STAFF EVALUATION, DEVELOPMENT & ASSESSMENT

A. 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 and in collaboration with their assigned evaluator to improve their effectiveness in the upcoming school year. an evaluation of the teacher's job performance with timely and constructive feedback.
   2. clear approaches to measuring student growth with relevant data on student growth.
   3. multiple rating categories that take into account student growth and assessment data or student learning objective metrics that have been negotiated with the Association.
   4. the use of student growth and assessment data or student learning objective metrics as 20% of the year-end evaluation determination.
      a. The student growth and assessment data or student learning objectives shall consist of measurable, long-term academic goals set for students that utilize available data as determined annually by the individual, or grade-level/department level teachers**;** and, offered by way of example and without limitation, may utilize SLO's, iReady, PSAT, SAT, locally developed assessments, IRLA, state data and performance task; Grade/subject-level SLO's that are already in place and determined by grade-level/department-level teacher decisions and approved by the evaluating administrator or designee.
      b. The teacher, in collaboration with assigned evaluator, shall be allowed to eliminate data attributable to students who have excessive absences from illness or truancy, are partial year transfers into/out of the teacher's classroom, or who have other anomalous circumstances that warrant eliminating that data. In the event that the teacher and assigned evaluator cannot agree, the assigned evaluator shall decide what student data is appropriately excluded.
      c. That data used in this section must be attributable to the teaching responsibilities of the individual teacher. Nothing shall inhibit a bargaining unit member from using current year or multiple year's data points, at their discretion.
      d. The negotiated year-end evaluation form that utilizes other objective criteria shall consist of 80% of the year-end evaluation determination.

B. Process: The negotiated Performance Evaluation items for Charlotte Danielson's Framework for Teaching (2022). The "Post-observation Feedback Form", "Year-End Evaluation Reporting Form", and "Individual Development Plan (IDP) Form" are attached and included in this Agreement in Appendix E: *Evaluations for Staff*.

1. Classroom observations that are intended to assist in the year-end performance evaluation for teachers will be conducted as follows:
    a. In a year a teacher is to be evaluated, it shall be assumed that it is their previous evaluator, and if the assignment of their evaluator is to be changed, it must occur with notice to the teacher by September 30, otherwise the bargaining unit member shall not be evaluated and be deemed effective but shall be evaluated the following year.
    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, teacher's will only be required to submit lesson plans to an administrator for the day(s) they are being observed or as directed. If an administrator directs a teacher to provide lesson plans outside of the year they are being evaluated, the administrator will provide reasons for such request, and provide a reasonable time frame for such productions. It is understood that an administrator shall individualize such a request, and not issue such a directive en masse.
    c. The observation must include a review of pupil engagement in the lesson that is observed.
    d. To ensure 1.b and 1.c above, the observation shall be no less than thirty (30) consecutive minutes for a "Formal Observation" and fifteen (15) consecutive minutes for an "Informal Observation."
    e. There shall be notice of each Formal 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) calendar days after the observation occurred. If there is a need to change this timeline, it may be done so by mutual agreement of the District and the Association, which agreement shall not be unreasonably withheld, provided it does not extend for more than five (5) additional days. At the post-observation meeting, the teacher will be provided written feedback on that observation on the "Post-observation" feedback form. contained in Appendix E.
    g. There shall be two (2) Formal Observations of a non-tenured teacher in each school year the teacher is evaluated, and two (2) Informal Observations that are conducted at least 20 days apart. The first formal observation shall occur no later than November 15 of each school year, which may be extended by mutual agreement. Such agreement shall not be unreasonably withheld, provided it does not extend for more than five (5) additional days. Should the evaluator believe that additional formal observations are needed, the evaluator shall so advise the teacher and the Association President before proceeding.

h. There shall be one (1) Formal Observation of a tenured teacher in each school year the teacher is evaluated, and (2) Informal Observations that are conducted at least 30 days apart. The first observation shall occur no later than December 15 of each school year, which may be extended by mutual agreement. Such agreement shall not be unreasonably withheld, provided it does not extend for more than five (5) additional days.
i. Should a concern arise in an on-cycle year and either the teacher or evaluator requests additional Formal and/or Informal Observations(s), then reasons shall be provided for the request which shall be shared with the teacher or evaluator (as the case may be) and the Association President before proceeding.
j. There shall be no unscheduled Formal Observations.
k. For off-cycle years, it is understood that walk-through may continue.

2. Beginning July 1, 2024, the annual performance evaluation system will assign a year-end rating of “effective”, “developing” or “needing support”.
3. The year-end evaluation determination and form shall be delivered at a meeting with the observing administrator and the teacher no later than April 30 of each 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.
4. Teachers who work less than 60 days in any school year and/or before May 1st when the evaluation is due or who have their evaluation results vacated through the grievance procedure, or are otherwise not evaluated due to extenuating circumstances or other considerations (FMLA, etc.) 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.
5. If a tenured teacher has been rated “highly effective” and “effective” (prior to July 1, 2024) or “effective” (after July 1, 2024) for three (3) consecutive year-end evaluations, they shall be evaluated every third year thereafter, unless serious performance concerns warrant the need for an off-cycle evaluation, in which case the District shall meet with the teacher and the Association President and identify the performance concerns leading to such evaluation. 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. In transitioning to the new evaluation cycle, teachers who have been rated with three (3) “highly effective” ratings will be off cycle in the 24/25 and 25/26 academic school year and will be evaluated in the 26/27 academic school year; teachers who have received two “highly effective” ratings over the past three years will be off cycle in the 24/25 academic school year and will be evaluated in the 25/26 academic school YEAR; all other teachers will be evaluated in the 24/25 academic school year and begin their off-cycle in 25/26 academic school year, as applicable.

6. 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 developed by the evaluator that will be used to assist in improving effectiveness for the next school year developed in consultation with the teacher.
    b. Recommended training, to be identified by the District to assist the teacher in meeting the goals of the IDP; the teacher may also suggest trainings.
    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, including a written improvement plan as provided on the mid-year progress form in Appendix E that includes goals and recommended training identified by the evaluator that is designed to assist the teacher to improve their rating and that is aligned with the existing IDP, as appropriate.
    d. A Mentor teacher that is informed of the conditions and requirements of the IDP in order to assist the mentee in the described performance goals of the IDP.
7. Any non-compliance with the evaluation process as described above shall be subject to the grievance process.
8. 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.

C. Rights of Tenured Teachers:
    1. 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 shall be provided to the teacher within thirty (30) calendar days after receipt of the request, and before making any modifications to the year-end performance evaluation.
        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 stating that the mediation will be scheduled as appropriate.

2. A tenured teacher who receives two (2) consecutive ratings of “needing support” may demand to use the grievance procedure as outlined in Article 19.

D. Training on evaluation system, tools, and reporting forms:
   1. Within the first two (2) weeks by September 30 of each school year, the district shall provide training to teachers on the evaluation system, reporting forms and other important components of the year-end evaluation process and how each reporting form and the evaluation tool is used during the process.
   2. Only certificated administrators shall evaluate bargaining unit members.
   3. 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 and will invite the HPEA Executive Board to participate, provided that such expense is one typically charged for the training and borne by the District once every three years as required by applicable law.
   4. To the extent required by law, such training shall include:
      a. A clear and consistent set of evaluation criteria that all evaluators can use when assessing teacher performance, consistent with the evaluation system and forms included in Appendix E.
      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 negotiated 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. It is understood and agreed that the Association may recommend teachers to provide appropriate feedback.

ARTICLE 17

PERSONNEL FILES

A. All communications including evaluations and observation statements made by Hazel Park administrators, commendations, and complaints directed toward a bargaining unit member which are included in the personnel file shall be called to the bargaining unit member's attention at the time of the inclusion via email and said email shall clearly indicate that a copy is being added to the bargaining unit member's personnel file (copy to Personnel File). Bargaining unit members have the right to prepare an answer to all direct communications, and it shall be attached to the filed copy.

B. Any complaint regarding a bargaining unit member made to the Administration, which is to be enclosed in the bargaining unit member's personnel file, shall be brought to the attention of the bargaining unit member within ten (10) working days of the complaint, or as is able given the circumstances of the complaint. If the complaint is to be added to the bargaining unit member's personnel file, the complainant shall be identified.

C. The Administration is free to ignore any complaint that it chooses because it judges the complaint to lack merit or is too old to merit consideration. Any such complaint shall be shared with the bargaining unit member.

D. If a complainant refuses to identify himself/herself, his/her complaint shall not be enclosed in the bargaining unit member's personnel file.

E. Each bargaining unit member shall have the right, upon reasonable notice, to review the contents of his/her own personnel file maintained at the individual's school or at the central personnel office, except materials deemed confidential by his/her college or university or materials that were used in the initial employment of the bargaining unit member. These references shall be removed in the presence of the bargaining unit member's designated representative prior to the bargaining unit member reviews his/her file. A witness or advisor of the bargaining unit member's choice may, at the bargaining unit member's request, accompany said bargaining unit member in this review. The file review shall be made in the presence of the administrator-in-charge or his/her representative responsible for the safekeeping of the files.

F. All entries into the file which by the nature of their content might be used against the staff, must be presented to the affected bargaining unit member via the email procedures above with an email copy to the Association president.

G. Other examination of a bargaining unit employee's file shall be limited to District's administration and otherwise as required by law, except that an Association

representative may review such files when necessary for contract administration purposes or to provide a bargaining unit employee representation in other administrative or legal proceedings.

H. It is understood that verbal warnings shall not be included in a bargaining unit member's personnel file.

I. All complaints or discipline that is a written warning or references to additional professional development or training as provided under the progressive disciple language that is three (3) years or older shall be expunged from the personnel file at the members request, provided there has not been any new discipline issued and placed in the employees personnel file since such written warning/PD reference to be removed was issued on the same issue and except as limited by any existing laws.

