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AGREEMENT

This Agreement has been entered into this 11th day of March, 2013, by and between the Board of Education of the Hamilton Community Schools, hereinafter called the "Board" and the Hamilton Education Association, MEA-NEA, hereinafter called the "Association." The initial term of the contract will be for the term beginning on March 11, 2013 and continue in effect through August 30, 2014.

WITNESSETH

WHEREAS the Board has a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with the Association as to 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,

IT IS HEREBY AGREED as follows:

ARTICLE I RECOGNITION

- A. Pursuant to Act 379, Public Acts of 1965, as amended, the district hereby recognizes the Association as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, hours, and other terms and conditions of employment for the entire term of the agreement for all certified classroom teachers, including teacher certified principals in teaching position, teacher certified school librarians, specialists, counselors and Secondary Dean of Students but excluding substitute teachers, non-certified teachers, librarians, teachers aides, the superintendent, principals, assistant principals, athletic director and other supervisory, administrative and executive personnel; the administrative duties of the director of guidance and the teaching principals and all others whether they possess a valid teaching certificate or not. Also excluded are all teachers and other staff of adult and community/recreation education programs of which the district is an operator or a participant.
- B. The Board agrees to negotiate with no other teachers' organization than the Association with respect to members in the bargaining unit for the duration of this agreement.
- C. The Board recognizes that the proper negotiation and administration of this Agreement entails expense by the Association, including the Michigan Education Association and the National Education Association, which is appropriately shared by all who are beneficiaries of this Agreement. To this end, all persons defined as members in section A of this article shall deliver to the Board an authorization for:
 1. Deduction of membership dues and assessments of the Association (including the National and Michigan Education Associations), or
 2. Deduction of a service fee to be paid to the Association equivalent to the Association cost of collective bargaining, contract administration and grievance adjustment. The local Association is required to determine this amount to the administration in time for proper deductions.
 3. The Association shall indemnify and save the school employer and school corporation harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken or not taken by the school employer or school corporation in reliance upon signed authorization cards or lists furnished to the school employer or school corporation by the Association for the purpose of payroll deduction of dues.

4. Part-time members shall join the United Profession (HEA, MEA, NEA) at the full rate or at the rate established by MEA, HEA or pay a prorated service fee referred to C. 2. This provision of this Agreement shall be binding to all members.

ARTICLE II BOARD AND ADMINISTRATION RIGHTS

- A. In order to carry out its responsibility for the development and operation of educational programs providing the best possible educational opportunity for the Hamilton Community School District consistent with community resources, the Board retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in the Board by law including by way of illustration, and not by way of limitation, the following:
 1. The supervision, direction and control of the management and administration of the school system, its properties and facilities.
 2. The right to hire all employees subject to the provision of the law and to determine their qualifications.
 3. The right to establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students as deemed necessary or advisable by the Board.
 4. The selection of textbooks and teaching materials, and various teaching aids.
 5. The right to determine class schedules, class size, the hours of instruction and assignment of teachers with respect thereto. Included is the right to establish programs of independent study.
- B. The school district shall be entitled to reschedule any hours of student contact time mandated by the State which are lost in the event school is closed for reasons which do not allow such hours of student contact time to be counted as hours of student instruction. Rescheduling of lost hours of student contact time shall only occur at the elementary, middle, or high school building level or all levels when the number of hours falls below the minimum hours of student contact time required by State law. Rescheduling of lost hours of student contact time shall not exceed the minimum hours of student contact time required by State law. Rescheduling will not add more than an additional 30 minutes to the student day. The rescheduling of such hours of student contact time shall not entitle employees to additional compensation. It is also agreed that:
 1. Association members shall continue to receive pay during closed days.
 2. Notification of the closing and necessary rescheduling shall be given as soon as possible.
 3. Rescheduled hours of student contact time shall not be beyond June 30.
- C. The exercise of the foregoing powers, rights, duties and responsibilities by the Board and the adoption of policies, rules, regulations and practices in the furtherance thereof, shall be the exclusive prerogative of the Board except as otherwise limited by express provision of this Agreement.

ARTICLE III MEMBER RIGHTS

- A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every member of the system shall have the right to freely organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiation. As a duly elected body exercising governmental power under the laws of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage, deprive or coerce any member in the enjoyment

of any rights conferred by Act 379 or other laws of Michigan or the Constitutions of the State of Michigan and the United States. The Board will not discriminate against any member with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association, his participation in any activities in the Association, or collective professional negotiations with the Board.

- B. The Association and its members shall have the right to use school building facilities when available and according to school board policy. Bulletin boards specifically reserved for members shall be made available to the Association and its members.
- C. The Board agrees to furnish to the executive officer of the Association or his/her designate, upon written request, all information which is available to the public and concerns the financial resources of the district, tentative budgetary requirements and allocations, and such other information which the Board has available.

The Board agrees to furnish within five (5) school days of the written request information to which the Association is legally entitled. This request shall be made by the executive officer or his/her designee.

- D. A member engaged in any grievance with a representative of the Board during the school day, on behalf of either the individual member or the Association, shall be released from regular duties without loss of salary.
- E. Any member engaged in negotiations or arbitration, which will involve the member during the school day, will be released from regular duties without loss of pay. Cost of substitutes for the released member shall be borne by the Association. Any member called to testify on behalf of the Board shall have the substitute's fee reimbursed by the Board.
- F. The Board shall provide all members a thirty (30) minute duty-free uninterrupted lunch period each day. Mutual agreement between the administration and the members in a particular building may allow for a difference in the length of this time period.
- G. The Board shall make available in each school with eight (8) or more classrooms adequate lunch rooms, rest rooms, and lavatory facilities exclusively for staff use and at least one (1) room, appropriately furnished, which shall be reserved for use as a faculty lounge.
- H. The Board and the Association mutually recognize the need for proper planning time periods for all teachers to adequately prepare quality lessons and develop strategies that implement prescribed curriculum at all levels. To ensure this critical work, all teachers will be afforded daily planning time in the following manner:
 - 1. All elementary teachers, grades Y5-5, will have a minimum of 250 minutes of planning time each week in blocks of no less than 25 minutes and at least one planning time per day. Elementary teachers may have one 15 minute planning period per day, provided that planning time is attached to a duty free lunch period or recess.
 - a. Deviations from the minimum number of minutes in this section will be compensated at one sixth (1/6th) the full daily substitute rate for each 30 minute reduction in planning time.
 - b. Specialist teachers, who are teaching more than 1500 minutes per week and have less than one 30 minute planning period per day, four days of the week, will be eligible for compensation under 1a above.

2. All full time Young Fives/Kindergarten teachers will have a minimum of 250 minutes of planning time each week, in blocks of no less than 30 minutes, and at least one planning time per day, four days of the week. Young Fives/Kindergarten teachers will continue to monitor their students during “Young Fives/Kindergarten only” recesses.
 3. All middle school teachers will have equal planning time periods. Planning periods would be each day and no less than the length of a normal class period.
 4. All high school teachers will have equal planning time periods. Planning periods would be each day and no less than the length of a normal class period.
 5. It is strongly suggested that all middle school teachers will spend a minimum of 30 minutes per week and all high school teachers will spend a minimum of 45 minutes per week to plan for, implement and/or support collaboration between teachers of different classes and/or disciplines. While the use of planning time (as allotted by sections 3 & 4 above) is encouraged, it is understood by the Board that the complexity of scheduling may require teachers to use alternative times and methods to achieve the goals of the clause. Work occurring during times other than scheduled classroom planning time will equally satisfy this requirement.
- I. When a member, upon the request of an administrator, substitutes on an hourly basis for another member, he/she shall be paid the hourly rate of one third (1/3) the full daily substitute rate.
 - J. When an elementary specialist is absent and a substitute cannot be obtained, classroom teachers will continue their regular class responsibilities. In such event, the classroom teacher will be compensated at the dollar amount found in Section H. prorated for the amount of time worked. When a class is scheduled to be with a specialist and an assembly or other similar activity is scheduled during the specialist's time, the specialist shall be responsible for the class during the specialist's regularly scheduled time. If the assembly continues before or after this time, the classroom teacher will be responsible for the class before and/or after the specialist's scheduled time.
 - K. If an administrator has knowledge that an individual has made a threat to the safety and/or well being of one of his/her employees, the employee's family or the employee's property, it is the administration's responsibility, upon gaining knowledge of said threat, to inform the employee as soon as possible, but not later than 48 hours. During periods of extended breaks such as Christmas, spring, or summer breaks the employee shall be notified as soon as feasible.
 - L. A case of assault upon a teacher, arising out of the performance of the teacher's professional responsibilities at school or school sponsored functions, shall, at the request of the teacher, be promptly reported by the administration to the proper law enforcement authorities. Release time will be provided for the teacher for the time needed for the handling of the incident by law enforcement or judicial authorities. Such time shall not be deducted from sick leave or other leave days.
 - M. The Association wishes to have in existence an established policy to address complaints of parents concerning school employees. Both sides of an issue should be investigated before any complaint is brought to the attention of the School Board. For this reason, the following steps will be followed when dealing with a parent complaint regarding a member's performance of their contracted duties. It is mutually agreed that if the complaint would involve legal action this plan would move immediately to Step 4, with proper notice given to the member as soon as possible.

Step 1 The member shall be made aware of all complaints brought to the attention of Administration. The Administration, upon listening to the parent concerns, but without attempting to plan a resolution, will advise the parent to contact the member to try to resolve the

issue. The member will be advised of the complaint within three (3) school days that a complaint was heard.

Step 2 If the parent has not already initiated the contact, the Administration may advise the member to attempt to resolve the issue with the parent directly. The member will advise the Administration of any contact.

Step 3 If either the parent or the member is not satisfied with the process or result of Step 2, the building administrator will arrange a conference with the member and the individual parent(s) in an attempt to resolve the complaint. The student involved may be requested to be present.

Step 4 If the complaint is not resolved with Step 3, the matter will be referred to the Superintendent.

Step 5 If the complaint is not resolved with Step 4, the matter will be referred to the Board.

ARTICLE IV SCHOOL CALENDAR

- A. The school calendars for the years covered by this Agreement are specified in Appendix G. One additional school year, beyond the length of the contract, will be negotiated. It may be altered by either party in the next regular negotiating period or with a mutually agreed to Letter of Understanding.
- B. Deviations from the agreed upon calendar, due to unforeseen circumstances, will be resolved by mutual agreement of the Association and the Board.
- C. Ending dates may be extended to allow for make up of required hours of student contact time.
- D. If by March 1, when a contract has not yet been settled and/or a calendar has not been agreed to for the upcoming school year, the Board and the Association, or their representatives, will meet to mutually develop a calendar to be completed no later than June 1 of the current school year.
 - 1. By February 1 the Board will submit to the Association a proposed calendar for the following school year.
 - 2. Within fifteen (15) calendar days of receipt of the proposal, the Association will decide whether or not to accept the proposal.
 - 3. If the Association does not agree to the calendar proposed by the Board, a calendar committee will be convened no later than March 1 and will establish the calendar for the up coming school year by March 31. The committee will include no more than four (4) representatives of the Board and four (4) representatives of the Association.
- E. The administration shall review with HEA representatives the bell schedules prior to the start of the school year.
- F. A mutually agreed upon exam schedule will be developed by a building's HEA staff and administration.
- G. If there are 5 snow days prior to February 1, Winter Break will be a teaching day.
- H. In the event of school cancellation due to severe weather on the Records Day between semesters, trimesters, or terms, there will be no makeup of this Records Day.

