

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

October 12, 2012 – August 26, 2014

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I Recognition	1
ARTICLE II Financial Responsibility	3
ARTICLE III Teacher Rights	5
ARTICLE IV Professional Compensation.....	7
ARTICLE V Teaching Hours	9
ARTICLE VI Teaching Loads and Assignments	11
ARTICLE VII Teaching Conditions.....	14
ARTICLE VIII Vacancies and Promotions	15
ARTICLE IX Transfers	17
ARTICLE X Personal and Family Illness, Disability, Death	18
ARTICLE XI Unpaid Leaves of Absence	21
ARTICLE XII Seniority.....	26
ARTICLE XIII Reduction of Personnel – Ancillary Positions.....	28
ARTICLE XIV Insurance Protection.....	32
ARTICLE XV Teacher Evaluation – Ancillary Positions	36
ARTICLE XVI Professional Grievance Negotiation Procedure	40
ARTICLE XVII Student Teachers.....	42
ARTICLE XVIII Conference Funds.....	43
ARTICLE XIX Disciplinary Procedures	44
ARTICLE XX Additional Salary Adjustments	46
ARTICLE XXI Extra Duty	48
ARTICLE XXII Reimbursement for Advance Study.....	51
ARTICLE XXIII Board Rights.....	52
ARTICLE XXIV Calendar	53

ARTICLE XXV Mentor Teachers	55
ARTICLE XXVI Curriculum Development.....	57
ARTICLE XXVII ESEA (No Child Left Behind).....	58
ARTICLE XXVIII Miscellaneous Provisions	59
ARTICLE XXIX Duration of Agreement	61
APPENDIX A 2012 - SALARY SCHEDULES.....	62
LETTER OF UNDERSTANDING RE: APPENDIX A.....	64
APPENDIX B 2012 - 2014 NON-TENURE SALARY SCHEDULE	65
APPENDIX C 2012-2013 School Year	70
LETTER OF UNDERSTANDING Re: Extra Income Transition Plan.....	71
LETTER OF UNDERSTANDING School Improvements	74
LETTER OF UNDERSTANDING Re: Misc. Matters.....	75
LETTER OF AGREEMENT Re: New Teacher Mentoring Program	76
LETTER OF AGREEMENT Expectations for Team Planning Time	77
LETTER OF AGREEMENT Re: Job Sharing	78
LETTER OF UNDERSTANDING Re: Article XXIV, Section B.6	80
APPENDIX D – Ancillary Staff Evaluations	81

1 **MASTER CONTRACT**

2 This Agreement entered into this 12th day of October, 2012, by and between the Board of
3 Education of the Hudsonville Public Schools, Hudsonville, Michigan, hereinafter called the
4 “Board,” and the Hudsonville Education Association, MEA-NEA, hereinafter called the
5 “Association.”

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

7 **ARTICLE I**

8
9 **Recognition**

10 A. The Board hereby recognizes the Association as the exclusive bargaining representative,
11 as defined to the extent required by Section II of Act 336, Public Act of 1947, as
12 amended, for all professional personnel, including personnel on tenure, probation,
13 classroom teachers, counselors, librarians, speech therapists, remedial reading teachers,
14 school social workers and school psychologists employed by the Board but excluding
15 supervisory and executive personnel and office and clerical employees. The term
16 “teacher,” when used hereinafter in this Agreement, shall refer to all employees
17 represented by the Association in the bargaining or negotiating unit as above defined. All
18 references to “he” or “she” shall refer to persons of either gender. The term
19 “Superintendent,” when used hereinafter in this Agreement, shall refer to the
20 Superintendent of Hudsonville Public Schools or her/his designee.

21 B. The Board agrees not to negotiate with any teachers’ organization other than the
22 Association for the duration of this Agreement. Nothing contained herein shall be
23 construed to prevent any individual teacher from presenting a grievance and having the
24 grievance adjusted, up to but not including arbitration, without intervention of the
25 Association, if the adjustment is not inconsistent with the terms of this Agreement,
26 provided that the bargaining representative has been given opportunity to be present at
27 such adjustment.

28 C. Within thirty (30) days of the beginning of their employment hereunder, teachers may
29 sign and deliver to the Board an assignment authorizing deduction of membership dues of
30 the Association (including the National Education Association, the Michigan Education
31 Association, and the Hudsonville Education Association). Such sum shall be deducted as
32 dues from the regular salaries of all teachers who have signed and delivered said
33 assignment, and remitted monthly to the Association.

34 D. Nothing contained herein shall be construed to deny or restrict to said teacher, rights
35 he/she may have under the Michigan General Laws or applicable civil service laws and
36 regulations.

37 E. Ancillary Staff in this contract are defined as Association Members who are not subject
38 to the Michigan Teacher’s Tenure Act, including but not limited to Occupational,
39 Physical, or Speech Therapists, Nurses, Social Workers or Teacher Consultants.

40 F. In the event that legislation affecting language stricken from the 2011-2012 Master
41 Agreement is repealed or overturned, those items will be reconstructed through the use of
42 existing board policy and mutually agreed upon administrative guidelines (where
43 applicable).

44 In the event that no Board policy exists covering the removed subjects, previous contract
45 language will be reinstated from the 2011/2012 Master Agreement into the existing
46 Master Agreement

47
48 This language provides that all reconstructed/reinstated changes must be collaboratively
49 agreed upon by the HEA and the administration.
50

51 ARTICLE II

52 Financial Responsibility

- 53
- 54 A. Each employee covered by the negotiated agreement between the Board and the
- 55 Association shall, as a condition of employment, on or before thirty-one (31) days from
- 56 the date of commencement of professional duties, join the Association or pay a service
- 57 fee to the Association equivalent to the amount of dues uniformly required of the
- 58 members of the HEA/MEA/NEA, less any amounts not permitted by law; provided,
- 59 however, that the bargaining unit member may authorize payroll deduction for such fee.
- 60 In the event that the bargaining unit member shall not pay such service fee directly to the
- 61 Association or authorize payment through payroll deduction, the Board shall, at the
- 62 request of the Association, deduct the service fee from the bargaining unit member's
- 63 salary and remit the same to the Association under the procedure provided below.
- 64 B. The procedure in all cases of non-payment of the service fee shall be as follows:
- 65 1. The Association shall notify the teacher of non-compliance by certified mail,
- 66 return receipt requested. Said notice shall detail the non-compliance and shall
- 67 provide ten (10) days for compliance, and shall further advise the recipient that a
- 68 request for wage deducted may be filed with the Board in the event compliance is
- 69 not affected.
- 70 2. If the teacher fails to remit the service fee or authorize deduction for same, the
- 71 Association may request the Board to make such deduction pursuant to the
- 72 opening paragraph above.
- 73 3. The Board, upon receipt of request for involuntary deduction, shall provide the
- 74 teacher with an opportunity for a due process hearing limited to the question of
- 75 whether or not the teacher has remitted the service fee to the Association or
- 76 authorized payroll deduction for same.
- 77 C. Pursuant to Chicago Teachers' Union v Hudson, 106 S Ct 1066 (1986), the Association
- 78 has established a "policy regarding objections to political-ideological expenditures."
- 79 That policy and the administrative procedures (including the timetable for payment)
- 80 pursuant thereto applies only to non-Association bargaining unit members. The remedies
- 81 set forth in that policy shall be exclusive and, unless and until such procedures (including
- 82 any administrative or judicial review thereof) shall have been availed of and exhausted,
- 83 no dispute, claim or complaint by an objecting bargaining unit member concerning the
- 84 application and interpretation of this Article shall be subject to the grievance procedure
- 85 set forth in this Agreement.
- 86 D. Due to certain requirements established in recent court decisions, the Association
- 87 represents that the amount of the fee charged to non-members, along with other required
- 88 information, may not be available and transmitted to non-members until mid-school year
- 89 (December, January or February). Consequently, the parties agree that the procedures in

90 this Article relating to the payment or non-payment of the representation fee by non-
91 members shall be activated thirty (30) days following the Association's notification to
92 non-members of the fee for that given school year.

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

101 F. General Provisions

- 102 1. Sections A through E of this Article shall be effective for each school year of this
103 Agreement, and all sums payable hereunder shall be determined from the
104 beginning of each school year. Persons becoming members of the collective
105 bargaining unit during the course of any school year shall have their service fee
106 prorated over the school year.
- 107 2. Authorization for dues deduction shall continue in effect unless revoked in
108 writing. Pursuant to such authorization, the Board shall deduct such dues
109 beginning in October on a schedule to be determined between the Business Office
110 and the Association. Deductions for teachers employed after the commencement
111 of the school year and/or who begin dues or fee payments after October shall be
112 approximately prorated to complete payments no later than the following June.
- 113 3. The Association will certify at least annually to the Board ten (10) days prior to
114 the date of the first payroll deduction for professional fees or service fees the
115 amount of the service fee to be deducted by the Board.

116 **ARTICLE III**

117 **Teacher Rights**

- 119 A. Pursuant to Act 336 of the Public Acts of 1947, the Board hereby agrees that every
120 employee of the Board shall have the right freely to organize, join and support the
121 Association for the purpose of engaging in collective bargaining or negotiation and other
122 concerted activities for mutual aid and protection. As a duly elected body exercising
123 governmental power under color of law of the State of Michigan, the Board undertakes
124 and agrees that it will not directly or indirectly discourage or deprive or coerce any
125 teacher in the enjoyment of any rights conferred by Act 336 or other laws of Michigan or
126 the Constitutions of Michigan and the United States; that it will not discriminate against
127 any teacher with respect to hours, wages or any terms or conditions of employment by
128 reason of his/her membership in the Association, his/her participation in any activities of
129 the Association or collective professional negotiations with the Board, or his/her
130 institution of any grievance, complaint or proceeding under this Agreement or otherwise
131 with respect to any terms or conditions of employment.
- 132 B. The Board and the Association specifically recognize the right of each to invoke the
133 assistance of the State Labor Mediation Board, or a mediator from such public agency.
- 134 C. No teacher shall be prevented from wearing insignia, pins or other identification of
135 membership in the Association either on or off school premises. One bulletin board, as
136 provided in each teachers' lounge, shall be made available to the Association and its
137 members.
- 138 D. Complaints. Any complaint by a parent, student or a District employee which is directed
139 toward a teacher shall be promptly called to the teacher's attention if considered serious
140 enough by the appropriate administrator to add to the teacher's personnel file. Prior to
141 the complaint being placed in the teacher's personnel file, the teacher shall be given the
142 opportunity to provide background information and the District shall conduct an
143 appropriate investigation to determine if there exists a legitimate basis for the complaint.
144 In the event the District concludes there is not a legitimate basis for the complaint, the
145 complaint will not be placed in the personnel file of the teacher. If such a complaint is
146 kept in a District file, other than the personnel file, it shall include an attachment stating
147 the complaint was investigated and there was no legitimate basis for the complaint. Any
148 disciplinary actions resulting from complaints shall conform to the requirements in the
149 contractual disciplinary procedures contained elsewhere in this Agreement and shall be
150 subject to the grievance procedure (Article XVI of the Master Agreement).
- 151 E. Personnel File. Each bargaining unit member shall have the right upon request to review
152 the contents of his/her own personnel file. A representative of the Association may be
153 requested to accompany the member in such review. The Board may also have a
154 representative present during the review. The bargaining unit member may submit a
155 written response regarding any material placed in his/her file, and this response shall be
156 attached to the file copy of the material in question and will be included with any copies
157 of the material that are provided to third parties.