ARTICLE 18

GRIEVANCE PROCEDURE

A. **Definitions and Timelines**

A grievance is a complaint by a bargaining unit Employee, or by the Association on its own behalf, concerning 1) any alleged violation, misinterpretation, or misapplication of this Agreement, including but not limited to any disciplinary action and process related to evaluation.

1. The number of days indicated at each level should be considered as maximum, and every effort should be made to expedite the process. The time limits may be extended by mutual consent.

2. For purposes of this Article, the term "working days" shall be defined to be any day on which student instruction and services are conducted during the regular academic year, and as Monday through Friday when school is not in session during the summer months.

B. **Purpose**

1. The primary purpose of this Procedure is to secure, at the lowest level possible, resolutions of a complaint.

2. These proceedings will be kept confidential to the extent possible. Nothing contained herein will be construed as limiting the right of a teacher or the Association's designee from having a grievance to discuss the matter informally with the Board. The grievance may be modified without the intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement and that the Association has been allowed to be present at such modification.

C. **Procedure**

1. **Level I**: A bargaining unit member or one (1) designated member of a group of bargaining unit members having a complaint may present, or have his/her Association Representative present, a written grievance signed by the grievant, to the supervisor or other appropriate Board representative. Within five (5) workdays, a meeting shall be held with the bargaining unit member and his/her grievance representative. The written Level I disposition will be rendered within ten (10) workdays after this meeting.

2. **Level II**: If the Level I disposition does not settle the complaint, the Association may, within ten (10) workdays after the Level I disposition is rendered, prepare and present to the Superintendent of Schools and/or his/her designee, a Level II grievance signed by the aggrieved and the designee of the Association.

   Within five (5) days following the presentation of the Level II grievance, the Superintendent and/or his/her designee shall schedule a Level II grievance meeting. The Level II disposition will be rendered within the ten (10) workdays after this meeting.

3. **Level III**: If the Level II disposition does not settle the grievance, the Association may, within the ten (10) school days after the Level II disposition is rendered, submit the grievance in writing and signed by the teacher to arbitration at Level III.
   a. Within the five (5) workdays after such written notice of submission to arbitration, the Board and the Association will agree on a mutually acceptable arbitrator and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, then, within the next five (5) workdays, a request for a list of arbitrators will be made to the American Arbitration Association by the party seeking arbitration. The parties will be bound by the rules and procedures of the American Arbitration Association.

   b. The arbitrator so selected will hear the matter promptly and will issue their decision not later than thirty (30) calendar days from the date of the close of the hearing, or, if oral hearings have been waived, then from the date the final statements and proofs are submitted to them. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning, and conclusions on the issue(s) submitted.

GRIEVANCE PROCEDURE AND ARBITRATION TIME LIMITS TABLE

Grievance Level	Presentation	Meeting	Disposition
I Administration	10 days after the occurrence	5 days	10 days

II Superintendent	10 days after Level I Disposition	5 days	10 days
III Arbitration	10 days Level II Disposition	Joint selection of arbitrator – 5 days Demand for arbitration – 5 days	30 calendar days

D. **Powers of the Arbitrator**

It shall be the function of the arbitrator, and he/she shall be empowered, except as his/her powers are limited below, after due investigation of the specific Articles and Sections of this Agreement.

1. He/she shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
2. He/she shall have no power to establish wage rates.
3. He/she shall have no power to rule on the termination of services of or failure to re-employ any probationary Employee, any claim or complaint covered by the Teacher Tenure Act (Act 4, Public Act, Extra Session, 1937, Michigan amended), or any claim or complaint based upon an action taken by the Board and/or their representative which was required of them by law.
4. The arbitrator shall confine his/her opinion to the sole question of whether or not there has been a violation of this Agreement or whether any disciplinary action was unjust or improper. He/she shall give no opinion with respect to any matter left by this Agreement or by law to the discretion of the Board of Education.
5. The fees and expenses of the arbitrator shall be shared equally by the parties.

E. **Time Limits**

Failure at any step of the grievance procedure to communicate the decision on a grievance within the specified time limit shall permit lodging an appeal at the next Step of the procedure within the time which would have been allotted had the decision been given. Failure to file a grievance within the time specified shall bar the grievance. Failure to file an appeal to a decision within the specified time limits shall be deemed an acceptance of the decision and shall bar further appeal. Time limits may be extended in any specific instance by mutual agreement in writing.

F. **Rights to Representation**

Only the parties to this Agreement and/or officially designated agents, as well as individual Grievant (s) and any necessary witnesses, may participate in meetings and/or hearings provided under this Article.

G. **Miscellaneous**

1. If a grievance affects a group of Employees, the Association may process it or withdraw it without prejudice or precedent at the appropriate level.
2. A grievance may be withdrawn at any level without prejudice or precedent.
3. All matters about a grievance shall be filed in a separate file, unless otherwise required by the Bullard-Plawecki Employee Right to Know Act.
4. The parties to this Agreement, and/or their agents, shall be provided with all necessary information to process a grievance as allowed by PERA.
5. Any Employee who has been unjustly discharged shall be reinstated with all lost monetary benefits and all other benefits provided by this Agreement.
6. The Association shall be notified of all grievances filed. The Association may investigate grievances. The investigation of a grievance shall be conducted at such times and in a manner so as not to cause interruption of, or interference with, regular established teacher schedules, or the effective performance of other duties of any teacher.

ARTICLE 19

PAID LEAVES OF ABSENCE

A. **Sick Leave**

1. All teachers/ancillary staff will be granted a total of twelve (12) days absence *(see Article 27 for State Mandated Extended School Year Program Teachers)* each year without loss of salary subject to the following:

   a. The entire twelve (12) days *(see Article 28 for State Mandated Extended School Year Program Teachers)* allowance may be used for personal illness, serious illness in the family, quarantine, religious holidays or tragedy.
   b. Not more than five (5) of the twelve (12) days *(see Article 28 for State Mandated Extended School Year Program Teachers)* may be used for death or family illness, except as specified above in A(1)(a).
   c. Not more than three (3) of the twelve (12) days *(see Article 28 for State Mandated Extended School Year Program Teachers)* may be used for personal business. The application will be submitted through AESOP. Whenever possible, the application for the personal business day should be submitted at least three (3) days PRIOR to the date requested. A personal business day shall be further identified as being a day to be used for pressing personal business that must be taken care of on a school day.

      Personal business days that are taken immediately preceding or immediately following a school holiday are subject to full salary deduction.

   d. In the case of extenuating circumstances, additional personal day(s) and/or unpaid days may be approved on a case-by-case basis by the Superintendent. The award or denial of additional days is at the sole discretion of the Superintendent and are non-grievable.

3. At the end of each year, the unused portion of the twelve (12) days *(see Article 28 for State Mandated Extended School Year Program Teachers)* shall become cumulative and shall be added without limitation to any previous accumulation. Absences for approved reasons shall be with pay within the limits of provisions set forth above.

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

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

The District shall front load sick days/hours at the beginning of each school year. When a bargaining unit member has not worked the entirety of a school year and used sick days/hours that had not yet been earned on a pro-rated basis, the District shall withhold the unearned portion of the sick days/hours that had been used and credited at the beginning of the school year by withholding the unearned amount from the member's final paycheck, according to the following calculation: for every three weeks of work of the academic calendar, 1 day of leave is earned.

B. Adoptive Leave

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

1. Adoptive leave must be used at the time of the adoption on consecutive work days within one school year.

2. The Master Agreement between the Board and the Association allows for the adoptive leave to be paid by using a maximum of twenty (20) personal sick bank days thus enhancing the benefits provided under FMLA. Therefore, no FMLA time will be charged or will run concurrently with the time of the adoptive leave itself.

3. The adoptive leave may be used in conjunction with such unpaid leaves as a family leave, maternity leave or voluntary leave as allowable under the provisions of FMLA.

C. Sabbatical Leave

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

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

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

D. Other Paid Leaves

1. Jury Duty: bargaining unit members serving on jury duty must submit the jury summons to the building principal or supervisor to verify service time.

They will be charged a sick day for every school day that they miss. The sick days will be reimbursed in full when the bargaining unit member submits the jury duty paycheck, indicating service time, to the payroll department. The jury duty paycheck will determine the service time.

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

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

3. Bereavement Leave: There shall be up to three (3) days of annual bereavement leave not to be charged to the employee's General Leave balance. This leave shall be used for the school calendar year for the purpose of bereavement for immediate family.

   Immediate family shall be defined for the purposes of this section as domestic partner; father, mother, mother and father in-law; grandparents; grandchildren; sister, brother, daughter and son in-laws; siblings, spouses and children by birth and/or marriage and/or any person living in the home of the bargaining unit member.

   Bereavement is defined as attendance at or attending to funeral or memorial services. It is understood and agreed that two (2) of the three (3) days of bereavement leave may be used for estate business in cases involving a parent, spouse or child. Upon request by the Superintendent or his/her designee, proof of attendance to a memorial or funeral service may be requested of the bargaining unit member.

   Upon request, the Superintendent may grant an employee additional bereavement leave in the event of special circumstances.

ARTICLE 20

UNPAID LEAVES OF ABSENCE

A. The Board agrees to grant, whenever possible, requests for voluntary non-paid leaves of absence as described in this Master Agreement to Association members who make such requests.

B. **Leave of Absence without Pay**

1. At the discretion of the Board and upon the written request of the teacher/ancillary staff, it shall be the policy of the Board to grant leaves of absence without pay for health, maternity, family, study, voluntary purposes, research, travel, foreign teaching, military service and government volunteer programs or other professional and Association endeavors.

2. Eligibility for any kind of leave of absence, except military service, pregnancy disability, maternity or *FMLA, is conditioned upon satisfactory record of at least two (2) years of continuous employment in the school system.

3. A second leave, or an extension of any type of leave, may be granted by the Board only upon the recommendation of the Superintendent.