ARTICLE V
MEMBER RESPONSIBILITY

- A. The length of the normal school day is seven and one half (7 ½) consecutive hours which shall normally include a minimum of the ten (10) minutes prior to the beginning of the student day. The normal school day is any day when students are scheduled to be in session for the full day. A normal 7 ½ hour school day for an employee may include a class period either before or after the regular school day for students with the consent of the teacher.
1. Members with regularly scheduled classroom teaching assignments will spend a maximum of 5 hours and 40 minutes at a teaching or supervising post.
 2. The regular daily schedules of members with non-classroom assignments such as counselors and librarians shall be within the normal school day and shall be established by the supervising principal after consultation with the member.
 3. Travel between buildings and other travel related activities such as unpacking materials at the second work site will be considered supervisory time and counted as follows.
 - a. 15 minutes for travel within a campus (currently the Middle School and High School complex)
 - b. 20 minutes for travel within the Hamilton village (4 mile radius of 48th Street and 136th Avenue, currently the Middle School and High School campus to/from Hamilton Elementary)
 - c. 30 minutes for travel between other buildings/campuses.
 4. A teacher whose schedule does not coincide with both start and end time of the same building's schedule will be notified at least 30 days before the start of the school year that will be affected.
 5. *HEA approval is required for any schedule that does not coincide with either start or end time of at least one school building's regular daily schedule.*
 6. Teachers will not be required to attend meetings that do not connect (within 15 minutes) to their regularly scheduled workday.
 - a. Teachers and principals will work together to ensure that the teacher will receive and understand the materials or work shared during any meetings missed.
 7. There may be no change to a teacher's start and end times within a school year without 30 day's notice.
- B. On Fridays and days before vacation periods members will be permitted to leave the school building immediately after the buses leave their building.
- C. There shall be 18 hours of parent-teacher conferences in each school year. Parent-Teacher conferences shall be evenly divided between semesters, trimesters, or terms unless mutually agreed upon by the building's HEA staff and the administrator. If the time required for conferences of a teacher's assigned class exceeds the scheduled conference time, that teacher will be paid one third the full daily substitute rate then in effect for the excess conference time. (from Appendix D)
- D. The administration may require staff attendance at meetings, up to a maximum of 18 each year, not to exceed three (3) per month. All meetings shall be not longer than 75 minutes in duration or exceed a total of 18 hours per year. Meetings may include, but are not limited to, staff, grade

level, NCA and department meetings. All meetings in excess of these limits will be conducted on a voluntary basis.

- E. An employee on paid leave (personal illness or injury, bereavement or approved emergency, professional, personal, jury duty) can be held responsible for up to five (5) consecutive days of written lesson plans unless the member is incapacitated to the extent that a doctor would certify the inability to make written lesson plans, if called upon to do so. Written lesson plans for the next school day should always be available.
- F. If an employee is aware of any unsafe situation it will be reported immediately to the administration.

ARTICLE VI TEACHING LOADS AND ASSIGNMENTS

- A. The following figures shall represent the maximums of class sizes and teacher loads for the duration of this Agreement.

- 1. Elementary:

- a. Young 5's 20 students
- b. Kindergarten 26 students
- c. First & Second Grade 27 students
- d. Third Grade 28 students
- e. Fourth Grade 29 students
- f. Fifth Grade 30 students
- g. Special Education State Guidelines including deviations
- h. The maximum class size for split classes involving two (2) elementary grade levels shall be one (1) less than the maximum established for the lower of the two (2) grades.
- i. The maximum class size for split classes involving three (3) elementary grade levels shall be two (2) less than the maximum established for the lowest of the three (3) grades.
- j. Elementary class size limits do not apply to band.

- 2. Secondary:

- a. Except in the areas of band, vocal music, keyboarding, study hall, and physical education, the student load per class shall not exceed thirty (30) students (30 students for 6th grade). State guidelines including deviations will apply to special education classes.
- b. Except for the areas of agriculture, art, home economics, industrial arts, music, physical education, and special education, the assignment shall include no more than four (4) separate preparations at any one time without the consent of the member.
- c. The student load per day shall not exceed 145. In the event a member's assignment includes six (6) or more regular class periods, the student load per day shall not exceed 174.
- d. Physical education classes have a limit of forty (40) per class period.
- e. When a single secondary class has students from two difference courses of study and each course of study contains five (5) or more students, each course will be considered as a separate preparation towards the maximum of four (4) preparations for an individual teacher.

3. Elementary and Secondary:

a. Any student currently assigned to a staff professional for emotional impairment, mental impairment, or learning disability shall count as one and one third (1 & 1/3) students in determining the regular class size for the time that student is in the regular classroom.

1) In order for this provision to be applied to class size determination, all of the following must occur:

- a. The student's special education qualifying area as identified on his/her IEP must represent challenges in the specific course in which the student is being counted.
- b. For example, a student with a special education designation of LD would only be considered for the additional multiplier for classes in which the disability is a factor, but a student with an EI designation could be counted in any class.
- c. The member must document (on the mutually agreed to documentation form) the challenges the student represents as well as the attempts made to remedy the situation in the classroom in accordance to the student's IEP. This process will be as follows:
- d. The member will submit the documentation form within the first quarter of the grading period.
- e. The form will include the member's documentation of these challenges and serve as notification to administration that extra accommodations are required to help the student and/or the class learn effectively.
- f. The challenges described may revolve around learning goals, classroom management issues, additional teacher work time or meetings required, or any other issues the member considers unique to the student's special education designation.
- g. The administration will attempt to provide solutions to the problems outlined by the member during the grading period.
 - i. These solutions are at the discretion of the administration and may represent creative ways to meet the student's needs.
 - ii. These solutions will be collaboratively designed and agreed upon by the member, the administrator, and the special education teacher.

2) At the conclusion of the grading period, if the member determines that a solution was not reached that alleviated the challenges documented, the member must submit written documentation of such via the HEA. The association's determination shall be final and if a solution was not reached, the student in question shall be counted as one and one third (1 & 1/3) students in determining class size.

a. Under this provision, it is understood a class could have some special education students qualify for the multiplier while other special education students do not.

- b. In the event the number of students in a class (each student counted as one) assigned to a staff professional for emotional impairment, mental impairment or learning disability reaches or exceeds 15% of the class membership, the maximum class size will be reduced according to the following: 15%, one (1) less; 20% two (2) less; 25% three (3) less; 30% four (4) less. Unless accompanied by an aide (excluding those assigned as a 1 on 1 aide through an IEP). In order for the above provision to be considered, a student must have qualified for the multiplier in 3. a.
- c. A teacher will receive retroactive payment for the semester during which any student is found eligible for special education if class limits are exceeded provided the student meets the enrollment criteria found below in 4.

4. These maximums may be exceeded under the following plan of compensation.

- a. A payment of \$30 per six (6) week, \$45 per nine (9) week, or \$60 per 12 week grading period will be paid to a secondary teacher for each student over the maximum in which the student is enrolled at least two-thirds (2/3) of the days scheduled in that grading period. In the event both the per day and per class maximums are exceeded, payments will be made on the maximum dollar amount the teacher is entitled to as mutually determined by the supervising principal and the member.
- b. All K-12 specialist teachers will be paid this rate prorated per hour of student contact.
- c. A payment of \$200 per pupil per quarterly grading period, or prorated per hour of student contact time, will be paid to those elementary teachers with non-split level classes, for each student over the maximum in which the student is enrolled for at least two-thirds (2/3) of the days scheduled in that grading period.
 - 1) All K-12 specialist teachers will be paid this rate prorated per hour of student contact.
- d. If class size exceeds the maximum in any class other than an elementary split class by more than four (4) students, the additional per pupil compensation for the grading period will be 1.5 times the amount specified for each student over the maximum. If class size exceeds the maximum in any class other than an elementary split class by more than six (6) students, the additional per pupil compensation for the grading period will be 2.0 times the amount specified for each student over the maximum.
- e. Written application for payments under this provision are to be submitted by the member to the supervising principal within 15 work days of the end of the marking period and shall state the basis for the compensation requested.

Example for 4th Grade - Additional Pay per Quarterly Marking Period

Class Size	Exceeds Max.	Facto	Pay per Student	Quarterly Pay
28	0	1.0	\$200.00	\$0.00
29	1	1.0	\$200.00	\$200.00
30	2	1.0	\$200.00	\$400.00
31	3	1.0	\$200.00	\$600.00
32	4	1.0	\$200.00	\$800.00
33	5	1.5	\$200.00	\$1,500.00
34	6	1.5	\$200.00	\$1,800.00
35	7	2.0	\$200.00	\$2,800.00
36	8	2.0	\$200.00	\$3,200.00

f. Five hours of student instructional aide time per week will be provided to every elementary split class. A half time student instructional aide will be hired for elementary split classes in which the grades are one year apart and the total number of students exceeds the class load maximum. A full time student instructional aide will be hired for elementary split classes in which the grades are more than one year apart and the total number of students exceeds the class load maximum.

- B. Members who desire a change in grade or subject assignment or who desire to transfer to another building shall file a written statement of such desire with the Superintendent as soon as practicable, and under normal circumstances, not later than February 1. Such statement shall indicate the grade or subject to which the member desires to be transferred.
- C. The process of planning schedules for the next school year shall include opportunities for members to express their suggestions and concerns regarding class offerings and schedules.

ARTICLE VII VACANCIES

- A. Whenever a vacancy occurs in a teaching or administrative position, for which educational certification is required and the position is to be filled on a permanent basis, the administration shall provide written notice of the vacancy to the President of the Association or his/her designee. Notices will be posted in each of the schools during the school year or will be mailed or distributed to members. In no case shall the Board be held responsible for the receipt of the notice by an individual member.
- B. The Board will post all anticipated openings for the following school year as soon as is practicable. The Board agrees to give members seven (7) calendar days from the date of the posting, distribution, or mailing of the notice to present written applications for the position to the Superintendent or designee. All members who apply for vacancies will be granted an interview.
- C. If the vacancy occurs between August 1 and the beginning of the school year, the administration shall notify the President of the Association of his/her designee of the vacancy before the position is filled. Members will be allowed to submit written application as time permits.

- D. In filling a vacant position, the Board may consider the professional qualification and experience of each applicant, including the length of employment with the district, along with the needs of the class and/or building. The Board maintains the right to transfer, promote, or employ the person who, in the opinion of the Board, upon recommendation of the administration, is the best qualified applicant.
- E. Member applicants not appointed to the position will be notified no more than five (5) calendar days after a position is filled and be given reasons why they did not receive the position.
- F. To avoid undue disruption to existing instructional programs, a permanent vacancy that occurs during the school year, at the discretion of the Superintendent, may be filled on a temporary basis until the end of the current semester or school year.
- G. For purposes of this article a vacancy exists when the number of positions for certified personnel at a particular building is greater than the number of persons assigned to that building, including such an opening created by retirement, resignation, addition of a position, or the transfer of a member to a new or existing position.

