

MASTER AGREEMENT
BETWEEN
THE HUDSONVILLE BOARD OF EDUCATION
AND
THE HUDSONVILLE EDUCATION ASSOCIATION

AUGUST 27, 2007 - AUGUST 26, 2011

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MASTER CONTRACT

This Agreement entered into this 27th day of August, 2007, by and between the Board of Education of the Hudsonville Public Schools, Hudsonville, Michigan, hereinafter called the "Board," and the Hudsonville Education Association, MEA-NEA, hereinafter called the "Association."

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I

Recognition

- A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined to the extent required by Section II of Act 336, Public Act of 1947, as amended, for all professional personnel, including personnel on tenure, probation, classroom teachers, counselors, librarians, speech therapists, remedial reading teachers, school social workers and school psychologists employed by the Board but excluding supervisory and executive personnel and office and clerical employees. The term "teacher," when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined. All references to "he" or "she" shall refer to persons of either gender.
- B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted, up to but not including arbitration, without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, provided that the bargaining representative has been given opportunity to be present at such adjustment.
- C. Within thirty (30) days of the beginning of their employment hereunder, teachers may sign and deliver to the Board an assignment authorizing deduction of membership dues of the Association (including the National Education Association, the Michigan Education Association, and the Hudsonville Education Association). Such sum shall be deducted as dues from the regular salaries of all teachers who have signed and delivered said assignment, and remitted monthly to the Association.
- D. Nothing contained herein shall be construed to deny or restrict to said teacher, rights he/she may have under the Michigan General Laws or applicable civil service laws and regulations.

ARTICLE II

Financial Responsibility

A. Each employee covered by the negotiated agreement between the Board and the Association shall, as a condition of employment, on or before thirty-one (31) days from the date of commencement of professional duties, join the Association or pay a service fee to the Association equivalent to the amount of dues uniformly required of the members of the HEA/MEA/NEA, less any amounts not permitted by law; provided, however, that the bargaining unit member may authorize payroll deduction for such fee. In the event that the bargaining unit member shall not pay such service fee directly to the Association or authorize payment through payroll deduction, the Board shall, at the request of the Association, deduct the service fee from the bargaining unit member's salary and remit the same to the Association under the procedure provided below.

B. The procedure in all cases of non-payment of the service fee shall be as follows:

The Association shall notify the teacher of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for wage deducted may be filed with the Board in the event compliance is not affected.

If the teacher fails to remit the service fee or authorize deduction for same, the Association may request the Board to make such deduction pursuant to the opening paragraph above.

The Board, upon receipt of request for involuntary deduction, shall provide the teacher with an opportunity for a due process hearing limited to the question of whether or not the teacher has remitted the service fee to the Association or authorized payroll deduction for same.

C. Pursuant to Chicago Teachers' Union v Hudson, 106 S Ct 1066 (1986), the Association has established a "policy regarding objections to political-ideological expenditures." That policy and the administrative procedures (including the timetable for payment) pursuant thereto applies only to non-Association bargaining unit members. The remedies set forth in that policy shall be exclusive and, unless and until such procedures (including any administrative or judicial review thereof) shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement.

D. Due to certain requirements established in recent court decisions, the Association represents that the amount of the fee charged to non-members, along with other required information, may not be available and transmitted to non-members until mid-school year (December, January or February). Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the representation fee by non-

members shall be activated thirty (30) days following the Association's notification to non-members of the fee for that given school year.

E. The Association shall indemnify and save the Board harmless against and from any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken by the Board for the purpose of complying with the Association security/agency shop provision of this Article. The Association shall, when the Board is sued individually or jointly, make available competent legal counsel for such defense at the expense of the Association and the Michigan and National Education Associations. The Association shall have the right to negotiate a settlement with any teacher whose wages have been subject to involuntary deduction under this Article.

F. General Provisions

Sections A through E of this Article shall be effective for each school year of this Agreement, and all sums payable hereunder shall be determined from the beginning of each school year. Persons becoming members of the collective bargaining unit during the course of any school year shall have their service fee prorated over the school year.

Authorization for dues deduction shall continue in effect unless revoked in writing. Pursuant to such authorization, the Board shall deduct such dues beginning in October on a schedule to be determined between the Business Office and the Association. Deductions for teachers employed after the commencement of the school year and/or who begin dues or fee payments after October shall be approximately prorated to complete payments no later than the following June.

The Association will certify at least annually to the Board ten (10) days prior to the date of the first payroll deduction for professional fees or service fees the amount of the service fee to be deducted by the Board.

ARTICLE III

Teacher Rights

A. Pursuant to Act 336 of the Public Acts of 1947, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 336 or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages or any terms or conditions of employment by reason of his/her membership in the Association, his/her participation in any activities of the Association or collective professional negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

- B. The Board and the Association specifically recognize the right of each to invoke the assistance of the State Labor Mediation Board, or a mediator from such public agency.
- C. No teacher shall be prevented from wearing insignia, pins or other identification of membership in the Association either on or off school premises. One bulletin board, as provided in each teachers' lounge, shall be made available to the Association and its members.
- D. Complaints. Any complaint by a parent, student or a District employee which is directed toward a teacher shall be promptly called to the teacher's attention if considered serious enough by the appropriate administrator to add to the teacher's personnel file. Prior to the complaint being placed in the teacher's personnel file, the teacher shall be given the opportunity to provide background information and the District shall conduct an appropriate investigation to determine if there exists a legitimate basis for the complaint. In the event the District concludes there is not a legitimate basis for the complaint, the complaint will not be placed in the personnel file of the teacher. If such a complaint is kept in a District file, other than the personnel file, it shall include an attachment stating the complaint was investigated and there was no legitimate basis for the complaint. Any disciplinary actions resulting from complaints shall conform to the requirements in the contractual disciplinary procedures contained elsewhere in this Agreement and shall be subject to the grievance procedure (Article XVI of the Master Agreement).
- E. Personnel File. Each bargaining unit member shall have the right upon request to review the contents of his/her own personnel file. A representative of the Association may be requested to accompany the member in such review. The Board may also have a representative present during the review. The bargaining unit member may submit a written response regarding any material placed in his/her file, and this response shall be attached to the file copy of the material in question and will be included with any copies of the material that are provided to third parties.
- F. The Association shall have the free use of school facilities for holding Association meetings during reasonable hours. Request for the use of school facilities will be made in a manner consistent with present policy for building use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use.
- G. At the beginning of every school year, the Association will be credited with twelve (12) days leave to be used by the teachers who are officers or agents of the Association. The Association will pay for substitute wages for usage beyond five (5) days. The Association agrees to notify the Board no less than forty-eight (48) hours in advance of taking such leave. A teacher may not use any more than four (4) days during any school year without approval from the Superintendent.
- H. Freedom of Information Act. Upon the District receiving a Freedom of Information Act (FOIA) request for the records, the personnel file, or any portion thereof, of any teacher, the District shall notify the teacher and the Association by e-mail or telephone and shall upon the teacher's written request provide to the teacher and/or the Association a copy of the FOIA request as well as copies of all documents and communications received by the

District related to the FOIA request. Thereafter, if requested in writing, the District will provide the teacher with copies of all communications and documentation sent to the requesting party by or on behalf of the District.

ARTICLE IV

Professional Compensation

- A. The salaries of teachers covered by this Agreement are set forth in Schedule A, which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the term of this Agreement.
- B. Teachers, other than those in their first three (3) years of employment in classroom teaching who have not fulfilled their State-mandated professional development requirements, shall not be required to report more than two (2) days prior to the beginning of classes in the current school year or to remain more than two (2) days after the school year is completed. (See School Calendar attached.)
- C. Compensation and Related Benefits

Salary Checks and Deduction

Professional personnel shall receive their contract salary in either twenty-six (26) or twenty-one (21) equal payments or every two (2) weeks during the school year. The 21-payments option must be exercised prior to the first pay period in the new school year. Payments shall be in the form of a deposit made in the name of each teacher with a bank that accepts electronic transfers designated by the teacher or by payroll check. A deposit receipt indicating a summary of earnings and deductions together with the net amount of each deposit shall be furnished to the teacher on the day of deposit. In addition to the usual deductions, teachers may make contributions to credit unions and tax-deferred annuities designated by the Board of Education and the MEA Financial Services Long Term Care Program by authorizing appropriate payroll deductions. The available annuities shall be limited to those meeting the 403(b) plan document participation requirements. A list of the approved plans will be provided to staff annually.

Retiring staff members will be paid in full on the last payroll in June following their last year of service.

Teachers paid for extra contracts have the choice of receiving pay in a lump sum when the activity is completed or a pro-ration for the amount of the activity completed in December and the balance at the close of the school year.

- D. Classroom teachers scheduled to work beyond the 183 contract days stated in Appendix C (up to 186 contract days for teachers in their first three (3) years of employment in classroom teaching who have not fulfilled their State-mandated professional development requirements), except in the case of “make-up days” for school closing as outlined in

Article XXIV - Calendar, shall be compensated on a per diem basis. The per diem amount shall be determined by dividing the employee's annual salary schedule in effect by 183. Non-classroom staff shall be given the option of receiving compensatory release time or be compensated on a per diem basis based on the employee's current annual salary schedule divided by 183 for all time worked beyond the normal school calendar. Days scheduled beyond the normal school calendar must be approved in advance by the appropriate administrator.

ARTICLE V

Teaching Hours

- A. Teachers will arrive at school and be present at their teaching station at least ten (10) minutes prior to the beginning of the students' school day and will not leave until at least ten (10) minutes for the secondary and eight (8) minutes for the elementary after school has closed for the day.

In no event shall the length of continuous time of the work day exceed seven (7) hours, five (5) minutes.

The student day for all teachers shall begin no earlier than 7:45 a.m. and end no later than 3:37 p.m. provided that the length of the work day shall not be increased beyond the length defined in A.1. above.

- B. Each member of the Instructional Staff shall have a minimum of thirty-five (35) minutes for elementary and thirty (30) minutes for secondary of duty-free lunch period from all school-related activities daily.

Noon hour supervision on the elementary level shall be assumed by a legally competent adult other than a member of the school staff. Noon hour supervision on the secondary level shall continue as presently established.

- C. Staff members shall attend all school functions scheduled during periods they would normally be assigned classes. Teacher assistance in the selection of assemblies will be solicited.

- D. All teachers shall attend up to two (2) hours of required teachers' meetings a month, general or divisional, beginning no later than fifteen (15) minutes after the dismissal of the students or no earlier than one (1) hour prior to the start of the regular student day but in no event earlier than 7:15 a.m. (Secondary make-up meetings for staff who were unable to attend the regular staff meeting may start no earlier than 7:05 a.m.) The administration shall not schedule more than two (2) required meetings per month and shall specify which meetings are required. Any additional meetings shall be considered voluntary. Unless the building administrator shall excuse the teacher prior to the required meetings, teachers are expected to attend. At least five (5) days' notice will be given prior to a scheduled teachers' meeting. Part-time teachers shall be expected to attend all required monthly teachers' meetings, departmental meetings, grade level meetings and

parent-teacher conferences as a full-time employee. Attempts shall be made to vary the meeting days and times. Part-time teachers that are requested and choose to attend professional development time that occurs on their scheduled time off shall be compensated for such time at the curriculum work rate under Article XXI, Section B.4.

- E. In the event that the student dismissal times are later than 3:00 p.m., the administration will work with the Hudsonville coaches adversely affected by this change to provide appropriate classroom supervision so that those coaches are able to attend the games and contests they coach in a timely manner. In the event a coach's teaching schedule does not allow the coach to be present for team practices immediately after the dismissal of secondary students, the administration will assist in scheduling appropriate practice times taking into consideration the teacher's work day, and provide appropriate supervision of the students between school dismissal and their practice time.
- F. Fall and Spring all school parent-teacher conferences shall be scheduled during the times specified in the calendar (Appendix C) or as otherwise mutually agreed to (for calendar considerations see F. 5., below). Teachers shall be present during the times the teacher has scheduled individual conferences (as in the elementary). In the event the teacher does not have individually scheduled conferences (for example, the secondary conferences), he/she shall be present in the building during the normal hours of the work day and for at least two and one-half (2 1/2) hours during the evening conference periods.

Afternoon conferences shall be scheduled during the normal school hours, unless a teacher agrees to schedule individual conferences outside the normal work day.

Evening conferences shall be scheduled within a two and one-half (2 1/2) hour time block between 5:30 and 9:00 p.m., unless a teacher agrees to schedule individual conferences outside this 2 1/2 hour time block.

Conference times are shown in the Parent-Teacher Conference Schedule attached to Appendix C.

A building administrator shall be present in the building during any scheduled conferences.

By at least two-thirds (2/3) vote of the teachers in the building, each building shall have the option of modifying the evening conference schedule. The building teachers, with the approval of the principal, shall be able to change the scheduled evening(s) for conferences. Changes must be kept within a three week time span (no more than one week prior to, or one week after, the calendar and time frames set in Appendix C. for parent-teacher conferences).

ARTICLE VI

Teaching Loads and Assignments

- A. Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not be assigned, except temporarily and for good cause, outside the scope of their teaching certification or their major or minor field of study. The Board will diligently attempt to carry out the above, making exceptions only when absolutely necessary.
- B. Teachers who will be affected by a change in grade assignments in the elementary school grades and by changes in subject assignment in the secondary school grades will be notified by their principals as soon as practicable and with tentative assignment given before June 1st. Such changes will be voluntary to the extent possible. Voluntary changes in assignments between two or more teachers within an elementary school are permitted with the approval of the building principal and prior notification to the Association. Every effort will be made to avoid reassigning probationary elementary school teachers to different grade levels unless the same is necessary for the school district's well-being or unless the teacher requests such change.
- C.
 - 1. When, prior to June 1, a classroom opening is known to exist in an elementary building for the upcoming school year, the building principal may post that opening for three (3) school days within the respective school building only. The posting will solicit individuals for voluntary reassignment to the upcoming opening. The posting shall be filled using the criteria in Article VIII.C.2. If no one applies for the voluntary assignment, the opening shall be treated as a vacancy per Article VIII.B.
 - 2. Once all assignments are completed within an elementary building, the remaining vacancy, if any, shall be posted school-wide as a "Non-School Year Vacancy" as per Article VIII.B.
 - 3. All secondary teachers shall have one (1) conference period per day. Unless agreed otherwise, such conference time shall not include actual travel time from one building to another and/or supervised lunch periods.
 - 4. All elementary teachers shall have one fifty minute conference period per day for planning during the students' regular day. Specialist teachers may modify their daily fifty (50) minute block of planning time with the administration's written approval.

Part time teacher's planning time shall be pro-rata based on the teacher's pro-rata teaching assignment.