4. Teachers/Ancillary staff shall be granted seniority accrual for up to one (1) full year of leave and a guarantee of ancillary staff members right to return to the position vacated. These provisions shall apply only and exclusively to one (1) year leaves of absence. In the event that any leave goes beyond a three (3) year period, a teacher/ancillary staff shall be granted seniority accrual only for the first three (3) years unless otherwise mandated by law.

5. At the expiration of any leave of absence, except *FMLA**,** the teacher/ancillary staff shall be returned according to qualification and the law.

   Commitment to this return is directly contingent on due notice by March 1 of the year preceding intended return.

6. The teacher/ancillary staff shall notify the Superintendent of Schools in writing of intention to return no later than March 1 of the leave year. Failure to provide such notice shall be the equivalent of resignation.

7. All leaves of absence, except *FMLA**,** shall be for a one (1) year period, unless otherwise stipulated. Leaves of absence, when granted, are with the understanding that the teacher/ancillary staff on leave shall not enter into a contract for professional employment as a K-12 educator unless otherwise agreed by both parties during the period for which the leave is granted. Exception to this rule is made only upon special action of the Board in individual cases and only under unusual circumstances. This

position is based upon the premise that teachers/ancillary staff on leave are under continuing contract and cannot be employed under another contract simultaneously.

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

C. Types and Specific Conditions

1. *Health Leave*

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

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

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

2. *Pregnancy Disability Leave*

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

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

3. *Maternity Leave**

a. The Board shall grant a leave of absence for maternity reasons, without pay, to any member of the bargaining unit upon written request for such leave.

b. The maternity leave shall continue in effect at the teacher's/ancillary staff's option until the first or second September after the granting of the leave and such date shall be specified in notice to the Board. It is also the responsibility of the teacher/ancillary staff to notify the Board, in writing, of her intention to return at least two (2) months prior to the date of return. In the event of a termination of pregnancy other than a live birth before the leave begins, it shall be treated as any other illness; and the teacher/ancillary staff will return to work as soon as the physician permits. If the leave has already begun, the teacher/ancillary staff will be returned to the first vacancy for which she is qualified.
c. Pregnant teachers/ancillary staff who do not wish to take a maternity leave of absence will follow the normal sick leave procedure.
d. Under a maternity leave, there is no guarantee of a position upon return to work.
e. Under a maternity leave, there is no insurance continuance. *(*Also see Section 11, FMLA.)*

4. *Family Leave*

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

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

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

5. *Leave for Study, Travel or Research*

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

6. *Military Leave*

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

a. The position vacated is other than temporary.

b. He/she is honorably discharged from the Armed Forces.

c. He/she applies for reemployment within ninety (90) days after discharge or from hospitalization continuing after discharge for a period of one (1) year.

d. He/she is still qualified to perform the duties of the position. All provisions shall be in accordance with state and federal laws governing military leaves of absence.

7. *Foreign Exchange and Peace Corps Leave*

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

8. *Association Leave*

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

9. *Campaign Leave*

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

10. *Voluntary Leaves of Absence*

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

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

a. Teachers/Ancillary staff who have attained ten (10) or more years' experience with the District shall be eligible for a voluntary leave.

b. Seniority shall accrue while teacher/ancillary staff is on leave.

c. Teacher/Ancillary staff will be guaranteed their right to return based on seniority at the expiration of the leave.

d. Requests for voluntary leaves shall be approved at the discretion of the Superintendent of Schools annually on or before March 1 and shall be limited to a total of three (3) such approved leaves per teacher/ancillary staff.

e. The concept and conditions of the voluntary leave policy shall apply with priority at the time of layoffs for ancillary staff and 'effective' and 'highly effective' teachers.**

f. Teachers/Ancillary staff granted voluntary leave shall receive neither salary nor other benefits during the time of the leave.

g. **Reverse layoffs - more senior ancillary staff and teachers with 'effective' ratings may be offered the opportunity to be laid off for a year with guaranteed rights to return according to seniority. Members on reverse layoff shall accrue seniority.

11. *Family Medical Leave Act*

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

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

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

teacher/ancillary staff to be eligible.

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

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

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

ARTICLE 21

MASTER SICK BANK

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

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

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

B. Pay back criteria is four (4) per year, per loan, if borrowed. The bargaining unit member may pay back more days in a given year, if notice is given to the Board Office and the Association's Supervisor of the Sick Bank. Loans are limited to one loan in a calendar year.

C. The Board agrees to implement transfer of days as required by the procedures of the HPEA Sick Bank Committee.

1. If the HPEA notifies the Board that the number of days in the Master Sick Bank has fallen below one hundred (100) days and requests the Board to deduct one (1) sick day from each member of the Association, the Board shall do so and transfer the days to the Master Sick Bank.

2. If an HPEA member has no remaining sick days to transfer, the HPEA may request the day be deducted from the member's sick bank on the first day of the subsequent school year. As an alternative to having a sick day deducted, an HPEA member may pay the equivalent of one day's pay for that member. Payment will be made by check and made payable to the "School District of the City of Hazel Park." Any payment in lieu of days must be transferred by the district to the HPEA. within thirty (30) days.

D. Days will be paid back to the sick bank from the teacher's/ancillary staff's final paycheck when a teacher/ancillary staff terminates his/her employment with the district at the per diem rate based on the contractual salary of the year the days were borrowed.

ARTICLE 22

RETIREMENT/SEVERANCE

A. Resignation

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

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

B. Terminal Leave

Upon retirement or death, a teacher/ancillary staff member or their beneficiary shall be qualified to receive a payoff for their unused cumulative sick days. The term "retirement" shall be defined as the eligibility of a public school employee to retire under the provisions of the Michigan Public School Employees' Retirement Fund Law to actually retire and with a minimum period of ten (10) years employment experience in the Hazel Park School System. Terminal leave payments shall be made within a period of 90 (ninety) days. This language does not prohibit bargaining unit members from retiring and coming back into the employment of the Board consistent with PA 147 of 2023.

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

Accumulated Sick Day Payout Upon Retirement or Death

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

1. Those currently on Step 10 on June 30, 2019 and have a current value less than or equal to $13,000 using the formula in the 2018-2019 Master Agreement (0-120 ½ Daily Rate) will be capped at $13,000.
2. Those currently on Steps less than 10 on June 30, 2019 will be capped at $12,500 using the formula in the 2018-2019 Master Agreement (0-120 ½ Daily Rate).
3. Those hired after June 20, 2019 shall receive $60 a day up to a maximum of $12,500.

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

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

C. <u>Days Owed Upon Retirement</u>

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

D. <u>403(b) Defined Plan</u>

Payments for Terminal Leave payments under Paragraph B of this Article shall be made to a 403(b) OR 457 defined plan in the name of the bargaining unit member.

**** Please see Article 27 F. Regarding Insurance for retirement after June 30th.*

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

ARTICLE 23

PROTECTION OF TEACHERS/ANCILLARY STAFF

A. The Board will continue to accept its responsibility to give support and assistance to teachers/ancillary staff with respect to the maintenance of control and discipline in the school. Such support will be provided by the appropriate administrative personnel and, when necessary, will be provided directly by the Board. Problem students may be temporarily removed from a teacher's classroom by the teacher/ancillary staff and the building principal. Whenever it appears that a particular pupil requires the attention of special counselors, visiting teachers/ancillary staff, social workers, law enforcement personnel, physicians, or other professional persons, the Board will take all necessary steps to relieve the teacher of responsibilities with respect to such pupil.

B. Pupils who, after consultation with appropriate qualified professional people, are determined to be incapable of adjusting to the regular classroom will be removed from such regular classroom.

C. The Board acknowledges that some children require special attention. Therefore, the Board agrees to continue to seek methods of expanding appropriate programs to serve such children.

D. **Case of Alleged Assault and Battery**

1. Any case of alleged assault upon a teacher/ancillary staff, which had its inception in a school-centered problem, will be promptly reported to the Board or its designated representative. If the alleged assault was by a pupil, the assaulting pupil will be immediately suspended for at least the period of time the investigation occurs. If any teacher initiates an appropriate Snap Suspension, the teacher shall be supported by their building principal and central office administration and shall not be retaliated against. The alleged assault will be promptly investigated by the principal or his/her designated representative, who, with the teacher/ancillary staff and Superintendent, shall determine a suitable punishment for the assaulting pupil(s), up to and including involvement of law enforcement. Pursuant to federal and state law, due consideration for special education/504 students may be applicable, and it is understood and agreed that a special education student may engage in physical contact with a bargaining unit member which may not be considered assaultive behavior, but rather a manifestation of the student's disability, and therefore such student behavior shall be addressed through special education procedures.

2. If the assault is by a person who is not a pupil, the Board will promptly report the incident to the proper law enforcement authorities.

3. In either case (pupil or non-pupil), the Board will render assistance to the teacher/ancillary staff in connection with handling of the incident by law enforcement, legal, and medical authorities.

4. Whenever a teacher/ancillary staff is absent from school as a result of personal injury sustained or suffers damages or destruction of clothing or property by assault arising out of and in the course of their employment, they will be reimbursed for all such cost and will be paid their full salary (less the amount of any worker's compensation made to offset loss of salary due to said injury) for the period of such absence and no part of such absence will be charged to his/her annual or accumulated sick leave. The Board may, at its option, request a confirming statement from a medical doctor relative to the duration of such absence from the teaching assignment. As soon as such teacher/ancillary staff is physically able to return to work, he/she shall be restored to his/her previous position or an equivalent position. Salary continuation shall extend, however, throughout the course of the related school year.

6. Assault of District employees is strictly prohibited. Any such incident, such as biting, scratching, punching and other forms of assault by students or others, excluding actions of special education/child-find students as noted above, will be documented through an incident report and reported to the appropriate authorities.

7. As the parties agree that administrative support and backing is essential to the maintenance of the staff member's authority and effectiveness in his/her classroom or other place of assignment, the District shall support teachers and take appropriate action to address teacher's safety concerns, including but not limited to student class assignment and referral to law enforcement.

   In all cases wherein a student physically strikes a teacher, including a special education/504 student, the administration shall ensure the teacher receives appropriate treatment related to the same, which may include first aid and/or a visit to the clinic.