ARTICLE VIII LEAVES

- A. The Board and the Association agree that the Board shall have the right to develop, approve and implement policies that are compliant with the Family Medical Leave Act (FMLA) of 1993 as required by law. For additional information regarding FMLA, contact the Administration Office.
- B. Paid Leave - Personal Illness/Injury
 - 1. Employees covered by this agreement, who are absent from duty because of personal illness, injury or disability (including disability related to pregnancy or maternity/paternity), shall be paid their full salary for the period of such absences, not to exceed a total of ten (10) working days in any one year, except where additional leave time has been accumulated. The ten (10) days of sick leave shall be credited to the employee on the first day he/she reports for duty each school year. However, when an employee leaves before his/her yearly contract is completed, the number of sick days credited to the member's account will not be ten (10) days but one (1) day for each month worked.
 - 2. The Board may require a doctor's statement attesting to the illness of an employee. In the case of any dispute as to whether a member is able to adequately perform the duties to which the member is regularly assigned, the physician who has treated the member shall make the final and binding determination. If no physician has been involved with treating the member, a physician will be mutually agreed upon by the member and the Board for an evaluation visit. Physician costs not covered by the member's health insurance will be paid by the Board.
 - 3. At the beginning of each school year, members with one or more years teaching experience shall be credited with the number of sick leave days not used during the prior school year. The maximum number of accumulated sick leave days earned as of August 31, 2011, shall be determined using the following method:
 - a. Members employed 20 years or more, may accumulate up to 180 days,
 - b. Members employed 8-19 years, may accumulate up to 150 days or 100 days above their current balance of sick days, up to a maximum of 180, whichever is greater.

- c. Members employed 1-7 years, may accumulate an additional 100 days above their current balance of sick days.
 - d. All members hired after August 31, 2011, shall be entitled to accumulate 100 sick leave days. Members including those with maximum accumulation, shall not have sick leave charged against their accumulated sick leave days until they have used the ten (10) provided for the current school year.
4. As of September 1, 2011, a sick leave bank is available to members that have exhausted their personal sick days. Days contributed to the sick bank will be made on a voluntary basis. A maximum of 10 days per year per member may be contributed by September 30 of each year. The maximum number of sick days in the bank may not exceed 250.

Teachers applying for this benefit must:

- a. Exhaust their personal sick leave days.
- b. Have been absent for five (5) days without pay.
- c. Submit a written application, and receive written approval from, the Sick Leave Bank Committee which consists of two (2) representatives appointed by the Board and two (2) teachers appointed by the HEA . The superintendent shall have tie breaking vote.
- d. The standard number of days granted by the Sick Bank shall not exceed 25 days.
The Board, at its discretion, may grant additional sick leave bank days and reserves the right to request the applying teacher to submit to a medical examination by the primary care physician currently treating members.

C. Paid Leave - Bereavement or Approved Emergency

- 1. Approved absence, without loss of salary, shall be allowed for bereavement or emergency leave. The administration shall have discretion to grant emergency leave. Each day of any absence under this paragraph shall be charged against the sick leave days of the employees covered by the agreement.
- 2. Interpretation: Attendance of any funeral, deemed important to the member, will be granted under this section. Emergency care of someone in the immediate family of the member will be granted under this section. The Board may require a doctor's statement attesting to the critical illness of the person needing this care.

D. Paid Leave – Personal

- 1. To prevent undue hardship to individual staff members who must be absent from school to attend to personal business, two (2) days, which are non-cumulative will be provided without salary reduction and may be taken at the member's discretion. Any unused personal leave will be credited to the member's accumulated sick day leave the following year.
- 2. Requests for this leave day shall be made by the member through his/her supervisory principal at least forty-eight (48) hours in advance of the requested absence date. If the immediacy of the absence is of such a nature that the request in writing is not practical, oral request by the member shall be sufficient.
- 3. Personal Day Guidelines
 - a. The Board and Association mutually recognize that the educational process shall take precedence over contractual language in this area. Specifically, classrooms must be adequately staffed. Therefore, as a general guideline, it is

agreed that a maximum of 8% of staff, on a district-wide basis, may be granted paid leave on a given day.

- b. It is further agreed that requests for personal leave days falling before or after Thanksgiving, Christmas vacation, Spring break and Memorial Day, shall only be granted in emergency or extraordinary situations and must be approved by the principal and Superintendent.

E. Paid Leave – Professional

1. Leave of absence with pay, not chargeable against the member's sick leave allowance, shall be granted two (2) days per year, accumulative to five (5) days, for approved visitation at other schools or for attending educational conferences or conventions but excluding all labor association meetings. A written request for this leave must be submitted to the administration for approval five (5) school days preceding the leave.
2. Each year \$125 will be made available for each member for the purpose of in-service education. Any amount not used shall be credited to the member for the following year to a maximum accumulation of \$500. Application for funds under this provision will be made to the administration.
3. The Board may provide, at its discretion, money and other resources to an In-service Education Committee composed of not more than four (4) Association representatives and two (2) Board representatives. The purpose of the Committee shall be to allocate the resources provided to programs and activities proposed by the members that will result in significant contributions to the educational programs of the district and professional development of the faculty. The Committee shall adopt procedures and rules for operation.
4. The final authority for approval of expenditure of funds provided in this section is retained by the Board.

F. Paid Leave - Jury Duty

1. Members summoned to serve on jury duty shall be paid the fraction of their contractual salary equivalent to one day less the amount received for jury duty for each day served. If a member is not picked to serve on the jury for any day he/she will then report to school to resume his/her normal classroom duties.
2. The Board retains the right to ask the judicial authority to excuse a member from jury duty in the event that it would create a hardship on the district.

G. Member Paid Leave

1. Each member will be provided with one (1) non-cumulative personal business day per year. There will be no need to give a reason for the request.
2. A request in writing must be received by the supervising principal at least forty-eight (48) hours in advance. The supervising principal may waive the required time limit at his/her discretion if proper reasons are given.
3. A maximum of 8% of staff, on a district-wide basis, may be granted member paid leave on a given day.
4. It is further agreed that requests for member paid leave days falling before or after Thanksgiving, Christmas vacation, Spring break and Memorial Day, shall only be granted in emergency or extraordinary situations and must be approved by the principal and Superintendent.
5. This leave shall be granted without reduction of pay except that the member must pay the substitute fee plus five dollars (\$5.00) whether or not the member is a classroom

teacher. On an "act of God" day, there will be no reimbursement required for substitute costs.

H. A member on Board Paid Leave (Article VIII, A-F) or Member Paid Leave (Article VIII, G) on an "act of God" day for which the member would not have been required to report will not have the day charged against his/her allowance of leave days. This clause shall not be applied in the case of an early dismissal or during any Unpaid Leave period. (from Article VIII, K-P)

I. Association Paid Leave

1. The Association shall be granted a total of twelve (12) days of leave during which an Association member may conduct Association business. No single member will be granted more than three (3) days under this statement unless mutually agreed to by Administration and the Association.
2. The Association shall reimburse the Board the standard substitute rate in Hamilton for each member day missed.
3. The Administration shall be notified five (5) days in advance of such leave in writing.

J. Maternity/Paternity/Adoption Leave

1. Leaves will be granted in compliance with state and federal requirements including the Family Medical Leave Act.
2. A portion of the leave may be taken as paid leave subject to the following conditions:
 - a. Paid leave for normal maternity/paternity/adoption leaves is the balance of sick leave or 30 days, whichever is less.
 - b. Paid leave days will be deducted from Personal Illness.
 - c. Paid leave may only be taken on days the member is required by this contract to work (i.e. instructional days, professional development days, and records days are considered contractually required days).
 - d. When the birth or adoption occurs during the summer vacation, paid leave may only be taken on contracted work days that fall within 30 weekdays (Monday-Friday) before, after, and including the birth of the child or legal adoption date of the child.

K. Unpaid Leave - General Conditions

1. The Board at its discretion and for reasons it deems appropriate, may grant an unpaid leave of absence according to the general conditions stated in this section. These general conditions may be superseded by the specific stated conditions of an individual type of leave.
2. The leave of absence may be granted for a period not to exceed one (1) year. Upon request of the member, the Board may, at its discretion, grant a renewal or extension of the leave period.
3. If the leave period is no longer than sixty (60) days, the members shall be entitled to the position held prior to the leave. In specific situations, the Board at its discretion may grant an extension to the sixty (60) day limit.
4. If the leave period is more than sixty (60) days, except when extended by the Board in 3 above, the member shall be assigned to the next available vacancy for which he or she is certified and qualified. This assignment shall not cause the displacement or re-assignment of any current association member. If an appropriate vacancy does not become available within one school year of the requested date of return, the member shall be laid off and recalled as set forth in Article XIV Section B of this agreement.

5. For salary schedule purposes, credit will be computed on the guidelines listed in Article XV Compensation and Fringe Benefits, Section A, number 6.
6. Seniority credits for the member remain at a stationary point until he/she returns to teaching, unless the member returns within sixty (60) days, in which case the member shall remain in the same place on the seniority list.
7. A member who is granted an unpaid leave of absence shall not use sick days during the leave period.
8. A member on unpaid leave shall notify the Superintendent of his/her intent to return to work three (3) months prior to the termination date of the leave. Summer vacation periods are not considered to be part of the leave period. A teacher intending to return to work at the beginning of a school year must notify the Superintendent of his/her intent to return by March 1, of the preceding school year. If no notification is received, the employee will be considered to have voluntarily resigned from employment at Hamilton Community Schools.
9. The Board may require a statement by qualified medical personnel indicating that a member seeking to return from a leave is physically and mentally capable of performing his/her professional responsibilities.
10. The member shall be entitled to return from an unpaid leave any time within the specified leave period if a written request to return is submitted to the Superintendent and a position becomes available for which the member is certified and qualified.

L. Unpaid Leave - Child Care

1. The granting of a child care leave is solely discretionary with the Board of Education and will not normally be granted except at times associated with the birth or adoption of a child or in unusual circumstances involving a situation where the child is suffering serious medical problems and the presence of the member to care for the child is necessary.
2. Notification that a request for child care leave is forthcoming shall be given to the Superintendent at least three (3) months before the leave is to begin. The written request with beginning and ending dates for this leave must be given to the Superintendent at least two (2) months before the leave is to begin. Any variation of these requested dates due to the health of the member and with the medical doctor's advice may be adjusted by the Superintendent.

M. Unpaid Leave - Graduate Study

1. Any member applying for a graduate leave must have been employed as a teacher in the Hamilton Community School system for a period of no less than seven years prior to the graduate leave.
2. The course of study for which the leave is to be taken must directly relate to the teaching assignment of the applicant and should involve probable advantage to the Hamilton School system as determined by the Board.
3. The Board shall grant graduate leave at its discretion and its decision is final and not subject to arbitration.

N. Unpaid Leave – Military

1. Any member who is called into the armed forces of the United States, or who is activated as a member of the reserve forces, or who enlists in anticipation of induction, or who enlists during a period of time when this country is actively engaged in an open hostility involving active acts of warfare, shall be granted leave of absence without pay for the period of such absence.

2. Full credit on the salary schedule for each calendar year or major portion thereof spent in such military service will be granted to those so leaving Hamilton Community Schools' service and returning thereto, provided that rights under this paragraph will terminate upon any voluntary extension of such military service.
3. Leave of absence with pay shall be granted for time necessary to take the Selective Service physical examination.

O. Unpaid Leave – Medical

1. A member advised by his/her medical doctor to expect a long term absence from work may apply for medical leave under this section.
2. A member who has exhausted his/her paid sick leave shall be placed on unpaid medical leave of absence for the duration of the disability or his/her contract year, whichever comes first.
3. An extension of the leave may be granted upon request of the member. When possible such a request should be submitted to the Superintendent at least one (1) month prior to the start of the school year or the beginning of the extension period.
4. The Board may require a statement by qualified medical personnel substantiating the claim of disability.