- 158 F. The Association shall have the free use of school facilities for holding Association
159 meetings during reasonable hours. Request for the use of school facilities will be made in
160 a manner consistent with present policy for building use. The Association shall pay for
161 the reasonable cost of all materials and supplies incident to such use.
- 162 G. At the beginning of every school year, the Association will be credited with twelve (12)
163 days leave to be used by the teachers who are officers or agents of the Association. The
164 Association will pay for substitute wages for usage beyond five (5) days. The
165 Association agrees to notify the Board no less than forty-eight (48) hours in advance of
166 taking such leave. A teacher may not use any more than four (4) days during any school
167 year without approval from the Superintendent.
- 168 H. Freedom of Information Act. Upon the District receiving a Freedom of Information Act
169 (FOIA) request for the records, the personnel file, or any portion thereof, of any teacher,
170 the District shall notify the teacher and the Association by e-mail or telephone and shall
171 upon the teacher's written request provide to the teacher and/or the Association a copy of
172 the FOIA request as well as copies of all documents and communications received by the
173 District related to the FOIA request. Thereafter, if requested in writing, the District will
174 provide the teacher with copies of all communications and documentation sent to the
175 requesting party by or on behalf of the District.

176

177 **ARTICLE IV**

178 **Professional Compensation**

- 179
- 180 A. The salaries of teachers covered by this Agreement are set forth in Schedule A, which is
181 attached to and incorporated in this Agreement. Such salary schedule shall remain in
182 effect during the term of this Agreement.
- 183 B. Teachers, other than those in their first three (3) years of employment in classroom
184 teaching who have not fulfilled their State-mandated professional development
185 requirements, shall not be required to report more than four (4) days prior to the
186 beginning of classes in the current school year or to remain more than two (2) days after
187 the school year is completed. Teachers will be dismissed at noon on one of the days prior
188 to the beginning of the school year in exchange for their attendance at building open
189 houses. (See School Calendar attached.)
- 190 C. Compensation and Related Benefits
- 191 1. Salary Checks and Deduction
- 192 a. Professional personnel shall receive their contract salary in either twenty-
193 six (26) or twenty-one (21) equal payments or every two (2) weeks during
194 the school year. The 21-payments option must be exercised prior to the
195 first pay period in the new school year. Payments shall be in the form of a
196 deposit made in the name of each teacher with a bank that accepts
197 electronic transfers designated by the teacher or by payroll check. A
198 deposit receipt indicating a summary of earnings and deductions together
199 with the net amount of each deposit shall be furnished to the teacher on the
200 day of deposit. In addition to the usual deductions, teachers may make
201 contributions to credit unions and tax-deferred annuities designated by the
202 Board of Education and the MEA Financial Services Long Term Care
203 Program by authorizing appropriate payroll deductions. The available
204 annuities shall be limited to those meeting the 403(b) plan document
205 participation requirements. A list of the approved plans will be provided
206 to staff annually.
- 207 b. Retiring staff members will be paid in full on the last payroll in June
208 following their last year of service.
- 209 c. Teachers paid for extra contracts have the choice of receiving pay in a
210 lump sum when the activity is completed or a pro-ration for the amount of
211 the activity completed in December and the balance at the close of the
212 school year.
- 213 d. PAK B (cash in lieu of medical insurance) payments will start with the
214 first pay date following the conclusion of the open enrollment window.

215 The annual payment amount will be distributed equally throughout the
216 remainder of the payroll dates for that school year.

217 D. Classroom teachers scheduled to work beyond the 183 contract days stated in Appendix
218 C (up to 186 contract days for teachers in their first three (3) years of employment in
219 classroom teaching who have not fulfilled their State-mandated professional development
220 requirements), except in the case of “make-up days” for school closing as outlined in
221 Article XXIV - Calendar, shall be compensated on a per diem basis. The per diem
222 amount shall be determined by dividing the employee’s annual salary schedule in effect
223 by 183. Non-classroom staff shall be given the option of receiving compensatory release
224 time or be compensated on a per diem basis based on the employee’s current annual
225 salary schedule divided by 183 for all time worked beyond the normal school calendar.
226 Days scheduled beyond the normal school calendar must be approved in advance by the
227 appropriate administrator.

228

229 **ARTICLE V**

230 **Teaching Hours**

231

232 A. Teachers will arrive at school and be present at their teaching station at least ten (10)

233 minutes prior to the beginning of the students' school day and will not leave until at least

234 ten (10) minutes for the secondary and eight (8) minutes for the elementary after school

235 has closed for the day.

236 1. In no event shall the length of continuous time of the work day exceed seven (7)

237 hours, five (5) minutes.

238 2. The student day for all teachers shall begin no earlier than 7:45 a.m. and end no

239 later than 3:37 p.m. provided that the length of the work day shall not be

240 increased beyond the length defined in A.1. above.

241 B. Each member of the Instructional Staff shall have a minimum of thirty-five (35) minutes

242 for elementary and thirty (30) minutes for secondary of duty-free lunch period from all

243 school-related activities daily.

244 Noon hour supervision on the elementary level shall be assumed by a legally competent

245 adult other than a member of the school staff. Noon hour supervision on the secondary

246 level shall continue as presently established.

247 C. Staff members shall attend all school functions scheduled during periods they would

248 normally be assigned classes. Teacher assistance in the selection of assemblies will be

249 solicited.

250 D. All teachers shall attend up to two (2) hours of required teachers' meetings a month,

251 general or divisional, beginning no later than fifteen (15) minutes after the dismissal of

252 the students or no earlier than one (1) hour prior to the start of the regular student day but

253 in no event earlier than 7:15 a.m. (Secondary make-up meetings for staff who were

254 unable to attend the regular staff meeting may start no earlier than 7:05 a.m.) The

255 administration shall not schedule more than two (2) required meetings per month and

256 shall specify which meetings are required. Any additional meetings shall be considered

257 voluntary. Unless the building administrator shall excuse the teacher prior to the required

258 meetings, teachers are expected to attend. At least five (5) days' notice will be given

259 prior to a scheduled teachers' meeting.

260 E. Part-time teachers shall be expected to attend all required monthly teachers' meetings,

261 departmental meetings, grade level meetings and parent-teacher conferences as a full-

262 time employee. Attempts shall be made to vary the meeting days and times.

263 Teachers who have an assignment that is less than full-time are expected to fully

264 participate in all district/building professional development and records days. Teachers

265 will be compensated for a full day of work on a per diem basis at their individual daily

266 rate of pay per the current salary schedule for each of these days.

F. 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.

G. 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 G. 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.

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

2. 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.

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

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

5. 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).

6. Full time Pre-Kindergarten staff (teaching two sections of PK) have the option of a substitute or compensation at substitute rate during the parent/teacher conferences. They shall be allowed two (2) half days of substitute help or pay for the same weeks in order to have time to prepare for conferences.

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.

305

ARTICLE VI

306

Teaching Loads and Assignments

307 A. Since pupils are entitled to be taught by teachers who are working within their area of
308 competence, teachers shall not be assigned, except temporarily and for good cause,
309 outside the scope of their teaching certification or their major or minor field of study.
310 The Board will diligently attempt to carry out the above, making exceptions only when
311 absolutely necessary.

312 B. Teachers who will be affected by a change in grade assignments in the elementary school
313 grades and by changes in subject assignment in the secondary school grades will be
314 notified by their principals as soon as practicable and with tentative assignment given
315 before June 1st. Such changes will be voluntary to the extent possible. Every effort will
316 be made to avoid reassigning probationary elementary school teachers to different grade
317 levels unless the same is necessary for the school district's well-being or unless the
318 teacher requests such change.

319 C. 1. All secondary teachers shall have one (1) conference period per day. Unless
320 agreed otherwise, such conference time shall not include actual travel time from
321 one building to another and/or supervised lunch periods.

322 2. All elementary teachers shall have one fifty minute conference period per day for
323 planning during the students' regular day. Specialist teachers may modify their
324 daily fifty (50) minute block of planning time with the administration's written
325 approval.

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

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

331 The purpose of block planning time is to allow teachers to collaboratively plan.
332 When block planning time is provided by the District, the scheduling of the
333 collaborative planning will be determined by the teachers involved, provided that
334 the teachers must collaboratively plan as a team a minimum of thirty (30) minutes
335 over the course of a week. Upon request, teachers will notify their principal of
336 any collaborative planning time scheduled, and the principal may
337 attend/participate in collaborative planning time.

338 3. For specialist teachers, conference time shall not include actual travel time from
339 one building to another, supervised recesses and supervised lunch periods.

340 4. Teachers may not be called upon to substitute in a given position for more than
341 ten (10) consecutive days. If a teacher agrees to substitute (for other than himself/

342 herself) during his/her prep period or at some other time, the teacher will be paid
343 at the instructional activities rate.

344 D. 1. A teacher's maximum class load shall average no more than thirty (30) students
345 per class in the secondary division, facilities permitting (normal academic class).

346 2. Maximum class load of students per day in the elementary division, facilities
347 permitting (normal academic class), shall be as follows:

348 DK 20

349 K 26

350 1 26

351 2 28

352 3-5 30

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

357 # of students over Paraprofessional support

358 1 half time

359 2 full time

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

364 E. Least Restrictive Environment/Special Education

365 1. When a CST or IEPT meeting is being held to consider the program needs of a
366 student, or regular education inclusion of a student, all teachers affected shall
367 have the option of attending and participating in the CST or IEPT meeting. If
368 necessary, the teacher(s) shall be released from classroom duties in order to attend
369 the meeting.

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

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

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

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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.

402 **ARTICLE VIII**

403 **Vacancies and Promotions**

404 A. **School Year Vacancies**

- 405 1. School year vacancies are defined as vacancies in teaching positions that occur
406 after August 1st or during the school year.
- 407 2. Whenever any vacancy or new professional position in the district shall occur
408 during the school year, the Board shall publicize the same by giving email notice
409 of such vacancy to all members of the Association.
- 410 3. The Superintendent shall announce the vacancy through an email when it occurs;
411 interested members of the present staff shall notify the Superintendent of their
412 interest within the posting period with the understanding that present staff
413 members may not be transferred during the school year to fill a vacancy. If
414 present staff members indicate an interest in being considered for the vacancy
415 within the posting period, the position shall be filled on a temporary basis and
416 shall be declared open at the conclusion of the school year or at an appropriate
417 time near the conclusion of the school year; at that time those members of the
418 present staff who, upon receiving the original notice of vacancy, indicated an
419 interest in the vacated position shall receive consideration for the position. If
420 present members of the instructional staff do not indicate an interest in the
421 vacancy within the posting period, the position shall be filled without further
422 limitation. This section shall not apply to non-tenured and Schedule B positions,
423 which are to be handled in accordance with Section B of this Article.

- 424 B. When, prior to June 1, a classroom opening is known to exist in an elementary building
425 for the upcoming school year, the building principal may post that opening for three (3)
426 school days within the respective school building only. The posting will solicit
427 individuals for voluntary reassignment to the upcoming opening. If no one applies for
428 the voluntary assignment, the opening shall be treated as a vacancy per Article VIII.D.

- 429 C. Once all assignments are completed within an elementary building, the remaining
430 vacancy, if any, shall be posted school-wide as a "Non-School Year Vacancy" as per
431 Article VIII.A.3.

432 D. **Non-School Year Vacancies**

433 Whenever any vacancy or new professional position in the District shall occur between
434 the last day of school and August 1, the Board shall publicize the same by giving email
435 notice of such vacancy to all members of the Association. In addition, the Employer
436 shall mail a copy of the posting to any teacher who provides the Personnel Office with
437 written notice of his/her interest in receiving copies of current positions through August
438 25.

439 E. Vacancies – General

440 1. No vacancy shall be filled except in case of emergency or on a temporary basis,
441 until such vacancy shall have been posted for seven (7) calendar days. Any
442 teacher may apply for such vacancy.

443 2. Vacancies shall be filled by appointment by the Board of Education after that
444 body has received recommendations from the Superintendent of Schools. The
445 Board declares its support of a policy of promotion within its own teaching staff.

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

452 4. All postings shall be for seven (7) calendar days from the publication of the
453 notice.