Conference time for classroom teachers shall normally be scheduled in conjunction with the time scheduled for specialists' instruction and shall not include supervision of students or travel time from one building to another.

The purpose of block planning time is to allow teachers to collaboratively plan. When block planning time is provided by the District, the scheduling of the collaborative planning will be determined by the teachers involved, provided that the teachers must collaboratively plan as a team a minimum of thirty (30) minutes

over the course of a week. Upon request, teachers will notify their principal of any collaborative planning time scheduled, and the principal may attend/participate in collaborative planning time.

- 5. For specialist teachers, conference time shall not include actual travel time from one building to another, supervised recesses and supervised lunch periods.
- 6. Teachers may not be called upon to substitute in a given position for more than ten (10) consecutive days. If a teacher agrees to substitute (for other than himself/herself) during his/her prep period or at some other time, the teacher will be paid at the instructional activities rate.

- D. 1. A teacher’s maximum class load shall average no more than thirty (30) students per class in the secondary division, facilities permitting (normal academic class).
- 2. Maximum class load of students per day in the elementary division, facilities permitting (normal academic class), shall be as follows:

DK	20
K	26
1	26
2	28
3-5	30

- 3. If the above-mentioned class loads are exceeded (by no more than two students), the affected teacher(s) shall be offered the support services of a paid paraprofessional pursuant to a schedule worked out between the teacher and the principal of the building as follows:

<u># of students over</u>	<u>Paraprofessional support</u>
1	half time
2	full time

- 4. Students who through an IEPT are provided special education services and are mainstreamed into regular classrooms (regular education inclusion programs) shall be distributed as equitably as possible among the various sections District-wide.

E. Least Restrictive Environment/Special Education

When a CST or IEPT meeting is being held to consider the program needs of a student, or regular education inclusion of a student, all teachers affected shall have the

option of attending and participating in the CST or IEPT meeting. If necessary, the teacher(s) shall be released from classroom duties in order to attend the meeting.

If any teacher provides the District in writing with a reasonable basis to believe that a student's current IEP is not meeting the student's needs as required by law, the District shall reconvene the student's IEPT meeting. The teacher making the request shall be invited by the Employer and will be expected to attend the student's reconvened IEPT meeting.

Modification in class size, scheduling and curriculum design will be considered and implemented if appropriate to accommodate the shifting demands that inclusion creates. The District will provide appropriate materials, training, and supportive services (as identified in the IEP) for the teacher and the students affected.

- F. End of the year elementary report cards are not due until the end of the last teacher work day of the year. Teachers shall not be required to submit student report cards prior to the end of the last day.

ARTICLE VII

Teaching Conditions

- A. Telephone facilities shall be made available to teachers for their reasonable use. Personal long distance phone calls shall be made only in accordance with District policy.
- B. The Board will continue to make adequate parking facilities available to teachers.
- C. The Board agrees to continue providing a staff lounge in each building. The lounge shall not be used for student instruction purposes.
- D. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex or marital status or membership in or association with the activities of any employee organization. The Board and the Association pledge themselves to seek to extend the advantages of public education to every student without regard to race, creed, religion, sex, color or national origin and to seek to achieve full equality of educational opportunity to all pupils.
- E. Each classroom or work area shall have a space provided for the storage of instructional materials and supplies. Further, the Board agrees that it is desirable that classrooms and work areas shall be free of disruption and excessive interruption.

ARTICLE VIII

Vacancies and Promotions

A. School Year Vacancies

Whenever any vacancy or new professional position in the district shall occur during the school year, the Board shall publicize the same by giving written notice of such vacancy to the Association and providing for appropriate posting in each lounge and office in every school building.

Vacancies in teaching positions that occur after August 1st or during the school year shall be filled by qualified instructors not currently under contract with the Hudsonville Public Schools for the remainder of the school year. The Superintendent shall announce the vacancy through a posting when it occurs; interested members of the present staff shall notify the Superintendent of their interest within the posting period with the understanding that present staff members may not be transferred during the school year to fill a vacancy. If present staff members indicate an interest in being considered for the vacancy within the posting period, the position shall be filled on a temporary basis and shall be declared open at the conclusion of the school year or at an appropriate time near the conclusion of the school year; at that time those members of the present staff who, upon receiving the original notice of vacancy, indicated an interest in the vacated position shall receive consideration for the position. If present members of the instructional staff do not indicate an interest in the vacancy within the posting period, the position shall be filled without further limitation. This section shall not apply to non-tenured and Schedule B positions, which are to be handled in accordance with Section B of this Article.

B. Non-School Year Vacancies

Whenever any vacancy or new professional position in the District shall occur between the last day of school and August 1, the Board shall publicize the same by giving written notice of such vacancy to the Association and providing for appropriate posting at the Central Office and High School. In addition, the Employer shall mail a copy of the posting to any teacher who provides the Personnel Office with written notice of his/her interest in receiving copies of current positions through August 25.

C. Vacancies – General

No vacancy shall be filled except in case of emergency or on a temporary basis, until such vacancy shall have been posted for ten (10) calendar days. Any teacher may apply for such vacancy.

Vacancies shall be filled by appointment by the Board of Education after that body has received recommendations from the Superintendent of Schools. In filling a vacancy, the Board of Education agrees to give due weight to the professional background of all

applicants, the attainments of all applicants, the length of time each has been in the school system, evaluations of the teacher, and recommendations of the building principal or the appropriate supervisor of the vacant position. The Board declares its support of a policy of promotion within its own teaching staff.

All present members of the staff who have applied for a vacant or new professional position as outlined above shall receive a letter within seven (7) days after the Board's appointment. The letter shall indicate the Board's choice and offer to set up a conference between the teacher, supervising administrator, and superintendent. The purpose of this meeting shall be to explain the Board's decision in this matter.

All postings shall be for ten (10) calendar days from the publication of the notice.

ARTICLE IX

Transfers

- A. The parties agree that unrequested transfers of teachers are to be minimized and avoided whenever possible. Teachers who are notified of an unrequested transfer shall have the right to interview for any position that previously had been posted but not awarded even though the posting deadline has expired.
- B. In the event that transfers of teachers appear to be necessary, lists of available positions in other schools shall be posted in the same manner as provided in Article VIII.
- C. Any teacher who shall be transferred to a supervisory or executive position and shall later return to a teacher status shall be entitled to retain such rights as he/she may have had under this Agreement prior to such transfer to supervisory or executive status.

ARTICLE X

Personal and Family Illness, Disability, Death

- A. Each full-time teacher shall be granted ten (10) days sick leave per year for personal illness, disability, injury or death. Part-time teachers will receive sick leave on a prorated basis in accordance with the number of hours worked per week (e.g., a half-time teacher (50%) shall be granted ten (10) half-days' sick leave (50% days) per year and when using such days, one half-time teacher's day shall equal one half-day sick pay). Sick leave for each school year shall be credited to each teacher's sick leave account after the first day of employment of the school year, and accumulated sick leave shall be reported to each employee on the first pay day of the school year. The only exceptions are when a teacher's first day of employment of the school year is after the start of the school year or a teacher moves from part-time to full-time status during the school year, the teacher will be credited with having earned one (1) day of sick leave for each calendar month in which the teacher works five (5) or more school days during the remainder of that school year. All earned and unused sick leave may accumulate to a maximum of one hundred

twenty (120) days. Those teachers who have accumulated more than one hundred twenty (120) days of sick leave shall not lose the number of days previously accumulated prior to the close of the 1979-80 school year, but thereafter they shall not accumulate nor be credited with additional days until their individual accumulation falls below one hundred twenty (120) days of accumulation. For disability use, see Article XI for unpaid leave option.

- B. Teachers shall be allowed to use sick leave for absence occasioned by the illness, injury, or death of a member of the immediate household, for serious injury, illness, or death of a parent, sister, brother, or child of the teacher or spouse, and for the bereavement of uncles, aunts, grandchildren and grandparents of the teacher or spouse. In addition, teachers may use one (1) day of sick leave each school year to attend the funeral of other relatives or friends.
- C. Three (3) days per year personal leave will be granted each teacher. If possible, three (3) days' written notice should be given to the teacher's immediate supervisor. The teacher may not use days prior to or immediately following vacations, or after the first day of May, except for emergencies or personal business that cannot be conducted at another time. Fractional use of the personal day cannot be used except in the case of an emergency. A teacher that uses all three (3) personal leave days during a school year shall be compensated for the third (3rd) personal leave day by the payment of his/her daily contractual salary less the daily substitute rate.
- D. For all sick leave days in excess of three (3) within a given month, the Board may require a physician's certificate verifying physical illness or disability which prevents the teacher from fulfilling his or her teaching responsibilities.
- E. A teacher who knows in advance that he/she will be absent from duties due to illness or disability shall notify the secretary in charge of calling substitutes as soon as practical. In addition, if the teacher knows more than 24 hours in advance that he/she will be absent from duty, the teacher shall notify the secretary in charge of arranging for substitutes and the teacher's building administrator.
- F. Routine medical and dental appointments shall be made outside school time. When it is necessary to see a doctor or dentist during school time because of illness, this time shall be deducted from the teacher's sick leave.
- G. Workers' Compensation. When it is necessary to be absent from duty due to illness or injury compensable under the Michigan Workers' Compensation Act, the teacher may, at the teacher's option, apply accumulated sick leave to make up the difference between their net salary (gross salary less all deductions for federal, state and local taxes) and that amount received through Workers' Compensation. Such differences in salary shall be figured on a percentage basis, and this same percentage shall be deducted from the teacher's sick leave accumulation. (For example, if Workers' Comp pays 60% of the full pay, sick leave will pay only 40% and the sick leave accumulation shall be charged .4 of a day for each day used.) Upon depletion of accumulated sick leave, the differential payments will terminate.

H. It is understood that the use of sick leave for childbearing shall not preclude the use of unpaid child care leave.

I. Leaves of absence with pay not chargeable against the teacher's allowance shall be granted for the following reasons:

Absence when the teacher is called for jury service.

Time necessary to take a selective service physical examination.

Court appearances as a witness in a school connected dispute in which the Association is not party when said teacher is subpoenaed to appear.

J. Sick Leave Bank

During the first four years of employment each teacher shall donate one (1) day of accumulated sick leave to a sick leave bank effective October 1, 1991. Non-Probationary teachers who have exhausted their sick leave may utilize days from the bank. Probationary teachers hired before December 1, 2007 who have exhausted their sick leave may utilize days from the bank.

Guidelines and procedures (including but not limited to continuing maintenance, replenishing – must be uniformly done by all teachers – and repayment procedures) established by the Association. The Association shall notify the District so that appropriate accounting of the utilization of the sick leave bank may be maintained. Any days left in the bank at the end of each school year and upon the expiration of this Agreement shall be carried over for future use.

ARTICLE XI

Unpaid Leaves of Absence

A. An unpaid leave of absence of one (1) year shall be granted to any teacher, upon application, for the purpose of participating in exchange teaching programs in other states, territories or countries; foreign or military teaching programs; and Peace Corps, Teacher's Corps or Job Corps as a full-time participant in such programs; or a cultural travel or work program related to his/her professional responsibilities; provided said teacher states his/her intention to return to the school system. Upon return from such leave, a teacher who has been employed as a teacher for seven (7) consecutive years shall receive one (1) year of credit on the salary schedule; others will not receive salary schedule credit for leave of absence time. Salary schedule credit will be amended to remain consistent with Sec. 380.1235 of the School Code of 1976, as amended.

B. An unpaid leave of absence of one (1) year shall be granted to any teacher, upon application, for the purpose of engaging in graduate study while maintaining full-time student status (eighteen (18) or more graduate semester hours per year) at an accredited college or university reasonably related to his/her professional responsibilities. Upon

return from such leave a teacher who has been employed as a teacher for seven (7) consecutive years shall receive one (1) year of credit on the salary schedule provided the teacher provides evidence of the completion of eighteen (18) semester hours of study credit. This leave can be used again by a teacher only after four (4) years of teaching except in cases which have Superintendent approval.

- C. The parties shall abide by all local, State, or Federal laws pertaining to the granting of leave and the re-employment of employees who perform active service in any branch of the Armed Forces of the United States.
- D. An unpaid leave of absence of up to twelve (12) weeks during a twelve (12) month period shall be granted to any employee who has worked for the District a minimum of twelve months and 1,250 hours in the preceding twelve (12) months for any of the following purposes:

Childbirth and to care for the employee's newborn child after birth;

Placement with the employee of a child for adoption or foster care;

To care for the employee's spouse, child or parent who has a serious health condition; or

For a serious health condition that renders the employee incapable of performing the functions of the employee's job.

The parties agree that they will abide by the Family and Medical Leave Act of 1993 (FMLA) policy negotiated between the parties, as it pertains to such leaves.

E. Child Care Leave

An unpaid leave of absence shall be granted upon request to any teacher for the purpose of child care. All applications for unpaid child care leave must be in writing on file with the Superintendent. Except for emergency situations, the written notification shall be submitted at least 45 days prior to the requested leave of absence beginning date. A written doctor's statement must accompany the request where the health of the teacher may be a factor in final determination of the beginning and ending of the leave.

The Superintendent and the teacher shall agree upon the beginning and ending dates prior to the commencement of the leave but not in conflict with the doctor's statement of health. Every effort will be made to take into account pupil-teacher continuity in the classroom and accordingly, where the teacher's health permits, the beginning and ending of the leave will correspond as nearly as possible with the beginning or ending of a marking period or semester.

A leave so granted may be for a period of up to twelve (12) months and, upon request of the teacher, extended at the discretion of the Board.

Child care leave may be used for the purpose of caring for an employee's child, or for the purpose of child adoptions through an agent legally authorized to provide such services.

Employees will be expected to comply with the notification timeline set in E.1., but it is understood that unexpected situations may arise which will necessitate the modification or waiving of the notification timeline.

In the event of a change in the circumstances of the employee (such as miscarriage or death of an employee's child), the bargaining unit member may elect to end the child care leave early by so notifying the Superintendent and electing one of the following options:

Return immediately to a vacant position, or a vacancy as it becomes available, for which the member is certified. A member who elects this option will have the right to the member's previous position the following school year.

Return to the member's same position (assignment prior to leave), or other position, as soon as it becomes available.

Return at a mutually agreed to time between the Superintendent and the bargaining unit member.

Pregnant teachers may elect to use paid sick leave or unpaid child care leave, or both, for pregnancy-related illness or disability.