P. Unpaid Leave - Voluntary Layoff

1. The Board will consider granting a one year voluntary layoff leave under the specific conditions stated in this section if the proposed leave of absence creates a vacancy that can and will be filled by someone certified from Hamilton's staff who would otherwise be "laid off" for the following school year.
2. Applications should be made to the Superintendent as soon as possible, but no later than June 30, preceding the year of the leave.
3. No restrictions are placed on the reasons for requesting this leave.
4. The person will be offered the same position for the September of the year following the leave that he/she was offered for the September preceding the leave if that position is still in existence.
5. If that offered position no longer exists, something similar to that position will be offered. The following conditions and priorities prevail in determining that "similar" position:
 - a. The position is available without forcing someone with more seniority to move (as defined in the Master Agreement).
 - b. The returning member is certified and qualified for the available position.
6. Experience credits for salary schedule placement of the member remain at a stationary point until he/she returns to teaching.
7. Seniority credits for purposes of computing lay-off shall continue gaining credit during the leave at the rate at which seniority was earned during the year of employment preceding the leave period.
8. A member on this leave shall notify the Superintendent of his/her intent to return to work by April 1 of the year the person is on leave.

**ARTICLE IX
MEMBER DISCIPLINE**

- A. Members on continuing tenure will be discharged or demoted in accordance with the procedure outlined in the Michigan Teacher Tenure Act.

ARTICLE X
GRIEVANCE PROCEDURE

- A. A grievance shall be defined as an alleged violation, misapplication, or misinterpretation of the Master Agreement.
- B. The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:
1. The termination of services of, or failure to re-employ any probationary member.
 2. The termination of services or failure to re-employ any member to a position on the extracurricular schedule.
 3. Any matter for which there is recourse under State or Federal statutes.
 4. It is expressly understood that the grievance procedure shall not apply to those areas in which the Tenure Act prescribes a procedure or authorizes a remedy (discharge and/or demotion), or any area that is a prohibited subject of bargaining.
- C. The Chairman of the Professional Negotiations Committee or his/her designee shall handle grievances when requested by the grievant. The Principal of each building shall act as the Board's representative at Level One (I). The Superintendent or his designee shall act as the Board's representative at Level Two (II).
- D. Definitions.
1. The term "days" used in this article shall mean normal business days (Monday-Friday) except holidays when the Administration Office is closed or school vacation days during the school year (September-June).
 2. The term "principal" as used in this article shall mean the principal of the Elementary, Middle School or High School buildings.
- E. Written grievances as required in this article shall be specific and contain the following:
1. A synopsis of the facts giving rise to the alleged violation, misapplication, or misinterpretation;
 2. It shall cite specific sections and/or subsections of the Master Agreement alleged to have been violated;
 3. It shall contain the date of the alleged violation, misapplication, or misinterpretation;
 4. It shall specify the relief requested;
 5. It shall be signed by the grievant;
 6. Any written grievance not in accordance with the above requirements may be rejected as improper.
- F. Procedural Steps.
1. Level One (I).
 - a. A member wishing to institute a grievance shall, after discussing the problem orally with his/her principal, submit the grievance in writing to his/her principal within fifteen (15) days of the alleged occurrence. If the written grievance is rejected as improper, the grievant shall have an additional two (2) days from the receipt of the rejection to resubmit the written grievance to his/her principal.
 - b. If no resolution is obtained within five (5) days of the receipt of a properly written grievance, the grievant may proceed to Level Two (II).

2. Level Two (II).

- a. The written grievance shall be presented to the Superintendent within eight (8) days of the end of Level One (I).
- b. Within five (5) days of the receipt of the grievance, the Superintendent shall arrange with the grievant a mutually acceptable time and place for a meeting to discuss the grievance. A meeting shall take place within twenty (20) days of receipt of the grievance. Within five (5) days after the meeting, the Superintendent shall render a decision in writing and transmit a copy of the same to the grievant, the P.N. Chairman and the building principal.
- c. If no decision is rendered within five (5) days of the meeting with the Superintendent or the decision rendered is unsatisfactory to the grievant, the grievance may proceed to Level Three (III).

3. Level Three (III).

- a. The grievant may file a written grievance, along with the decision of the Superintendent, with the President of the Board of Education within ten (10) days of the end of Level Two (II).
- b. If the appeal is delivered to the President less than seven (7) days before the next scheduled Board meeting, the matter will appear on the agenda of the following Board meeting. The Board shall determine a mutually acceptable time and place for a hearing(s) which shall be held within fifteen (15) days of the Board meeting at which the grievance appeared on the agenda. The grievant or an Association Representative shall have the opportunity to be heard at said meeting(s).
- c. Within fifteen (15) days of the conclusion of the hearing(s) the Board shall render, in writing, its decision and transmit a copy of said decision to the grievant, the P.N. Chairman and the Superintendent.
- d. If the grievant is not satisfied with the disposition of the grievance in level Three (III), the grievant may proceed to Level Four (IV).

4. Level Four (IV).

- a. Within ten (10) days of the receipt of the decision of the Board, the grievant may refer the matter, in writing, to the American Arbitration Association (A.A.A.) and request the appointment of an arbitrator to hear the grievance. If after each party has struck three (3) names from the list of arbitrations and the parties cannot agree upon an arbitrator, an arbitrator shall be selected in accordance with the rules of the A.A.A.
- b. Level Four (IV) grievances and arbitration shall be subject to the following conditions:
 - 1) Neither party may raise a new defense or ground at Level Four (IV) not previously raised or disclosed at other written levels.
 - 2) The decision of the arbitrator will be final and binding upon the employees, the Board and the Association. All lawful decisions of the arbitrator shall be immediately placed into effect, subject to the right of either party of Judicial Review.
 - 3) If either party shall dispute the arbitrability of any grievance under the terms of the Master Agreement, the arbitrator shall determine the arbitrability of the grievance.

- 4) More than one (1) grievance may not be considered by the arbitrator at the same time except upon written, mutual consent and then only if they are of a similar nature.
- 5) The cost of the arbitrator shall be borne equally by the Board and the Association.
- 6) Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or non-occurrence of the event upon which the grievance is based.

c. The powers of the arbitrator are subject to the following limitations:

- 1) He shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Master Agreement.
- 2) He shall have no power to establish salary scales or to change any salary established by this Master Agreement
- 3) He shall have no power to decide any question which under this agreement is given to the management to decide, or which is a prohibited subject of bargaining.
- 4) He shall have no power to interpret State or Federal law.
- 5) He shall not hear any grievance barred from the scope of the grievance procedure by this Master Agreement.
- 6) He shall have no power to change any practice, policy or rule of the Board, nor substitute his judgment for that of the Board as to the reasonableness of any such practice, policy, rule or any action taken by the Board outside of this agreement.
- 7) Where no wage loss has been caused by the action of the Board complained of, the Board shall be under no obligation to make monetary adjustments other than provided for by this agreement, and the arbitrator shall have no power to order one.

G. Should a member fail to institute a grievance within the time limits specified, the grievance will not be processed. A member who fails to appeal a decision within the limits specified shall forfeit all rights to further action under this Article.

H. The Association shall have no right to initiate a grievance involving the right of a member or group of members who have alleged a violation without his/her or their express approval in writing to the Association.

I. All preparation, filing, presentation or consideration of grievances shall be held at times other than when a member or a participating Association Representative are to be at their assigned duty station except as provided for elsewhere in the Master Agreement.

ARTICLE XI CONTRACT ADMINISTRATION

A. The Superintendent and Association representatives shall meet monthly, September through May, for the purpose of reviewing the administration of the contract and other matters of mutual concern. Meetings will be scheduled at a mutually agreeable time and location.

B. The building principals and the Association appointed representative in each building shall meet monthly, September through May, for the purpose of reviewing the administration of the existing contract and other matters of concern.

**ARTICLE XII
PERSONNEL POLICY**

- A. Members may, but will not be required to, take tickets or supervise at any athletic event.
- B. Student Observers.
 - 1. The Administration will notify the member involved one (1) day in advance of a desired observation by a college student. If the member gives his verbal consent, the observation will take place as desired. Every member can be expected at his/her convenience to allow for such observation.
 - 2. The individual member shall make the choice as to whether he or she will supervise a student teacher when asked by the Administration.
- C. Copies of this agreement shall be prepared at the expense of the Board and presented to all members now or hereafter employed by the Board as long as this agreement is in effect.
- D. This agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. All individual contracts shall be subject to the terms of this agreement, and if any individual contract is inconsistent herewith, the terms of this agreement shall govern.
- E. If any provision of this agreement or any application of the agreement to any member or group of members shall be found contrary to law, then such provision or application shall be deemed null and void except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

**ARTICLE XIII
SENIORITY AND QUALIFICATIONS**

- A. Seniority shall be defined as the total number of years of continuous service to the Hamilton Community Schools (including service in the previous districts which were consolidated into or annexed to the district) in positions that require teacher certification.
 - 1. The determination of a member's seniority shall be in terms of full-time equivalent years of continuous service and shall be computed in the following manner:
 - a. Beginning with the 1983-84 school year seniority credit for part-time members (either partial teaching day or year) will accumulate as a proration of teaching time compared to full-time, as specified in Article XIV, Section A.3. and other relevant portions of this Agreement. Accumulation of seniority shall continue during any unpaid leave period of sixty (60) days or less. In no case shall a member be credited with more than one (1) year of seniority for a single school year.
 - b. In the event members have the same amount of seniority credit, the member with the earliest date of hire will be considered to have the greater seniority. This date shall be the first working day or the date the individual contract was signed, whichever was earlier. Ties beyond this point will be decided in a statistically random manner.
 - 2. A voluntary quit is considered a break in continuous service, but absence due to layoff shall not be considered a break in service for seniority purposes. A member on layoff

shall retain his/her seniority accumulated to the point of layoff but shall not accrue seniority during the layoff period.

3. At no time will the return of an administrator to a teaching assignment displace a current HEA member.
4. A properly certified member shall be defined as a member with a valid Michigan teaching certificate appropriate to the grade level and subject(s).
 - a. Layoff determinations with regard to certification shall be based upon the valid certificates and endorsements on file at the Office of Superintendent 30 days prior to the official notification of layoff.
5. A qualified member shall be defined according to the following provisions:
 - a. For high school, the member must have a secondary certificate with specific endorsement covering the subject area to be taught (i.e., BX or b-prefix endorsements covering anything in Language Arts; CX or c-prefix endorsements covering anything in Social Science), and be Highly Qualified under NCLB.
 - b. For middle school, the member must have a major, a minor, a specific certification endorsement covering the subject area to be taught, or have taught the subject and have not less than twelve semester credits in the field, and be Highly Qualified under NCLB.
 - c. For elementary, the member must hold elementary certification and be Highly Qualified under NCLB.
6. Members subject to layoff for the following school year shall not lose their fringe benefits or salary over the summer months afforded them under this agreement and individuals or supplemental employment contracts.