454

455 **ARTICLE IX**

456 **Transfers**

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

468 **ARTICLE X**

469 **Personal and Family Illness, Disability, Death**

- 470
- 471 A. Each full-time teacher shall be granted ten (10) days sick leave per year for personal
472 illness, disability, injury or death. Part-time teachers will receive sick leave on a prorated
473 basis in accordance with the number of hours worked per week (e.g., a half-time teacher
474 (50%) shall be granted ten (10) half-days' sick leave (50% days) per year and when using
475 such days, one half-time teacher's day shall equal one half-day sick pay). Sick leave for
476 each school year shall be credited to each teacher's sick leave account after the first day
477 of employment of the school year, and accumulated sick leave shall be reported to each
478 employee on the first pay day of the school year. The only exceptions are when a
479 teacher's first day of employment of the school year is after the start of the school year or
480 a teacher moves from part-time to full-time status during the school year, the teacher will
481 be credited with having earned one (1) day of sick leave for each calendar month in
482 which the teacher works five (5) or more school days during the remainder of that school
483 year. All earned and unused sick leave may accumulate to a maximum of one hundred
484 twenty (120) days. Those teachers who have accumulated more than one hundred twenty
485 (120) days of sick leave shall not lose the number of days previously accumulated prior
486 to the close of the 1979-80 school year, but thereafter they shall not accumulate nor be
487 credited with additional days until their individual accumulation falls below one hundred
488 twenty (120) days of accumulation. For disability use, see Article XI for unpaid leave
489 option.
- 490 B. Teachers shall be allowed to use sick leave for absence occasioned by the illness, injury,
491 or death of a member of the immediate household, for serious injury, illness, or death of a
492 parent, sister, brother, or child of the teacher or spouse, and for the bereavement of
493 uncles, aunts, grandchildren and grandparents of the teacher or spouse. In addition,
494 teachers may use one (1) day of sick leave each school year to attend the funeral of other
495 relatives or friends.
- 496 C. Paternity or adoptive leave shall be granted for up to 5 days. These leave days will be
497 counted against the member's accumulated sick time.
- 498 D. For all sick leave days in excess of three (3) within a given month, the Board may require
499 a physician's certificate verifying physical illness or disability which prevents the teacher
500 from fulfilling his or her teaching responsibilities.
- 501 E. Teachers are responsible to obtain approval for a known absence in advance. After
502 approval is granted, the teacher will enter the absence in the automated Aesop substitute
503 teacher system. The teacher should make their best effort to enter an unexpected absence
504 into Aesop in a timely manner. The Administration will insure that a substitute teacher is
505 placed in the classroom of the absent teacher.
- 506 F. Routine medical and dental appointments shall be made outside school time whenever
507 possible. When it is necessary to see a doctor or dentist during school time because of
508 illness, this time shall be deducted from the teacher's sick leave.

509 G. Personal/ Member Paid Leave

510 1. To prevent undue hardship to individual staff members who must be absent from
511 school to attend to personal business, two (2) days, will be provided without
512 salary reduction.

513 2. Should a member choose to not use these two days, these days will be added to
514 the member's sick day allotment.

515 3. In addition to the personal leave days, each member will be provided with one (1)
516 non-cumulative member paid leave day per year. This leave shall be granted
517 without reduction of pay except that the member must pay the substitute whether
518 or not the member is a classroom teacher. On an "act of God" day, there will be
519 no reimbursement required for substitute costs.

520 4. Requests for a personal/member paid leave day shall be made by the member
521 through his/her supervisory principal at least forty-eight (48) hours in advance of
522 the requested absence date. If the immediacy of the absence is of such a nature
523 that the request in writing is not practical, oral request by the member shall be
524 sufficient.

525 5. Requests for personal/member paid leave days that fall before or after a non-
526 student day or a professional development day, shall be granted only in
527 emergency or extraordinary situations and must be approved by the principal and
528 the Superintendent.
529

530 H. Workers' Compensation. When it is necessary to be absent from duty due to illness or
531 injury compensable under the Michigan Workers' Compensation Act, the teacher may, at
532 the teacher's option, apply accumulated sick leave to make up the difference between
533 their net salary (gross salary less all deductions for federal, state and local taxes) and that
534 amount received through Workers' Compensation. Such differences in salary shall be
535 figured on a percentage basis, and this same percentage shall be deducted from the
536 teacher's sick leave accumulation. (For example, if Workers' Comp pays 60% of the full
537 pay, sick leave will pay only 40% and the sick leave accumulation shall be charged .4 of
538 a day for each day used.) Upon depletion of accumulated sick leave, the differential
539 payments will terminate.

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

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

544 1. Absence when the teacher is called for jury service.

545 2. Time necessary to take a selective service physical examination.

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

548 K. Sick Leave Bank

549 1. During the first five years of employment each teacher shall donate one (1) day of
550 accumulated sick leave to a sick leave bank.

551 2. Guidelines and procedures established by the Association, including but not
552 limited to continued maintenance, replenishing, and repayment procedures, must
553 be uniformly adhered to by all teachers. The Association shall notify the District
554 so that appropriate accounting of the utilization of the sick leave bank may be
555 maintained. Any days left in the bank at the end of each school year and upon the
556 expiration of this Agreement shall be carried over for future use.

557

558 ARTICLE XI

559
560 Unpaid Leaves of Absence

- 561 A. An unpaid leave of absence of one (1) year shall be granted to any teacher, upon
562 application, for the purpose of participating in exchange teaching programs in other
563 states, territories or countries; foreign or military teaching programs; and Peace Corps,
564 Teacher's Corps or Job Corps as a full-time participant in such programs; or a cultural
565 travel or work program related to his/her professional responsibilities; provided said
566 teacher states his/her intention to return to the school system. Upon return from such
567 leave, a teacher who has been employed as a teacher for seven (7) consecutive years shall
568 receive one (1) year of credit on the salary schedule; others will not receive salary
569 schedule credit for leave of absence time. Salary schedule credit will be amended to
570 remain consistent with Sec. 380.1235 of the School Code of 1976, as amended.
- 571 B. An unpaid leave of absence of one (1) year shall be granted to any teacher, upon
572 application, for the purpose of engaging in graduate study while maintaining full-time
573 student status (eighteen (18) or more graduate semester hours per year) at an accredited
574 college or university reasonably related to his/her professional responsibilities. Upon
575 return from such leave a teacher who has been employed as a teacher for seven (7)
576 consecutive years shall receive one (1) year of credit on the salary schedule provided the
577 teacher provides evidence of the completion of eighteen (18) semester hours of study
578 credit. This leave can be used again by a teacher only after four (4) years of teaching
579 except in cases which have Superintendent approval.
- 580 C. The parties shall abide by all local, State, or Federal laws pertaining to the granting of
581 leave and the re-employment of employees who perform active service in any branch of
582 the Armed Forces of the United States.
- 583 D. An unpaid leave of absence of up to twelve (12) weeks during a twelve (12) month period
584 shall be granted to any employee who has worked for the District a minimum of twelve
585 months and 1,250 hours in the preceding twelve (12) months for any of the following
586 purposes:
- 587 1. Childbirth and to care for the employee's newborn child after birth;
 - 588 2. Placement with the employee of a child for adoption or foster care;
 - 589 3. To care for the employee's spouse, child or parent who has a serious health
590 condition; or
 - 591 4. For a serious health condition that renders the employee incapable of performing
592 the functions of the employee's job.
- 593 The parties agree that they will abide by the Family and Medical Leave Act of 1993
594 (FMLA) policy negotiated between the parties, as it pertains to such leaves.

595 E. Child Care Leave

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

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

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

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

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

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

621 a. Return immediately to a vacant position, or a vacancy as it becomes
622 available, for which the member is certified.

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

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

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

628 1. Any teacher whose personal illness extends beyond the period compensated under
629 Article X and who is not covered by family and medical leave pursuant to the
630 policy negotiated by the parties under section D above shall be granted a leave of
631 absence without pay for such time as is necessary and reasonable for complete

632 recovery from such illness. The Board may, at its discretion, require a medical
633 certificate to be furnished by said teacher setting out the nature of his/her illness
634 together with a prognosis, said certificate to be prepared by a licensed practitioner
635 of the healing arts in this state.

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

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

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

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

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

- 655 1. Elementary Two (2)
656 2. Middle School Two (2)
657 3. High School Two (2)

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

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

665 J. Unpaid Leave. Any teacher with seven (7) years of experience in the Hudsonville Public
666 School System may apply to the Superintendent for a one (1) year unpaid leave under this
667 section to start with the beginning of the next school year. No reason for such request
668 need be stated, but leave shall be granted conditional on a replacement teacher being
669 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. Unpaid Personal Leave

1. 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.

2. 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.

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

4. An employee may not use unpaid personal leave days prior to or immediately following a non-student day or professional development day.

5. Requests for unpaid personal leave days that fall before or after a non-student day or a professional development day, shall be granted only in emergency or extraordinary situations and must be approved by the principal and Superintendent.

6. 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

1. 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 reccredited to the teacher upon the teacher's return from a leave.

2. 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.

3. Unless otherwise indicated in the specific leave provision, upon applying for and being granted a leave from a teaching assignment, a teacher shall, upon conclusion of the leave, be assigned to a position for which he/she is certified. The teacher may make a request to return to their current position when making their application for a leave of absence.

- 706 4. By April 15 prior to the expiration of a full school year leave under Paragraphs A,
707 B, E and J above, a teacher on leave must notify the Superintendent in writing of
708 his/her intent to return to the teacher's position the following school year. The
709 Board shall advise the teacher by certified letter of this obligation during the
710 month of March. If the teacher fails to notify the Superintendent by April 15, the
711 teacher shall be considered to be on layoff and subject to recall under the
712 procedures in Article XIII.
- 713 5. A leave of absence shall not exempt a teacher from the provisions of layoff
714 contained in the contract. A layoff notice is required only if it will affect
715 employment beyond the length of the leave.
- 716 6. Failure to return from leave on the date specified in said leave shall be a non-
717 arbitrary and non-capricious reason for dismissal.
- 718

719 **ARTICLE XII**

720 **Seniority**

- 721
- 722 A. Seniority shall be defined as length of unbroken service in Hudsonville Public Schools.
723 (A break in service occurs when a teacher resigns, retires, or is terminated and the
724 termination is not reversed through an administrative or court proceeding.)
- 725 1. Leaves of absence, with or without pay, and absences due to layoff are not
726 considered as a break in service.
- 727 2. Seniority shall be counted from the first date of service in the district.
- 728 3. Seniority shall not accumulate during a requested leave of absence as set forth in
729 Article XI, Sections A, B, C, E, I or J. Such leave, however, shall not constitute a
730 break in service.
- 731 4. Seniority shall continue to accumulate during absences under Article X. Seniority
732 shall continue to accumulate during absences under Article XI, Section F, up to a
733 maximum of one (1) year.
- 734 5. In the event two or more people have the same seniority date, ties will be broken
735 by using the last four digits of the teachers' social security numbers. The person
736 with the highest number shall be considered to have the greatest seniority with
737 rank descending so that the person with the lowest number has the least seniority.
- 738 B. Time spent in an administrative position in the district shall not be considered a break in
739 service, but seniority shall not accumulate while in an administrative position.
- 740 C. The Association President or his/her designee and the Superintendent or his/her designee
741 shall mutually develop a seniority list.
- 742 1. The list will include the names, type of certificate(s), grade(s), or course(s) which
743 they are qualified to teach, the first date of unbroken service, beginning and
744 ending dates for leaves which do not count for accumulated service (see A.3.
745 above), and social security numbers.
- 746 2. Upon agreement on the list, the first date of unbroken service shall not thereafter
747 be challenged.
- 748 3. The seniority list shall be updated by November 1 each year of the Agreement.
- 749 D. Upon the completion of 120 days of service to the district within one (1) school year or
750 120 consecutive days of unbroken service, all newly hired teachers in Hudsonville Public
751 Schools shall be placed on the seniority list as of their first date of service in the district,
752 and shall remain on the list until such time as there is a break in service to the district as
753 defined in section A above.