E. Worker's Compensation

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

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

F. During the term of this Agreement, the Board will provide liability insurance protection for teachers/ancillary staff in the amount of one million dollars ($1,000,000). Cases involving corporal punishment are, however, specifically excluded from this coverage.

G. Any complaints directed toward a teacher/ancillary staff shall be promptly called to the attention of the teacher/ancillary staff.

H. Teachers/Ancillary staff shall be expected to exercise reasonable care with respect to the safety of pupils and property, but shall not be individually liable, except in the case of gross negligence or gross neglect of duty, for any damage or loss to person or property.

ARTICLE 24

SHARED TEACHING

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

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

1. Requests for consideration of fractional or shared assignments may be initiated by the Administration, currently employed or laid-off teachers/ancillary staff. Teachers/Ancillary staff interested in shared or fractional assignments should initiate their requests in writing by June 30.

2. The Administration has full and final discretion as to whether to provide such assignments. Failure to grant or initiate such requests shall not be cause for grievance.

3. Scheduling such assignments may encompass partial days, weeks, or years (semester basis) or combination thereof.

4. Teachers/Ancillary staff in such assignments will accrue a full year's seniority and salary increment.

5. The following factors will be prorated according to the percentage of salary (high school, 5-period work day; junior high, 6-period work day; elementary, half-pay per day) received for the fractional assignments. Leave days (per existing Master Agreement guidelines on usage):

   - Planning time - to the degree possible
   - Deduction of sick days used
   - Fringe benefits - (If a shared teaching assignment effectuates the recall of laid-off teacher/ancillary staff to a shared teaching position or prevents the layoff of a teacher/ancillary staff, then both shared teachers/ancillary staff shall receive full fringes.)
   - Attendance at staff meetings

6. Attendance at staff meetings may be required if the meetings immediately precede or follow assigned duty time.

7. Teachers/Ancillary staff not attending are responsible for finding out the content of the meeting.

8. Should a shared-time teacher/ancillary staff, who is teaching less than a

full-day each day, be absent more than the number of days granted under paragraph (5) above, the deduction from that teacher's/ancillary staff's sick leave bank which was accumulated through previous work shall be prorated based upon the same proportion as that used for salary determination.

9. Semester pay schedule -- Teachers/Ancillary staff teaching first semester only may have their salary paid the first semester of the school year. Salary would not begin for those teachers/ancillary staff teaching the second semester until active employment begins. Then second semester teachers/ancillary staff will have their pay spread for the balance of the second semester.

10. Teachers/Ancillary staff who participate in the shared-time program shall retain all rights, benefits, and responsibilities of the Master Agreement except as modified by this Article.

11. In order for shared-time teaching assignments to occur, two (2) teachers/ancillary staff will have to voluntarily participate, or one (1) teacher/ancillary staff may teach part-time with permission of the Superintendent or his/her agent.

12. A shared-time teaching assignment shall in no way waive any rights to a full-time job, benefits or salary at a future time. It is understood that a shared-time or part-time ancillary staff wishing to return to full-time status shall be allowed to do so by the fall of any new school year according to seniority. Shared-time assignments shall be made for no more than one (1) year at a time. Any deviation shall have the approval of the Superintendent of Schools and be in accord with the other terms and conditions of the Master Agreement.

B. Shared teachers/ancillary staff and other part-time teachers/ancillary staff shall have the option of fringe benefits according to the following plan:

1. Plan B insurance coverage of MESSA PAK, fully Board paid (refer to Article 27) and also including a cash payment at the fractional equivalent of his/her teaching contract (e.g., three-fifths [3/5] contract teacher would be eligible for 3/5 T.S.A. or cash payment).

   OR

2. Plan A of MESSA PAK (refer to Article 27), prorated payment by the Board at the fractional equivalent of his/her teaching contract, subject to premium caps (e.g., three-fifths [3/5] contract teacher would be eligible for 3/5 payment of monthly premium by the Board with the teacher/ancillary staff liable for remainder of the monthly premium after payment of the amounts over the premium caps).

ARTICLE 25

NEGOTIATIONS PROCEDURE

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

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

B. Not later than May 1 of the calendar year in which this Agreement expires, the Board agrees to negotiate with the Association over a successor Agreement in accordance with the procedure set forth herein in a good faith effort to reach agreement concerning teachers'/ancillary staffs' salaries and all other conditions of their employment. Such negotiations will include, but not be limited to, the subjects covered by this Agreement and any other matters within the jurisdiction of Public Act 379. Any agreement so negotiated will apply to all teachers/ancillary staff in the bargaining unit and will be reduced to writing and signed by the Board and the Association.

C. During negotiations, the Board and the Association will present relevant data, exchange points of view and make proposals and counter proposals. As of the time such information is made available to the Board, the Board will make available to the Association materials relating to budgetary proposals and all pertinent records of the Hazel Park School system at the written request of the Association. Such requests shall specify the records desired. Official records will be made available at the offices of the Board and will not be removed from the Board's offices. Either party may, if it so desires, utilize the services of consultants to assist in the negotiations.

D. If the negotiations described in this Section A have reached an impasse, the procedure described in Act 379 of the Michigan Public Acts of 1965 will be followed.

E. The Association recognizes that strikes (as defined by Section 1 of Public Act 336 of 1947, as amended by Public Act 379, State of Michigan) by teachers are contrary to law and public policy. The Board and the Association subscribe to the principle, to the degree possible, that differences shall be resolved by appropriate and peaceful means.

F. In any negotiations between the Association and the Board, neither party shall have any control over selection of the negotiating representatives of the other party. Each party may select its representatives from within or outside the District. It is understood that no final agreement between the parties may be executed without ratification by a majority vote of the Board and by a majority vote of the membership of the Association; but the parties mutually pledge that representatives selected by each shall be clothed with all the necessary powers and authority to make proposals, consider proposals, and make concessions in the course of negotiations, subject only to such ultimate ratification.

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

ARTICLE 26

INSURANCE

A. Notwithstanding the provisions of this Article, the terms of any contract or policy issued by an insurance company shall be controlling as to all matters concerning benefits, eligibility, and termination of coverage, and other required matters. Disputes between beneficiaries of teachers/ancillary staff and any insurance company shall not be subject to the grievance procedure established herein.

B. The District shall provide medical insurance coverage based on the State of Michigan hard cap with additional C.O.L.A. assigned each year to the hard cap.

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

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

The district offers bargained PPO, HSA and low deductible medical plans as provided through MESSA for bargaining unit members to choose from. These plans will also include corresponding prescription coverage. These plan options may change from plan-year to plan-year and will be listed in Appendix F and on the District Human Resources page at: www.hazelparkschools.org

District HSA Contribution:

Health Savings Account: If a bargaining unit member is enrolled in an HSA-qualified health plan, the District will contribute to the bargaining unit member's Health Savings Account (HSA), the following rates:

- Single $500
- 2-Person $1,000
- Family $1,000

Ancillary Benefits:
Eligible employees shall receive dental and vision insurance in accordance with the plans offered by the District.

The current benefit schedule provides Delta Dental coverage with a $2,000 annual maximum and MESSA Vision Preferred coverage. Specific benefit levels shall be subject to bargaining and governed by the applicable insurance plan documents.

The District shall provide eligible employees with group term life insurance in accordance with the applicable benefit schedule. The current medical-plan options provide $50,000 in employee life insurance, along with $2,000 in

dependent life insurance for a spouse and dependent(s). Coverage amounts and eligibility shall be bargained and governed by the applicable insurance plan documents.

Eligible employees shall receive long-term disability insurance providing a benefit of 70% of salary, subject to a maximum monthly benefit of $7,000 and a 120-day waiting period, in accordance with the terms and conditions of the applicable insurance plan.

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

$3,600 cash-in-lieu paid monthly in 24 equal installments (if applicable)

Ancillary Benefits:
Eligible employees shall receive dental and vision insurance in accordance with the plans offered by the District.

The current benefit schedule provides Delta Dental coverage with a $2,000 annual maximum and MESSA Vision Preferred coverage. Specific benefit levels shall be subject to bargaining and governed by the applicable insurance plan documents.

The District shall provide eligible employees with group term life insurance in accordance with the applicable benefit schedule. The current medical-plan options provide $50,000 in employee life insurance, along with $2,000 in dependent life insurance for a spouse and dependent(s). Coverage amounts and eligibility shall be bargained and governed by the applicable insurance plan documents.

Eligible employees shall receive long-term disability insurance providing a benefit of 70% of salary, subject to a maximum monthly benefit of $7,000 and a 120-day waiting period, in accordance with the terms and conditions of the applicable insurance plan.

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

C. If a teacher/ancillary staff already has coverage equal to or better than MESSA Choices II PPO PAK Plan A coverage from any other source, he/she shall only be entitled to MESSA PAK Plan B coverage.

D. Teachers/Ancillary staff not needing health coverage and choosing the Plan B coverage as outlined above will receive $3,600. This will be considered cash-in-lieu of health care.

E. Bargaining unit members receiving health insurance subsidized by or paid fully by

the Board through a spouse who is a bargaining unit member shall only be eligible for Plan B. Bargaining unit members receiving Plan B benefits pursuant to this paragraph shall not be entitled to the cash in lieu of health care payment.

F. The Board shall make payment of insurance premiums for non-retiring employees who complete their contractual obligation to assure insurance coverage for a full 12-month (i.e., for the months of July and August following the end of the school year even though the non-retiring employees may not work during those months). However, this benefit is only for those teachers/ancillary staff members who do not otherwise retire under MPSERS during the months of June, July, August, September or last work day of October will be responsible for paying the cost of their insurance for the months of July and August). The Board will be responsible for providing insurance Information regarding MPSERS insurance in the form of applications and enrollment meetings.