B. Recall Procedures

1. No new member shall be employed by the Board while there are members of the district who are laid off unless there are no laid off members with proper certification and qualifications to fill any vacancy which may arise.
 - a. The Board shall provide the Association with a seniority list and notify the Association's executive officer of all teaching vacancies five (5) days prior to filling the vacancy with a member from the recall list.
- C. If during the life of this Agreement there are changes in the statutes and/or regulations governing the certification and qualification of Michigan teachers, the parties agree to renegotiate the definitions of certified and qualified included in this article. Neither party shall by this provision be required to agree to or accept any changes in this Agreement other than those required by law.

ARTICLE XIV RETIREMENT/SEVERANCE BENEFITS

- A. In recognition of regular attendance and service to the district, the Board will pay a qualified member an amount equal to the number of accumulated sick leave days (as provided by Article IX, Section A.3) times \$50.00 per day (Days x \$50.00).

- B. A member may qualify for payments based upon accumulated sick leave by meeting one of the following conditions:
1. Termination of employment with the district after twenty (20) years (full-time equivalent) of contracted service with Hamilton Community Schools shall entitle the member to the full benefit as described in Article XV.A.
 2. Termination of employment with the district after fifteen (15) years (full time equivalent) of contracted service with Hamilton Community Schools shall entitle the member to 50% of the full benefit as described in Article XV.A
 3. Termination of employment with the district after ten (10) years (full time equivalent) of contracted service with Hamilton Community Schools shall entitle the member to 25% of the full benefit as described in Article XV.A.
- C. The Board will pay a qualified member a retirement amount equal to the number of years of contracted service to the district (full-time equivalent), times a two and one half percent (2.5%) of the BA base salary in effect during the last year of employment (years x .025 x BA base salary).
- D. A member may qualify for the retirement payment by meeting all of the following conditions:
1. Submit a written retirement resignation to the Superintendent by March 1 for retirement at the end of the school year or by October 1 for retirement as of December 31 or at the end of the first semester;
 2. Be qualified for and have applied for retirement under the Michigan Public School Employees Retirement System and have ten (10) years (full-time equivalent) of contracted service with Hamilton Community Schools.
- E. Payments provided under this article will be issued in either September or January following retirement, as elected by the member, and may be provided as one lump sum or in two equal annual payments. In the event of the death of the member, payments will be made to the beneficiary or dependents.
- F. The district subsidy for fringe benefits will be terminated on the last day of the second month following retirement or when the member's retirement insurance becomes effective, whichever comes first.
- G. In the case of member death, the following benefits will apply:
1. Sick leave day reimbursement will be made as stated in Section A. and B of this article.
 2. Severance payments as calculated in Section C of this article will be made under the following conditions:
 - a. If the member has been employed by the District for a minimum of twenty (20) years, but less than twenty-five (25) years, half of the severance payment will be made. The calculation will be years X .025 X base salary X .5.
 - b. If the member had been employed by the district for at least twenty-five (25) years, the full severance benefit payment will be made. This calculation is years X .025 X base salary.
 3. The District will continue all insurance benefits currently being received by the member for a period of six months from the date of death.
 4. The District will calculate these benefits and make payments to the member's family or estate. Payments will be made within thirty (30) days of the date of death.

**ARTICLE XV
COMPENSATION AND FRINGE BENEFITS**

A. Compensation

1. The basic salaries of members covered by this agreement are set forth in Appendix A, which is attached to and incorporated in this agreement. Such salary shall remain in effect during the designated period.
2. Members newly employed by Hamilton Community Schools may be given credit for up to a maximum of seven (7) years, based on previous educational years of service.
3. Members previously employed by Hamilton Community Schools, who leave the employ of the district and are then re-employed, will be given full-credit for years of experience previously recognized by the district up to maximum of seven (7) years.
4. Members employed part-time (at least more than 2/5ths of a teaching load) are expected to attend all regular faculty meetings, Parent-Teacher Conferences, in-service meetings, I.E.P.T. meetings, building committee meetings, district committee meetings and whatever extra meetings are expected of a full-time employed member. Compensation for these duties is dental insurance equal to a full membership.
5. Part-time members will be paid according to the proration of their teaching time compared to a full-time position. Full-time teaching as described in Article VI, Section A, is a maximum of five hours and 40 minutes at a teaching or supervision post. For purposes of part-time salary proration calculations, five (5) hours of teaching is considered full time. Travel or supervisory activities may be assigned the remaining 40 minutes to complete the normal working day.
Example: A member assigned to teach four (4) hours will be paid 4/5ths of his/her salary. The member may be required to use up to twenty-four (24) minutes (4/5ths) for travel or supervisory activities. This member is expected to spend 4/5ths of the normal seven and one half (7 ½) hour day at school.
6. The determination of a member's salary as specified in Appendix A shall be based upon the years of experience and the degree/credit status as of the beginning of the semester. Credit for hours beyond the teaching degree must be attained after the date the teaching degree is granted. Any changes in the schedule status requested by the member must be submitted to the administration office within 30 calendar days of the date the contract is issued.
 - a. Credit must be at the graduate level or in the teacher's area(s) of certification and through an accredited college or university.
 - b. Teachers may apply to take undergraduate credit hours or credits outside of the teacher's area(s) of certification, with prior approval of said classes by the building principal and the superintendent.
 - c. Credit calculations shall be based upon semester credits or semester credit equivalents, e.g., 3 term credits equals 2 semester credits.
 - d. The calculation of experience for salary determination for full time certified professionals whose full time equivalent years of service in the district and any other years of experience recognized by the district, place them between steps on the salary schedule, will advance as follows:
 - 1) The business office will calculate at what point in time in the school year the member reaches the next whole number in years of experience.
 - 2) The business office will then determine the member's appropriate salary for the year reflecting what percentage of the year the member works on each step.

- 3) Example: A teacher is hired for a full-time position at the BA level with the 7 ½ (7.5) years of experience and is given credit for that full amount on the salary schedule.

The teacher would begin his/her year on step 8 (7 yrs. Experience). Full-time pay here, according to the 2009-10 schedule is \$49,779, and the teacher would be on this step for 0.5 of the year, earning \$24,889.50.

At midway point of the year, the teacher moves to step 9 (8 yrs. Experience). Full-time pay here is \$51,679, and since the teacher is on the step for 0.5 of the year, he/she will earn \$25,839.50 at this level.

The teacher's total salary is \$24,889.50 + \$25,839.50, for a total of \$50,729.00. This amount will be calculated at the beginning of the year, and the teacher's paycheck will reflect equal pay amounts throughout the year.

- e. Certified professionals working less than full time will receive an annual step based on full-time equivalent experience calculated at the beginning of each contract year. If the FTE experience stop is not exactly an existing step, a partial step will be calculated on a prorated experience basis.

Example: Teacher with 11.8 years experience, BA, and a FTE load of 0.6. Sample is based on the 2009-10 salary schedule.

Experience	Step	Factor	FTE Salary
11	12	1.54	58,518
11.8	n/a	1.564	59,430
12	13	1.57	59,658

Factor and the FTE Salary are calculated as Step 12 plus 80% of the difference between Step 12 and Step 13.

$$\text{FTE Salary} = 58,518 + [0.8 * (59,658 - 58,518)]$$

$$\text{Actual Pay} = 59,430 * 0.6 = \$35,658$$

- f. Members shall be paid in twenty-six (26) or twenty-seven (27) equal pay installments with paydays being every other Friday. If the member notifies the Administrative office at least 30 calendar days prior to the end of the academic school year, he/she can request the remainder of his/her pay on the first payday after the end of the student academic year if funds are available. Members may opt for 21 equal pay installments for the upcoming school year if notification is given 30 days prior to the completion of the current student academic year.

- B. Schedule B. For teaching assignments in excess of the regular school calendar or the normal teaching load, members shall be paid in accordance with Appendix B which is attached to and incorporated in this agreement.
- C. Members required in the course of their work to drive personal automobiles from one school building to another shall receive a car allowance set at the current IRS rate per mile according to the mileage schedule. The same allowance shall be given for use of personal cars for other business of the district approved by the Administration.

- D. Benefits. The Board shall provide to the full-time member and his/her entire family the following insurance benefit package as outlined below for a full twelve (12) month period.

For the contract years 2012-14, effective upon this contract's ratification, the following health insurance cap payments will be in effect. The district's cost will not exceed the maximum amounts allowed under P.A. 152 according to the most recent indexing.

Members Electing Health Insurance Coverage

Health Benefits: MESSA Choices II

\$500/\$1000 Single/Family Deductible

Prescription Drug \$10/\$40 coverage

The following benefits are 100% Board paid:

Dental-MESSA/Delta Dental Plan E W/O – 7, 90/80/80 - \$1600 Class I/II/III, \$2300 Class IV

Vision - MESSA/VSP-3 Gold

Negotiated Life - \$25,000 with AD&D term life insurance

Long Term Disability - Reliance Standard (Lincoln Financial Group)

LTD Benefit: 66 2/3% of max. teacher salary

Max. Monthly Benefit: 66 2/3% of actual teacher salary

Qualifying Period: 90 calendar days

Elimination Period: Modified Fill Elimination Period

COLA: Yes

Alcohol/Drug: 2 years

Minimum Payout: 5% minimum payout

Pre Existing Limits: Apply

Social Security Offset: Family Social Security Offset

Survivor Income Benefit: 3 months

Freeze on Offset: Yes

Education Supplement: No

Own Occupation: 2 year

Health Ins. Premium Waiver-Full payment of premiums for 2 years for members electing health insurance

Members electing no Health Insurance Coverage

The following benefits are 100% Board paid.

Dental-MESSA/Delta Dental Plan E W/O – 7, 90/80/80 - \$1600 Class I/II/III, \$2300 Class IV

Vision - MESSA/VSP-3 Gold

Negotiated Life - \$25,000 with AD&D term life insurance

Long Term Disability - Reliance Standard (Lincoln Financial Group)

LTD Benefit: 66 2/3% of max. teacher salary

Max. Monthly Benefit: 66 2/3% of actual teacher salary

Qualifying Period: 90 calendar days

Elimination Period: Modified Fill Elimination Period

COLA: Yes

Alcohol/Drug: 2 years

Minimum Payout: 5% minimum payout

Pre Existing Limits: Apply

Social Security Offset: Family Social Security Offset

Survivor Income Benefit: 3 months

Freeze on Offset: Yes

Education Supplement: No

Own Occupation: 2 year

Health Ins. Premium Waiver-Full payment of premiums for 2 years for members electing health insurance

1. Member's not electing health care protection will apply the equivalent of the single subscriber health care contribution (as stated above) toward the selective options package available through the insurance carrier, toward a tax-deferred investment through one of the district approved carriers, toward additional wages or toward any combination of selective options, tax deferred investments and/or additional wages.
 - a. Information on current health care costs will be provided to all members at the time of their employment. The updated estimated health/403b payments will be available on the district website by August 31 of each year. If the member elects health care, they will be responsible for payment of any costs above the pro-rated portion of the Board paid premium based on the member's full time equivalency.

For all members the following stipulations apply:

2. The dental plan specified in D.1. shall be provided by the Board for employees working 40% of F.T.E. or more.
3. Additional programs available through the insurance carrier shall be available at the employee's expense through payroll deduction.
4. The Board shall provide for all members employed 50% of F.T.E. or more Long Term Disability insurance.
5. The dental and vision plans will be prorated for those working less than the contracted full year. Long Term Disability Insurance benefits will terminate, for members working less than the full contracted year, on the first day of the month following termination of employment.
6. Employees teaching an additional class or classes shall not be entitled to any additional fringe benefits covered within Article XVI D.
7. With regard to all benefits provided by this section, the responsibility of the Board is limited to the payment of the premiums.
8. The insurance carrier(s) will be mutually chosen by the Hamilton Education Association and the Board.