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

756	<u>Time Taught in a Given Year</u>	<u>Years of Credit</u>
757	0 - 49 days	None
758	50 - 99 days	1/2 year
759	100 or more days	1 full year
760		

761
762
763

ARTICLE XIII

Reduction of Personnel for Ancillary Positions

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

- 767 1. Ancillary Staff in positions requiring a teaching certificate who do not hold a
768 regular Michigan Provisional, Continuing, Professional, or qualified certificate
769 will be laid off first, provided there are fully qualified and fully certificated
770 ancillary staff member to replace and perform all of the needed duties of the laid
771 off ancillary staff member.
- 772 2. If reduction is still necessary, then probationary teacher with the least number of
773 continuous years of employment in the Hudsonville Public School System will be
774 laid off first, provided there are remaining fully qualified and fully certificated
775 ancillary staff member to replace and perform all of the needed duties of the laid
776 off ancillary staff member.
- 777 3. If further reduction is still necessary, then tenured ancillary staff members and
778 nonprobationary non-certified ancillary staff members with the least seniority in
779 the Hudsonville Public School System will be laid off first, provided there are
780 fully qualified and fully certificated ancillary staff members to replace and
781 perform all the needed duties of the laid off ancillary staff members.
- 782 4. A full time ancillary staff member shall not be laid off or have his/her assignment
783 reduced in time if a less senioreed teacher is retained in an assignment for which
784 the senior ancillary staff member is fully qualified and fully certificated. Transfer
785 of all or part of the work assignment of one or more ancillary staff member may
786 be necessary in order to preserve the full assignment of a more senior ancillary
787 staff member. In the event that involuntary transfers are necessary, the least
788 senior ancillary staff member (s) whose transfer(s) will accomplish this objective
789 will be transferred first.
- 790 5. A part-time ancillary staff member whose assignment is reduced by more than
791 one quarter (.25) shall be governed by the provisions of Section A.4. of this
792 Article.

793 G. School Year Layoffs. Subject to the requirements of the Tenure Act, when the decision
794 to reduce the work force for the upcoming school year occurs after August 1 or the date
795 of the actual reduction is during the school year, the reduction in work force shall be
796 implemented by identifying the position which is to be eliminated and placing the
797 affected ancillary staff member into a position which is occupied by the ancillary staff
798 member with the least seniority for which the affected ancillary staff member is fully
799 qualified and fully certificated to work in. If there is no position held by a less senioreed

ancillary staff member for which the affected ancillary staff member is fully qualified and fully certificated, he/she will be laid off. In addition, a more senior ancillary staff member 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 ancillary staff member with the least seniority, for which the more senior ancillary staff member is fully qualified and fully certificated to work in.

H. Voluntary Layoffs. The parties agree to allow voluntary layoffs in those situations where an ancillary staff member 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:

1. The voluntary layoff shall be treated as if it was an involuntary layoff and the ancillary staff member shall be subject to recall pursuant to the provisions of this Article.
2. The voluntary layoff must be agreeable to the Board and the individual ancillary staff member.
3. The Board will make no claim that these voluntary layoffs are leaves of absence or that the ancillary staff member is not eligible for unemployment benefits as a result of accepting voluntary layoff.

I. Fully qualified and fully certificated teacher shall be defined as follows:

1. A teacher who hold a provisional, continuing, or qualified teaching certificate in a given subject area; and
2. 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
3. Teacher 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 Teacher .

J. Recall - Subject to the requirements of the Tenure Act, recall of the ancillary staff member shall follow the procedure listed below:

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

837 the school year, recall shall be on the basis of seniority to available positions
838 provided the most senior ancillary staff member is fully qualified and fully
839 certificated for the position to which he/she is being recalled without any
840 reassignment of staff.

841 K. Recall - General

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

844 2. No new ancillary staff member will be employed by the Board while there are
845 bargaining unit members who are laid off unless none of the bargaining unit
846 members who are laid off are fully qualified and fully certificated to fill the
847 position.

848 3. Notice of recall shall be sent by certified mail (signature required) to the ancillary
849 staff member's last known address, with a copy to the Association president. It
850 shall be the responsibility of the ancillary staff member to maintain a current
851 address with the Superintendent's office.

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

862 5. Any ancillary staff member previously laid off who receives recall notice after
863 June 30 and is under written contract with another school system at the time of
864 recall may refuse recall without loss of recall rights.

865 6. An ancillary staff member's recall rights shall terminate three (3) years after the
866 effective date of layoff or the length of the ancillary staff member's seniority,
867 whichever is greater.

868 L. Staff positions will not be eliminated after September 1 of a given school year unless
869 financial exigencies dictate a necessary reduction in staff. Financial exigencies include
870 failure of millage or unforeseen reduction in State Aid.

871 M. The Board shall give no less than thirty (30) days notice to the ancillary staff member
872 being laid off and the Association.

873 N. The Association President or his/her designee and an administrator to be named by the
874 Superintendent shall mutually develop a seniority list reflecting the last day of hire along

875 with each ancillary staff member's certification. This list shall be completed by
876 November 1 each year, unless mutually extended. Upon agreement of the list, the last
877 day of hire may not thereafter be challenged.

878

879 **ARTICLE XIV**

880 **Insurance Protection**

881
882 A. The Board shall provide MESSA PAK A or PAK B described below by making payment
883 of insurance premiums for a full twelve (12) month period each year of this Agreement
884 for the teacher and his/her eligible dependents as defined by MESSA, subject to the
885 provisions below.

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

894 C. <u>Benefit</u>	<u>PAK A</u>	<u>PAK B</u>
895 1. Health Insurance	<u>2012-2013</u>	
896	MESSA Choices II	80% of amount of the premium rate
897	\$0 deductible	for a single subscriber member
898		benefit premium as cash in lieu
899	<u>2013-2014</u>	
900	MESSA Choices II	
901	\$200/\$400 Deductible	
902		
903	<u>2012-2014</u>	
904		
905	• Copay Amounts: \$10 Office Visit,	
906	\$25 Urgent Care, and \$50 ER	
907	• RX Copay: \$10 generic/\$20 brand name	
908	• Rider: XVA2	
909		
910	(MESSA Limited Medicare	
911	Supplement and Medicare	
912	Premiums shall be paid on	
913	behalf of a teacher eligible	
914	for Medicare in lieu of SC1	
915	in appropriate situations	
916	where it is cost effective	
917	for the Board.)	
918 1. Long Term Disability	MESSA Plan 2	Same as PAK A
919 Insurance	- 66 2/3% of salary up to	
920	\$7,500 monthly maximum	
921	- 90 calendar days modified fill	
922	- Pre-existing condition waiver	
923		

924

925	2. Dental Insurance	MESSA/Delta Dental	Same as PAK A
926		(80-80-80-80 with Class I(A)	
927		and I(B), II, & III at 80% coverage	
928		in all classes with annual maximum	
929		of \$1,800; Class IV orthodontic rider	
930		at 80% coverage with a \$2,500 lifetime	
931		maximum, Internal and External	
932		Coordination of Benefits	
933		Coverage Year July 1 – June 30	

934			
935			
936	3. Life Insurance	MESSA Negotiated Term	Same as PAK A
937		Life \$45,000 with \$45,000	
938		AD&D,	
939		Waiver of Premium	

940	4. Vision Insurance	MESSA VSP-2	Same as PAK A
941		with Internal and External	
942		Coordination of Benefits	
943		Effective September 1, 2006,	
944		MESSA VSP-2 Silver	

945	5. Options	Not Available	
946			Pursuant to the terms of the
947			District's Section 125 Plan,
948			All teachers electing to take the PAK B
949			option in lieu of medical insurance shall
950			receive 80% of the amount of the single
951			subscriber premium rate for the
952			insurance plan provided to other
953			members of the association.
954			(prorated for part-time Teacher).
955			
956			Cash in lieu payments will start with the
957			first pay date after the open enrollment
958			period ends. The annual payment
959			amount will be distributed equally
960			throughout the remainder of the payroll
961			dates for the school year.
962			
963			Any modifications of the
964			Section 125 Plan which affect
965			bargaining unit members will
966			be subject to negotiations
967			with the Association.
968			
969			

970 D. General Provisions Related to Insurance Coverage

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

- 973 2. In the event a teacher is terminated during the school year, the insurance shall
974 terminate at the end of the month of termination.
- 975 3. In the event a teacher dies during the school year, and providing the policy
976 permits continued coverage, the Board shall continue payments of the applicable
977 premiums for the balance of that school year. If the teacher dies after the
978 completion of the school year, and providing the policy permits continued
979 coverage, the Board shall continue payments of the applicable premiums through
980 August 31 of that year.
- 981 4. In the event a teacher resigns, goes on an unpaid leave of absence (including
982 leaves while eligible to receive benefits under the long-term disability insurance
983 or Workers' Compensation) or is laid off during the school year, the Board shall
984 continue payments of the applicable insurance premiums per the following
985 formula:
- 986 # of teacher days
987 (includes any paid days)
988 $\frac{\text{completed in school year}}{183} \times 365 - \text{\# of calendar days completed in school year} = \text{\# of additional calendar days the Board}$
989 will continue payment of insurance
990 after FMLA leave completed.
- 991 Provided, however, that if the number of calendar days that the Board will
992 continue payment of insurance extends past the first day of a month, the Board
993 shall continue payment of the applicable insurance premiums through the end of
994 that month. In the event of a leave covered by the Family and Medical Leave Act,
995 if the continuation of payments for insurance benefits covered by FMLA is
996 greater than provided by this provision, FMLA shall govern.
- 997 5. Teacher on unpaid leaves of absences (including leaves while eligible to receive
998 benefits under the long-term disability insurance or Workers' Compensation) will
999 be allowed to continue their insurances after the Board discontinues payments of
1000 the premiums by paying the applicable premiums to the Central Office, provided
1001 that the policies permit such continued coverage.
- 1002 6. In the event a teacher leaves employment after the end of a school year and before
1003 the start of the next school year, the insurance shall continue through the
1004 following August, unless the teacher becomes employed by another employer and
1005 is covered by fully-employer-paid insurance with respect to each insurance
1006 program included in this Article.
- 1007 7. All insurance benefits for which the Board is obligated to contribute shall be
1008 subject to the underwriting rules, regulations, and limitations as set forth by the
1009 respective insurance carrier.
- 1010 8. The Board, by payment of the premiums set forth herein, shall be relieved from
1011 all liability with respect to the benefits provided by the insurance carriers or their
1012 underwriters. The failure of the insurance carriers or their underwriters to provide
1013 any of the benefits for which they have contracted shall not result in any liability

1014 to the Board, nor shall such failure be considered a breach of any obligation by
1015 the Board.

1016 9. Disputes between teacher(s) or beneficiaries of teacher(s) and the insurance
1017 carriers or their underwriters shall not be subject to the Grievance Procedure
1018 established in this Agreement.

1019 10. There shall be a 30-day open enrollment period each year from *September 1*
1020 *through September 30*, or any other time mutually agreed to by the parties and
1021 MESSA. Summer pre-enrollment will be permitted in appropriate situations.

1022 11. In the event a teacher begins employment after the first required work day of the
1023 school year, the teacher shall be eligible for insurance benefits effective on the
1024 first day of service that MESSA permits for such coverage. Should the teacher
1025 continue in employment through the end of the school year, the Board shall
1026 continue payments of the applicable insurance premiums per the following
1027 formula:

1028 # of teacher days completed
1029 in school year after the
1030 teacher's first day of service X 365 - # of calendar days completed # of additional calendar days the
1031 183 in school year after the teacher's = Board will continue payment of
first day of service insurance

1032 Provided, however, that if the number of calendar days that the Board will
1033 continue payment of insurance extends past the first day of a month, the Board
1034 shall continue payment of the applicable insurance premiums through the end of
1035 that month.