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

G. If the coverage currently provided by the MESSA PAK as described in *Article 27, Paragraph B*, changes over the duration of this Agreement, the Board will provide coverage equal to that of the MESSA PAK described in *Article 27, Paragraph B*, through the MESSA PAK, a self-funded insurance plan, or a plan mutually agreeable to both the Board and the Association.

H. Dependents shall be covered for the entire calendar insurance year upon reaching 26 years of age. They shall continue coverage beyond their 26th birthday to complete the calendar year; for vision and dental, coverage will end at age 25.

ARTICLE 27

STATE MANDATED EXTENDED YEAR PROGRAMS

A. The calendar for these extended school year programs will be subject to the provisions of P.A. 451 of 1976 and the Revised Administrative Rules for Special Education of July 1, 1987, and all amendments and adjustments as passed by the legislative and/or State Board of Education as collectively bargained between the parties.

B. Teachers/Ancillary staff working this Special Education extended-year program shall receive salary adjustment including increments and schedule improvements on the first day of work of the next school year.

C. Teachers/Ancillary staff in the extended-year program shall earn a total of thirteen (13) sick days per contractual year beginning in July.

D. Compensation for the extended days shall be the daily rate of pay times the actual number of additional days scheduled. For example, 180 days plus 20 days for the extended school year program).

E. Teachers/Ancillary staff working in the extended-year program shall have their pay equally distributed over the extended school year. Teachers/Ancillary staff working in the extended school year program shall be paid at their daily rate on a per day basis for a total of twenty (20) days.

F. The teachers/ancillary staff affected by this article (Extended Year Programs) may choose to shorten their extended working year by up to 10 unpaid days per school year provided that:

1. The days they choose not to work occur on days that the rest of the District is not in session.
2. Not more than one teacher/ancillary staff may be absent from the program at a time.
3. A special education certified substitute teacher is available.

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

ARTICLE 28

DURATION OF AGREEMENT

This Agreement entered into by and between the Board and the Association shall be effective as of August 14, 2026, and shall continue in full force and effect until August 13, 2028. On or before May 1, 2028, either side may give notice to the other of its desire to terminate, amend or modify this Agreement.

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

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

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

IN WITNESS WHEREOF, the said parties have caused to be executed by their duly authorized officers as of the day and year first above written.

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

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

Date: 9/28/2024

School District of the City of Hazel Park

Beverly Hinton, Board President

Griff Mills, Interim Superintendent

Hazel Park Education Association

Monica Gregory, President

Alicia Becker, Vice President

_____, Negotiator

Melissa Lutzka, Negotiator

Christopher Pratt, MEA Executive Director

The School District of the City of Hazel Park
Salary Schedule A
NON-CENTER PROGRAMS

26/27 Teacher Salary Schedule								
	No Degree	B.A.	B.A. +18	M.A.	M.A. +15	M.A. +30	M.A. +45	DR.
5	45,115	$ 49,411	$ 52,097	$ 56,393	$ 57,467	$ 58,542	$ 60,153	$ 61,227
6	46,469	$ 50,893	$ 53,660	$ 58,085	$ 59,192	$ 60,298	$ 61,957	$ 63,064
7	47,863	$ 52,420	$ 55,270	$ 59,828	$ 60,968	$ 62,108	$ 63,816	$ 64,956
8	49,299	$ 53,993	$ 56,929	$ 61,623	$ 62,796	$ 63,971	$ 65,730	$ 66,905
9	50,778	$ 55,613	$ 58,637	$ 63,472	$ 64,681	$ 65,889	$ 67,703	$ 68,912
10	52,302	$ 57,281	$ 60,396	$ 65,376	$ 66,620	$ 67,866	$ 69,734	$ 70,979
11	53,871	$ 58,999	$ 62,208	$ 67,337	$ 68,619	$ 69,902	$ 71,826	$ 73,109
12	55,487	$ 60,769	$ 64,074	$ 69,357	$ 70,678	$ 71,999	$ 73,980	$ 75,302
13	57,152	$ 62,593	$ 65,996	$ 71,438	$ 72,798	$ 74,159	$ 76,200	$ 77,561
14	58,866	$ 64,471	$ 67,975	$ 73,581	$ 74,982	$ 76,383	$ 78,486	$ 79,887
15	60,632	$ 66,405	$ 70,014	$ 75,789	$ 77,231	$ 78,674	$ 80,841	$ 82,284
16	62,450	$ 68,397	$ 72,115	$ 78,063	$ 79,548	$ 81,034	$ 83,266	$ 84,752
17	64,323	$ 70,450	$ 74,279	$ 80,405	$ 81,935	$ 83,465	$ 85,764	$ 87,295
18	66,253	$ 72,563	$ 76,508	$ 82,816	$ 84,393	$ 85,969	$ 88,337	$ 89,914
19	68,240	$ 74,740	$ 78,803	$ 85,301	$ 86,925	$ 88,548	$ 90,986	$ 92,611
20	70,288	$ 76,982	$ 81,167	$ 87,860	$ 89,533	$ 91,205	$ 93,716	$ 95,390
21	72,397	$ 79,292	$ 83,602	$ 90,495	$ 92,220	$ 93,941	$ 96,528	$ 98,251
22	74,569	$ 81,671	$ 86,110	$ 93,210	$ 94,986	$ 96,759	$ 99,424	$ 101,199

27/28 Teacher Salary Schedule								
	No Degree	B.A.	B.A. +18	M.A.	M.A. +15	M.A. +30	M.A. +45	DR.
6	48,444	$ 53,056	$ 55,941	$ 60,554	$ 61,708	$ 62,861	$ 64,590	$ 65,744
7	49,897	$ 54,648	$ 57,619	$ 62,371	$ 63,559	$ 64,748	$ 66,528	$ 67,717
8	51,394	$ 56,288	$ 59,348	$ 64,242	$ 65,465	$ 66,690	$ 68,524	$ 69,748
9	52,936	$ 57,977	$ 61,129	$ 66,170	$ 67,430	$ 68,689	$ 70,580	$ 71,841
10	54,525	$ 59,715	$ 62,963	$ 68,154	$ 69,451	$ 70,750	$ 72,698	$ 73,996
11	56,161	$ 61,506	$ 64,852	$ 70,199	$ 71,535	$ 72,873	$ 74,879	$ 76,216
12	57,845	$ 63,352	$ 66,797	$ 72,305	$ 73,682	$ 75,059	$ 77,124	$ 78,502
13	59,581	$ 65,253	$ 68,801	$ 74,474	$ 75,892	$ 77,311	$ 79,439	$ 80,857
14	61,368	$ 67,211	$ 70,864	$ 76,708	$ 78,169	$ 79,629	$ 81,822	$ 83,282
15	63,209	$ 69,227	$ 72,990	$ 79,010	$ 80,513	$ 82,018	$ 84,277	$ 85,781
16	65,104	$ 71,304	$ 75,180	$ 81,381	$ 82,929	$ 84,478	$ 86,805	$ 88,354
17	67,057	$ 73,444	$ 77,436	$ 83,822	$ 85,417	$ 87,012	$ 89,409	$ 91,005
18	69,069	$ 75,647	$ 79,760	$ 86,336	$ 87,980	$ 89,623	$ 92,091	$ 93,735
19	71,140	$ 77,916	$ 82,152	$ 88,926	$ 90,619	$ 92,311	$ 94,853	$ 96,547
20	73,275	$ 80,254	$ 84,617	$ 91,594	$ 93,338	$ 95,081	$ 97,699	$ 99,444
21	75,474	$ 82,662	$ 87,155	$ 94,341	$ 96,139	$ 97,933	$ 100,630	$ 102,427
22	77,738	$ 85,142	$ 89,770	$ 97,171	$ 99,023	$ 100,871	$ 103,650	$ 105,500
23	81,042	$ 88,761	$ 93,585	$ 101,301	$ 103,231	$ 105,158	$ 108,055	$ 109,984

The School District of the City of Hazel Park
Salary Schedule A
CENTER PROGRAMS
(not paid from District General Funds)

26/27 Center Program Salary Schedule								
	No Degree	B.A.	B.A. +18	M.A.	M.A. +15	M.A. +30	M.A. +45	DR.
5	46,920	$ 51,387	$ 54,181	$ 58,649	$ 59,766	$ 60,884	$ 62,559	$ 63,676
6	48,328	$ 52,929	$ 55,806	$ 60,408	$ 61,560	$ 62,710	$ 64,435	$ 65,587
7	49,778	$ 54,517	$ 57,481	$ 62,221	$ 63,407	$ 64,592	$ 66,369	$ 67,554
8	51,271	$ 56,153	$ 59,206	$ 64,088	$ 65,308	$ 66,530	$ 68,359	$ 69,581
9	52,809	$ 57,838	$ 60,982	$ 66,011	$ 67,268	$ 68,525	$ 70,411	$ 71,668
10	54,394	$ 59,572	$ 62,812	$ 67,991	$ 69,285	$ 70,581	$ 72,523	$ 73,818
11	56,026	$ 61,359	$ 64,696	$ 70,030	$ 71,364	$ 72,698	$ 74,699	$ 76,033
12	57,706	$ 63,200	$ 66,637	$ 72,131	$ 73,505	$ 74,879	$ 76,939	$ 78,314
13	59,438	$ 65,097	$ 68,636	$ 74,296	$ 75,710	$ 77,125	$ 79,248	$ 80,663
14	61,221	$ 67,050	$ 70,694	$ 76,524	$ 77,981	$ 79,438	$ 81,625	$ 83,082
15	63,057	$ 69,061	$ 72,815	$ 78,821	$ 80,320	$ 81,821	$ 84,075	$ 85,575
16	64,948	$ 71,133	$ 75,000	$ 81,186	$ 82,730	$ 84,275	$ 86,597	$ 88,142
17	66,896	$ 73,268	$ 77,250	$ 83,621	$ 85,212	$ 86,804	$ 89,195	$ 90,787
18	68,903	$ 75,466	$ 79,568	$ 86,129	$ 87,769	$ 89,408	$ 91,870	$ 93,511
19	70,970	$ 77,730	$ 81,955	$ 88,713	$ 90,402	$ 92,090	$ 94,625	$ 96,315
20	73,100	$ 80,061	$ 84,414	$ 91,374	$ 93,114	$ 94,853	$ 97,465	$ 99,206
21	75,293	$ 82,464	$ 86,946	$ 94,115	$ 95,909	$ 97,699	$ 100,389	$ 102,181
22	77,552	$ 84,938	$ 89,554	$ 96,938	$ 98,785	$ 100,629	$ 103,401	$ 105,247