E. 403b/457 Plans

1. The Board and the association recognize the importance of each employee pursuing an active retirement savings program and in providing sound investment alternatives to assist them in achieving their retirement savings goal. The Board and the Association agree that 403b and 457 plans shall be available as laws allow and as available through the Michigan Retirement Investment Consortium (MRIC).
2. The Board and Association agree to participate in the Michigan Retirement Investment Consortium (MRIC) to facilitate compliance with IRS law and Code. The Board agrees that all services as may be required to administer 403b and 457 plans will be at no cost to Association members.
3. The parties further understand and agree that the regulations regarding the administration of 403b and 457 plans continue to evolve, and it is the intent of the parties to comply with all legal requirements. Accordingly, the parties agree that:
 - a. The plan document shall allow employees the ability to make changes in the investment portfolio.
 - b. The plan document shall allow:
 - 1) Employer contributions if mutually agreed upon.
 - 2) Roth IRA contributions
 - 3) "Catch – up" contributions as defined by the IRS

- 4) Emergency or hardship withdrawals as allowed by the IRS.
 - 5) The ability of an employee to request and receive a loan as appropriate under 403b and /or 457 regulations.
 - 6) Acceptance of contributions to the plan from monies generated by liquidation of another plan (IE “Rollover” accounts) subject to information sharing agreements.
 - 7) Planned withdrawals to the extent permitted by the IRS and the plan.
 - 8) Allow participating employees the ability to make changes in their contributions and investments to the extent permitted by the plan.
 - 9) Any monies taken under a salary reduction agreement shall be remitted via the prescribed MRIC procedure at the end of each month, which shall comply with IRS requirements.
 - 10) All bargaining unit members are eligible to participate in the plan.
- F. Members completing additional collegiate course work will be reimbursed for tuition costs at the rate of \$150 per credit hour with a 3 credit hour limit per year. Course work must apply to the member’s career in education.
1. The member must apply in writing not more than forty-five (45) days after completion of the course.
 2. Reimbursement will be made upon proof of successful completion of the course work in form of an official transcript.
 3. Reimbursement year is July 1st thru June 30 of each calendar year.
- G. A flexible spending account, funded with pre-tax dollars, will be made available to all members. Contributions to this account may be used to pay employee health contributions, childcare expenses and other allowable expenses under the then current IRS rules and regulations that govern such accounts.
1. This account will be adjusted on an annual basis to reflect any changes in allowable deductions and payments.
 2. Employees will elect a deduction amount for the year. Any money not used by the end of the year will be redistributed according to then current IRS regulations.
 3. For each contract year the Board will contribute a maximum of \$500 each year toward the maintenance of this account.
 4. The yearly operational costs of the account will be covered equally by the members who use this benefit. Members will pay these costs through payroll deduction.
 5. The provider that administers the flexible spending account will be mutually chosen by the Board and the HEA.
- H. There shall be payroll deduction for Hamilton Education Association, Michigan Education Association, National Educational Association dues, Educational Community Credit Union, MEA Group Insurance, annuities to Board approved carriers and the United States Savings Bonds upon receipt of the proper authorization from the employee in the Superintendent’s Office.
- I. Married couples teaching in the Hamilton school district will be considered as individuals in respect to fringe benefits.
- J. No employee covered by this agreement may consider him/herself unemployed during vacation periods for purposes of collecting unemployment compensation.

APPENDIX A

12 -13 Hamilton Teachers Schedule

BASE STEP: \$38,571

STEP	BA	index	BA+18	index	BA+30	index	MA	index	MA+10	index	MA+20	index	MA+30	index	SEC DEG	index
1	38,571	1.00	39,728	1.03	40,500	1.05	41,271	1.07	42,814	1.11	43,971	1.14	45,128	1.17	45,899	1.19
2 (1.5)	39,150	1.015	40,307	1.045	41,078	1.065	41,850	1.085	43,392	1.125	44,550	1.155	45,707	1.185	46,478	1.205
3 (2.5)	40,500	1.05	41,850	1.085	42,621	1.105	43,778	1.135	45,321	1.175	46,478	1.205	47,635	1.235	48,407	1.255
4 (3.5)	42,042	1.09	43,778	1.135	44,550	1.155	45,707	1.185	47,249	1.225	48,407	1.255	49,564	1.285	50,335	1.305
5 (4.5)	43,585	1.13	45,707	1.185	46,478	1.205	47,635	1.235	49,178	1.275	50,335	1.305	51,492	1.335	52,264	1.355
6 (5.5)	45,899	1.19	47,635	1.235	48,407	1.255	49,564	1.285	51,107	1.325	52,264	1.355	53,421	1.385	54,192	1.405
7 (6.5)	47,442	1.23	49,757	1.29	50,528	1.31	51,878	1.345	53,228	1.38	54,385	1.41	55,542	1.44	56,314	1.46
8 (7.5)	49,564	1.285	52,071	1.35	52,842	1.37	54,578	1.415	55,542	1.44	56,892	1.475	58,049	1.505	58,821	1.525
9 (8.5)	51,492	1.335	54,192	1.405	54,964	1.425	57,085	1.48	58,049	1.505	59,592	1.545	60,749	1.575	61,521	1.595
10 (9.5)	53,614	1.39	56,314	1.46	57,085	1.48	59,592	1.545	60,749	1.575	62,292	1.615	63,449	1.645	64,221	1.665
11 (10.5)	55,928	1.45	58,628	1.52	59,399	1.54	62,099	1.61	63,256	1.64	64,799	1.68	65,956	1.71	66,728	1.73
12 (11.5)	58,242	1.51	60,942	1.58	61,714	1.6	64,414	1.67	65,571	1.7	67,114	1.74	68,271	1.77	69,042	1.79
13 (12.5)	59,978	1.555	62,678	1.625	63,449	1.645	66,149	1.715	67,306	1.745	68,849	1.785	70,006	1.815	70,778	1.835
14 (13.5)	60,942	1.58	63,642	1.65	64,414	1.67	67,114	1.74	68,271	1.77	69,814	1.81	70,971	1.84	71,742	1.86
15 (14.5)	61,521	1.595	64,414	1.67	65,281	1.6925	67,981	1.7625	69,139	1.7925	70,681	1.8325	71,838	1.8625	72,610	1.8825
16 (15.5)	61,906	1.605	64,992	1.685	65,956	1.71	68,656	1.78	69,814	1.81	71,356	1.85	72,513	1.88	73,285	1.9
17 (16.5)	62,119	1.6105	65,378	1.695	66,342	1.72	69,042	1.79	70,199	1.82	71,742	1.86	72,899	1.89	73,671	1.91
18 (17.5)	62,504	1.6205	65,764	1.705	66,728	1.73	69,428	1.8	70,585	1.83	72,128	1.87	73,285	1.9	74,056	1.92
19 (18.5)	63,256	1.64	66,342	1.72	67,306	1.745	70,006	1.815	71,163	1.845	72,706	1.885	73,863	1.915	74,635	1.935
20 (19.5)	64,028	1.66	67,114	1.74	68,078	1.765	70,778	1.835	71,935	1.865	73,478	1.905	74,635	1.935	75,406	1.955
21 (20.5)	64,799	1.68	67,885	1.76	68,849	1.785	71,549	1.855	72,706	1.885	74,249	1.925	75,406	1.955	76,178	1.975
22 (Ghost)	65,185		68,271		69,235		71,935		73,092		74,635		75,792		76,563	
23 (Ghost)	65,185		68,271		69,235		71,935		73,092		74,635		75,792		76,563	
24 (21.5)	65,571	1.7	68,656	1.78	69,621	1.805	72,321	1.875	73,478	1.905	75,021	1.945	76,178	1.975	76,949	1.995
25 (Ghost)	65,956		69,042		70,006		72,706		73,863		75,406		76,563		77,335	
26 (Ghost)	65,956		69,042		70,006		72,706		73,863		75,406		76,563		77,335	
27 (22.5)	66,342	1.72	69,428	1.8	70,392	1.825	73,092	1.895	74,249	1.925	75,792	1.965	76,949	1.995	77,721	2.015
28 (Ghost)	66,728		69,814		70,778		73,478		74,635		76,178		77,335		78,106	

.5% increase on base with 1/2 index step increase

13-14 Hamilton Teachers Schedule

BASE STEP: \$38,764

STEP	BA	index	BA+18	index	BA+30	index	MA	index	MA+10	index	MA+20	index	MA+30	index	SEC DEG	index
1	38,764	1.00	39,927	1.03	40,702	1.05	41,477	1.07	43,028	1.11	44,191	1.14	45,354	1.17	46,129	1.19
2	39,927	1.03	41,090	1.06	41,865	1.08	43,028	1.11	44,579	1.15	45,742	1.18	46,904	1.21	47,680	1.23
3	41,477	1.07	43,028	1.11	43,803	1.13	44,966	1.16	46,517	1.2	47,680	1.23	48,843	1.26	49,618	1.28
4	43,028	1.11	44,966	1.16	45,742	1.18	46,904	1.21	48,455	1.25	49,618	1.28	50,781	1.31	51,556	1.33
5	44,966	1.16	46,904	1.21	47,680	1.23	48,843	1.26	50,393	1.3	51,556	1.33	52,719	1.36	53,494	1.38
6	46,904	1.21	48,843	1.26	49,618	1.28	50,781	1.31	52,331	1.35	53,494	1.38	54,657	1.41	55,433	1.43
7	48,843	1.26	51,168	1.32	51,944	1.34	53,494	1.38	54,657	1.41	55,820	1.44	56,983	1.47	57,758	1.49
8	50,781	1.31	53,494	1.38	54,270	1.4	56,208	1.45	56,983	1.47	58,534	1.51	59,697	1.54	60,472	1.56
9	52,719	1.36	55,433	1.43	56,208	1.45	58,534	1.51	59,697	1.54	61,247	1.58	62,410	1.61	63,185	1.63
10	55,045	1.42	57,758	1.49	58,534	1.51	61,247	1.58	62,410	1.61	63,961	1.65	65,124	1.68	65,899	1.7
11	57,371	1.48	60,084	1.55	60,859	1.57	63,573	1.64	64,736	1.67	66,286	1.71	67,449	1.74	68,225	1.76
12	59,697	1.54	62,410	1.61	63,185	1.63	65,899	1.7	67,062	1.73	68,612	1.77	69,775	1.8	70,550	1.82
13	60,859	1.57	63,573	1.64	64,348	1.66	67,062	1.73	68,225	1.76	69,775	1.8	70,938	1.83	71,713	1.85
14	61,635	1.59	64,348	1.66	65,124	1.68	67,837	1.75	69,000	1.78	70,550	1.82	71,713	1.85	72,489	1.87
15	62,022	1.6	65,124	1.68	66,093	1.705	68,806	1.775	69,969	1.805	71,520	1.845	72,683	1.875	73,458	1.895
16	62,410	1.61	65,511	1.69	66,480	1.715	69,194	1.785	70,357	1.815	71,907	1.855	73,070	1.885	73,845	1.905
17	62,798	1.62	65,899	1.7	66,868	1.725	69,581	1.795	70,744	1.825	72,295	1.865	73,458	1.895	74,233	1.915
18	63,185	1.63	66,286	1.71	67,256	1.735	69,969	1.805	71,132	1.835	72,683	1.875	73,845	1.905	74,621	1.925
19	63,961	1.65	67,062	1.73	68,031	1.755	70,744	1.825	71,907	1.855	73,458	1.895	74,621	1.925	75,396	1.945
20	64,736	1.67	67,837	1.75	68,806	1.775	71,520	1.845	72,683	1.875	74,233	1.915	75,396	1.945	76,171	1.965
21	65,511	1.69	68,612	1.77	69,581	1.795	72,295	1.865	73,458	1.895	75,008	1.935	76,171	1.965	76,947	1.985
22	65,511		68,612		69,581		72,295		73,458		75,008		76,171		76,947	
23	65,511		68,612		69,581		72,295		73,458		75,008		76,171		76,947	
24	66,286	1.71	69,388	1.79	70,357	1.815	73,070	1.885	74,233	1.915	75,784	1.955	76,947	1.985	77,722	2.005
25	66,286		69,388		70,357		73,070		74,233		75,784		76,947		77,722	
26	66,286		69,388		70,357		73,070		74,233		75,784		76,947		77,722	
27	67,062	1.73	70,163	1.81	71,132	1.835	73,845	1.905	75,008	1.935	76,559	1.975	77,722	2.005	78,497	2.025