1036

1037 **ARTICLE XV**

1038 **Evaluation – Ancillary Positions**

- 1039 A. The purpose of evaluation is to provide information that will determine, in the evaluator's
1040 opinion, the employment status of the individual ancillary staff member at a given point
1041 in time; to recognize levels of job performance; to identify opportunities for professional
1042 growth; and to provide appropriate and specific techniques and/or resources for
1043 improvement when necessary. An outcome of evaluation is intended to be a
1044 strengthening of the instruction process and the promotion of professional growth
1045 through professional development.
- 1046 B. At the elementary level, the elementary principal will be responsible for evaluations and
1047 recommendations. At the secondary level, the responsibility lies with the building
1048 principal or the assistant principal as designated by the principal. Ancillary staff member
1049 who work in multiple buildings shall be assigned one principal of one of the buildings
1050 he/she works in for the purpose of evaluation. Ancillary staff members may be evaluated
1051 by the Director of Special Education in place of the member's building administrator.
1052 Any administrator responsible for the evaluation of any ancillary staff member shall be
1053 trained in the evaluation program used by the District.
- 1054 C. Bargaining unit members in a probationary status shall be evaluated twice during each
1055 school year of the probationary period. The first evaluation cycle shall be completed
1056 prior to December 15th (observations completed by November 30) and the second
1057 evaluation cycle shall be completed by April 15th. Bargaining unit members on tenure
1058 shall have an annual evaluation at least once every three years. This evaluation cycle
1059 shall be completed by May 1st.
- 1060 D. The following procedures and timelines shall be observed in the evaluation process:
- 1061 1. By October 1, each ancillary staff member on the regular evaluation cycle to be
1062 evaluated during the school year will receive written notice of such and a listing
1063 of the evaluation criteria (refer to Appendix D) to be used in the evaluation. Each
1064 ancillary staff member being evaluated will also have received an information
1065 package and worksheet, along with an Individualized Development Plan ("IDP")
1066 for probationary ancillary staff members, or Personal Development Goal ("PDG")
1067 for tenured ancillary staff members. Probationary ancillary staff members will
1068 have met with the administrator to discuss and formulate an IDP for that school
1069 year. Tenured ancillary staff member will have met with the administrator and
1070 discussed the member's PDG. At the members's request, Association
1071 representation shall be provided at this meeting.
- 1072 2. If a tenured ancillary staff member is being evaluated more frequently than every
1073 three (3) years, the administrator shall include a rationale for this in the notice that
1074 goes to the teacher prior to the start of the evaluation process.

- 1075 3. Prior to the ancillary staff member's first observation, the evaluator shall meet
1076 with the member for a pre-observation conference in order to mutually agree on
1077 an observation schedule and to review the evaluator's expectations. The evaluator
1078 may at this meeting ask that the member provide an outline of the lesson plan for
1079 the observation at least two (2) days prior to the observation. The evaluator shall
1080 inform the member at this meeting if he/she will be looking for a specific
1081 demonstration of a single element of the evaluation criteria in this observation in
1082 addition to the overall observations. For probationary bargaining unit members,
1083 the evaluator shall review his/her expectations as set forth in the IDP and the
1084 evaluation standards. Additionally, the tenured ancillary staff member shall
1085 review with the evaluator his/her PDG.
- 1086 4. Within five (5) school days following the first observation of a tenured bargaining
1087 unit member, the evaluator shall notify the member in writing if any areas have
1088 been observed to be unsatisfactory. The notification must identify the
1089 unsatisfactory behavior and include supporting evidence from the observation as
1090 identified by the evaluator.
- 1091 5. The second scheduled observation for tenured and probationary bargaining unit
1092 members shall be scheduled at least two (2) weeks after the first work site
1093 observation, unless a shorter timeline is mutually agreed to.
- 1094 6. Within ten (10) school days following the final observation, the evaluator shall
1095 meet with the ancillary staff member to share the formal written evaluation. The
1096 written evaluation shall conclude with an overall statement indicating that the
1097 teacher's overall performance is satisfactory or unsatisfactory. This statement
1098 will not be part of the probationary member's first evaluation cycle each year.
- 1099 a. The meeting shall be scheduled during the member's regular work day.
- 1100 b. If a member is to receive an overall unsatisfactory evaluation, they shall
1101 be notified prior to the post-evaluation conference that he/she may want to
1102 have an Association representative at the conference.
- 1103 c. Any written evaluation that cites less than satisfactory behaviors shall be
1104 supported by reference to the observations and identified by the evaluator.
- 1105 (1) If the evaluator determines that an ancillary staff member's overall
1106 performance is unsatisfactory, but that the member's employment
1107 will continue, the evaluator shall provide recommendations for
1108 remediation in a "Plan of Assistance" as found in Appendix D. If
1109 the evaluator determines performance in a specific area is
1110 unsatisfactory but the overall performance is rated satisfactory, the
1111 evaluator shall include recommendations for the member to
1112 achieve a satisfactory level of performance in this area. This
1113 recommendation shall include what administrative and other
1114 support is available to the ancillary staff member.

- 1115 (2) Failure to include reference to the less than satisfactory or
1116 unsatisfactory performance in subsequent evaluations shall signify
1117 that the evaluator considers the performance to be satisfactory.
- 1118 7. The ancillary staff member shall, by his/her signature, indicate that the written
1119 evaluation has been shared with him/her and that he/she has received a copy of
1120 the document.
- 1121 a. The member's signature in no way implied they are in concurrence with
1122 the report.
- 1123 b. The member may attach a written response (explanation) to the evaluator's
1124 written assessment. If the member chooses to submit a written response, it
1125 shall be attached to and included with the district's copy of the evaluation.
- 1126 E. The following general guidelines shall apply to all evaluations:
- 1127 1. An evaluation shall consist of:
- 1128 a. A pre-observation conference;
- 1129 b. Two (2) scheduled formal work site observations for tenured ancillary
1130 staff members and no more than two (2) scheduled formal work site
1131 observations for each evaluation cycle for probationary teachers;
- 1132 c. After the final observation, a post-observation conference at which a
1133 written evaluation is presented to the bargaining unit member.
- 1134 2. All observation or monitoring of the work performance of bargaining unit
1135 members shall be conducted openly and with full knowledge of the member.
- 1136 a. Formal observations for the purpose of the evaluation cycle shall be
1137 limited to scheduled classroom and/or work site observations.
- 1138 b. Any unsatisfactory work-related behavior that is to be referenced in the
1139 evaluation form and is observed outside the formal observations shall be
1140 reduced to writing and shared with the bargaining unit member no later
1141 than ten (10) school days after the unsatisfactory behavior was observed.
1142 The bargaining unit member may request a meeting with the evaluator to
1143 discuss the matter.
- 1144 3. Each scheduled formal work site observation shall be of at least thirty (30)
1145 minutes duration.
- 1146 4. Scheduled formal work site observations shall not be scheduled on the day before
1147 or after a holiday or a vacation per the school calendar (Appendix C).

- 1148 5. All written evaluations shall be on the evaluation form attached as Appendix D.
1149 The ancillary staff member's performance in specific criteria shall only be rated
1150 as "meets expectation," or "does not meet expectations." The only rating for
1151 overall performance shall be "satisfactory" or "unsatisfactory." The evaluator
1152 may include a summative evaluation on the form and attach additional written
1153 comments, if necessary.
- 1154 6. The original evaluation form shall be filed in the bargaining unit member's
1155 personnel file maintained in the office of the Superintendent of Schools, a second
1156 copy shall be given to the bargaining unit member being evaluated and a third
1157 copy shall be kept by the evaluator in a locked file.
- 1158 7. A member may request Association representation at any meeting related to
1159 evaluation, and the meeting shall not continue until such time as the member's
1160 request has been met.
- 1161 8. The bargaining unit member may request a conference with the Superintendent of
1162 Schools, or his/her designee, to discuss his/her evaluation in the presence of the
1163 evaluator and any other person(s) of the member's choice.
- 1164 F. Plan of Assistance. Any judgment of overall unsatisfactory performance in an evaluation
1165 (per Appendix D) must be supported by observation and documentation to support the
1166 conclusion made by the evaluator, and the evaluator shall develop a plan of assistance
1167 following the format in Appendix D. This plan of assistance shall be in a separate and
1168 distinct document and shall identify the specific area that needs improvement, provide the
1169 teacher with specific written recommendations for improvement, include a timeline that
1170 gives appropriate time to implement the recommendations of the evaluator, and detail
1171 what administrative and other support and resources are available to the teacher.
- 1172 G. Any charge concerning the professional competence of a tenured bargaining unit member
1173 arising out of the evaluation process shall be filed with the Board of Education at least
1174 thirty (30) calendar days prior to the close of the school year that the teacher is evaluated.

1175 **The parties agree that information received from parents, students or other District**
1176 **employees will not be used in isolation to evaluate bargaining unit members. Nor will test**
1177 **scores or test results be used in isolation to evaluate bargaining unit members.**
1178

1179 **ARTICLE XVI**

1180 **Professional Grievance Negotiation Procedure**

- 1181
- 1182 A. For purposes of this Agreement, a grievance is defined as any claim or complaint by an
1183 employee or by the Association that there has been a violation, misinterpretation, or
1184 misapplication of a specific provision of this Agreement. All such grievances shall be
1185 processed as hereinafter provided.
- 1186 B. The aggrieved employee shall begin the grievance procedure by informally discussing the
1187 matter with his/her immediate supervisor within fifteen (15) days after the occurrence or
1188 the facts become known, with the object of informally resolving the matter. If not so
1189 resolved, a written statement of the grievance, signed by the grievant, shall be filed with
1190 his/her immediate supervisor within fifteen (15) days after such informal discussions.
1191 Such statement shall recite the facts alleged, the provision of the Agreement involved,
1192 and the relief requested. Within fifteen (15) days thereafter, the aggrieved employee and
1193 his/her immediate supervisor and a representative of the Association shall meet to discuss
1194 the matter in an effort to resolve it.
- 1195 C. If not resolved at such meeting, a written answer to the grievance shall be given by the
1196 immediate supervisor within fifteen (15) days after such meeting. If the employee is not
1197 satisfied with that answer, he/she shall then forward the grievance and answer to the
1198 Superintendent within fifteen (15) days after receipt of the answer. The aggrieved
1199 employee and representative of the Association shall meet with the Superintendent within
1200 fifteen (15) days thereafter to discuss the matter in an effort to resolve it.
- 1201 D. If not settled at such meeting, the Superintendent or his/her designee shall give his/her
1202 written answer within fifteen (15) days of such meeting to the aggrieved employee and
1203 the Association. If not settled as a result of such answer, either the Board or the
1204 Association shall have the right to appeal the dispute to a mutually satisfactory arbitrator
1205 under and in accordance with the rules of the American Arbitration Association. Such
1206 appeal must be taken by written notice given to the other party within fifteen (15) days
1207 from the date the answer is given.
- 1208 E. In the event of a general grievance, the President of the Association has the right to file a
1209 grievance, which would go directly to the Superintendent under Section D and follow the
1210 procedure as outlined thereafter.
- 1211 F. Notwithstanding the expiration of this Agreement, any claim of grievance arising
1212 thereunder may be processed through the grievance procedure until resolution.
- 1213 G. A teacher engaged during the school day in any professional grievance negotiations on
1214 behalf of the Association with any representative of the Board shall be released from
1215 regular duties without loss of salary. If any negotiations are requested by the Board
1216 which will involve the teacher during the school day, the teacher will be released from
1217 regular duties without loss of pay.

1218 H. The arbitrator shall have the power and authority as set forth herein to resolve such
1219 grievances.

1220 1. It is expressly agreed that the power and authority of the arbitrator shall be limited
1221 in such case to the resolution of the question submitted to him/her. It is further
1222 specifically agreed that the arbitrator shall have no power to add to, subtract from,
1223 or modify any of the terms of this Agreement. The decision of the arbitrator shall
1224 be final and binding on both parties.