F. Unpaid medical leave shall be granted under one of the following provisions:

Any teacher whose personal illness extends beyond the period compensated under Article X and who is not covered by family and medical leave pursuant to the policy negotiated by the parties under section D above shall be granted a leave of absence without pay for such time as is necessary for complete recovery from such illness. The Board may, at its discretion, require a medical certificate to be furnished by said teacher setting out the nature of his/her illness together with a prognosis, said certificate to be prepared by a licensed practitioner of the healing arts in this state.

In the event that the teacher wishes an unpaid medical leave and has not utilized the entire leave provision period (F.1. above) compensated for under Article X, an unpaid medical leave shall be granted under the following conditions:

All of the applications for unpaid medical leaves of the nature must be in writing on file with the Board at least thirty (30) days prior to the requested leave of absence beginning date. A written doctor's statement must accompany the request where the health of the teacher may be a factor in final determination of the beginning and ending of the leave.

The Superintendent or designee and the teacher shall agree upon the beginning and ending dates prior to the commencement of the leave, but not in

conflict with the doctor's statement of health. Every effort will be made to take into account pupil-teacher continuity in the classroom and accordingly, where the teacher's health permits, the beginning and ending of the leave will correspond as nearly as possible with the beginning or ending of a marking period or semester.

A leave so granted may be for a period of up to twelve (12) months and, upon request of the teacher, extended at the discretion of the Board.

G. The maximum number of leaves of absence as defined in sections A and B above granted by the Board of Education annually will be as follows:

Elementary	Two (2)
Middle School	Two (2)
High School	Two (2)

H. An unpaid leave of absence shall be granted upon application for the purpose of serving as an officer of the Michigan Education Association or the National Education Association. Upon return from such leave, a teacher shall be placed on the salary schedule as he/she would have been had he/she taught in the district during such period.

I. An unpaid leave of absence shall be granted to any teacher upon application for the purpose of campaigning for, or serving in, a public office. This leave shall be for a minimum of one (1) year and a maximum of one (1) term in the elected office.

J. Unpaid Leave. Any teacher with seven (7) years of experience in the Hudsonville Public School System may apply to the Superintendent for a one (1) year unpaid leave under this section to start with the beginning of the next school year. No reason for such request need be stated, but leave shall be granted conditional on a replacement teacher being available. No more than three (3) teachers shall be on leave under this provision at any one time. If more than three (3) teachers apply for such leave for a given year, the three (3) most senior teachers shall qualify for the leave.

K. Personal Leave

Any employee desiring an unpaid leave, other than leaves in the contract, shall apply in writing to the Superintendent identifying the period of the proposed leave and the necessity thereof. The granting or denial of any such requested leave shall be discretionary with the Superintendent of Schools.

Superintendent approval of any such leave, if granted, shall be in writing and shall specify the period of the approved leave and the purpose for which it may be used.

A maximum of five (5) days may be used for personal leave per school year.

An employee may not use personal leave days prior to or immediately following school holiday vacations.

All such leaves shall be approved by the employee's immediate supervisor prior to submitting such requests to the Superintendent of Schools. The employee's immediate supervisor shall verify that a qualified and certified substitute is available.

L. Unpaid Leaves of Absence – General

Unless otherwise indicated, all such leaves shall be without pay or other compensation, shall be without salary schedule credit, and shall be without accrued or accumulation of benefits (e.g., sick leave). All unused benefits which were accrued by the teacher prior to the leave of absence shall be recredited to the teacher upon the teacher's return from a leave.

Unless otherwise indicated, application for a leave of absence for one (1) full school year must be made by a teacher on or before May 1 of the school year prior to the leave. Exceptions for emergencies may be granted by the District.

Unless otherwise indicated in the specific leave provision, upon applying for and being granted a leave from a teaching assignment not exceeding one (1) year in duration, a teacher shall, upon conclusion of the leave, have the right to return to the teaching position the teacher left when granted the leave. In the event a teacher's position no longer exists, the teacher shall be assigned to a position for which he/she is certified.

A teacher returning from a leave of absence which exceeds one (1) year in duration shall be assigned to the position the teacher left, if vacant, or a position for which he/she is certified.

By April 15 prior to the expiration of a full school year leave under Paragraphs A, B, E and J above, a teacher on leave must notify the Superintendent in writing of his/her intent to return to the teacher's position the following school year. The Board shall advise the teacher by certified letter of this obligation during the month of March. If the teacher fails to notify the Superintendent by April 15, the teacher shall be considered to be on layoff and subject to recall under the procedures in Article XIII.

A leave of absence shall not exempt a teacher from the provisions of layoff contained in the contract. A layoff notice is required only if it will affect employment beyond the length of the leave.

Failure to return from leave on the date specified in said leave shall be just cause for dismissal.

ARTICLE XII

Seniority

- A. Seniority shall be defined as length of unbroken service in Hudsonville Public Schools. (A break in service occurs when a teacher resigns, retires, or is terminated and the termination is not reversed through an administrative or court proceeding.)

Leaves of absence, with or without pay, and absences due to layoff are not considered as a break in service.

Seniority shall be counted from the first date of service in the district.

Seniority shall not accumulate during a requested leave of absence as set forth in Article XI, Sections A, B, C, E, I or J. Such leave, however, shall not constitute a break in service.

Seniority shall continue to accumulate during absences under Article X. Seniority shall continue to accumulate during absences under Article XI, Section F, up to a maximum of one (1) year.

In the event two or more people have the same seniority date, ties will be broken by using the last four digits of the teachers' social security numbers. The person with the highest number shall be considered to have the greatest seniority with rank descending so that the person with the lowest number has the least seniority.

- B. Time spent in an administrative position in the district shall not be considered a break in service, but seniority shall not accumulate while in an administrative position.
- C. The Association President or his/her designee and the Superintendent or his/her designee shall mutually develop a seniority list not later than November 1, 1981.

The list will include the names, type of certificate(s), grade(s), or course(s) which they are qualified to teach, the first date of unbroken service, beginning and ending dates for leaves which do not count for accumulated service (see A.3. above), and social security numbers.

Upon agreement on the list, the first date of unbroken service shall not thereafter be challenged.

The seniority list shall be updated by November 1 each year of the Agreement.

- D. Upon the completion of 120 days of service to the district within one (1) school year or 120 consecutive days of unbroken service, all newly hired teachers in Hudsonville Public Schools shall be placed on the seniority list as of their first date of service in the district, and shall remain on the list until such time as there is a break in service to the district as defined in section A above.

- E. For the purpose of determining years of seniority for teachers who work less than a full year, the following schedule will apply:

<u>Time Taught in a Given Year</u>	<u>Years of Credit</u>
0 - 49 days	None
50 - 99 days	1/2 year
100 or more days	1 full year

ARTICLE XIII

Reduction of Personnel

- A. Non-School Year Layoffs. Subject to the requirements of the Tenure Act, whenever any notice of personnel reductions for the upcoming school year occurs on or before August 1, the Board shall follow the procedure listed below:

Teachers in positions requiring a teaching certificate who do not hold a regular Michigan Provisional, Continuing, or qualified certificate will be laid off first, provided there are fully qualified and fully certificated teachers to replace and perform all of the needed duties of the laid off teachers.

If reduction is still necessary, then probationary teachers with the least number of continuous years of teaching in the Hudsonville Public School System will be laid off first, provided there are remaining fully qualified and fully certificated teachers to replace and perform all of the needed duties of the laid off teachers.

If further reduction is still necessary, then tenured teachers and nonprobationary non-certified teachers with the least seniority in the Hudsonville Public School System will be laid off first, provided there are fully qualified and fully certificated teachers to replace and perform all the needed duties of the laid off teachers.

A full time teacher shall not be laid off or have his/her assignment reduced in time if a less senior teacher is retained in an assignment for which the senior teacher is fully qualified and fully certificated. Transfer of all or part of the work assignment of one or more teachers may be necessary in order to preserve the full assignment of a more senior teacher. In the event that involuntary transfers are necessary, the least senior teacher(s) whose transfer(s) will accomplish this objective will be transferred first.

A part-time teacher whose assignment is reduced by more than one quarter (.25) shall be governed by the provisions of Section A.4. of this Article.

- B. School Year Layoffs. Subject to the requirements of the Tenure Act, when the decision to reduce the work force for the upcoming school year occurs after August 1 or the date of the actual reduction is during the school year, the reduction in work force shall be implemented by identifying the position which is to be eliminated and placing the affected teacher into a position which is occupied by the teacher with the least seniority

for which the affected teacher is fully qualified and fully certificated to teach in. If there is no position held by a less senior teacher for which the affected teacher is fully qualified and fully certificated, he/she will be laid off. In addition, a more senior teacher whose assignment is reduced in time shall have the right to exercise his/her seniority in order to maintain his/her previous work hours by bumping into a position which is occupied by the teacher with the least seniority, for which the more senior teacher is fully qualified and fully certificated to teach in.

- C. Voluntary Layoffs. The parties agree to allow voluntary layoffs in those situations where a teacher is willing to accept a layoff rather than exercising his/her seniority rights to a position. All voluntary layoffs shall be in accordance with the following:

The voluntary layoff shall be treated as if it was an involuntary layoff and the teacher shall be subject to recall pursuant to the provisions of this Article.

The voluntary layoff must be agreeable to the Board and the individual teacher.

The Board will make no claim that these voluntary layoffs are leaves of absence or that the teacher is not eligible for unemployment benefits as a result of accepting voluntary layoff.

- D. Fully qualified and fully certificated teachers shall be defined as follows:

Teachers who hold a provisional, continuing, or qualified teaching certificate in a given subject area; and

Who have completed eighteen (18) semester hours of college credit in a given subject or have taught in the subject area or grade level (elementary) on a regular basis within the last five (5) years preceding the layoff; and

Teachers who have the certification(s) and qualification(s) required by any applicable state and/or federal legislation, regulations or guidelines for the positions held by the teachers.

- E. Recall - Subject to the requirements of the Tenure Act, recall of teachers shall follow the procedure listed below:

Non-School Year Recall. When the decision to recall a teacher for the upcoming school year occurs on or before August 1, the Board shall reassign more senior staff to ensure that the most senior teacher on layoff is recalled, provided such reassignment allows for a position for which the most senior teacher on layoff is fully qualified and fully certificated.

School Year Recall. When the decision to recall a teacher for the upcoming school year occurs after August 1 or the date of actual recall is during the school year, recall shall be on the basis of seniority to available positions provided the most senior teacher

is fully qualified and fully certificated for the position to which he/she is being recalled without any reassignment of staff.

F. Recall - General

The recall provisions of this Article shall take precedence over the provisions of Article VIII, Vacancies and Promotions.

No new teachers will be employed by the Board while there are bargaining unit members who are laid off unless none of the bargaining unit members who are laid off are fully qualified and fully certificated to fill the position.

Notice of recall shall be sent by certified mail (signature required) to the teacher's last known address, with a copy to the Association president. It shall be the responsibility of the teacher to maintain a current address with the Superintendent's office.

If there is no written acceptance of the recall by the teacher within fourteen (14) calendar days from the date of the mailing of the notice, the right to that specific position shall be forfeited. A laid off teacher refusing recall and/or failing to respond to a recall notice (within the time limit provided above) for the second time or failing to return to work on the required date shall be considered a voluntary quit with no further recall rights, provided that any teacher who is laid off may refuse a position that does not reflect the full or part-time status of the teacher prior to layoff without loss of recall rights. Acceptance of a position that is less than full-time shall not affect a teacher's recall rights to a full-time position.

Any teacher previously laid off who receives recall notice after June 30 and is under written contract with another school system at the time of recall may refuse recall without loss of recall rights.

A teacher's recall rights shall terminate three (3) years after the effective date of layoff or the length of the teacher's seniority, whichever is greater.

- G. Staff positions will not be eliminated after September 1 of a given school year unless financial exigencies dictate a necessary reduction in staff. Financial exigencies include failure of millage or unforeseen reduction in State Aid.
- H. The Board shall give no less than thirty (30) days notice to the teacher being laid off and the Association.
- I. The Association President or his/her designee and an administrator to be named by the Superintendent shall mutually develop a seniority list reflecting the last day of hire along with each teacher's certification. This list shall be completed by November 1 each year, unless mutually extended. Upon agreement of the list, the last day of hire may not thereafter be challenged.

ARTICLE XIV

Insurance Protection

- A. The Board shall provide without cost to the teachers the MESSA Plan A or Plan B described below by making payment of insurance premiums for a full twelve (12) month period each year of this Agreement for the teacher and his/her eligible dependents as defined by MESSA, subject to the provisions below.

- B. Each teacher shall elect either Plan A or Plan B, provided, however, that if a husband and wife are both members of the bargaining unit, one shall select Plan A and the other Plan B. Part-time teachers shall receive the MESSA Revised SuperCare 1 premium rate on a pro rata basis (e.g., a teacher employed for three days per week will receive three-fifths of the premium rate due to a full-time teacher eligible for the same coverage). Those part-time teachers electing Plan A shall pay the difference between the prorated amount and the full cost of the appropriate health insurance premiums (based on MESSA’s Revised SuperCare 1 rates for Ottawa County) by direct payment or payroll deduction

<u>Benefit</u>	<u>Plan A</u>	<u>Plan B</u>
Health Insurance	<p><u>2007-2008</u> MESSA SuperCare 1 Revision XVA2 Plan</p> <p>With MESSA’s preventive care (wellness) rider. The deductible shall be \$100 individual/\$200 family and prescription drug coverage shall be under MESSA’s 5/10 Preferred Rx co-payment rider, (MESSA Limited Medicare Supplement and Medicare Premiums shall be paid on behalf of a teacher eligible for Medicare in lieu of SC1 in appropriate situations where it is cost effective for the Board.)</p> <p><u>2008-2009</u> MESSA SuperCare 1 with \$10/\$10* Preferred Rx co-payment rider and No preventive care (wellness) rider or MESSA Choices with \$5/\$10** Preferred Rx co-payment rider</p> <p><u>2009-2010 and 2010-2011</u> MESSA Choices with \$10/\$20 Preferred Rx co-payment rider</p>	Not Available

Long Term Disability Insurance	MESSA Plan 2 - 66 2/3% of salary up to \$5,000 monthly maximum - 90 calendar days modified fill - Pre-existing condition waiver	Same as Plan A
Dental Insurance	MESSA/Delta Dental (80-80-80-80 with Class I(A) and I(B), II, & III at 80% coverage in all classes with annual maximum of \$1,800; Class IV orthodontic rider at 80% coverage with a \$2,500 lifetime maximum, Internal and External Coordination of Benefits	Same as Plan A
Life Insurance	MESSA Negotiated Term Life \$45,000 with \$45,000 AD&D, Waiver of Premium	Same as Plan A
Vision Insurance	MESSA VSP-2 with Internal and External Coordination of Benefits Effective September 1, 2006, MESSA VSP-2 Silver	Same as Plan A
Options	Not Available	Pursuant to the terms of the District's Section 125 Plan, teachers shall receive the amount of MESSA's Super Care 1 Revision single subscriber premium rate based on MESSA's Super-Care 1 Revision rates for Ottawa County (prorated for part-time teachers).