.5% increase on base with 1 index step increase

APPENDIX B-EXTRA DUTY ASSIGNMENTS

2012-13 Step Freeze 2013-14 Step Freeze

- A. All extra professional duties or additional teaching assignments are made at the discretion of the Board on temporary or annual basis.
- B. In the event that additional compensation is to be provided, the amount of the compensation will be determined according to the following:
 1. Student activity assignments will be compensated according to the Student Activity Assignment Schedule.
 2. When compensation is to be provided to a member on an hourly basis for a teaching assignment outside of the normal school day or year or for a special project and/or committee assignment such as a summer curriculum work, the hourly rate will be established by the Board with a suggested range between 0.0005 and 0.0009 times the annual base salary.
 3. When a secondary teacher agrees to teach an additional class beyond the normal teaching day, the teacher will be paid an additional amount equal to the percentage of overload multiplied by the member's salary.

Normal Course Assignments for Teachers	Percentage for Additional Class
---	------------------------------------

4	25.00%
5	20.00%
6	16.67%
"n"	1/n

4. Elementary teachers who agree to teach an additional class beyond the normal teaching day will be entitled to compensation for any resulting reduction in the average daily planning time afforded all elementary teachers. If a member agrees to a schedule with reduced planning time, the compensation rate will be 2% of the member's salary for each 30 minutes reduction in planning.
 5. The Board may appoint a chairperson for an academic department at the Middle School, High School and for other standing committees such as the K-2 Early Grades Committee. Additional compensation for the assignment will be made at a rate of one percent (1%) to five percent (5%) of the base salary. The specific percentage to be paid will be established annually by the Superintendent. Compensation for years of service in that particular assignment will be based on the first seven steps of the B.A. schedule.
 6. Compensation for secondary independent study programs for up to five students in a single course of study will be a maximum of five (5%) of the base salary. Compensation for years of service in that particular assignment will be based on the first seven steps of the BA schedule. Receiving compensation under this clause must be mutually agreed to by the teacher and administration. Independent study programs must represent courses which are advanced offerings beyond the present curriculum or the result of a scheduling conflict which makes it necessary for a student to complete a required course through Independent Study.
- C. When a new extra duty position, payment schedule or rate is to be established, it will be reported to the Association. The Association will notify the Board if it wishes to negotiate concerning the proposed schedule or rate.
- D. Student Activity Assignment Schedule
1. The percentage listed for each of the following student activity assignments is a total percentage which may be shared by more than one person. (Example: Two people serving as senior high student council advisors would each receive 2.5%).

%	Activity
15	Band High School
10	Band Middle School
19	Band Combined M.S./H.S. (if one person directs)
2	Band Trip
15	High School Vocal Music
10	Middle School Vocal Music (MP3)
3	Choir - Elementary Children's Choir
6	Class Sponsor(s)-Senior
5	Class Sponsor(s)-Junior
4	Class Sponsor(s)-Sophomore

- 4 Class Sponsor(s)-Freshmen
- 2 Close Up Program (each trip)
- 8 Debate
- 3 Destination Imagination - Elem. Co-ord.
- 9 Drama High School (if two people direct)
- 6 Drama High School (if one person directs)
- 6 Drama Middle School
- 7 Dutch Dance (if one person directs)
- 5 Dutch Dance (if assistant is hired)
- 3 Dutch Dance Assistant
- 10 Foreign Exchange Coordinator(s) (with trip during summer months)
- 7 Foreign Exchange Coordinator(s) (with trip during school year)
- 6 Homeless Liaison
- 3 Forensics
- 2 High School Musical - Choreographer
- 2 High School Musical - Orchestra Lead
- \$10 per Lunch period/locker room supervision
- 4 National Honor Society Advisor
- 3 NCA Chairperson (Elementary)
- 3 NCA Chairperson (Middle School)
- 3 NCA Chairperson (High School)
- 10 NCA High School Leaders
5 positions @ 2% per position
(1 per department/grade level and 1 per specialist group)
- 8 NCA Middle School Leaders
4 positions @ 2%
(1 per department/grade level and 1 per specialist group)
- 8 NCA Elementary School Leaders
1 position per building @ 2%

- 3 Odyssey of the Mind - Elementary Coordinator
- 3 Odyssey of the Mind - Secondary Coordinator

Outdoor Education Coordinator(s) per event for extended stay camping
 3 events of 2 or more nights

- 3 Quiz Bowl
- 1.5 Quiz Bowl Assistant

- 6 Science Olympiad - High School

- 2 Student Congress Advisor
- 4 Student Council - High School
- 4 Student Council - Middle School

- 4 Student Leadership Council

- 5 Vocal Music
- 6 Yearbook Middle School
- 8 Yearbook High School

% Athletics

- 10 Baseball - Varsity
- 7 Baseball - J.V.
- 7 Baseball - 9th Grade

- 14 Basketball - Girls Varsity
- 9.8 Basketball - Girls J.V.
- 9.1 Basketball - Girls 9th Grade
 - 6 Basketball - Girls 8th Grade A Team
 - 5 Basketball - Girls 8th Grade B Team
 - 6 Basketball - Girls 7th Grade A Team
 - 5 Basketball - Girls 7th Grade B Team

- 14 Basketball - Boys Varsity
- 9.8 Basketball - Boys J.V.
- 9.1 Basketball - Boys 9th Grade
 - 6 Basketball - Boys 8th Grade A Team
 - 5 Basketball - Boys 8th Grade B Team
 - 6 Basketball - Boys 7th Grade A Team
 - 5 Basketball - Boys 7th Grade B Team

- 5 Cheer - Fall Sideline Varsity

- 2.5 Cheer - Fall Sideline JV
- 7 Cheer - Winter Competitive Varsity
- 5 Cheer - Winter Competitive Asst

- 6 Middle School Cross Country (boys and girls combined)
- 9 High School Cross Country (boys and girls combined)

- 14 Football - Varsity
- 9 Football - Varsity Asst.
- 9 Football - Varsity Asst
- 9 Football - J.V.
- 9 Football - J.V. Asst.
- 9 Football - Freshman
- 9 Football - Freshman Asst.
- 6 Football - 8th grade
- 6 Football - 8th grade Asst.
- 6 Football - 7th Grade
- 6 Football - 7th Grade Asst.

- 7.5 Golf Varsity Boys
- 7.5 Golf Varsity Girls
- 5.25 Golf JV Boys
- 5.25 Golf JV Girls

- 10 Soccer - Varsity
- 7 Soccer - J.V.
- 6 Soccer - Middle School Boys
- 6 Soccer - Middle School Girls

- 10 Softball - Varsity
- 7 Softball - J.V.
- 7 Softball - 9th Grade

- 12 Swim - Boys Varsity
- 8 Swim - Boys Assistant/Diving
- 6 Swim - Boys Middle School
- 12 Swim - Girls Varsity
- 8 Swim - Girls Assistant/Diving
- 6 Swim - Girls Middle School

- 9 Tennis - Girls
- 9 Tennis - Boys
- 6.3 Tennis - J.V. Girls
- 6.3 Tennis - J.V. Boys

- 10 Track - Girls Varsity
- 10 Track - Boys Varsity
- 7 Track - Girls Varsity Assistant
- 7 Track - Boys Varsity Assistant
- 6 Track - Girls Middle School
- 6 Track - Boys Middle School
- 5.25 Track - Middle School Assistant

- 13 Volleyball - Varsity
- 9.1 Volleyball - J.V.
- 8.4 Volleyball - Freshman
- 6 Volleyball - 8th Grade Girls A Team
- 5 Volleyball - 8th Grade Girls B Team
- 6 Volleyball - 7th Grade Girls A Team
- 5 Volleyball - 7th Grade Girls B Team

- 13.5 Wrestling - Varsity
- 8.7 Wrestling - Assistant
- 8.1 Wrestling - Middle School
- 7 Wrestling - Middle School Asst.

2. Each foreign exchange coordinator will be reimbursed up to \$100 per week for expenses directly related to hosting an exchange school or when traveling abroad with the program. These expenses are subject to the approval of the administration.
3. A Secondary Dean of Students position, when implemented, would be compensated at a minimum of base pay on the Administrative per diem rate multiplied by the percentage of the teaching day assigned as Dean of Students multiplied by the number of days contracted. Any payment above the minimum rate must be outlined in a Letter of Agreement between the Board of Education, the HEA and the member assigned to the position.
4. Compensation for student activity schedule assignments will depend on the number of years of service in that particular activity and will be based on the first seven (7) steps of the B.A. schedule. Previous experience in the same activity in another school district will be credited for compensation according to the procedure stated above. A member has the choice of the following payment options:
 - a. Have the extra duty pay added to regular salary and paid in equal installments;
 - b. Receive extra duty pay in a lump sum at the end of the school year;
 - c. Receive extra duty pay in a lump sum pay on the first pay period after his or her assignment is completed.
5. A member shall be entitled to have a representative, of his/her choice, from the association, present during any disciplinary action or discussion that may lead to disciplinary action when such action may become part of the member's personnel file. An opportunity for the requested representation shall be afforded the member as soon as it is requested. Any discussion begun will be discontinued until the Association representative is present. The discontinued meeting must be held within two working days of the original start of the meeting.

**APPENDIX C
GUIDELINES FOR NEGOTIATIONS LANGUAGE**

- A. It is understood that terms and conditions of employment provided in this Agreement shall remain in effect until altered by mutual agreement in writing between the parties. Nevertheless, because of the special nature of the public educational process, it is likewise recognized that matters may from time to time arise of vital mutual concern of the parties which have not been fully, or adequately negotiated between them. It is in the public interest that the opportunity for mutual discussion of such matters be provided. The parties accordingly undertake to cooperate in arranging meetings, selecting representatives for discussion, furnishing necessary information and otherwise constructively considering and resolving any such matters.
- B. Not later than March 1 of the final year of this Agreement, the parties shall begin negotiations for a successor agreement.
- C. It is agreed that prior to the commencement of formal negotiations, both parties will design procedures that will guide negotiations for that year's contract.
- D. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. Each party may select its representatives from within or outside the school district.
- E. Each unit may bring resource people to meetings by notifying the other unit twenty-four (24) hours prior to that meeting.
- F. It is recognized that no final agreement between the parties may be executed without ratification by the majority of the Board of Education and by a majority of the membership of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and reach agreements in the course of negotiations or bargaining, subject only to such ultimate ratification.
- G. The Board agrees that whenever the association and the Board mutually agree to engage in contract negotiations during the school day, representatives of the Association will be relieved from all regular duties without loss of pay in order to permit their participation in such meetings; provided, however, that the Association shall advise the Board, before such mutual agreement, of the maximum number of teachers to be so involved.
- H. The members of the teachers' association have a right to know what their representatives are saying at the table. The taxpayers and citizens of the school district have a right to know what is said by their representatives.