1225 2. The fees and expenses of the arbitrator shall be shared equally by the Board and
1226 the Association. All other expenses shall be borne by the party incurring them,
1227 and neither party shall be responsible for the expenses of witnesses called by the
1228 other. If either party wants an official transcript of the proceedings, then said
1229 party shall pay the full cost.

1230 3. No decision in any case shall require a retroactive adjustment in any other case.

1231 4. The arbitrator shall have no power to establish salary scales.

1232 5. The arbitrator shall have no power to rule on any of the following:

1233 a. The termination of or decision not to re-employ any probationary teacher.

1234 b. Failure to re-employ any teacher to an extra contract assignment. For the
1235 purpose of this provision, re-employ shall include any position within a
1236 sport (e.g., football) within an education level (i.e., high school, middle
1237 school or elementary) or a non-coaching position within an educational
1238 level that the teacher previously held.

1239 c. Any matter covered under the Teacher Tenure Act. (Act IV, Public Acts,
1240 Extra Session of 1937 of Michigan, as amended).

1241 d. The use of teacher evaluation form agreed upon by the parties that can be
1242 found in the Board Policy documents/Administrative Guidelines, and
1243 Appendix D.

1244 I. The time limits provided in this Article shall be strictly observed but may be extended by
1245 written agreement of the parties. In the event a grievance is filed after May 15 of any
1246 year and strict adherence to the time limits may result in hardship to any party, the Board
1247 and Association shall use their best efforts to process such grievance prior to the end of
1248 the school term or as soon thereafter as may be possible. Failure to institute a grievance
1249 or appeal a decision within the time specified shall be deemed acceptance of the decision
1250 at that level. Should the Association withdraw a grievance at any level, no further
1251 proceedings shall be had. If the Board fails to comply with any time limit, the grievance
1252 shall automatically advance to the next step of the grievance procedure. For purposes
1253 herein, “days” shall mean teacher days during the school year and those days on which
1254 the District’s Administration Office is scheduled for work between Monday and Friday
1255 (both inclusive) during the non-school year.

1256

1257 **ARTICLE XVII**

1258 **Student Teacher Guidelines**

1259
1260 The Board of Education and administration shall cooperate with area colleges in training
1261 programs related to the teaching profession with the following qualifications:

1262 A. Teacher shall reserve the right to refuse to have a student teacher.

1263 B. No teacher shall have a student teacher under his/her supervision unless said teacher has
1264 obtained tenure status.

1265 C. No teacher shall have more than one (1) student teacher during any school year.

1266 D. Student Teacher shall be placed only in areas for which they have been trained (i.e.,
1267 major or minor area of study in college).

1268 E. Whenever a student teacher is to serve more than one (1) teacher at the same time, one of
1269 the supervising Teacher shall be designated as head teacher.

1270 F. At no time shall the ratio of student Teacher to regular Teacher exceed twenty-five
1271 percent (25%) in any one building.

1272 G. The student teacher may be placed in the role of substitute teacher for his/her immediate
1273 supervising teacher only.

1274 H. A student teacher shall not serve as a substitute for another teacher that is missing in the
1275 school system.

1276 I. A student teacher may, upon his/her consent, serve the role of a substitute for his/her own
1277 supervising teacher in case the supervising teacher is ill. However, this term of service as
1278 a substitute without the presence of a supervising teacher shall not last for more than five
1279 (5) school days.

1280 J. No supervising teacher shall substitute for another teacher during the hours a student
1281 teacher is under his/her supervision.

1284 **ARTICLE XVIII**

1285 **Conference Funds**

- 1287 A. In recognition of the rapidly expanding fields of knowledge, the parties hereby agree to
1288 establish a Conference Committee composed of two (2) administrators appointed by the
1289 Board and five (5) Teacher appointed by the Executive Board of the H.E.A. The
1290 Chairperson of this committee shall be a teacher.

1291 The Conference Committee shall administer a fund for teacher conferences. The fund
1292 shall be used to finance all expenses related to conferences with the exception of
1293 substitute Teacher, which the Board will provide. Money left over at the end of the
1294 school year shall be carried to the next school year. The Employer shall contribute one
1295 hundred five dollars and seventy-nine cents (\$105.79) per teacher per school year to the
1296 fund.

1297 The committee will establish a distribution policy for the funds which provides for
1298 equitable allocation of funds among the bargaining unit members. Extracurricular
1299 conferences shall be under the purview of the committee, but in no event shall more than
1300 fifteen percent (15%) of the total annual allocation be utilized for extracurricular
1301 conferences.

1302 The policies, regulations and rules established by the committee must be reviewed by
1303 September 1 of each year, and the current policies, regulations and rules must be
1304 distributed to the staff by the end of the second week of each school year.

- 1305 B. The Conference Committee shall have the following powers:

- 1306 1. Regulate application procedures.
- 1307 2. Set forth operation rules.
- 1308 3. Make final decisions as to permission of application requests.

1309 There shall be no appeal of committee decisions to the Board or to the H.E.A.

- 1310 C. The Conference Committee shall furnish a complete annual financial report by June.
1311 This report should specify the amount used by each individual teacher and the type of
1312 conference attended by that teacher.

- 1313 D. The Conference Committee should also specify in the report the amount of conference
1314 monies used for extracurricular conferences.

1316
1317
1318
1319

ARTICLE XIX

Disciplinary Procedures

- 1320 A. Employees who are not subject to the Michigan Teacher's Tenure Act, including but not
1321 limited to Occupational Therapists, Physical Therapists, Speech Therapists, Nurses,
1322 School Social Workers or Teacher Consultants (Act IV Public Acts, Extra Session of
1323 1937 of Michigan, as amended) shall not be reprimanded, disciplined, discharged,
1324 reduced in rank without just cause. All other employees shall not be reprimanded,
1325 disciplined, or discharged for a reason that is not arbitrary or capricious.
- 1326 B. The Board agrees with the concept of progressive discipline which, unless the seriousness
1327 of the offense warrants accelerated discipline, includes verbal warning, written warning,
1328 written reprimand, suspension with pay, with discharge being used as a final and last
1329 resort.
- 1330 C. A teacher shall be entitled to have present a representative of the Association during any
1331 disciplinary action, including adverse evaluations. A teacher shall be advised of this right
1332 before any action is taken.
- 1333 D. Ancillary Staff
- 1334 1. Non-certified teachers are defined as bargaining unit members who are not
1335 eligible for tenure under the Michigan Teacher Tenure Act (MCLA 38.71, *et.*
1336 *seq.*; MSA 15.1971, *et. seq.*) for purposes of this provision.
- 1337 2. A non-certified teacher hired prior to July 19, 2011 may, upon initial employment
1338 with the District, be required to serve a probationary period not to exceed four (4)
1339 calendar years from his/her anniversary date of employment. A non-certified
1340 teacher hired after to July 19, 2011 may, upon initial employment with the
1341 District, be required to serve a probationary period not to exceed five (5) calendar
1342 years from his/her anniversary date of employment. If a non-certified teacher
1343 works a partial school year, such periods shall be aggregated for purposes of
1344 computing the four-year probationary period.
- 1345 3. At least sixty (60) calendar days before conclusion of the probationary period
1346 described in paragraph #2 above, the District shall determine whether the non-
1347 certified teacher's performance is highly effective, effective, less than effective,
1348 or ineffective and shall notify the teacher in writing. If the District determines
1349 unsatisfactory performance, it shall provide the non-certified teacher with the
1350 reasons for its determination.
- 1351 4. If the District determines that the probationary non-certified teacher's
1352 performance is less than effective in accordance with the above paragraphs, the
1353 teacher's contract may not be renewed.

1354 5. For purposes of non-renewal, the non-certified teacher shall be considered
1355 probationary under the terms of this Agreement.

1356

1357 **ARTICLE XX**

1358 **Additional Salary Adjustments**

1360 A. Adjustments from one vertical column to another will be made according to the following
1361 guidelines:

1362 1. BA+18 and BA+30 Columns

1363 a. Only those courses taken after the BA degree and teaching certification
1364 are awarded will be applicable.

1365 b. Graduate credit courses approved in writing by the Superintendent or
1366 designee or related to the field of K-12 education shall be counted if they
1367 have been earned through an accredited college or university.

1368 c. Undergraduate credit courses must have the written approval of the
1369 Superintendent or designee in order to count for column movement. Such
1370 approval will be granted so long as the course is related to the field of K-
1371 12 education.

1372 2. MA+15

1373 a. Only those courses taken after the MA degree and teaching certification
1374 are awarded will be applicable.

1375 b. Graduate level courses approved in writing by the Superintendent or
1376 designee or related to the field of K-12 education will be counted toward
1377 column movement if they have been earned through an accredited college
1378 or university.

1379 c. Undergraduate credit courses must have the written approval of the
1380 Superintendent or designee in order to count toward column movement.
1381 In the event the Superintendent or designee denies a teacher credit for
1382 undergraduate hours, the teacher has the right to appeal this decision to the
1383 Board of Education.

1384 3. Michigan State Continuing Education Clock Hours (SCECHs) (formerly SB-
1385 CEUs) earned after September 1, 1994 may be substituted for semester credit
1386 hours under subparagraphs 1 and 2 above at the ratio of three (3) SCECHs to one
1387 (1) semester hour, provided they are earned by attending classes outside the
1388 teacher's paid working time and are approved by the District in advance.

1389 4. MA and Ed.S or Ph.D

1390 After having been awarded this degree, the teacher will be advanced to the
1391 appropriate step.

1392 4. Adjustments from one vertical column to another will be made only as of the first
1393 day the teacher is required to report for work at the beginning of the school year
1394 and the first day of the second semester, provided written proof of satisfactory
1395 completion of hours beyond BA, or after MA or upon conferral of Ed.S degree.
1396 Acceptable written proof includes a college transcript or in lieu thereof a letter
1397 from the professor teaching the course where hours are applicable, or the
1398 registrar's office in the case of conferral of a degree.

1399 5. For all teachers employed at the start of the 1988-89 school year, all courses
1400 completed prior to December 31, 1988 shall apply for movement from one
1401 vertical column to another, absent all restrictions cited in A.1.c, A.2.b, and A.2.c
1402 above.

1403 B. Teachers hired at mid-year will be advanced to the next step on the salary schedule at the
1404 next mid-year and each succeeding mid-year. A teacher must be employed for a
1405 minimum of one hundred (100) days during a given school year in order to qualify for the
1406 next step on the salary schedule for the succeeding year.

1407

1408 **ARTICLE XXI**

1409 **Extra Duty**

- 1411 A. All hourly rates and annual rates (non-indexed rates) not otherwise mentioned are to be
1412 increased by the same percentage as the salary schedule, each year of the contract.
- 1413 B. Effective September 1, or each year of the contract, the following rates will be increased
1414 at the same rate as the base salary.

1415 6. Evening Music Performances

1416 Elementary music Teacher shall be reimbursed for all evening music
1417 performances at the following hourly rates:

	<u>2012-2013</u>	<u>2013-2014</u>
1418 Rehearsals	\$26.24	\$26.50
1419 Concerts	\$33.74	\$34.08

1421 7. Instructional Activities

1422 Instructional activities beyond a teacher's regular hours, assignment and calendar
1423 shall be adjudged as "Extra Duty for Extra Pay" positions and excluded from
1424 tenure. The 2012-2013 rate shall be \$33.74 per hour. (The 2013-2014 rate will be
1425 \$34.08)

1426 8. Curriculum Work

1427 Curriculum work, including participation on the school improvement team,
1428 beyond the school calendar and/or school day. The 2012-2013 rate shall be
1429 \$23.75. (The 2013-2014 rate will be \$23.99)

1430 *Rate to be increased each year by the same percentage as the BA Base.