Effective August 2008, all new hires electing to take cash in lieu of benefits (Plan B), will receive \$250.00 per month, in addition to the dental, life, and vision coverage as provided in Plan A.

Any modifications of the Section 125 Plan which affect bargaining unit members will be subject to negotiations with the Association.

*Beginning in the 2008-2009 school year, the parties agree to move to the MESSA 10/10 prescription drug plan. The district agrees to provide \$50,000.00 into a reimbursement pool. Staff shall be responsible for the first \$100.00 out-of-pocket prescription drug expenditures. Thereafter, the district will reimburse for the ingredient differential only. The parties further agree that there will be no MAC (ingredients cost difference between brand name and generic equivalent without medical justification) pricing reimbursement. Beginning in the 2009-2010 school year, the parties agree to move to MESSA Choices II 10/20 prescription drug plan. Once the aforementioned deductible is met, the staff member shall provide copies of receipts (names of drug shall be retracted for privacy reasons) establishing the out-of-pocket expenditure. Thereafter, the District agrees to reimburse staff members for the differential between the 5/10 copay and the 10/20 copay. Staff electing name brand drugs in lieu of an available generic equivalent shall not be eligible for reimbursement in the absence of medical justification for the name brand drug. Staff electing the mail-in option shall be eligible for reimbursement once the aforementioned out-of-pocket has been fulfilled. Reimbursement shall occur quarterly on the following schedule:

Receipts submitted by:	Reimbursement paid by:
November 30	December 30
February 28	March 30
May 30	June 30
August 30	September 30

The District shall not pay retroactively for receipts submitted after October 1 for expenses incurred for the previous contractual year. The contractual year, for prescription drug deductible purposes, shall be September 1 – August 30.

Any monies remaining in the reimbursement pool at the expiration of the agreement shall revert to the general fund.

**All new hires in 2008 will be enrolled in Choices 5/10.

D. General Provisions Related to Insurance Coverage

The insurance year shall be twelve (12) months from September 1 through the following August 31 each year of the contract.

In the event a teacher is terminated during the school year, the insurance shall terminate at the end of the month of termination.

In the event a teacher dies during the school year, and providing the policy permits continued coverage, the Board shall continue payments of the applicable premiums for the balance of that school year. If the teacher dies after the completion of the school year, and providing the policy permits continued coverage, the Board shall continue payments of the applicable premiums through August 31 of that year.

In the event a teacher resigns, goes on an unpaid leave of absence (including leaves while eligible to receive benefits under the long-term disability insurance or

Workers' Compensation) or is laid off during the school year, the Board shall continue payments of the applicable insurance premiums per the following formula:

$$\begin{array}{l} \text{\# of teacher days} \\ \text{(includes any paid days)} \\ \text{\underline{completed in school year}} \\ 183 \end{array} \times 365 - \begin{array}{l} \text{\# of calendar days completed} \\ \text{in school year} \end{array} = \begin{array}{l} \text{\# of additional calendar days the Board} \\ \text{will continue payment of insurance} \\ \text{after FMLA leave completed.} \end{array}$$

Provided, however, that if the number of calendar days that the Board will continue payment of insurance extends past the first day of a month, the Board shall continue payment of the applicable insurance premiums through the end of that month. In the event of a leave covered by the Family and Medical Leave Act, if the continuation of payments for insurance benefits covered by FMLA is greater than provided by this provision, FMLA shall govern.

Teachers on unpaid leaves of absences (including leaves while eligible to receive benefits under the long-term disability insurance or Workers' Compensation) will be allowed to continue their insurances after the Board discontinues payments of the premiums by paying the applicable premiums to the Central Office, provided that the policies permit such continued coverage.

In the event a teacher leaves employment after the end of a school year and before the start of the next school year, the insurance shall continue through the following August, unless the teacher becomes employed by another employer and is covered by fully-employer-paid insurance with respect to each insurance program included in this Article.

All insurance benefits for which the Board is obligated to contribute shall be subject to the underwriting rules, regulations, and limitations as set forth by the respective insurance carrier.

The Board, by payment of the premiums set forth herein, shall be relieved from all liability with respect to the benefits provided by the insurance carriers or their underwriters. The failure of the insurance carriers or their underwriters to provide any of the benefits for which they have contracted shall not result in any liability to the Board, nor shall such failure be considered a breach of any obligation by the Board.

Disputes between teacher(s) or beneficiaries of teacher(s) and the insurance carriers or their underwriters shall not be subject to the Grievance Procedure established in this Agreement.

There shall be a 30-day open enrollment period each year from September 1 through September 30, or any other time mutually agreed to by the parties and MESSA. Summer pre-enrollment will be permitted in appropriate situations.

In the event a teacher begins employment after the first required work day of the school year, the teacher shall be eligible for insurance benefits effective on the first day of service that MESSA permits for such coverage. Should the teacher continue in employment

through the end of the school year, the Board shall continue payments of the applicable insurance premiums per the following formula:

$$\frac{\text{\# of teacher days completed in school year after the teacher's first day of service}}{183} \times 365 - \frac{\text{\# of calendar days completed in school year after the teacher's first day of service}}{\text{\# of additional calendar days the Board will continue payment of insurance}}$$

Provided, however, that if the number of calendar days that the Board will continue payment of insurance extends past the first day of a month, the Board shall continue payment of the applicable insurance premiums through the end of that month.

ARTICLE XV

Teacher Evaluation

- A. The purpose of evaluation is to provide information that will determine, in the evaluator’s opinion, the employment status of the individual teacher at a given point in time; to recognize levels of teaching performance; to identify opportunities for professional growth; and to provide appropriate and specific techniques and/or resources for improvement when necessary. An outcome of evaluation is intended to be a strengthening of the instruction process and the promotion of professional growth through professional development.
- B. At the elementary level, the elementary principal will be responsible for evaluations and recommendations. At the secondary level, the responsibility lies with the building principal or the assistant principal as designated by the principal. Teachers who work in multiple buildings shall be assigned one principal of one of the buildings he/she works in for the purpose of evaluation. Special education teachers may be evaluated by the Director of Special Education in place of the teacher’s building administrator. Any administrator responsible for the evaluation of any teacher shall be trained in the evaluation program used by the District.
- C. Bargaining unit members in a probationary status shall be evaluated twice during each school year of the probationary period. The first evaluation cycle shall be completed prior to December 15th (observations completed by November 30) and the second evaluation cycle shall be completed by April 15th. Bargaining unit members on tenure shall have an annual evaluation at least once every three years. This evaluation cycle shall be completed by May 1st.
- D. The following procedures and timelines shall be observed in the evaluation process:

By October 1, each teacher on the regular evaluation cycle to be evaluated during the school year will receive written notice of such and a listing of the evaluation criteria (refer to Appendix D) to be used in the evaluation. Each teacher being evaluated will also have received an information package and worksheet, along with an Individualized Development Plan (“IDP”) for probationary teachers, or Personal Development Goal (“PDG”) for tenured teachers.

Probationary teachers will have met with the administrator to discuss and formulate the teacher's IDP for that school year. Tenured teachers will have met with the administrator and discussed the teacher's PDG. At the teacher's request, Association representation shall be provided at this meeting.

If a tenured teacher is being evaluated more frequently than every three (3) years, the administrator shall include a rationale for this in the notice that goes to the teacher prior to the start of the evaluation process.

Prior to the teacher's first observation, the evaluator shall meet with the teacher for a pre-observation conference in order to mutually agree on an observation schedule and to review the evaluator's expectations. The evaluator may at this meeting ask that the teacher provide an outline of the lesson plan for the observation at least two (2) days prior to the observation. The evaluator shall inform the teacher at this meeting if he/she will be looking for a specific demonstration of a single element of the evaluation criteria in this observation in addition to the overall observations. For probationary bargaining unit members, the evaluator shall review his/her expectations as set forth in the IDP and the evaluation standards. Additionally, the tenured teacher shall review with the evaluator his/her PDG.

Within five (5) school days following the first observation of a tenured bargaining unit member, the evaluator shall notify the teacher in writing if any areas have been observed to be unsatisfactory. The notification must identify the unsatisfactory behavior and include supporting evidence from the observation as identified by the evaluator.

The second scheduled observation for tenured and probationary bargaining unit members shall be scheduled at least two (2) weeks after the first work site observation, unless a shorter timeline is mutually agreed to.

Within ten (10) school days following the final observation, the evaluator shall meet with the teacher to share the formal written evaluation. The written evaluation shall conclude with an overall statement indicating that the teacher's overall performance is satisfactory or unsatisfactory. This statement will not be part of the probationary teacher's first evaluation cycle each year.

The meeting shall be scheduled during the teacher's regular work day.

If a teacher is to receive an overall unsatisfactory evaluation, the teacher shall be notified prior to the teacher's post-evaluation conference that he/she may want to have an Association representative at the conference.

Any written evaluation that cites less than satisfactory behaviors shall be supported by reference to the observations and identified by the evaluator.

If the evaluator determines that a teacher's overall performance is unsatisfactory, but that the teacher's employment will continue, the evaluator shall provide recommendations for remediation in a "Plan of Assistance" as found in Appendix D. If the evaluator determines performance in

a specific area is unsatisfactory but the overall performance is rated satisfactory, the evaluator shall include recommendations for the teacher to achieve a satisfactory level of performance in this area. This recommendation shall include what administrative and other support is available to the teacher.

Failure to include reference to the less than satisfactory or unsatisfactory performance in subsequent evaluations shall signify that the evaluator considers the performance to be satisfactory.

The teacher shall, by his/her signature, indicate that the written evaluation has been shared with him/her and that he/she has received a copy of the document.

The teacher's signature in no way implied the teacher's concurrence with the report.

The teacher may attach a written response (explanation) to the evaluator's written assessment. If the teacher chooses to submit a written response, it shall be attached to and included with the district's copy of the evaluation.

E. The following general guidelines shall apply to all evaluations:

An evaluation shall consist of:

A pre-observation conference;

Two (2) scheduled formal work site observations for tenured teachers and no more than two (2) scheduled formal work site observations for each evaluation cycle for probationary teachers;

After the final observation, a post-observation conference at which a written evaluation is presented to the bargaining unit member.

All observation or monitoring of the work performance of bargaining unit members shall be conducted openly and with full knowledge of the member.

Formal observations for the purpose of the evaluation cycle shall be limited to scheduled classroom and/or work site observations.

Any unsatisfactory work-related behavior that is to be referenced in the evaluation form and is observed outside the formal observations shall be reduced to writing and shared with the bargaining unit member no later than ten (10) school days after the unsatisfactory behavior was observed. The bargaining unit member may request a meeting with the evaluator to discuss the matter.

Each scheduled formal work site observation shall be of at least thirty (30) minutes duration.

Scheduled formal work site observations shall not be scheduled on the day before or after a holiday or a vacation per the school calendar (Appendix C).

All written evaluations shall be on the evaluation form attached as Appendix D. The teacher's performance in specific criteria shall only be rated as "meets expectation," or "does not meet expectations." The only rating for overall performance shall be "satisfactory" or "unsatisfactory." The evaluator may include a summative evaluation on the form and attach additional written comments, if necessary.

The original evaluation form shall be filed in the bargaining unit member's personnel file maintained in the office of the Superintendent of Schools, a second copy shall be given to the bargaining unit member being evaluated and a third copy shall be kept by the evaluator in a locked file.

A member may request Association representation at any meeting related to evaluation, and the meeting shall not continue until such time as the member's request has been met.

The bargaining unit member may request a conference with the Superintendent of Schools, or his/her designee, to discuss his/her evaluation in the presence of the evaluator and any other person(s) of the member's choice.

- F. Plan of Assistance. Any judgment of overall unsatisfactory performance in an evaluation (per Appendix D) must be supported by observation and documentation to support the conclusion made by the evaluator, and the evaluator shall develop a plan of assistance following the format in Appendix D. This plan of assistance shall be in a separate and distinct document and shall identify the specific area that needs improvement, provide the teacher with specific written recommendations for improvement, include a timeline that gives appropriate time to implement the recommendations of the evaluator, and detail what administrative and other support and resources are available to the teacher.
- G. Any charge concerning the professional competence of a tenured bargaining unit member arising out of the evaluation process shall be filed with the Board of Education at least thirty (30) calendar days prior to the close of the school year that the teacher is evaluated.
- H. The parties agree that information received from parents, students or other District employees will not be used in isolation to evaluate bargaining unit members. Nor will test scores or test results be used in isolation to evaluate bargaining unit members.

ARTICLE XVI

Professional Grievance Negotiation Procedure

- A. For purposes of this Agreement, a grievance is defined as any claim or complaint by an employee or by the Association that there has been a violation, misinterpretation, or misapplication of a specific provision of this Agreement. All such grievances shall be processed as hereinafter provided.

- B. The aggrieved employee shall begin the grievance procedure by informally discussing the matter with his/her immediate supervisor within fifteen (15) days after the occurrence or the facts become known, with the object of informally resolving the matter. If not so resolved, a written statement of the grievance, signed by the grievant, shall be filed with his/her immediate supervisor within fifteen (15) days after such informal discussions. Such statement shall recite the facts alleged, the provision of the Agreement involved, and the relief requested. Within fifteen (15) days thereafter, the aggrieved employee and his/her immediate supervisor and a representative of the Association shall meet to discuss the matter in an effort to resolve it.
- C. If not resolved at such meeting, a written answer to the grievance shall be given by the immediate supervisor within fifteen (15) days after such meeting. If the employee is not satisfied with that answer, he/she shall then forward the grievance and answer to the Superintendent within fifteen (15) days after receipt of the answer. The aggrieved employee and representative of the Association shall meet with the Superintendent within fifteen (15) days thereafter to discuss the matter in an effort to resolve it.
- D. If not settled at such meeting, the Superintendent or his/her designee shall give his/her written answer within fifteen (15) days of such meeting to the aggrieved employee and the Association. If not settled as a result of such answer, either the Board or the Association shall have the right to appeal the dispute to a mutually satisfactory arbitrator under and in accordance with the rules of the American Arbitration Association. Such appeal must be taken by written notice given to the other party within fifteen (15) days from the date the answer is given.
- E. In the event of a general grievance, the President of the Association has the right to file a grievance, which would go directly to the Superintendent under Section D and follow the procedure as outlined thereafter.
- F. Notwithstanding the expiration of this Agreement, any claim of grievance arising thereunder may be processed through the grievance procedure until resolution.
- G. A teacher engaged during the school day in any professional grievance negotiations on behalf of the Association with any representative of the Board shall be released from regular duties without loss of salary. If any negotiations are requested by the Board which will involve the teacher during the school day, the teacher will be released from regular duties without loss of pay.
- H. The arbitrator shall have the power and authority as set forth herein to resolve such grievances.