**APPENDIX D
MENTOR TEACHER GUIDELINES**

- A. Participation of member as a mentor shall be voluntary. The mentor will be compensated \$200 for the first year, \$150 for the second year and \$100 for the third year.
- B. Mentor Teachers will be assigned only one (1) mentee at a time unless the mentor agrees to take more than one at the request of the administration. Once a mentor accepts the position, he/she will continue in

that position for the duration of the probationary period unless the administration decides to release the mentor or the administration reassigns the mentor.

- C. The administration shall in no way hold the mentor teacher responsible for the performance of the teacher being mentored.
- D. Evaluations of the mentor or mentee will not be affected by this relationship.
- E. Administrators will not serve as mentor teachers.

APPENDIX E JOB SHARING

A. Application

1. Approval of any job sharing proposal will be at the discretion of the administration and the Hamilton Board of Education. Requests for a job sharing assignment must be submitted no later than March 1 for the following school year.
2. At the elementary level, there will be a maximum of one job sharing position per grade level per building. At the middle school level, there will be a maximum of one job sharing position per team, per grade level. At the high school level, there will be a maximum of one job sharing position per department. Additional job sharing positions at each of the preceding levels may be granted with supervising principal support, granted by the Superintendent and with permission of the Board.
3. In filling a vacant position, the Board may consider the professional qualifications and experience of each applicant including the length of employment with the district along with the needs of the class and/or building.

B. Expectations & Rights

1. Determination of conditions of employment such as teaching, planning time, supervision time, meeting obligations, salary, benefits and accumulation of seniority will be in accordance with the provisions of the Professional Agreement between the Hamilton Education Association and Hamilton Community Schools.
2. A participant in a job sharing arrangement will have access, on the same basis as other part time employees, to an available full time position for the following school year if they have the appropriate certification, qualifications and seniority.
3. Members in a full-time job sharing assignment will have the same rights and expectations as if the position was held by one full-time member. While not required, there is an acknowledgment that members serve on professional committees and take on extra duties on the same volunteer basis as other full time employees.
4. Members employed part-time, at least more than 2/5ths (40% of a F.T.E. teaching load) are expected to attend all regular faculty meetings, Parent-Teacher Conferences, in-service meetings, I.E.P.T. meetings, building committee meetings, district committee meetings and whatever extra meetings are expected of a full-time employed member. Compensation for these duties is vision and dental insurance equal to a full membership.

C. Vacancies and Terminations

1. If one member of a job sharing team transfers to a full time position, resigns, or is terminated, the other member will continue the assignment on either a full or part-time basis as determined by the Board and administration.
2. If a shared-time position becomes vacant, the remaining member may first attempt to fill the position as a shared-time position from individuals within the present teaching staff. If the shared-time position cannot be filled with individuals within the present teaching staff, the Board will be under no obligation to hire individuals on a shared-time basis to fill the vacancy.
3. If a job share position has a change in employment status during the course of the school year, due to resignation, termination or transfer to full time employment, the remaining member of the team will continue employment at his/her current level for the remainder of the school year.

Hamilton Community Schools 2011–2012 Calendar



HCS 2012/2013 Staff Calendar

	SEPTEMBER 2012	OCTOBER 2012	NO SCHOOL-Full Day																																																																																																									
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	Nov. 26		Records Day																																																																																																									
	Dec. 24–Jan. 4		Christmas Break																																																																																																									
	January 21-24		P/T Conf. MS & HS																																																																																																									
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	February 28		End Trimester 2																																																																																																									
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			High School ½ Day 7:38 am – 10:38 am																																																																																																									
			Middle School Full Day 7:43 am – 2:43 pm																																																																																																									
			Middle School 1/2 Day 7:43 am – 10:43 am																																																																																																									
			Elementary Full Day 8:30 am – 3:40 pm																																																																																																									
			Elementary 1/2 Day 8:30 am – 11:40 am																																																																																																									

LETTER OF AGREEMENT

This Letter of Agreement is entered into between the Hamilton Community Schools Board of Education and the Hamilton Education Association, and is effective through August 31, 2012.

The HEA and Board of Education agree to a freeze in pay for all Appendix B extra duty positions for the 2011-2012 contract. Pay for all positions will remain at the 2009-2010 contractual levels.

Signed and dated by union and Board on August 2, 2011 (David Tebo, Jim Young, Kathy Babcock)

LETTER OF AGREEMENT

This Letter of Agreement is entered into between the Hamilton Community Schools Board of Education and the Hamilton Education Association, and is effective through August 31, 2012.

The Board and HEA agree that full time teachers in Hamilton Community Schools will be given an off schedule payment of \$300 for the 2011/2012 school year. Part time members will receive a payment prorated to FTE. The payment will be received in a lump sum in the first pay period of October 2011.

Signed and dated by union and Board on August 11, 2011 (David Tebo, Jim Young, Kathy Babcock)

LETTER OF AGREEMENT

This Letter of Agreement is entered into between the Hamilton Community Schools Board of Education and the Hamilton Education Association, and is effective through August 31, 2012.

The Board and HEA agree that if a member is delinquent in completing grades at the end of a marking period, said member will be required to report for the next records day. The member will be in residence for the contracted 7.5 hour day, or until grades for that marking period are turned in.

Signed and dated by union and Board on August 11, 2011 (David Tebo, Jim Young, Kathy Babcock)

LETTER OF AGREEMENT

This Letter of Agreement is entered into between the Hamilton Community Schools Board of Education and the Hamilton Education Association, and is effective through August 31, 2012.

The Board and HEA agree that after thorough consultation with legal counsel representing both parties, existing contract language will be removed that is no longer subject to bargaining.

Signed and dated by union and Board on August 11, 2011 (David Tebo, Jim Young, Kathy Babcock)

LETTER OF AGREEMENT
2012-13 Negotiations Letter A

This Letter of Agreement is entered into between the Hamilton Community Schools Board of Education and the Hamilton Education Association and is effective through August 31, 2014.

The HEA and Board of Education agree to temporarily suspend the contract language found in Article V MEMBER RESPONSIBILITY A. 3 that states travel time will be considered supervisory. It is agreed that this time will be counted as time worked in the teacher's normal school day, but not as time supervising students.

(Signed and dated on 2/20/13 by Chad Miller and David Tebo)

Hamilton Community Schools

Hamilton Education Association

Date

Date

LETTER OF AGREEMENT
2012-13 Negotiations Letter B

This Letter of Agreement is entered into between the Hamilton Community Schools Board of Education and the Hamilton Education Association and is effective beginning July 1, 2013 through August 31, 2014.

The HEA and Board of Education agree to allow any teachers requesting to opt out of their current union to do so during a period extending from August 1, 2013 to August 31, 2013 to coincide with the Michigan Education Association's membership year should the current law signed by the Governor during the current negotiations process take effect during this contract.

(Signed and dated on 2/20/13 by Chad Miller and David Tebo)

Hamilton Community Schools

Hamilton Education Association

Date

Date

LETTER OF AGREEMENT
2012-13 Negotiations Letter C

This Letter of Agreement is entered into between the Hamilton Community Schools Board of Education and the Hamilton Education Association and is effective through August 31, 2014.

The Board of Education agrees to allow the HEA to choose its health insurance provider provided the following stipulations are met.

- There may be only one change of health insurance provider during a twelve (12) month rolling time frame, unless agreed to by the HEA and the Board of Education.
- The union agrees to provide the district with 60 days prior notice for effective implementation of the new plan.

(Signed and dated on 2/20/13 by Chad Miller and David Tebo)

Hamilton Community Schools

Hamilton Education Association

Date

Date

LETTER OF AGREEMENT
2012-13 Negotiations Letter D

This Letter of Agreement is entered into between the Hamilton Community Schools Board of Education and the Hamilton Education Association and is effective for the 2012-2013 school year.

The HEA and Board of Education agree to a .5% off schedule payment for the 2013 fiscal year. This payment will be based on the members current salary.

(Signed and dated on 2/20/13 by Chad Miller and David Tebo)

Hamilton Community Schools

Hamilton Education Association

Date

Date

LETTER OF AGREEMENT
2012-13 Salaries for Newly Hired Staff Letter E

Upon the settlement and subsequent ratification of the 2012-13 and 2013-14 contract, Schedule A – Salaries was adjusted, mid-year, to reflect the agreed upon salary schedule. This adjustment included both a .5% increase to the base salary, and a ½ step due to experience with the district. Because five staff members were hired in the summer prior to the 2012-13 school year, this caused an inconsistency in their salaries since they were placed on full step locations when hired, but their current step was redefined as a half-step lower with the ratification of the 2012-13 contract. In order to rectify this situation and ensure that those teachers are compensated fairly, Hamilton Education Association and the Board of Education mutually agree to the following salary changes which represent only a .5% increase to the salaries promised them.

This agreement will expire at the end of the 2012-13 fiscal year and the teachers will be placed on the indicated step with the beginning of the 2013-14 fiscal year. This agreement does not affect Schedule A or the salaries of any staff members other than those specifically named below. This agreement is subject to all other provisions of the contract.

The salary changes described above are:

Name	Hired at Step	Hired at Salary	2012-13 Adjusted Salary	2013-14 Step
Kali Fausett	BA-Step 3	\$41,066	\$41,271	Step 4
Jennifer Gerwig	BA-Step 4 (.65 FTE)	\$27,691	\$27,829	Step 5
Danielle Scarth	BA-Step 2.5	\$40,298	\$40,499	Step 3.5
Ned VanFarowe	BA30-Step 2	\$41,449	\$41,656	Step 3
Michelle Yaquinto	BA-Step 3	\$41,066	\$41,271	Step 4

(Signed and dated on 2/20/13 by Chad Miller, Ray Buursma and David Tebo)

 For the District

 For the HEA

 For the District

 For the HEA

 Date

 Date

**ARTICLE XVI
DURATION OF AGREEMENT**

This Agreement shall become effective March 11, 2013, and remain in effect until August 30, 2014 in all matters.

**HAMILTON COMMUNITY SCHOOLS
BOARD OF EDUCATION**

_____	Date Ratified
_____	/s/ Gord Poll, President
_____	/s/ Steve Spaman, Vice President
_____	/s/ Beth Zoet, Secretary
_____	/s/ Rick Kooiker, Treasurer
_____	/s/ Ronald G. Eding, Trustee
_____	/s/ Loren Joostberns, Trustee
_____	/s/ Melissa VanDerHulst, Trustee

HAMILTON EDUCATION ASSOCIATION

_____	Date Ratified
_____	/s/ Chad Miller, Co-President
_____	/s/ Ray Buursma, Co-President
_____	/s/ Kevin Weed
_____	/s/ Jodie Ferrell
_____	/s/ Kim Suhusky