- 1431 C. 1. Grade level leaders and department chairs are as follows:

1432 a. Elementary

1433 (1) Pre-K, Kindergarten

1434 (2) Grade 1

1435 (3) Grade 2

1436 (4) Grade 3

1437 (5) Grade 4

1438	(6)	Grade 5
1439	(7)	Elementary Special Education
1440	(8)	Reading Teacher
1441	(9)	Art
1442	(10)	Music
1443	(11)	P.E.
1444	b.	<u>Middle School</u>
1445	(1)	Math (6-8)
1446	(2)	Science (6-8)
1447	(3)	Language Arts (6-8)
1448	(4)	Social Studies (6-8)
1449	(5)	Special Education (6-8)
1450	c.	<u>Secondary</u>
1451	(1)	Business Education (6-12)
1452	(2)	Foreign Language (6-12)
1453	(3)	English (9-12)
1454	(4)	Art, Life Skills & Technology Education (6-12)
1455	(5)	Music (6-12)
1456	(6)	Mathematics (9-12)
1457	(7)	Science (9-12)
1458	(8)	Social Studies (9-12)
1459	(9)	Health and Wellness (6-12)
1460	(10)	Secondary Special Education (6-12)
1461	(11)	Counseling (K-12)
1462	(12)	ELL (K-12)

- 1463 2. Department chairs and grade level leaders may be appointed by the administration
1464 after receiving recommendations from members of the department or grade level.
1465 Such appointments will be for a term up to three (3) years.
- 1466 3. The department chairs and grade level leaders will meet no more than once a
1467 month, up to nine (9) times a year, with their respective departments or grade
1468 levels.
- 1469 4. The department chairs and grade level leaders will meet once a month, up to nine
1470 (9) times during the school year, with the building administrator(s), and/or
1471 Curriculum Director
- 1472 5. Up to three (3) meetings each school year will be scheduled by the administration
1473 for all department chairs and grade level leaders.
- 1474 6. All leaders' salary based on percent of BA, based on experience in position (limit
1475 to 5 steps).
- 1476 a. Middle School Department Chairs and High School Department Chairs
1477 will be paid at 3.5% (.035).
- 1478 b. Elementary grade level leaders will be paid at 4.0% (.04). Elementary
1479 Special Education, Specialists, and Reading Teacher will be paid at 4.0%
1480 (.04).
- 1481 c. Secondary leaders and department chairs for grades 9-12 will be paid at
1482 3.5% (.035) up to 5 FTE's in the department. Additional FTE's beyond 5
1483 will be paid at the rate of \$75.00 for each FTE.
- 1484 D. Non-tenure, extra-duty salary schedules not contained within this Article or cited
1485 elsewhere in this Agreement are set forth in Schedule B, which is attached and
1486 incorporated into this Agreement.
- 1487
- 1488

1489
1490
1491

ARTICLE XXII

Reimbursement for Advance Study

- 1492 A. Those members of the staff upon verification of the completion of eighteen (18) semester
1493 hours post-graduate credits and advance written verification by the Board that the
1494 course(s) qualify for reimbursement will be allowed full reimbursement up to the amount
1495 that Grand Valley State University charges for a three credit graduate course at the 500-
1496 600 level the year that the request is made. The credits must be from an accredited
1497 college or university that are included in a degree program or designed to improve the
1498 teacher's competency. The money will be for the cost of tuition and course fees charged
1499 by the institution to take the course. Any tuition or fees covered by scholarship or grant
1500 awards shall not be reimbursable.
- 1501 B. Those members who are considered ancillary staff (social workers, speech pathologists,
1502 school psychologists, and school counselors) have the ability to use graduate
1503 reimbursement funds to pay for pre-approved SCECH (formerly SB-CEU) credits. All
1504 other requirements spelled out in Article XX apply.
- 1505 C. All requests for reimbursement must have prior approval from the building principal and
1506 the Superintendent in order to be eligible for reimbursement.
- 1507 D. The course or courses must be taken and successfully completed during the contract year
1508 (September 1 - August 31). Payment will be credited to the contract year in which the
1509 course was completed. Evidence of successful completion may be in the form of a grade
1510 card or transcript.
- 1511 E. During the contract year (September 1 - August 31), the teacher must apply in writing not
1512 more than 45 days after the completion of the course, except for classes completed during
1513 the summer session when Teacher must apply in writing not more than 45 days after the
1514 first day of school. (Example: School starts September 4 so the last day to apply would
1515 be October 18). A copy of the transcript showing successful completion or a letter from
1516 the instructor certifying successful completion must accompany the application.
- 1517 F. The District shall reimburse each teacher for 50% of the application fee for renewal of
1518 the teacher's professional certificate as issued by the Michigan Department of Education.
1519 The District will also reimburse Social Workers, Speech Pathologists, School
1520 Psychologists, and School Counselors for 50% of license renewal fees.

1522 **ARTICLE XXIII**

1523 **Board Rights**

- 1524
- 1525 A. The Board, on its own behalf and on behalf of the electors of the district, hereby retains
- 1526 and reserves unto itself, without limitation, all powers, rights, authority, duties and
- 1527 responsibilities conferred upon and vested in it by the laws and the Constitution of the
- 1528 State of Michigan and of the United States, including but without limiting the generality
- 1529 of the foregoing, the right:
- 1530 1. To the executive management and administrative control of the school system and
- 1531 its properties and facilities and staff.
- 1532 2. To hire all Teacher and, subject to the provisions of law, to determine their
- 1533 qualifications and the conditions for their continued employment, and to promote,
- 1534 discipline and transfer all such employees.
- 1535 3. To establish grades and courses of instruction, including special programs, and to
- 1536 provide for athletic, recreational and social events for students, all as deemed
- 1537 necessary or advisable by the Board.
- 1538 4. To decide upon the means and methods of instruction, the selection of textbooks
- 1539 and other teaching materials, and the use of teaching aids of every kind and
- 1540 nature.
- 1541 5. To determine class schedules and the hours of instruction, the duties,
- 1542 responsibilities and assignments of Teacher with respect thereto and with respect
- 1543 to administrative and non-teaching activities, the terms and conditions of
- 1544 employment.
- 1545 B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the
- 1546 Board, the adoption of policies, rules, regulations and practices in furtherance thereof,
- 1547 and the use of judgment and discretion in connection therewith shall be limited only by
- 1548 the specific and express terms of this Agreement and then only to the extent such specific
- 1549 and express terms hereof are in conformance with the Constitution and Laws of the State
- 1550 of Michigan and the Constitution and Laws of the United States.

1552 **ARTICLE XXIV**

1553 **Calendar**

1554

1555 A. The calendar for the 2012-2013 school year is contained in Appendix C attached to and

1556 incorporated into this Agreement.

1557 B. School Closing (Snow Days)

1558 1. During each year of the current master agreement, students will be scheduled to

1559 attend 174 days for instruction. Teachers, other than those in their first three (3) years

1560 of employment in classroom teaching who have not fulfilled their State-mandated

1561 professional development requirements, will be scheduled to work 183 days. The

1562 actual scheduled instructional and work days are set forth in the calendar (see

1563 Appendix C).

1564 2. The first scheduled work day for the Teacher shall be arranged so that the

1565 morning will be used for teacher meetings, and the afternoon will be used as

1566 preparation time by the Teacher .

1567 3. Whenever schools shall be closed on a scheduled day due to inclement weather or

1568 other acts of God, the staff shall not be required to report for work and shall suffer no

1569 loss of pay.

1570 4. In the event no days of instruction are canceled due to acts of God, the calendar

1571 will be followed as printed in Appendix C of this Master Agreement.

1572 5. In the event school is closed for thirty (30) hours or less in the first semester, the

1573 last day of the semester shall be a teacher records day as set forth in the calendar.

1574 6. In the event school is closed for more than thirty (30) hours during the first

1575 semester due to acts of God, then the final day of the first semester shall be converted

1576 to a full day of instruction prior to the exam schedule.

1577 7. In the event the foregoing provisions of this Article do not result in the minimum

1578 number of state required student instructional hours, additional instructional hours

1579 shall be scheduled during days when Teacher were scheduled to work without

1580 students in attendance until the minimum number of instructional hours can be

1581 accomplished as follows:

1582 a. First, the records day scheduled for the last day of the first semester shall

1583 be converted to a half day of instruction and a half day for records.

1584 b. Second, the records day scheduled for the last day of the second semester

1585 shall be converted to a full day of instruction prior to the exam schedule.

1586 8. Any alterations in the calendar according to the foregoing provisions shall not

1587 result in additional compensation being paid to Teacher.

1588 9. In the event all of the foregoing provisions have been implemented and students
1589 still have not obtained the minimal number of instructional hours, then the district
1590 reserves the right to decide if additional days/hours will be scheduled. If additional
1591 days are scheduled, they shall be added to the school year immediately after the
1592 conclusion of the regular calendar as set forth in Appendix C of the Master
1593 Agreement, unless otherwise agreed between the parties.

1594 10. Any days added (per paragraph 10 above) to the Teacher ' scheduled work year
1595 beyond the 183 days in the calendar, as set forth in the Master Agreement, shall result
1596 in additional compensation to the Teacher . Such compensation shall be computed at
1597 the rate of $66 \frac{2}{3}\%$ of $1/183^{\text{rd}}$ of the teacher's annual salary, as set forth in Appendix
1598 A of the Master Agreement, for each day added (i.e., 0.003643 times the number of
1599 days made up, times the teacher's annual Appendix A.

1600

1601 **ARTICLE XXV**

1602 **Mentor Teacher**

- 1603 A. A mentor teacher shall perform the duties specified in Section 1526 of the School Code.
1604 A mentor teacher shall be a bargaining unit member with four (4) or more years of
1605 service with the District.
- 1606 B. Starting with Teacher hired by the District to begin teaching during the 1994-95 school
1607 year or later, each bargaining unit member for the first three (3) years of his/her
1608 employment in classroom teaching shall be assigned to up to two (2) mentor Teacher .
1609 The mentor teacher shall be available to provide professional support, instruction and
1610 guidance. The purpose of the mentor assignment is to provide a peer who can offer
1611 assistance, resources and information.
- 1612 C. The mentor teacher/mentee assignment shall be subject to the following conditions:
- 1613 2. Participation as a mentor shall be voluntary. In the event there are not sufficient
1614 bargaining unit volunteers, the District may appoint mentor Teacher from any
1615 source permitted by Section 1526 of the School Code.
- 1616 3. An attempt will be made to match mentor Teacher and mentees who have the
1617 same area of certification or work assignment.
- 1618 4. The mentor teacher assignment shall be subject to renewal on a year-to-year basis
1619 based on a review by the administration, the mentor teacher and the mentee at the
1620 end of the year.
- 1621 5. The mentor teacher/mentee relationship shall be confidential and shall not in any
1622 fashion be a matter included in the evaluation of the mentor teacher or mentee.
- 1623 6. Upon request, the administration shall make available reasonable release time for
1624 classroom/teacher observations (as approved by the building administrator).
1625 Additionally, release time shall be made available for mentor-mentee meeting
1626 time. First and second year mentor/mentees shall have available up to three (3)
1627 half-day releases per school year if mentor and mentee are not in the same
1628 building and one (1) half-day per school year release if the mentor and mentee are
1629 in the same building. Third year mentor/mentees shall have available up to two
1630 (2) half-day releases if not in the same building and one (1) half-day release if in
1631 the same building so the mentor teacher may work with the mentee in his/her
1632 assignment during the regular work day.
- 1633 It is expected that mentors will meet with their mentees at least one and one-half
1634 hours a month before or after school to discuss curriculum and instructional issues
1635 September through May. Meeting (contact) time must be at least 30 minutes long
1636 to meet this monthly requirement. Documentation of the dates of these meetings
1637 will be submitted to the curriculum office at the end of the school year.

1638 Meeting time outside the contract year shall be voluntary except that a first year
1639 teacher mentor may be required to attend a mentor/mentee meeting during the
1640 new teacher orientation arranged by the District. The first year teacher mentor
1641 shall be paid at the curriculum rate for all required time in attendance at the new
1642 teacher orientation. Required new teacher orientation meeting time that is self-
1643 directed time for the mentee and mentor shall be in lieu of equivalent release time
1644 during the upcoming school year.