27/28 Center Program Salary Schedule								
	No Degree	B.A.	B.A. +18	M.A.	M.A. +15	M.A. +30	M.A. +45	DR.
6	50,382	$ 55,178	$ 58,179	$ 62,976	$ 64,176	$ 65,375	$ 67,174	$ 68,374
7	51,893	$ 56,834	$ 59,924	$ 64,866	$ 66,101	$ 67,338	$ 69,189	$ 70,426
8	53,450	$ 58,540	$ 61,722	$ 66,812	$ 68,084	$ 69,358	$ 71,265	$ 72,538
9	55,053	$ 60,296	$ 63,574	$ 68,817	$ 70,127	$ 71,437	$ 73,403	$ 74,715
10	56,706	$ 62,104	$ 65,482	$ 70,880	$ 72,229	$ 73,580	$ 75,606	$ 76,956
11	58,407	$ 63,966	$ 67,446	$ 73,007	$ 74,396	$ 75,788	$ 77,874	$ 79,265
12	60,159	$ 65,886	$ 69,469	$ 75,197	$ 76,629	$ 78,061	$ 80,209	$ 81,642
13	61,964	$ 67,863	$ 71,553	$ 77,453	$ 78,928	$ 80,403	$ 82,617	$ 84,091
14	63,823	$ 69,899	$ 73,699	$ 79,776	$ 81,296	$ 82,814	$ 85,095	$ 86,613
15	65,737	$ 71,996	$ 75,910	$ 82,170	$ 83,734	$ 85,299	$ 87,648	$ 89,212
16	67,708	$ 74,156	$ 78,187	$ 84,636	$ 86,246	$ 87,857	$ 90,277	$ 91,888
17	69,739	$ 76,382	$ 80,533	$ 87,175	$ 88,834	$ 90,492	$ 92,985	$ 94,645
18	71,832	$ 78,673	$ 82,950	$ 89,789	$ 91,499	$ 93,208	$ 95,775	$ 97,484
19	73,986	$ 81,033	$ 85,438	$ 92,483	$ 94,244	$ 96,003	$ 98,647	$ 100,409
20	76,206	$ 83,464	$ 88,002	$ 95,258	$ 97,072	$ 98,884	$ 101,607	$ 103,422
21	78,493	$ 85,968	$ 90,641	$ 98,115	$ 99,985	$ 101,850	$ 104,655	$ 106,524
22	80,848	$ 88,548	$ 93,361	$ 101,058	$ 102,984	$ 104,906	$ 107,796	$ 109,720
23	84,284	$ 92,311	$ 97,329	$ 105,353	$ 107,361	$ 109,364	$ 112,377	$ 114,383

School District of the City of Hazel Park

Schedule B

Supplemental Pay

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

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

Coaching Salary Schedule

*YEARS EXP.	COACHING POSITION CATEGORY				
	1	2	3	4	5
YEARS 1 - 3	$2000	$2550	$3600	$4500	$ 5500
YEARS 4 - 6	$2700	$3250	$4350	$5500	$ 6500
7 YEARS & UP	$3400	$4100	$5400	$6400	$ 7500

*Years of experience would be based on coaching experience in general and not teaching years of experience. Coaching experience outside of the Hazel Park School District will be considered.

Coaching positions reflect regularly scheduled practice sessions after school and competitions for the entire season.

The following table explains what is included in a coaches regular season duties or an extension that is eligible for the additional compensation of $100 for each level achieved.

Sport	Districts	Regionals	State Finals
Football	Extension	Extension	Extension
Soccer	Included	Extension	Extension
Swimming	N/A	Included	Extension
Volleyball	Included	Extension	Extension
Cross Country	Included	Extension	Extension
Tennis	Included	Extension	Extension
Golf	N/a	Included	Extension
Cheerleading	Included	Extension	Extension

Basketball	Included	Extension	Extension
Wrestling	Included	Extension	Extension
Bowling	N/A	Included	Extension
Baseball	Included	Extension	Extension
Softball	Included	Extension	Extension
Track	n/a	Included	Extension

If the season is extended into districts, regionals or state finals, as per the table above, then additional compensation of $100 will be awarded for each level of the extended season.

If the season is extended and earns the following titles, the compensation will instead be as follows: League Title $500, District title $500 bonus, Regional Title $1000 bonus, State Title $1500 bonus.

If the season is shortened due to unforeseeable circumstances a prorated amount will be given, based on the percentage completed and shall be no lower than 25% of the stipend amount.

All Schedule B coaching positions will have an annual evaluation. Positions will be posted annually.

Senior High Coaches

Fall Season

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

Winter Season

Head Basketball	5
JV Basketball	4
Freshman Basketball	3
Head Wrestling	5
Assistant Wrestling	4

Junior High Coaches

Fall Season

Football	2
Basketball	1
Cross Country	1

Winter Season I

Basketball	1
Volleyball	1
Cheerleading	1

Winter Season II

Swimming	1
Wrestling	1

Spring Season

Baseball	1
Softball	1
Track	1

Head Swimming	4
Head Cheerleading	4
JV Cheerleading	3
Head Bowling	3
Powerlifting	3

Spring Season

Head Baseball	4
JV Baseball	3
Head Softball	4
JV Softball	3
Head Soccer	4
JV Soccer	3
Head Track	4
Assistant Track	3
Head Tennis	3
Head Golf	3
Boys Volleyball	4
JV Boys Volleyball	3
Freshman Boys Volleyball	3

Non- Coaching

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

If an HPEA member retires, and that member has held a non-coaching position within the district, that position must be posted immediately (seven school calendar days). If the qualifications of candidates are deemed equal between an HPEA member and non-member, the position will be awarded to the HPEA member. All Schedule B non-coaching positions will have an annual evaluation. Positions will be posted annually.

Non-Coaching Salary Schedule

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

Senior High Band Director	$5,250
Junior High Band Director	$3,150
Drama Director	$7,500
Senior High Vocal Director	$1,800 (or $3,700 with musical/competitions)
Junior High Vocal Director	$1,800
Student Council Advisor	$2,225

Student Council Advisor Jr. High (1)	$1,650 (or $550 per grade)
NHS Advisor	$1,650
Senior Class Advisor	$2500
Junior Class Advisor	$1500
Sophomore Class Advisor	$480
Freshman Class Advisor	$480
Elementary Safety Patrol	$1,050
Elementary Service Squad	$1,050
Elementary Vocal (per school)	$530
STEAM HS/JHS	$1,580 per semester (per club)
STEAM Elementary	$800 per semester (per club)
HS Newspaper (when not held as a course)	$1,650
JHS Yearbook	$790
Yearbook Elementary	$790
BLT High School	$1000 each (8 or divided equally)
BLT Junior High	$1000 each (6 or divided equally)
BLT Elementary School	$1000 each (6 or divided equally)
PBIS / Restorative Team HS, JH, Elem.	$1000 (8 each of divided equally)
Jardon Camp (entire trip)	$240 + Friday off after camp
5th grade Camp coordinator (all 3 schools)	$320
5th grade Camp food coordinator	$320
5th grade Camp (entire trip)	$250 + Friday off after camp
School Store	$500
CTE Leads (3):	$1,100
New Club's	$250 per semester
Art Shows	$400
DECA	$1500
Peer to Peer	$1000
Elementary Bus Arrival and/or Dismissal	$500
Drama Coach	$4000
Assistant Drama Coach	$4000
Unified Sports Facilitator (all year)	$2000
Unified Sports Coach	$200 per sport
Testing Coordinator Elem	$500
Testing Coordinator JH/Adv/Edison	$1000
Testing Coordinator HS (2)	$1500

Use of Personal Vehicle

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

Schedule B Non-Coaching

Stipends are for work outside of the Schedule C work days and hours.

Senior Band Director: Practice sessions before or after school, competitions and performances and instrument maintenance and inventory.
Junior High Band Director: Marching Band practice sessions before or after school, competitions, performances after school and instrument maintenance and inventory.
Drama Director: Directs Fall play and spring musical, practice sessions and performances and heads other Drama Club activities.
Drama Coach: Assists with Fall play and spring musical, practice sessions and performances.
Assistant Drama Coach: Support year-round with Drama Coach for interns, performances and other support activities.
Drama Vocal Coach: Provides vocal coaching for district drama productions
Senior High Vocal Director: Full stipend if includes musical and competitions otherwise for performances after school
Junior High Vocal Director: For performances after school.
School Bus Support: Support the elementary principal and students in the transition from the bus to the building in the morning.
Board of Directors: Meetings before school and planning of, Homecoming, spirit activities and Freshman orientation (spring).
Student Council Advisor Junior High: Meetings before or after school and planning of spirit activities
NHS advisor: Meetings and volunteer activities before or after school
Senior Class Advisor regular: Meetings and activities before or after school**,** required: senior banquet, and car parade and assist principal with class day and graduation
Junior Class Advisor: Meetings and spirit activities before or after school**,** required: prom
Sophomore Class Advisor: Meetings and spirit activities before or after school
Freshman Class Advisor: Meetings and spirit activities before or after school
Elementary Safety Patrol: Coordinates safeties before and after school
Elementary Service Squad: Coordinates students to help teachers before or after school
Elementary Vocal: Two performances after school for their assigned building
DECA: Leads and coordinates the district's DECA program, mentoring students in business, marketing, leadership, and entrepreneurship while preparing them for competitive events and career opportunities.
STEAM HS/JHS: Competitions and events after school/Robotics
STEAM Elementary: Sponsors after school STEAM club/First Robotics
HS Newspaper (when not held as a course): Before or after school meetings to create 3 newspapers per year
JHS Yearbook: Creates a yearbook.
Yearbook Elementary: Creates a yearbook.
BN High School: Bi-weekly meetings before / after school regarding building specific issues
BN Junior High School: Bi-weekly meetings before / after school regarding building specific issues.
BN Elementary School: Bi-weekly meetings before / after school regarding building specific issues.
Mentor to new hires (or new subject/grade): Meet 10 hours per semester not during the school day.
Peer to Peer: Leads and coordinates the district's Peer-to-Peer program.
Jardon Camp (entire trip): Staying and working camp.
5th grade Camp coordinator (all 3 schools): Coordinates camp for all 3 elementary schools.