It is expressly agreed that the power and authority of the arbitrator shall be limited in such case to the resolution of the question submitted to him/her. It is further specifically agreed that the arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement. The decision of the arbitrator shall be final and binding on both parties.

The fees and expenses of the arbitrator shall be shared equally by the Board and the Association. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other. If either party wants an official transcript of the proceedings, then said party shall pay the full cost.

No decision in any case shall require a retroactive adjustment in any other case.

The arbitrator shall have no power to establish salary scales.

The arbitrator shall have no power to rule on any of the following:

The termination of or decision not to re-employ any probationary teacher.

Failure to re-employ any teacher to an extra contract assignment. For the purpose of this provision, re-employ shall include any position within a sport (e.g., football) within an education level (i.e., high school, middle school or elementary) or a non-coaching position within an educational level that the teacher previously held.

Any matter covered under the Teacher Tenure Act. (Act IV, Public Acts, Extra Session of 1937 of Michigan, as amended).

The use of teacher evaluation form agreed upon by the parties (see Appendix D).

- I. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, the Board and Association shall use their best efforts to process such grievance prior to the end of the school term or as soon thereafter as may be possible. Failure to institute a grievance or appeal a decision within the time specified shall be deemed acceptance of the decision at that level. Should the Association withdraw a grievance at any level, no further proceedings shall be had. If the Board fails to comply with any time limit, the grievance shall automatically advance to the next step of the grievance procedure. For purposes herein, "days" shall mean teacher days during the school year and those days on which the District's Administration Office is scheduled for work between Monday and Friday (both inclusive) during the non-school year.

ARTICLE XVII

Student Teachers

The Board of Education and administration shall cooperate with area colleges in training programs related to the teaching profession with the following qualifications:

- A. Teachers shall reserve the right to refuse to have a student teacher.

- B. No teacher shall have a student teacher under his/her supervision unless said teacher has obtained tenure status.
- C. No teacher shall have more than one (1) student teacher during any school year.
- D. Student teachers shall be placed only in areas for which they have been trained (i.e., major or minor area of study in college).
- E. Whenever a student teacher is to serve more than one (1) teacher at the same time, one of the supervising teachers shall be designated as head teacher.
- F. At no time shall the ratio of student teachers to regular teachers exceed twenty-five percent (25%) in any one building.
- G. The student teacher may be placed in the role of substitute teacher for his/her immediate supervising teacher only.
- H. A student teacher shall not serve as a substitute for another teacher that is missing in the school system.
- I. A student teacher may, upon his/her consent, serve the role of a substitute for his/her own supervising teacher in case the supervising teacher is ill. However, this term of service as a substitute without the presence of a supervising teacher shall not last for more than five (5) school days.
- J. No supervising teacher shall substitute for another teacher during the hours a student teacher is under his/her supervision.

ARTICLE XVIII

Conference Funds

- A. In recognition of the rapidly expanding fields of knowledge, the parties hereby agree to establish a Conference Committee composed of two (2) administrators appointed by the Board and five (5) teachers appointed by the Executive Board of the H.E.A. The Chairperson of this committee shall be a teacher.

The Conference Committee shall administer a fund for teacher conferences. The fund shall be used to finance all expenses related to conferences with the exception of substitute teachers, which the Board will provide. Money left over at the end of the school year shall be carried to the next school year. The Employer shall contribute one hundred five dollars and seventy-nine cents (\$105.79) per teacher per school year to the fund.

The committee will establish a distribution policy for the funds which provides for equitable allocation of funds among the bargaining unit members. Extracurricular

conferences shall be under the purview of the committee, but in no event shall more than fifteen percent (15%) of the total annual allocation be utilized for extracurricular conferences.

The policies, regulations and rules established by the committee must be reviewed by September 1 of each year, and the current policies, regulations and rules must be distributed to the staff by the end of the second week of each school year.

B. The Conference Committee shall have the following powers:

Regulate application procedures.

Set forth operation rules.

Make final decisions as to permission of application requests.

There shall be no appeal of committee decisions to the Board or to the H.E.A.

C. The Conference Committee shall furnish a complete annual financial report by June. This report should specify the amount used by each individual teacher and the type of conference attended by that teacher.

D. The Conference Committee should also specify in the report the amount of conference monies used for extracurricular conferences.

ARTICLE XIX

Disciplinary Procedures

A. No teacher shall be reprimanded, demoted, transferred, reduced in rank, disciplined, discharged, or deprived of any professional advantage without just cause.

B. The Board agrees with the concept of progressive discipline which, unless the seriousness of the offense warrants accelerated discipline, includes verbal warning, written warning, written reprimand, suspension with pay, with discharge being used as a final and last resort.

C. A teacher shall be entitled to have present a representative of the Association during any disciplinary action, including adverse evaluations. A teacher shall be advised of this right before any action is taken.

D. Non-Certified Teachers

Non-certified teachers are defined as bargaining unit members who are not eligible for tenure under the Michigan Teacher Tenure Act (MCLA 38.71, *et. seq.*; MSA 15.1971, *et. seq.*) for purposes of this provision.

A non-certified teacher may, upon initial employment with the District, be required to serve a probationary period not to exceed four (4) calendar years from his/her anniversary date of employment. If a non-certified teacher works a partial school year, such periods shall be aggregated for purposes of computing the four-year probationary period.

At least sixty (60) calendar days before conclusion of the probationary period described in paragraph #2 above, the District shall determine whether the non-certified teacher's performance is satisfactory or unsatisfactory, and shall notify the teacher in writing. If the District determines unsatisfactory performance, it shall provide the non-certified teacher with the reasons for its determination.

If the District determines that the probationary non-certified teacher's performance is unsatisfactory in accordance with the above paragraphs, the teacher's contract shall not be renewed.

For purposes of non-renewal, the non-certified teacher shall be considered probationary under the terms of this Agreement.

ARTICLE XX

Additional Salary Adjustments

- A. Adjustments from one vertical column to another will be made according to the following guidelines:

BA+18 and BA+30 Columns

Only those courses taken after the BA degree and teaching certification are awarded will be applicable.

Graduate credit courses approved in writing by the Superintendent or designee or related to the field of K-12 education shall be counted if they have been earned through an accredited college or university.

Undergraduate credit courses must have the written approval of the Superintendent or designee in order to count for column movement. Such approval will be granted so long as the course is related to the field of K-12 education.

MA+15

Only those courses taken after the MA degree and teaching certification are awarded will be applicable.

Graduate level courses approved in writing by the Superintendent or designee or related to the field of K-12 education will be counted toward column movement if they have been earned through an accredited college or university.

Undergraduate credit courses must have the written approval of the Superintendent or designee in order to count toward column movement. In the event the Superintendent or designee denies a teacher credit for undergraduate hours, the teacher has the right to appeal this decision to the Board of Education.

Michigan State Board Continuing Education Units (CEUs) earned after September 1, 1994 may be substituted for semester credit hours under subparagraphs 1 and 2 above at the ratio of three (3) CEUs to one (1) semester hour, provided they are earned by attending classes outside the teacher's paid working time and are approved by the District in advance.

MA and Ed.S or Ph.D

After having been awarded this degree, the teacher will be advanced to the appropriate step.

Adjustments from one vertical column to another will be made only as of the first day the teacher is required to report for work at the beginning of the school year and the first day of the second semester, provided written proof of satisfactory completion of hours beyond BA, or after MA or upon conferral of Ed.S degree. Acceptable written proof includes a college transcript or in lieu thereof a letter from the professor teaching the course where hours are applicable, or the registrar's office in the case of conferral of a degree.

For all teachers employed at the start of the 1988-89 school year, all courses completed prior to December 31, 1988 shall apply for movement from one vertical column to another, absent all restrictions cited in A.1.c, A.2.b, and A.2.c above.

- B. Teachers hired at mid-year will be advanced to the next step on the salary schedule at the next mid-year and each succeeding mid-year. A teacher must be employed for a minimum of one hundred (100) days during a given school year in order to qualify for the next step on the salary schedule for the succeeding year.

ARTICLE XXI

Extra Duty

- A. All hourly rates and annual rates (non-indexed rates) not otherwise mentioned are to be increased by the same percentage as the salary schedule, each year of the contract.
- B. Effective September 1, or each year of the contract, the following rates will be increased at the same rate as the base salary.

Evening Music Performances

Elementary music teachers shall be reimbursed for all evening music performances at the following hourly rates:

	<u>2007-08</u>	<u>2008-09</u>	<u>2009-2010</u>	<u>2010-2011</u>
Rehearsals	\$24.09	\$24.67	\$25.29	\$25.92
Concerts	\$30.98	\$31.72	\$32.51	\$33.32

Instructional Activities

Instructional activities beyond a teacher’s regular hours, assignment and calendar shall be adjudged as “Extra Duty for Extra Pay” positions and excluded from tenure. The rate for the 2007-2008 school year shall be \$30.98 per hour. The 2008-2009 rate shall be \$31.72 per hour. The 2009-2010 rate shall be \$32.51 per hour. The 2010-2011 rate shall be \$33.32 per hour.

Curriculum Work

Curriculum work, including participation on the school improvement team, beyond the school calendar and/or school day. The rate for the 2007-2008 school year shall be \$20.87 per hour. The 2008-2009 rate shall be \$22.33. The 2009-2010 rate shall be \$22.89. The 2010-2011 rate shall be \$23.46.

4. Driver’s Education

Driver’s Education teaching positions shall be adjudged as “Extra Duty for Extra Pay” positions and excluded from tenure.

*Rate to be increased each year by the same percentage as the BA Base.

C. 1. Grade level leaders and department chairs are as follows:

Elementary

Pre-K, Kindergarten

Grade 1

Grade 2

Grade 3

Grade 4

Grade 5

Elementary Special Education

Reading Teachers

Art

Music

P.E.

Middle School

Department Chairs

Math (6-8)

Science (6-8)

Language Arts (6-8)

Social Studies (6-8)

Special Education (6-8)

Secondary

Business Education (6-12)

Foreign Language (6-12)

English (9-12)

Art, Life Skills & Technology Education (6-12)

Music (6-12)

Mathematics (9-12)

Science (9-12)

Social Studies (9-12)

Health and Wellness (6-12)

Secondary Special Education (6-12)

Counseling (K-12)

2. Department chairs and grade level leaders may be appointed by the administration after receiving recommendations from members of the department or grade level. Such appointments will be for a term up to three (3) years.
3. The department chairs and grade level leaders will meet no more than once a month, up to nine (9) times a year, with their respective departments or grade levels.
4. The department chairs and grade level leaders will meet once a month, up to nine (9) times during the school year, with the building administrator(s), and/or Curriculum Director
5. Up to three (3) meetings each school year will be scheduled by the administration for all department chairs and grade level leaders.
6. All leaders' salary based on percent of BA, based on experience in position (limit to 5 steps).

Middle School Department Chairs and High School Department Chairs will be paid at 3.5% (.035).

Elementary grade level leaders will be paid at 4.0% (.04). Elementary Special Education, Specialists, and Reading Teachers will be paid at 4.0% (.04).

Secondary leaders and department chairs for grades 9-12 will be paid at 3.5% (.035) up to 5 FTE's in the department. Additional FTE's beyond 5 will be paid at the rate of \$75.00 for each FTE.

- D. Non-tenure, extra-duty salary schedules not contained within this Article or cited elsewhere in this Agreement are set forth in Schedule B, which is attached and incorporated into this Agreement.

ARTICLE XXII

Reimbursement for Advance Study

- A. Those members of the staff upon verification of the completion of eighteen (18) semester hours post-graduate credits and advance written verification by the Board that the course(s) qualify for reimbursement will be allowed full reimbursement up to the amount that Grand Valley State University charges for a three credit graduate course at the 500-600 level the year that the request is made. The credits must be from an accredited college or university that are included in a degree program or designed to improve the teacher's competency. The money will be for the cost of tuition and course fees charged

by the institution to take the course. Any tuition or fees covered by scholarship or grant awards shall not be reimbursable.

- B. If courses are taken which are not part of a degree program or not related to the teacher's instructional assignment, the teacher must have the prior approval of the building principal in order to be eligible for reimbursement.
- C. The course or courses must be taken and successfully completed during the contract year (September 1 - August 31). Payment will be credited to the contract year in which the course was completed. Evidence of successful completion may be in the form of a grade card or transcript.
- D. During the contract year (September 1 - August 31), the teacher must apply in writing not more than 45 days after the completion of the course, except for classes completed during the summer session when teachers must apply in writing not more than 45 days after the first day of school. (Example: School starts September 4 so the last day to apply would be October 18). A copy of the transcript showing successful completion or a letter from the instructor certifying successful completion must accompany the application.
- E. The District shall reimburse each teacher for 50% of the application fee for renewal of the teacher's professional certificate as issued by the Michigan Department of Education. The District will also reimburse Social Workers, Speech Pathologists, School Psychologists, and School Counselors for 50% of the annual license renewal fees, not to exceed \$100.00 annually.

ARTICLE XXIII

Board Rights

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

To the executive management and administrative control of the school system and its properties and facilities and staff.

To hire all teachers and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, and to promote, discipline and transfer all such employees.

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

To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature.

To determine class schedules and the hours of instruction, the duties, responsibilities and assignments of teachers with respect thereto and with respect to administrative and non-teaching activities, the terms and conditions of employment.

- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of the State of Michigan and the Constitution and Laws of the United States.

ARTICLE XXIV

Calendar

- A. The calendar for the 2007-2008 school year is contained in Appendix C attached to and incorporated into this Agreement.

- B. School Closing (Snow Days)

During each year of the current master agreement, students will be scheduled to attend 174 (HS)/176 (MS/Elem.) days for instruction. Teachers, other than those in their first three (3) years of employment in classroom teaching who have not fulfilled their State-mandated professional development requirements, will be scheduled to work 183 days. The actual scheduled instructional and work days are set forth in the calendar (see Appendix C).

The first scheduled work day for the teachers shall be arranged so that the morning will be used for teacher meetings, and the afternoon will be used as preparation time by the teachers.

Whenever schools shall be closed on a scheduled day due to inclement weather or other acts of God, the staff shall not be required to report for work and shall suffer no loss of pay.

In the event no days of instruction are canceled due to acts of God, the calendar will be followed as printed in Appendix C of this Master Agreement.