5th grade Camp food coordinator: Purchases food and plans meals for all 3 elementary schools.
5th grade Camp (entire trip): Staying and working camp.
School store (where applicable): Work performed for stocking and operating the store before or after school hours.
CTE Leads (3) K-5, 6-8, 9-12 : Helps facilitate the CTE plan for the district, including Career Day.
Art Shows: Any art teacher who has at least a yearly art show and participated in keeping the Dr. Webb Art Hall.
Unified Sports Coordinator: Provide guidance to Unified Sport Coaches, and assist with scheduling events.
Unified Sports Coach: Coach Unified sports team per season.
Testing Coordinator: Leading testing initiatives at different levels and buildings throughout the District (i-Ready/M-Step/PSAT, ACT, etc.)
New Clubs: Through approval of the principal and HR Director, new clubs will be considered and current clubs not sponsored may also be included. Clubs must be at least a semester in length to qualify for pay.

The parties agree to establish a committee to establish a minimum number of student participants to maintain a particular sport/program. Such committee will have equal representation from both the District and Union and begin meeting no later than October 1, 2026.

Schedule C

School Calendar 2026-2027

HAZEL PARK SCHOOLS

Today's Learners, Tomorrow's Leaders

Amy Wilcox, Ed.D.
Superintendent

Ford Administration
1620 E. Elza, Hazel Park, MI 48030 | 248-658-5200 | F: 248-544-5223
www.hazelparkschools.org

August

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

September

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

October

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

November

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

December

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

January

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

February

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

March

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

April

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

May

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

June

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

July

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

District Calendar
Elementary: 8:10 a.m. - 3:10 p.m. Half Days: 8:10 a.m. - 11:20 a.m.
Junior High: 7:55 a.m. - 2:55 p.m. Half Days: 7:55 a.m. - 11:05 a.m.
High School: 7:40 a.m. - 2:40 p.m. Half Days: 7:40 a.m. - 10:50 a.m.
Adantage: 8:00 a.m. - 2:10 p.m. Half Days 8:00 a.m. - 11:15 a.m.
Edison/Jardon 8:00 a.m. - 2:30 p.m. Half Days: 8:00 a.m. - 11:00 a.m.
08/24 - 08/25/2026 Monday - Tuesday Institute Days
08/26/2026 Wednesday Half Day PM - First Day of School
09/04 - 09/07/2026 Friday No School - Labor Day Break
09/08/2026 Tuesday Classes Resume
09/25/2026 Friday Half Day AM - **Advantage**
10/02/2026 Friday Half Day AM - **Elem/JH/HS/Edison/Jardon**
10/05/2026 Monday No School - Institute Day
10/08/2026 **Advantage** Thursday Conferences PM 2:30-5:00PM
10/15/2026 **High Sch** Thursday Half Day AM - Conferences 12:30PM - 3PM & 4:30PM - 7:00PM
10/22/2026 **Elem/Edison** Thursday Half Day AM - Conferences 12:30PM - 3PM & 5:00PM -7:30PM
10/22/2026 **Jardon** Thursday Half Day AM - Conferences 1:00PM - 3PM & 4:00PM -6:00PM
10/30/2026 Friday Half Day AM District wide - Records PM End of 1st Marking period
11/03/2026 Tuesday No School **District wide** - Institute Day
11/12/2026 **Jr. High**Thursday Half Day AM - Conferences 12:30PM - 3PM & 4:30PM - 7:00PM
11/25/2026 Wednesday No School **District wide** - Institute Day (Teacher Choice)
11/26 - 11/27/2026 No School **District wide** - Thanksgiving Break
11/30/2026 Monday Classes Resume - **End of 1st Trimester Advantage**
12/18/2026 Friday Half Day AM **District wide** - Holiday Break begins PM
12/21/2026 - 01/01/2027 **District wide** Holiday Recess
01/04/2027 Monday Classes Resume
01/15/2027 Friday Half Day **District wide** Records PM Records PM End of 2nd Marking period
01/18/2027 Monday No School **District wide** - Institute Day (Teacher Choice)
01/19/2027 Tuesday Classes Resume
01/21/2027 **Advantage** Thursday Conferences PM 2:30-5:00PM
02/12/2027 Friday Half Day AM **District wide** - Winter Break begins PM
02/15 - 02/19/2027 **District wide** Winter Break
02/22/2027 Monday Classes Resume
03/05/2027 **End of 2nd Trimester Advantage**
03/11/2027 **High School** Thursday Half Day AM Conferences 12:30PM - 3:00PM & 4:30PM - 7:00PM
03/18/2027 **Elem/Edison** Thursday Half Day AM Conferences 12:30PM - 3:00PM & 5:00PM - 7:30PM
03/25/2027 **Jr. High/Adv** Thursday Half Day AM - Records PM Records PM End of 3rd Marking period
03/26/2027 Friday No School **District wide** - Institute Day (Teacher Choice)
03/29 - 04/02/2027 **District wide** Spring Break
04/16/2027 **Advantage** Half Day AM
04/22/2027 **Advantage** Conferences PM 2:30 - 5:00PM
04/23/2027 **Advantage** Half Day AM
05/28/2027 Friday Half Day AM **District wide** - Holiday Break begins PM
05/31/2027 Monday No School **District wide** - Memorial Day
06/01/2027 Tuesday Classes Resume
06/04/2027 Friday Half Day AM **District wide** Last Day of School

No School PD/Institute Day Half Day

School Calendar 2027-2028
[INSERT CALENDAR]

APPENDIX E

Evaluation Forms

Teacher Summative Assessment (80/20)



Summary of Observation Ratings

Domain 1 Score Report

Rubric	Progress	Score	Max	Criteria	Avg	Last Completed

Domain 1 Sc

Domain 2 Score Report

Rubric	Progress	Score	Max	Criteria	Avg	Last Completed

Domain 2 Sc

Domain 3 Score Report

Rubric	Progress	Score	Max	Criteria	Avg	Last Completed

Domain 3 Sc

Domain 4 Score Report

Rubric	Progress	Score	Max	Criteria	Avg	Last Completed

Domain 4 Sc

Domain 1: Planning and Preparation

Domain 1 Artifacts						
Name ▲	Type	Category	Rubric Alignment	Criteria Alignment	Date Uploaded	

Statements					
Statement	Type	Category	Rubric Alignment	Criteria Alignment	Date Uploaded

FfT 2022 Domain 1				
Criteria	**Ineffective**	**Minimally Effective**	**Effective**	**Highly Effective**
1a: Applying Knowledge of Content and Pedagogy	The teacher lacks sufficient knowledge of content and pedagogy to support student learning of the content.	The teacher's understanding of content and pedagogy partially supports student learning of the content.	The teacher's understanding of content and pedagogy supports student learning of the content.	The teacher's understanding of content and pedagogy fosters deeper learning, student agency, and intellectual dispositions such as curiosity, reasoning, and reflection.
	Enter Evidence			
1b: Knowing and Valuing Students	The teacher lacks sufficient knowledge of students to support student learning or development.	The teacher's knowledge of students' identities, as well as their strengths and needs partially supports learning and development.	The teacher's knowledge of students supports learning and development, and enables the teacher to build upon student assets.	The teacher's knowledge of students is extensive and fosters student learning and development to support academic and personal success.
	Enter Evidence			
1c: Setting Instructional Outcomes	Instructional outcomes are not relevant or meaningful or do not reflect important learning.	Instructional outcomes are somewhat relevant and partially reflect important learning and development.	Instructional outcomes are mostly relevant and reflect important learning and development.	Instructional outcomes consistently reflect important, meaningful, and relevant learning that requires critical thinking.
	Enter Evidence			
1d: Using Resources Effectively	The teacher is not aware of, or does not appropriately or effectively use instructional materials and other resources to support student learning and development.	The teacher understands and uses instructional materials and other resources to support student learning and development, but these resources represent only a narrow band of what is available.	The teacher's knowledge of instructional materials and other resources leads to discerning choices to support learning and development.	The teacher makes deliberate decisions in the use of instructional materials and other resources to meet individual student needs and support student autonomy and intellectual engagement.
	Enter Evidence			

1e: Planning Coherent Instruction	The design of learning experiences does not support student engagement with important content.	Learning experiences are somewhat coherent in structure, within and across lessons, partially supporting students to meet the intended outcomes.	Learning experiences are challenging and engaging; they are designed to meet the needs of students in the class.	Learning experiences prioritize the needs of individual students, ensure all students can meet the intended outcomes, and support student assumption of responsibility for learning.
	Enter Evidence			
1f: Designing and Analyzing Assessments	There is no plan for assessment or the assessments will not provide evidence that students have learned the intended outcomes.	Assessments will partially help the teacher determine whether students have learned or are learning the intended outcomes.	Assessments are planned throughout the instructional process and provide timely and valuable information to teachers and feedback to students.	Students will have the opportunity to demonstrate mastery of content and analyze their own progress through multiple, flexible assessments.
	Enter Evidence			
Rubric Score: 0/0				

Domain 2: Learning Environments

Name	Type	Category	Rubric Alignment	Criteria Alignment	Date Uploaded

FfT 2022 Domain 2				
Criteria	**Ineffective**	**Minimally Effective**	**Effective**	**Highly Effective**
2a: Cultivating Respectful and Affirming Environments	Students do not feel safe and valued; learning environments are characterized by negativity, disrespect, inappropriateness, insensitivity, and/or unresolved conflict.	Learning environments are partially characterized by caring and respectful interactions.	Learning environments are characterized by positive developmental relationships that are intentionally nurtured and celebrated.	Students play an active role in creating learning environments characterized by a sense of community, where each member feels safe, valued, and connected.
	Enter Evidence			
2b: Fostering a Culture for Learning	The culture of the class is not conducive to learning and does not support development.	The culture of the class is somewhat conducive to learning and development.	The culture of the class is characterized by high expectations and supports students' learning and development.	Students play an active role in establishing a culture that consistently fosters dialogue, reflection, and growth, allowing all students to experience success.
	Enter Evidence			

2c: Maintaining Purposeful Environments	Student learning and development are hindered by a lack of routines or inefficient classroom procedures.	Classroom routines and procedures, established or managed primarily by the teacher, support opportunities for student learning and development.	Shared routines and efficient procedures are largely student-directed and maximize opportunities for student learning and development.	Students have a voice and play an active role in designing and adjusting routines and procedures that actively create a respectful learning environment and support the growth of each community member.
	Enter Evidence			
2d: Supporting Positive Student Behavior	There is little evidence of explicit modeling, instruction, or guidance related to positive student behavior.	Positive behavior is modeled by the teacher and occasionally taught explicitly.	Students display positive behaviors, which are modeled by teachers and reinforced to promote reflection and recalibration rather than compliance.	Students consistently and independently display positive behaviors and seek opportunities to build a better classroom community.
	Enter Evidence			
2e: Organizing Spaces for Learning	Learning spaces are unsafe, inaccessible, and/or not conducive to learning and development.	Learning spaces are safe and accessible; the arrangement and use of resources partially supports student learning and development.	Learning spaces are thoughtfully designed to address the needs of individual learners within the context of shared experiences.	Learning spaces are thoughtfully co-designed and modified as needed by members of the learning community to address the needs of individuals and create collaborative, joyful spaces for all to learn and grow.
	Enter Evidence			
Rubric Score: 0/0				

Domain 3: Learning Experiences

Domain 3 Artifacts

Name	Type	Category	Rubric Alignment	Criteria Alignment	Date Uploaded

FfT 2022 Domain 3

Criteria	Ineffective	Minimally Effective	Effective	Highly Effective
3a: Communicating About Purpose and Content	Communication about purpose and content is unclear or confusing and hinders student learning.	Communication about purpose and content is mostly clear and accurate; it partially supports learning.	Communication about purpose and content is accurate and clear to students; it supports their active engagement in learning experiences and models effective use of language.	Communication about purpose and content is rich, nuanced, and relevant to students inviting them to think critically and contribute intellectually; it encourages curiosity and supports student autonomy.
	Enter Evidence			
3b: Using Questioning and Discussion Techniques	Questioning and discussion are absent or do not support learning and development.	Questioning and discussion, primarily framed and led by the teacher, are used to support student learning and development.	Questioning and discussion, framed or led by the teacher and students, effectively support critical thinking, reasoning, and reflection.	Students intentionally use questioning and discussion to develop their own and others' thinking, reasoning skills, and habits of reflection.

	Enter Evidence			
3c: Engaging Students in Learning	Learning experiences do not require active intellectual engagement by students.	Learning experiences partially engage students intellectually; the activities require students to do some thinking.	Learning experiences support curiosity and exploration and encourage higher-order thinking; students engage in multiple ways and represent their ideas and responses through multiple means.	Students take initiative to increase the challenge or complexity of learning experiences and make suggestions for modifications that increase meaning and relevance.
	Enter Evidence			
3d: Using Assessment For Learning	Formative assessment is not used during instruction or is not aligned to the instructional purpose of the lesson.	Formative assessment partially supports student learning and development.	The teacher and students use formative assessments to elicit evidence of understanding, analyze progress, and provide constructive feedback.	Students take initiative to analyze their own progress against a clear standard in order to achieve the outcome and identify new opportunities and challenges.
	Enter Evidence			
3e: Responding Flexibly to Student Needs	The teacher makes no adjustments to learning experiences, even when warranted, and is not responsive to student needs.	The teacher makes some adjustments to learning experiences and is responsive to student needs with partial success.	The teacher's adjustments and responsiveness lead to deeper understanding for students and/or new learning experiences.	Based on self-monitoring and reflection, students voice their needs, ask questions, and make suggestions that lead to adjustments and modifications or spark new learning opportunities.
	Enter Evidence			
Rubric Score: 0/0				

Domain 4: Principled Teaching

Domain 4 Artifacts

Name	Type	Category	Rubric Alignment	Criteria Alignment	Date Uploaded

FfT 2022 Domain 4

Criteria	Ineffective	Minimally Effective	Effective	Highly Effective

4a: Engaging in Reflective Practice	The teacher does not appear to engage in reflective practice, does not know whether students achieved the outcomes, or misjudges the success of instruction.	The teacher's reflective practice leads to some accurate assessment of student success of instruction but does not follow through with analysis and changes to practice.	The teacher's reflective practice, based on consideration of evidence of student learning and development, leads to an accurate assessment of the success of instruction and results in specific changes and adjustments.	The teacher consistently engages in reflective practice that leads to a thorough and accurate assessment of the success of instruction, exploration of new ideas and approaches, and ongoing changes to practices and mindsets focused on supporting students who need it most.
	Enter Evidence			
4b: Documenting Student Progress	There is no system for documenting student progress, the system is ineffective and inefficient, or it does not provide relevant information to students and those who support them.	The teacher documents some aspects of student progress in a manner that is accessible to students and those who support them.	The teacher documents and celebrates student progress toward mastery, focusing on the attainment of learning and developmental goals; students and those who support them engage in reflection on their progress.	Students monitor progress toward mastery and their own attainment of learning and development goals; they analyze and discuss their progress with the teacher and those who support them.
	Enter Evidence			

4c: Engaging Families and Communities	The teacher does not engage students' families or the community, engages them infrequently, or does so disrespectfully.	The teacher makes some efforts to engage families and communities and does so in a respectful manner.	The teacher engages students' families and communities in a respectful and culturally responsive manner, making information readily available and inviting participation in the intellectual life of the classroom.	The teacher's frequent and ongoing engagement of families and communities demonstrates a clear value for the role they play in student learning and is focused on forging partnerships that further the academic and personal success of each and every student.
	Enter Evidence			
4d: Contributing to School Community and Culture	The teacher is not an active member of the school community or contributes negatively to the culture of learning and values of the school.	The teacher makes modest contributions to the school culture, supporting professional learning and upholding the values of the school.	The teacher takes initiative in contributing to and leading events, programs, or activities that further the culture of learning in the school and bring the values of the school to life through modeling and positive action.	The teacher takes a leadership role in defining, modeling, and holding self and peers accountable to the values and intellectual life of the school, leading with an emphasis on meeting the needs of students and families.
	Enter Evidence			
4e: Growing and Developing Professionally	The teacher does not engage in professional inquiry or learning focused on developing knowledge, skills, and mindsets, or does so reluctantly.	The teacher engages in professional inquiry and learning focused on developing knowledge, skills, and mindsets individually and with colleagues that is often determined or directed by others.	The teacher directs their own professional inquiry and learning in collaboration with colleagues and demonstrates curiosity and energy for professional conversations and growth focused on developing knowledge, skills, and mindsets.	The teacher appropriately exercises autonomy to direct professional learning for themselves and their colleagues, taking a leadership role in the school, setting direction, and supporting colleagues to engage in inquiry and innovation.
	Enter Evidence			
4f: Acting in Service of Students	The teacher acts unethically and does not understand the needs of students or make decisions in their best interest.	The teacher acts ethically and attempts to make deliberate decisions in the best interest of students, families, and colleagues.	The teacher models high standards of ethical practice and wise decision making on behalf of students, families, and colleagues.	The teacher is a leader in the school in defining and upholding high standards of ethical practice and modeling wise decision-making that honors the inherent worth and dignity of each and every student and prioritizes their needs.
	Enter Evidence			
Rubric Score: 0/0				

Summative Score Report

Rubric	Progress	Score	Max	Criteria	Avg	Last Completed

Summative Score:

Student Growth (20%)

Student Growth Instructions:

- 4 = Highly Effective: Surpass student growth goal
- 3 = Effective: Met student growth goal
- 2 = Minimally Effective: Within 25% of student growth goal
- 1 = Ineffective: Less than 50% success on student growth goal; If student growth is Ineffective, overall summative score will be Ineffective

Once a rating is determined, the teacher's summative rating will be the average of the two scores (student growth and professional growth)

Student Growth Score:

Summative Rating

Rating

Needing Support

Score

0

Domains 1-4 (0/3.2)

Student Growth (0/0.8)

Final Summative Rating

- **Effective** 2.5 - 4
- **Developing** 1.51 - 2.49
- **Needing Support** 0 - 1.50

Teacher's Signature:

Date:

Evaluator Signature:

Date:

Teacher Post-Observation Reflection

Name:

Date of Observation:

Position:

Date of Post-Observation Conversation

What Went Well

Challenges/Concerns

Next Steps If I were to teach this lesson again, what changes would I make?

Mid-Year Progress Report (MYPR)

Teacher:

Assignment/Grade:

Building:

Date of MYRP Meeting

Specific goals, including any training, identified as necessary by the evaluator **(Goals will be based in part on student achievement data and aligned with IDP (for teachers in their first year) or SPDP (for teachers receiving a Minimally Effective or Ineffective Rating)(should be completed by first part of January):**

Goals 1:

Goals 2:

Training/Support Needed 1:

Training/Support Needed 2:

Progress made toward goals:

Further progress/improvements necessary:

Teacher Signature:

Date:

Evaluator Signature:

Date:

APPENDIX F

Benefits Details