In the event school is closed for thirty (30) hours or less in the first semester, the last day of the semester shall be a teacher records day as set forth in the calendar.

In the event school is closed for more than thirty (30) hours during the first semester due to acts of God, then the final day of the first semester shall be converted to a full day of instruction prior to the exam schedule.

In the event the foregoing provisions of this Article do not result in the minimum number of state required student instructional hours, additional instructional hours shall be scheduled during days when teachers were scheduled to work without students in attendance until the minimum number of instructional hours can be accomplished as follows:

First, the records day scheduled for the last day of the first semester shall be converted to a half day of instruction and a half day for records.

Second, the records day scheduled for the last day of the second semester shall be converted to a full day of instruction prior to the exam schedule.

Any alterations in the calendar according to the foregoing provisions shall not result in additional compensation being paid to teachers.

In the event all of the foregoing provisions have been implemented and students still have not obtained the minimal number of instructional hours, then the district reserves the right to decide if additional days/hours will be scheduled. If additional days are scheduled, they shall be added to the school year immediately after the conclusion of the regular calendar as set forth in Appendix C of the Master Agreement, unless otherwise agreed between the parties.

Any days added (per paragraph 10 above) to the teachers' scheduled work year beyond the 183 days in the calendar, as set forth in the Master Agreement, shall result in additional compensation to the teachers. Such compensation shall be computed at the rate of 66 2/3% of 1/183rd of the teacher's annual salary, as set forth in Appendix A of the Master Agreement, for each day added (i.e., 0.003643 times the number of days made up, times the teacher's annual Appendix A

ARTICLE XXV

Mentor Teachers

- A. A mentor teacher shall perform the duties specified in Section 1526 of the School Code. A mentor teacher shall be a bargaining unit member with four (4) or more years of service with the District.
- B. Starting with teachers hired by the District to begin teaching during the 1994-95 school year or later, each bargaining unit member for the first three (3) years of his/her employment in classroom teaching shall be assigned to up to two (2) mentor teachers. The mentor teacher shall be available to provide professional support, instruction and guidance. The purpose of the mentor assignment is to provide a peer who can offer assistance, resources and information.
- C. The mentor teacher/mentee assignment shall be subject to the following conditions:

Participation as a mentor shall be voluntary. In the event there are not sufficient bargaining unit volunteers, the District may appoint mentor teachers from any source permitted by Section 1526 of the School Code.

An attempt will be made to match mentor teachers and mentees who have the same area of certification or work assignment.

The mentor teacher assignment shall be subject to renewal on a year-to-year basis based on a review by the administration, the mentor teacher and the mentee at the end of the year.

The mentor teacher/mentee relationship shall be confidential and shall not in any fashion be a matter included in the evaluation of the mentor teacher or mentee.

Upon request, the administration shall make available reasonable release time for classroom/teacher observations (as approved by the building administrator). Additionally, release time shall be made available for mentor-mentee meeting time. First and second year mentor/mentees shall have available up to three (3) half-day releases per school year if mentor and mentee are not in the same building and one (1) half-day per school year release if the mentor and mentee are in the same building. Third year mentor/mentees shall have available up to two (2) half-day releases if not in the same building and one (1) half-day release if in the same building so the mentor teacher may work with the mentee in his/her assignment during the regular work day.

It is expected that mentors will meet with their mentees at least one and one-half hours a month before or after school to discuss curriculum and instructional issues September through May. Meeting (contact) time must be at least 30 minutes long to meet this monthly requirement. Documentation of the dates of these meetings will be submitted to the curriculum office at the end of the school year.

Meeting time outside the contract year shall be voluntary except that a first year teacher mentor may be required to attend a mentor/mentee meeting during the new teacher orientation arranged by the District. The first year teacher mentor shall be paid at the curriculum rate for all required time in attendance at the new teacher orientation. Required new teacher orientation meeting time that is self-directed time for the mentee and mentor shall be in lieu of equivalent release time during the upcoming school year.

Mentees shall be provided with a minimum of fifteen (15) days of professional development during their first three (3) years of employment in classroom teaching within the school day and school calendar for new teachers.

No later than the end of the first year that a bargaining unit member serves as a mentor teacher, he/she should attend a workshop or conference selected by the administration for the purpose of training the bargaining unit member to serve as a mentor teacher. All workshop or conference expenses shall be paid by the District.

For up to a one year period mentors will be available upon request for any teacher who is transferring to a subject area or grade level. The compensation rate and meeting requirements will be 50% of those for second year new teacher mentors (release time shall be made available for up to two half-day releases for out of building mentor/mentee and one half-day release for in building mentor/mentee).

Newly hired teachers who previously attained tenure will be provided one year of mentoring. This mentoring will be in the “*Pathwise*” program or some similar program if available. Requirements and compensation shall be as set for a year 2 mentor.

Mentors and mentees will be required to attend up to three meetings outside the school day of up to one and one-half hours in length during the course of the year.

In order to be eligible for “trained mentor” (*Pathwise*) pay the mentor must have attended the appropriate training.

- D. In the event the law requiring mentor teachers is repealed or amended during the life of this Agreement, the provisions of this Article that are affected by such change shall be suspended from operation.

ARTICLE XXVI

Curriculum Development

- A. The Curriculum Council shall be responsible for assisting in the initiation and establishment of policies affecting the nature and design of the instructional program of the District. The Curriculum Council is to provide consultation with and recommendations to the Superintendent or designee for needed improvements in the instructional program, including but not limited to: (1) reviewing educational research and recommending practices; (2) developing and recommending criteria for the ongoing evaluation of instructional programs; (3) reviewing and recommending policies concerning testing programs and instructional management systems; (4) reviewing and making recommendations on proposed programs; and (5) promulgating and recommending other policies relating to the District’s programs and curriculum. Curriculum Council membership shall include, but not be limited to, teacher representatives from each building and representatives of each department and grade level.
- B. All teachers are expected to teach the Board-approved curriculum and administer the appropriate assessments. Teachers may expand or enrich the curriculum (except in the area of reproductive health), provided they stay within the curriculum guidelines approved by the Board.
- C. Annual student achievement data will be used to evaluate the District’s curriculum. District assessment reports, other than those utilized internally by the administration, will only be made without the teachers’ names in aggregate form by district, building or grade

level. Individual class reports for a teacher can be individualized and identify the classes' report.

ARTICLE XXVII
ESEA (No Child Left Behind)

- A. The District shall notify each teacher in writing by October 1 of each year of his/her "highly qualified" status under the No Child Left Behind Act ("NCLB") for his/her current school year teaching assignment. The Association shall be provided a copy of each notice. It is the responsibility of each teacher to properly and timely fill out any forms the District may require and submit to the District verification of any tests or courses passed which are relevant to his/her "highly qualified" status.
- B. The District and the Association share a common interest in seeing that all members of the teaching staff who must obtain "highly qualified" status under the NCLB do so. To facilitate that goal, the District agrees to allow teachers to satisfy any of the options for becoming "highly qualified" for his/her teaching assignment that are recognized and approved by both the United States Department of Education and the Michigan Department of Education.
- C. If any actions required by the Board or District under the NCLB result in a duty to bargain under the Public Employees Relations Act, bargaining shall be initiated by the parties in a time frame sufficient to allow completion of bargaining prior to the deadlines specified in the NCLB.
- D. A teacher who is required as of the end of the 2005-06 school year to be "highly qualified" (as defined by the NCLB and the Michigan Department of Education) for his/her teaching assignment under the NCLB and is not "highly qualified" for his/her teaching assignment shall be granted the first vacancy he/she applies for providing he/she is fully qualified and fully certificated for the vacancy. If there is no vacancy for which said teacher is fully qualified and fully certificated and the District determines not to continue the teacher's current assignment, said teacher shall be placed on layoff and is subject to recall to a vacancy said teacher is fully qualified and fully certificated to fill.

ARTICLE XXVIII
Miscellaneous Provisions

- A. The Board agrees at all times to maintain an adequate list of substitute teachers. Teachers shall be informed of a telephone number they may call before 7:00 a.m. to report unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher.
- B. No polygraph or lie detector device shall be used in any investigation for any teacher or pupil.
- C. This Agreement shall supersede any rules, regulations, or practices of the Board that shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or

inconsistent terms contained in any individual teacher contracts heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement so long as this Agreement is in force.

- D. Copies of this Agreement shall be printed at the expense of the Board and presented to all teachers now employed or hereafter employed by the Board.
- E. If any provisions of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provisions or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- F.
 - 1. The Association agrees not to engage in or encourage strike action.
 - 2. The Association agrees that an injunction may be issued by a court of competent jurisdiction against a strike engaged in by members of the Association.

G. Part-time Teachers

Teachers employed on a part-time basis throughout the school year shall be governed by policies affecting full-time staff members. Payment for services rendered shall be on a pro-rata basis as follows:

$$\text{Payment} = \text{full-time salary} \times \text{fraction of time employed}$$

H. Replacement Personnel

- 1. Replacement teachers shall be defined as teachers who are hired by the District for 150 days or more within one school year to fill a temporary teaching vacancy. Teachers employed as replacements for members of the teaching staff shall be members of the bargaining unit and are subject to the policies and contract provisions governing the employment of regular staff, except time spent working as a replacement teacher shall not be counted towards continuous years of service or considered as seniority for the purpose of layoffs or recalls under Article XIII of this Agreement until such time as a replacement teacher is awarded a vacant teaching position.

Payment for services shall be computed in accordance with the following formula:

$$\text{Payment} = \frac{\text{Contract amount}^*}{\# \text{ Contract days}} \times \frac{\text{Replacement Teacher's Contract Days}}{\text{Contract Days}}$$

*NOTE: The contract amount is computed using the current salary schedule according to the experience and education of the replacement teacher.

A. Transfer Credit Policy

Teachers transferring to the District from another school district may be placed at any step of their respective degree index up to receiving full credit on the salary schedule for the first six (6) years of outside teaching experience and one-half credit for the next four (4) years of outside experience.

- B. Bargaining unit members shall not be expected or required to administer medication or perform non-emergency medical-related procedures.

ARTICLE XXIX

Duration of Agreement

This Agreement shall be effective as of and shall continue in effect for two (2) years through the 26th day of August, 2007. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

BOARD OF EDUCATION

By _____
School Board President

By _____
School Board Negotiator

By _____
School Board Negotiator

By _____
School Board Negotiator

By _____
School Board Negotiator

HUDSONVILLE EDUCATION ASSOCIATION

By _____
President

By _____
Chief Negotiator

By _____
HEA Negotiator

By _____
HEA Negotiator

By _____
HEA Negotiator

By _____
HEA Negotiator

By _____
HEA Negotiator

APPENDIX A
2007-2008 SCHOOL YEAR
Base 37,953 x 2.00%
Step – 1
Degree – B.A.

STEP	INDEXED INCREMENT	BA 1.00	BA+18 1.03	BA+30 1.05	MA 1.09	MA+15 1.10	EdS/PhD 1.12
1*	1.00	\$38,712*	\$39,873*	\$40,648*	\$42,196*	\$42,583*	\$43,357*
2*	1.05	\$40,648*	\$41,867*	\$42,680*	\$44,306*	\$44,172*	\$45,525*
3	1.10	\$42,583	\$43,861	\$44,712	\$46,416	\$46,842	\$47,693
4	1.15	\$44,519	\$45,854	\$46,745	\$48,525	\$48,971	\$49,861
5	1.20	\$46,454	\$47,848	\$48,777	\$50,635	\$51,100	\$52,029
6	1.25	\$48,390	\$49,842	\$50,810	\$52,745	\$53,229	\$54,197
7	1.30	\$50,326	\$51,835	\$52,842	\$54,855	\$55,358	\$56,365
8	1.35	\$52,261	\$53,829	\$54,874	\$56,965	\$57,487	\$58,533
9	1.40	\$54,197	\$55,823	\$56,907	\$59,075	\$59,616	\$60,700
10	1.45	\$56,132	\$57,816	\$58,939	\$61,184	\$61,746	\$62,868
11	1.50	\$58,068	\$59,810	\$60,971	\$63,294	\$63,875	\$65,036
						1.11	1.13
12	1.55	\$60,004	\$61,804	\$63,004	\$65,404	\$66,604	\$67,804
13	1.60	\$61,939	\$63,797	\$65,036	\$67,514	\$68,753	\$69,991
17	1.66	\$64,262	\$66,190	\$67,475	\$70,045	\$71,331	\$72,616
20	1.70			\$69,101	\$71,733	\$73,050	\$74,366
25	1.78			\$72,353	\$75,109	\$76,487	\$77,865

*Note -These numbers are listed for the purpose of computing per diem and extra duty pay. The actual salaries for Steps 1 and 2 will be determined annually by the Board of Education pursuant to Letter of Understanding - Appendix A.

Persons on MA+30 as of September 1, 1981 will be grandfathered onto EdS/PhD column. Applies only to the following employees: John Janssen and Armand Sikkema.

APPENDIX A
2008-2009 SCHOOL YEAR
Base 38,712 x 2.40%
Step – 1
Degree – B.A.

STEP	INDEXED INCREMENT	BA 1.00	BA+18 1.03	BA+30 1.05	MA 1.09	MA+15 1.10	EdS/PhD 1.12
1*	1.00	\$39,641*	\$40,830*	\$41,623*	\$43,209*	\$43,605*	\$44,398*
2*	1.05	\$41,623*	\$42,872*	\$43,704*	\$45,369*	\$45,785*	\$46,618*
3	1.10	\$43,605	\$44,913	\$45,785	\$47,530	\$47,966	\$48,838
4	1.15	\$45,587	\$46,955	\$47,867	\$49,690	\$50,146	\$51,058
5	1.20	\$47,569	\$48,996	\$49,948	\$51,850	\$52,326	\$53,278
6	1.25	\$49,551	\$51,038	\$52,029	\$54,011	\$54,506	\$55,497
7	1.30	\$51,533	\$53,079	\$54,110	\$56,171	\$56,687	\$57,717
8	1.35	\$53,515	\$55,121	\$56,191	\$58,332	\$58,867	\$59,937
9	1.40	\$55,497	\$57,162	\$58,272	\$60,492	\$61,047	\$62,157
10	1.45	\$57,479	\$59,204	\$60,353	\$62,653	\$63,227	\$64,377
11	1.50	\$59,462	\$61,245	\$62,435	\$64,813	\$65,408	\$66,597
						1.11	1.13
12	1.55	\$61,444	\$63,287	\$64,516	\$66,973	\$68,202	\$69,431
13	1.60	\$63,426	\$65,328	\$66,597	\$69,134	\$70,402	\$71,671
17	1.66	\$65,804	\$67,778	\$69,094	\$71,726	\$73,043	\$74,359
20	1.70			\$70,759	\$73,455	\$74,803	\$76,150
25	1.78			\$74,089	\$76,911	\$78,323	\$79,734

*Note -These numbers are listed for the purpose of computing per diem and extra duty pay. The actual salaries for Steps 1 and 2 will be determined annually by the Board of Education pursuant to Letter of Understanding - Appendix A.

Persons on MA+30 as of September 1, 1981 will be grandfathered onto EdS/PhD column. Applies only to the following employees: John Janssen and Armand Sikkema.

APPENDIX A
2009-2010 SCHOOL YEAR
Base 39,641 x 2.50%
Step – 1
Degree – B.A.

STEP	INDEXED INCREMENT	BA 1.00	BA+18 1.03	BA+30 1.05	MA 1.09	MA+15 1.10	EdS/PhD 1.12
1*	1.00	\$40,632*	\$41,851*	\$42,664*	\$44,289*	\$44,695*	\$45,508*
2*	1.05	\$42,664*	\$43,944*	\$44,797*	\$46,503*	\$46,930*	\$47,783*
3	1.10	\$44,695	\$46,036	\$46,930	\$48,718	\$49,165	\$50,059
4	1.15	\$46,727	\$48,129	\$49,063	\$50,932	\$51,399	\$52,334
5	1.20	\$48,758	\$50,221	\$51,196	\$53,147	\$53,634	\$54,609
6	1.25	\$50,790	\$52,314	\$53,330	\$55,361	\$55,869	\$56,885
7	1.30	\$52,822	\$54,406	\$55,463	\$57,576	\$58,104	\$59,160
8	1.35	\$54,853	\$56,499	\$57,596	\$59,790	\$60,339	\$61,436
9	1.40	\$56,885	\$58,591	\$59,729	\$62,004	\$62,573	\$63,711
10	1.45	\$58,916	\$60,684	\$61,862	\$64,219	\$64,808	\$65,986
11	1.50	\$60,948	\$62,776	\$63,995	\$66,433	\$67,043	\$68,262
						1.11	1.13
12	1.55	\$62,980	\$64,869	\$66,129	\$68,648	\$69,907	\$71,167
13	1.60	\$65,011	\$66,962	\$68,262	\$70,862	\$72,162	\$73,463
17	1.66	\$67,449	\$69,473	\$70,822	\$73,520	\$74,869	\$76,218
20	1.70			\$72,528	\$75,291	\$76,673	\$78,054
25	1.78			\$75,941	\$78,834	\$80,281	\$81,727

*Note -These numbers are listed for the purpose of computing per diem and extra duty pay. The actual salaries for Steps 1 and 2 will be determined annually by the Board of Education pursuant to Letter of Understanding - Appendix A.

Persons on MA+30 as of September 1, 1981 will be grandfathered onto EdS/PhD column. Applies only to the following employees: John Janssen and Armand Sikkema.

APPENDIX A
2010-2011 SCHOOL YEAR
Base 40,632 x 2.50%
Step – 1
Degree – B.A.

STEP	INDEXED INCREMENT	BA 1.00	BA+18 1.03	BA+30 1.05	MA 1.09	MA+15 1.10	EdS/PhD 1.12
1*	1.00	\$41,648*	\$42,897*	\$43,730*	\$45,396*	\$45,813*	\$46,646*
2*	1.05	\$43,730*	\$45,042*	\$45,917*	\$47,666*	\$48,103*	\$48,978*
3	1.10	\$45,813	\$47,187	\$48,103	\$49,936	\$50,394	\$51,310
4	1.15	\$47,895	\$49,332	\$50,290	\$52,206	\$52,685	\$53,643
5	1.20	\$49,978	\$51,477	\$52,476	\$54,476	\$54,975	\$55,975
6	1.25	\$52,060	\$53,622	\$54,663	\$56,745	\$57,266	\$58,307
7	1.30	\$54,142	\$55,767	\$56,850	\$59,015	\$59,557	\$60,639
8	1.35	\$56,225	\$57,912	\$59,036	\$61,285	\$61,847	\$62,972
9	1.40	\$58,307	\$60,056	\$61,223	\$63,555	\$64,138	\$65,304
10	1.45	\$60,390	\$62,201	\$63,409	\$65,825	\$66,429	\$67,636
11	1.50	\$62,472	\$64,346	\$65,596	\$68,094	\$68,719	\$69,969
						1.11	1.13
12	1.55	\$64,554	\$66,491	\$67,782	\$70,364	\$71,655	\$72,946
13	1.60	\$66,637	\$68,636	\$69,969	\$72,634	\$73,967	\$75,300
17	1.66	\$69,136	\$71,210	\$72,592	\$75,358	\$76,741	\$78,123
20	1.70			\$74,342	\$77,174	\$78,590	\$80,006
25	1.78			\$77,840	\$80,805	\$82,288	\$83,771

*Note -These numbers are listed for the purpose of computing per diem and extra duty pay. The actual salaries for Steps 1 and 2 will be determined annually by the Board of Education pursuant to Letter of Understanding - Appendix A.

Persons on MA+30 as of September 1, 1981 will be grandfathered onto EdS/PhD column. Applies only to the following employees: John Janssen and Armand Sikkema.

**LETTER OF UNDERSTANDING
RE: APPENDIX A**

The Board has the right to set the salary for Steps 1 and 2 on the salary schedules each year of the Agreement subject to the following conditions:

The salaries for Step 1 may not be more than \$2,000 below the numbers listed for the purpose of computing per diem and extra duty pay for Step 1 on Appendix A.

All new hires placed at Step 1 of their respective degree index on the salary schedule each year will be paid the same salary, except that the salaries for teachers who have two (2) or more years of teaching experience and are placed at Step 1 or Step 2 shall be at the numbers listed for the purpose of computing per diem and extra duty pay for Step 1 or Step 2 on Appendix A.

The salaries for Step 2 may not be more than \$2,000 below the numbers listed for the purpose of computing per diem and extra duty pay for Step 2 on Appendix A.

The Board will notify the Association of the anticipated salaries for Step 1 and Step 2 on the salary schedules on or before August 1 of each year of the Agreement. The Board reserves the right to adjust the anticipated salaries after August 1 as it deems necessary to accomplish its hiring goals.

APPENDIX B
2007-2011 NON-TENURE SALARY SCHEDULE
(SCHEDULE B)

Coaches Salary Based on % of B.A., Based on Coaching Experience (limit to 7 steps)

Football

Head Coach Varsity	14.5%
Varsity Assistant (2 coaches)	10.0% each
Head Coach Reserve	9.5%
Reserve Assistant (2 coaches)	8.5% each
Head Coach Freshman	8.5%
Freshman Assistant	8.0%

Golf

Head Coach - Boys	11%
Head Coach - Girls	11%
Junior Varsity - Boys	7.75%
Junior Varsity - Girls	7.75%

Cross Country

High School(2 coaches)	11% each
Middle School (2 coaches)	6.0% each

Tennis

Head Coach - Boys	11%
Head Coach - Girls	11%
Junior Varsity - Boys	7.75%
Junior Varsity - Girls	7.75%
Middle School (2 coaches)	6.0% each

Swimming

Boys Coach	12.5%
Girls Coach	12.5%
Assistant - Boys	8.0%
Assistant - Girls	8.0%
Diving - Boys	8.0%
Diving - Girls	8.0%
Middle School Coach (2 coaches)	6.75% each
Middle School Assistant Coach (2 coaches)	5.75% each
Middle School Diving Coach (2 coaches)	5.75% each

Basketball

Head Coach - Boys	14.5%
Head Coach - Girls	14.5%
Junior Varsity - Boys	10%
Junior Varsity - Girls	10%
9th Grade - Boys	9.0%
9th Grade - Girls	9.0%

8th Grade - Boys (2 coaches)	6.5% each
8th Grade - Girls (2 coaches)	6.5% each
7th Grade - Boys (2 coaches)	6.5% each
7th Grade - Girls (2 coaches)	6.5% each
Track	
Head Coach - Boys	11%
Head Coach - Girls	11%
Assistant – Boys (2 coaches)	7.75% each
Assistant – Girls (2 coaches)	7.75% each
Middle School (2 coaches)	6.0% each
Middle School Assistant (4 coaches)	5.0% each
Baseball	
Head Coach Varsity	11%
Junior Varsity	7.75%
Freshman	7.0%
Soccer	
Head Coach - Boys	11%
Head Coach - Girls	11%
Junior Varsity - Boys	7.75%
Junior Varsity - Girls	7.75%
Freshman – Boys	7.0%
Freshman – Girls	7.0%
8th Grade - Boys	6.0%
8th Grade - Girls	6.0%
7th Grade - Boys	6.0%
7th Grade - Girls	6.0%
Softball	
Head Coach Varsity	11%
Junior Varsity	7.75%
Freshman	7.0%
Volleyball	
Head Coach Varsity	11%
Junior Varsity	7.75%
Freshmen	7.0%
8th Grade	6.0%
7th Grade	6.0%
Water Polo	
Varsity Head Coach - Boys	9.0%
Varsity Head Coach - Girls	9.0%
Junior Varsity Head Coach (2 coaches)	6.0% each

Wrestling	
Head Coach	12.5%
Assistant Varsity Coach	8.0%
Middle School Coach	6.75%
Middle School Assistant	5.75%
Cheerleading	
Varsity Sideline	Fall 6.0%
Junior Varsity Sideline	Fall 4.0%
Freshman Sideline	Fall 4.0%
Varsity Competitive Cheer	Winter 9.0%
Junior Varsity Competitive Cheer	Winter 6.25%
Freshman Competitive Cheer	Winter 6.25%
Hockey	
Head Coach	9.0%
Assistant Coach	6.25%
Bowling – Boys	9.0%
- Girls	9.0%
Marching Band Director	11.5% (if not offered as credit class) 9.5% (if offered as credit class)
Assistant Marching Band Director	8.5% (if not offered as credit class) 6.5% (if offered as credit class)
All Extramural & Intramural	\$13.97/hr. – 2007-08 \$14.31/hr. – 2008-09 \$14.67/hr. – 2009-10 \$15.04/hr. – 2010-11

All mileage recorded by coaches on scouting assignments of the Athletic Department shall be paid at a rate equal to the current IRS fixed mileage rate, providing a school car is not available.

For the following: salary is based on % of B.A. Step (limit to 11 steps)

Vantage Point	6.0% (if not offered as credit class) 2.0% (if offered as credit class)
Broadcasting	6.0% (if not offered as credit class) 2.0% (if offered as credit class)
Yearbook	6.0% (if not offered as credit class) 2.0% (if offered as credit class)
High School Student Council	6.0%
High School Student Council Assistant	4.0%
Middle School Student Council (2)	4.0% each
Debate	2.0%
Forensics	2.0%
Close-Up	2.0%
Michigan Youth in Government Coordinator	2.5%

School Store	4.0% (if offered as credit class) 6.0% (if not offered as credit class)
Science Club	2.0%
Dance Club	
Head Coach	2.5%
Junior Varsity Coach	1.5%
Visual Imaging Club	2.0%
Chess Club	2.0%
Middle School Football Club	
Head Coach 8 th grade (2)	4.0% each
Head Coach 7 th grade (2)	3.5% each
Middle School Competitive Cheer Coach	
7 th grade	2.5%
8 th grade	2.5%
Middle School Tennis (2 coaches)	6.0% each
We the People	2.0%
Pep Band	2.0%
Fiddle Club	2.0%
Band and Orchestra	
Symphony Band	
Director	3.0%
Assistant	2.0%
Concert Band & Orchestra Director	
Director	3.0%
Assistant	2.0%
Freshman Band & Orchestra Director	
Director	2.0%
Assistant	1.5%
6 th /7 th /8 th Grade Band (each band – each school)	
Director	1.5%
Assistant(s)	1.0%
6 th /7 th /8 th Grade Orchestra (each orchestra – each school)	
Director	1.5%
Assistant(s)	1.0%
Play Directors	
Musical Director	6.0%
Musical Assistant Director	4.0%
Drama Director	6.0%
Drama Assistant Director	4.0%
Music Revue Show	4.0% (if offered as credit class) 6.0% (if not offered as credit class)
Choir	
High School	8.0%
Middle School (3)	6.5% each

Ski Club	
High School	2.0%
Middle School	1.0%
Class Sponsors	
Seniors (2)	2.5% each
Juniors (2)	3.5% each
Sophomores (2)	1.5% each
Freshmen (2)	1.5% each
National Honor Society (High School)	6.0% total (divide among those serving)
S.A.D.D. advisor	2.0%
Middle School Science Olympiad (3 coaches per team)	2.0% each
Summer Science Instructors (2)	5.5% each
Elementary Safety Sponsor	\$250.00
Detention Room Supervision	\$24.85 – 2007-08
	\$25.45 – 2008-09
	\$26.09 – 2009-10
	\$26.74 – 2010-11

<u>Mentors</u>	<u>Mentee Year 1</u>	<u>Mentee Year 2</u>	<u>Mentee Year 3</u>
“Pathwise” Mentors	\$935	\$935	\$550
Non-“Pathwise” Mentors	\$660	\$495	\$400

APPENDIX C
Staff Calendar for the 2007-2008 School Year

<u>Date(s)</u> <u>Instruct. Days</u>	<u>Activity</u>	<u>Teacher Days</u>
August 20-22	New Teacher Orientation* (2-3 days)	
August 27	First Teacher Day	
August 28-29	Professional Development	
August 30	Teacher Day	
<u>August</u> 2		4
September 3	Labor Day	
September 4	First Student Day	
<u>September</u> 19		19
<u>October</u> 23		23
November 2	Pro. Dev. / Records Day - Elem. Pro. Dev. - MS & HS	
November 5, 6, 8	Parent Teacher Conferences (evenings)	
November 22-23	Thanksgiving Break	
November 26	Records Day - HS / Elem. & MS off	
<u>November</u> 18		20
December 24	Christmas Vacation Begins	
<u>December</u> 15		15
January 7	Classes Resume	
<u>January</u> 19		19
February 15	Pro. Dev. / Records Day - Elem. Pro. Dev. - MS & HS	
February 25-27	Parent Teacher Conferences (evenings)	
February 28	Pro. Dev. - Elem. & MS Records Day - HS	
February 29	Mid-Winter Break	
<u>February</u> 18		20
<u>March</u> 21		21
April 4	Spring Break Begins	
April 14	Classes Resume	
<u>April</u> 16		16
May 26	Memorial Day	
<u>May</u> 21		21
June 5	Last Student Day	

MS & HS students dismissed @noon
Elementary students dismissed @1:00
Records Day

June 6

June

4

5

183

176

*Teachers in their first three (3) years of employment in classroom teaching who have not fulfilled their State-mandated professional development requirements shall be required to report prior to the first day for up to three (3) additional days of professional development their first year of classroom teaching and up to two (2) additional days of professional development in each of their next two (2) years of classroom teaching.

HUDSONVILLE BOARD OF EDUCATION

and the

HUDSONVILLE EDUCATION ASSOCIATION, MEA-NEA

Hudsonville Public Schools (“the District”) will offer an Extra Income Transition Plan (“the Plan”) on a one-time basis under the following terms and conditions:

A. Eligibility.

1. The bargaining unit member must have completed fifteen (15) or more years of service with the District and be at or above Step 13 of any column on the Hudsonville Salary Schedule (Appendix A) on or before the effective date of termination of his/her employment.

2. The bargaining unit member must be eligible for retirement under the Michigan Public School Employees Retirement System (“MPERS”).

3. The bargaining unit member must be actively employed during the school year prior to when his/her retirement commences.

4. The bargaining unit member must agree to terminate his/her employment with the District at the end of any school year beginning with the 2005/2006 school year and ending with the 2015/2016 school year.

5. The bargaining unit member must provide the District with advance written notice of his/her intention to terminate his/her employment under this Plan no later than January 1 of the year he/she plans to retire.

6. The bargaining unit member electing this Plan must sign a Release and Waiver of Claims Agreement at least fourteen (14) calendar days prior to effective date of his/her resignation and fail to exercise his/her right to revoke the Agreement during the seven (7) day period after executing the Agreement.

B. Incentive Payment.

The District shall pay an eligible bargaining unit member payments in the form of a nonelective employer contribution to a 403(b) plan account with a Board-approved vendor as selected by the teacher, as follows:

Accumulated Service Credit under MPERS When Bargaining Unit Member's Retirement Commences	Payment Based On The Indicated Percentage Of The Bargaining Unit Member's Actual Appendix A Salary During His/Her Final Year of Employment				
	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
30 years or less	15%	15%	15%	15%	15%
31 Years	15%	13%	12%	11%	None
32 Years	15%	12%	10%	None	None

Payments will be made on or before June 30 of the year they are due. The bargaining unit member is responsible for the payment of any federal, state or local taxes with respect to the payments.

C. Service Credit Option.

In lieu of the Incentive Payment in Section B above, a bargaining unit member with less than thirty (30) but at least twenty-five (25) years of service credit under MPERS may elect the following:

Accumulated Service Credit Under MPERS When Bargaining Unit Member's Retirement Commences	Years of Service Credit To Be Purchased By District	Payment Based On The Indicated Percentage Of The Bargaining Unit Member's Actual Appendix A Salary During His/Her Final Year of Employment				
		<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
25	5	None	None	None	None	None
26	4	15%	None	None	None	None
27	3	15%	15%	None	None	None
28	2	15%	15%	15%	None	None
29	1	15%	15%	15%	15%	None

Any payments made for years of service credit will be made in accordance with MPERS guidelines. Such payments shall be limited to the percentage rates as of August 2, 2005 in the Variable Percentage Buy-In Table issued by MPERS.

Percentage of salary payments will be made on or before June 30 of the year they are due in the form of a nonelective employer contribution to a 403(b) account with a Board-approved vendor

as selected by the teacher. The bargaining unit member is responsible for the payment of any federal, state or local taxes with respect to the payment.

C. Grandfather Provision.

Eligibility.

The bargaining unit member was eligible for regular retirement benefits under MPERS as of June 30, 2006 (regardless of the year within which he/she first satisfied the requirements for regular retirement benefits under MSPERS).

Incentive Payment.

The District shall pay an eligible bargaining unit member payments in the form of a nonelective contribution to a 403(b) plan account with a Board-approved vendor as selected by the teacher, as follows:

<u>Effective Date Of Bargaining Unit Member's Retirement</u>	<u>Payment Based On The Indicated Percentage Of The Bargaining Unit Member's Actual Appendix A Salary During His/Her Final Year of Employment</u>				
	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
<i>June 30, 2006</i>	<i>15%</i>	<i>15%</i>	<i>15%</i>	<i>15%</i>	<i>15%</i>
<i>June 30, 2007</i>	<i>15%</i>	<i>13%</i>	<i>12%</i>	<i>11%</i>	<i>None</i>
<i>June 30, 2008</i>	<i>15%</i>	<i>12%</i>	<i>10%</i>	<i>None</i>	<i>None</i>

Payments will be made on or before June 30 of the year they are due. The bargaining unit member is responsible for the payment of any federal, state or local taxes with respect to the payments.

D. One-Time Insurance Option.

An eligible bargaining unit member may on a one-time basis elect to terminate his/her employment with the District at the end of the 2005/2006 school year, and the Board shall continue to provide the same health and dental insurance programs to the teacher and bargaining unit members. These insurance benefits shall terminate five (5) years after the effective date of the teacher's termination of employment or upon the death of the teacher, whichever occurs first. The benefits provided in this option are in lieu of any other benefits provided in Sections B., C., or D. of this Letter of Understanding.

F. The Letter of Agreement shall expire at midnight on August 26, 2016.

THE HUDSONVILLE BOARD OF
EDUCATION

THE HUDSONVILLE EDUCATION
ASSOCIATION, MEA-NEA

By _____
Its _____

By _____
Its _____

Date: _____

Date: _____

LETTER OF UNDERSTANDING

School Improvements

The Board, Administration, teachers and Association, in conjunction with P.A. 25 of 1990, MSA 15.4627 *et. seq.*, agree that district-wide school improvement plans and quality educational services are a fundamental priority and shared goal of the parties.

The Board recognizes that the terms and conditions of the collective bargaining agreement will govern with respect to wages, hours and other conditions of employment and that those terms shall not be altered or modified through the school improvement process, absent written mutual agreement and ratification by the parties.

Participation or non-participation in school improvement planning shall not be used as a criterion for evaluation, discipline or discharge.

LETTER OF UNDERSTANDING

School Day Schedule for Kindergarten Parent/Teacher Conferences

It is the agreement of the parties to modify the Kindergarten schedule to accommodate the following changes:

The district shall continue the practice of providing Kindergarten staff the option of a substitute or compensation at substitute rate during the parent/teacher conference weeks. A half-time teacher shall be allowed two (2) half days of substitute help or pay during the parent/teacher weeks (fall and spring) while the full-time teachers shall be allowed four (4) half days of substitute help or pay for the same weeks.

The parties agree that some modifications may be necessary in this format. In the event that changes are needed, the parties will meet when a meeting is requested by either party.

LETTER OF UNDERSTANDING

RE: Misc. Matters

It is understood that attendance and/or participation by teachers in events (such as overnight camps, elementary Christmas programs, etc.) scheduled outside of the regular school hours is voluntary.

Should the District implement a middle school schedule that does not include teacher team planning time of at least thirty-five (35) minutes per day in addition to the contractual individual planning time, the District agrees teachers in middle school buildings shall have no obligation to provide any teaming activities traditionally provided under the team teaching concept.

Letter of Agreement

Re: New Teacher Mentoring Program

In light of the fact that the district is in the process of enhancing the new teacher mentoring program (called "Pathwise"), the parties have reached a number of agreements concerning the structure and requirements of the program. Some of the agreements are included in the Master Agreement (Article XXV. "Mentor Teachers"). The agreements detailed below are in addition to the specific contract language and it is the intent of the parties that these agreements remain in effect through the 2003-2005 contract or until both parties agree to modify them.

The training of new teacher mentors will be the responsibility of the district. Teachers involved in the training will be compensated at the curriculum rate for all non-contractual time they are involved in the training. All expenses related to the training will be reimbursed according to the District's conference guidelines. Some of the training can occur as release time during the school year.

Trained mentors will be assigned the same mentee for all three years of the mentoring process, if applicable, and absent a modification of the arrangement by the "Steering Committee" or the supervisor of the mentoring program.

Mentors are expected to meet with their mentee on at least two occasions each month for at least a total of one and one-half (1 1/2) hours.

Pathwise Mentors are normally expected to complete the Pathwise activities with the beginning teacher over a two-year period. In the event that is not possible, the mentor must make arrangements with the mentor supervisor.

A "Steering Committee", made up of no more than eight (8) teachers and no more than five (5) administrators, will monitor the mentoring process and assist in the recruitment and selection of mentors. The Association will select teacher participants for this committee. The final decision for mentor selection will be made by the administration.

For Hudsonville Public Schools

For Hudsonville Education Association

Date

Date

Expectations for Team Planning Time

If the Board continues to require team planning time, core teachers will be given a specified team planning time daily (35 minutes). It is the responsibility of the team to use the team planning time to develop a plan that incorporates the following expectations into their team time agendas.

The team will:

Develop interdisciplinary units (curriculum on the wall - updates) that include reading and writing in the content areas.

Maintain a daily log and agenda of the team meeting content. Include notes of: discussions regarding curriculum, schedules, student needs and expectations, etc.

Inform the administration of the team meeting location.

Provide the administration a summary of weekly plans, schedule of events, etc. (method still to be determined)

Write and submit a monthly paragraph of block activity for the newsletter.

Make contact with each student's parent, or guardian, at least one time per semester. This contact can be in the form of a personal note or phone call. If parent meetings are necessary they may be scheduled during this team planning time.

Plan strategies that prepare students for success on assessment test (such as our District's unit outcomes and the MEAP).

Meet with the building administrator periodically to provide an update of team activity and student progress.

Designate a team leader.

Plan Flex/Seminar class activities.

Plan team award and student recognition activities.

Process BAT referrals.

Discuss and plan the use of "at-risk aides" and student accommodations.

Letter of Agreement

RE: Job Sharing

The undersigned representatives of the Hudsonville Public Schools Board of Education and the Hudsonville Education Association do hereby agree to the following provisions regarding Job Sharing for the 2005-2006 and 2006-2007 school years.

Job Sharing shall refer to two (2) tenured bargaining unit members voluntarily sharing one (1) full-time position/assignment, which involves the sharing of students.

1. **PURPOSE:** Two or more tenured bargaining unit members may request to pair up for the purpose of sharing common teaching assignments in grades K through 12, including Special Education. This voluntary pairing shall not occur if the pairing results in the involuntary layoff or voluntary transfer of a teacher. It shall not occur if it prevents the recall of a laid off teacher. There can be no more than one job share assignment per school building. Any building principal may choose not to participate in such a pairing and must notify their staff of their intention to not participate by March 20 each year.

2. **APPLICATION:** Any interested teachers may submit an application/proposal to job share a teaching assignment for the following school year to the appropriate administrator or supervisor for review. The interested teachers will then submit their proposal to the Personnel Director by April 10th. The proposal shall indicate the teachers' desire to job share as well as provide an explanation and outline of their proposed working arrangement. The proposal must include a detailed description of the work load and schedule including planning time distribution, and an equitable half-day schedule. The proposal must also include plans for communication both with the parents, each other, and other team members. Before a final decision is made, teachers may request to meet with the appropriate administrators to discuss and clarify the proposed job sharing arrangement. The application shall be approved or disapproved by the superintendent or his/her designee within thirty (30) school days of the application. The decision shall be final and no appeals will be considered. The decision shall not be subject to the grievance process. Each approved job share will be renewed at request of teachers pending or subject to administrative approval based on successful job share evaluation.

3. **RESPONSIBILITIES:** Responsibilities of an assignment by two (2) job sharers may be divided and/or allocated according to a plan designed by the job sharers with the agreement of the District. However, without additional compensation and notwithstanding Article V. Section D. of the Agreement, each job share participant shall be required to be in attendance at all: regular monthly staff meetings, monthly district meetings including department/grade level/team after school meetings, in-services, parent/teacher conferences, middle school team planning and all other activities as required of all regular full-time teachers. The building administrator will make an effort to equitably distribute planning periods between the two teachers.

4. **COMPENSATION:** Compensation shall be determined by each teacher's step and column on the salary schedule, prorated by the teacher's teaching time: the full-time teacher's teaching time. Each teacher will gain one (1) full year of seniority (per article 12) and will be credited with one (1) full year of credit on the salary schedule for each year worked in a job

share position. All other provisions of the current Master Agreement, except as specified herein, shall continue as if the teacher is working in a regular full-time position.

5. **BENEFITS:** Sick leave and personal leave will be granted and used on a prorated basis. Fringe benefits shall be provided on a pro-rata basis as defined in Article XIV, based on pro-rata portion that each teacher teaches. The teachers may contribute any additional amounts necessary to pay premiums of the insurance coverage the teacher may desire, by payroll deduction.

6. **SUBSTITUTING:** In the event that one of the teachers is absent, the other teacher will be asked to substitute for the absent teacher. The teacher shall be compensated “sub” pay (per Article VI.C.4.). In the event that the teacher is called upon to be a long-term substitute, the teacher shall be compensated according to the contract (Article XXVIII, H. I. and Article VI.C.4.). In the event that a teacher leaves the job share assignment before the end of the school year, the other teacher will assume full responsibility for the position within ten (10) school days of receiving notice and will be compensated accordingly. In the event that neither participant wants to continue in the job share, the position becomes vacant and is posted.

7. **RETURNING TO FULL-TIME POSITION:** If the district terminates the job share, the employees will be covered under layoff and recall procedures as per the contract. If a participant decides to end the job share at any time, the teacher may apply for any available position, or may take a voluntary layoff. The remaining job share participant can either seek a new job share partner and make application to continue the job share or take the position as a full-time position.

8. **CONTINUATION:** The intent of the parties is to continue the job share agreement beyond the 2006-2007 school year subject to review in the spring of 2007.

9. **AGREEMENT:** The District, the job sharing teachers, and the Association shall sign the approved job sharing agreement. Except for the specific provisions made expressly in this letter of agreement, all the terms and conditions of the current Master Agreement apply for bargaining unit members involved in job sharing. Further this letter in no way sets any precedents or waives any rights currently enjoyed by any bargaining unit members who are teaching less than full-time in posted part-time positions.

For the Hudsonville Public Schools

For the Hudsonville Education Association

LETTER OF UNDERSTANDING

RE: ARTICLE XXIV, SECTION B.6.

In order to clarify the application of Article XXIV, Section B.6. in the situation where school is closed on one or more of the exam days for high school students at the end of first semester, teachers at the high school shall be given a half day off on the teacher record day as set in the calendar and will be required to submit students' grades within two (2) days after the last of the final exams are completed.

Should the Board decide a middle school schedule that does not include teacher team planning time of at least thirty-five (35) minutes per day in addition to the contractual individual planning time for the 2006-2007 school year and beyond, the District agrees teachers in middle school buildings shall have no obligations to provide any teaming activities traditionally provided under the team teaching concept.