1645 7. Mentees shall be provided with a minimum of fifteen (15) days of professional
1646 development during their first three (3) years of employment in classroom
1647 teaching within the school day and school calendar for new Teacher .

1648 8. No later than the end of the first year that a bargaining unit member serves as a
1649 mentor teacher, he/she should attend a workshop or conference selected by the
1650 administration for the purpose of training the bargaining unit member to serve as
1651 a mentor teacher. All workshop or conference expenses shall be paid by the
1652 District.

1653 9. For up to a one year period mentors will be available upon request for any teacher
1654 who is transferring to a subject area or grade level. The compensation rate and
1655 meeting requirements will be 50% of those for second year new teacher mentors
1656 (release time shall be made available for up to two half-day releases for out of
1657 building mentor/mentee and one half-day release for in building mentor/mentee).

1658 10. Newly hired Teacher who previously attained tenure will be provided one year of
1659 mentoring. This mentoring will be in the "*Pathwise*" program or some similar
1660 program if available. Requirements and compensation shall be as set for a year 2
1661 mentor.

1662 11. Mentors and mentees will be required to attend up to three meetings outside the
1663 school day of up to one and one-half hours in length during the course of the year.

1664 12. In order to be eligible for "trained mentor" (*Pathwise*) pay the mentor must have
1665 attended the appropriate training.

1666 D. In the event the law requiring mentor Teacher is repealed or amended during the life of
1667 this Agreement, the provisions of this Article that are affected by such change shall be
1668 suspended from operation.

1669

1670 **ARTICLE XXVI**

1671 **Curriculum Development**

- 1673 A. The Curriculum Council shall be responsible for assisting in the initiation and
1674 establishment of policies affecting the nature and design of the instructional program of
1675 the District. The Curriculum Council is to provide consultation with and
1676 recommendations to the Superintendent or designee for needed improvements in the
1677 instructional program, including but not limited to: (1) reviewing educational research
1678 and recommending practices; (2) developing and recommending criteria for the ongoing
1679 evaluation of instructional programs; (3) reviewing and recommending policies
1680 concerning testing programs and instructional management systems; (4) reviewing and
1681 making recommendations on proposed programs; and (5) promulgating and
1682 recommending other policies relating to the District's programs and curriculum.
1683 Curriculum Council membership shall include, but not be limited to, teacher
1684 representatives from each building and representatives of each department and grade
1685 level.
- 1686 B. All Teacher are expected to teach the Board-approved curriculum and administer the
1687 appropriate assessments. Teacher may expand or enrich the curriculum (except in the
1688 area of reproductive health), provided they stay within the curriculum guidelines
1689 approved by the Board.
- 1690 C. Annual student achievement data will be used to evaluate the District's curriculum.
1691 District assessment reports, other than those utilized internally by the administration, will
1692 only be made without the Teacher ' names in aggregate form by district, building or
1693 grade level. Individual class reports for a teacher can be individualized and identify the
1694 classes' report.

1696 **ARTICLE XXVII**

1697 **ESEA (No Child Left Behind)**

- 1699 A. The District shall notify each teacher in writing by October 1 of each year of his/her
1700 “highly qualified” status under the No Child Left Behind Act (“NCLB”) for his/her
1701 current school year teaching assignment. The Association shall be provided a copy of
1702 each notice. It is the responsibility of each teacher to properly and timely fill out any
1703 forms the District may require and submit to the District verification of any tests or
1704 courses passed which are relevant to his/her “highly qualified” status.
- 1705 B. The District and the Association share a common interest in seeing that all members of
1706 the teaching staff who must obtain “highly qualified” status under the NCLB do so. To
1707 facilitate that goal, the District agrees to allow Teacher to satisfy any of the options for
1708 becoming “highly qualified” for his/her teaching assignment that are recognized and
1709 approved by both the United States Department of Education and the Michigan
1710 Department of Education.
- 1711 C. If any actions required by the Board or District under the NCLB result in a duty to
1712 bargain under the Public Employees Relations Act, bargaining shall be initiated by the
1713 parties in a time frame sufficient to allow completion of bargaining prior to the deadlines
1714 specified in the NCLB.
- 1715 D. A teacher who is required as of the end of the 2005-06 school year to be “highly
1716 qualified” (as defined by the NCLB and the Michigan Department of Education) for
1717 his/her teaching assignment under the NCLB and is not “highly qualified” for his/her
1718 teaching assignment shall be granted the first vacancy he/she applies for providing he/she
1719 is fully qualified and fully certificated for the vacancy. If there is no vacancy for which
1720 said teacher is fully qualified and fully certificated and the District determines not to
1721 continue the teacher’s current assignment, said teacher shall be placed on layoff and is
1722 subject to recall to a vacancy said teacher is fully qualified and fully certificated to fill.

1724 **ARTICLE XXVIII**

1725
1726 **Miscellaneous Provisions**

- 1727
- 1728 A. Pursuant to Section 15(7) of the Public Employment Relations Act, if an emergency
1729 manager is appointed under the Local Government and School District Fiscal
1730 Accountability Act, then the emergency manager will have all powers specified in that
1731 Act in regard to this collective bargaining agreement. This language was put into this
1732 Agreement by the District solely because it is required by law.
- 1733 B. A teacher should make their best effort to enter an unexpected absence into Aesop in a
1734 timely manner depending on the start of the student day in their building. The
1735 Administration will insure that a substitute teacher is placed in the classroom of the
1736 absent teacher.
- 1737 C. No polygraph or lie detector device shall be used in any investigation for any teacher or
1738 pupil.
- 1739 D. This Agreement shall supersede any rules, regulations, or practices of the Board that shall
1740 be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or
1741 inconsistent terms contained in any individual teacher contracts heretofore in effect. All
1742 future individual teacher contracts shall be made expressly subject to the terms of this
1743 Agreement so long as this Agreement is in force.
- 1744 E. A copy of this Agreement shall be printed at the expense of the Board and presented to
1745 all Teacher currently employed by the Board. This agreement will also be available via
1746 the District's website.
- 1747 F. If any provisions of this Agreement or any application of the Agreement to any employee
1748 or group of employees shall be found contrary to law, then such provisions or application
1749 shall not be deemed valid and subsisting except to the extent permitted by law, but all
1750 other provisions or applications shall continue in full force and effect.
- 1751 G. The Association agrees not to engage in or encourage strike action. The Association
1752 agrees that an injunction may be issued by a court of competent jurisdiction against a
1753 strike engaged in by members of the Association.
- 1754 H. Part-time Teacher - Teacher employed on a part-time basis throughout the school year
1755 shall be governed by policies affecting full-time staff members. Payment for services
1756 rendered shall be on a pro-rata basis as follows:
- 1757
$$\text{Payment} = \text{full-time salary} \times \text{fraction of time employed}$$
- 1758 I. One-Year Leave of Absence Replacement Personnel - The District reserves the right to
1759 fill vacancies through a third party vendor if the vacancy is the result of the District
1760 granting a teacher's request for a one year leave of absence.

1761 J. Temporary Personnel - Teacher hired by the District for 150 days or more within one
1762 school year to fill a temporary teaching vacancy shall be members of the bargaining unit
1763 and are subject to the policies and contract provisions governing the employment of
1764 regular staff, except time spent working as a replacement teacher shall not be counted
1765 towards continuous years of service or considered as seniority for the purpose of layoffs
1766 or recalls under Article XIII of this Agreement until such time as a replacement teacher is
1767 awarded a vacant teaching position.

1768 Payment for services shall be computed in accordance with the following formula:

1769
$$\text{Payment} = (\text{Contract amount}^*) / 183 \times \text{Replacement Teacher's \# Contract days}$$

1770 *NOTE: The contract amount is computed using the current salary schedule
1771 according to the experience and education of the replacement teacher.

1772 K. Transfer Credit Policy

1773 Teacher transferring to the District from another school district may be placed at any
1774 step of their respective degree index up to receiving full credit on the salary schedule
1775 for the first six (6) years of outside teaching experience and one-half credit for the
1776 next four (4) years of outside experience.

1777 L. Bargaining unit members shall not be expected or required to administer medication or
1778 perform non-emergency medical-related procedures.

1779 M. In order to comply with MCL 1250, a teacher who receives an evaluation that is better
1780 than unsatisfactory, the teacher will receive a one time payment of \$50 on or before June
1781 30 of the current school year, in the form of a non-elective employer contribution to a
1782 403(b) account with a Board-approved vendor.

1783

1784 **ARTICLE XXIX**

1785 **Duration of Agreement**

1786
1787 This Agreement shall be effective as of and shall continue in effect for two (2) years through the
1788 26th day of August, 2014. This Agreement shall not be extended orally, and it is expressly
1789 understood that it shall expire on the date indicated.

1790
1791 BOARD OF EDUCATION

HUDSONVILLE EDUCATION ASSOCIATION

1792 By _____
1793 School Board President

By _____
President

1794 By _____
1795 School Board Negotiator

By _____
Chief Negotiator

1796 By _____
1797 School Board Negotiator

By _____
HEA Negotiator

1798 By _____
1799 School Board Negotiator

By _____
HEA Negotiator

1800 By _____
1801 School Board Negotiator

By _____
HEA Negotiator

1802 By _____
1803 HEA Negotiator

1804 By _____
1805 HEA Negotiator

2012-2013 School Year - Appendix A

STEP	INDEXED Multiplier	BA 1	BA+18 1.03	BA+30 1.05	MA 1.09	MA+15 1.1	EdS/PhD 1.12
1*	1	\$42,169	\$43,434	\$44,277	\$45,964	\$46,386	\$47,229
2*	1.05	\$44,277	\$45,606	\$46,491	\$48,262	\$48,705	\$49,591
3	1.1	\$46,386	\$47,777	\$48,705	\$50,561	\$51,024	\$51,952
4	1.15	\$48,494	\$49,949	\$50,919	\$52,859	\$53,344	\$54,314
5	1.2	\$50,603	\$52,121	\$53,133	\$55,157	\$55,663	\$56,675
6	1.25	\$52,711	\$54,293	\$55,347	\$57,455	\$57,982	\$59,037
7	1.3	\$54,820	\$56,464	\$57,561	\$59,753	\$60,302	\$61,398
8	1.35	\$56,928	\$58,636	\$59,775	\$62,052	\$62,621	\$63,760
9	1.4	\$59,037	\$60,808	\$61,988	\$64,350	\$64,940	\$66,121
10	1.45	\$61,145	\$62,979	\$64,202	\$66,648	\$67,260	\$68,482
11	1.5	\$63,254	\$65,151	\$66,416	\$68,946	\$69,579	\$70,844
						1.11	1.13
12	1.55	\$65,362	\$67,323	\$68,630	\$71,245	\$72,552	\$73,859
13	1.6	\$67,470	\$69,495	\$70,844	\$73,543	\$74,892	\$76,242
17	1.66	\$70,001	\$72,101	\$73,501	\$76,301	\$77,701	\$79,101
20	1.7			\$75,272	\$78,139	\$79,573	\$81,007
25	1.78			\$78,814	\$81,816	\$83,318	\$84,819

*Note -These numbers are listed for the purpose of computing per diem and extra duty pay. The actual salaries for teachers in their first and second year of employment will be determined annually by the Board of Education pursuant to Letter of Understanding - Appendix A.

2013-2014 School Year - Appendix A

STEP	INDEXED Multiplier	BA 1	BA+18 1.03	BA+30 1.05	MA 1.09	MA+15 1.1	EdS/PhD 1.12
1*	1	\$42,591	\$43,868	\$44,720	\$46,424	\$46,850	\$47,702
2*	1.05	\$44,720	\$46,062	\$46,956	\$48,745	\$49,192	\$50,087
3	1.1	\$46,850	\$48,255	\$49,192	\$51,066	\$51,535	\$52,472
4	1.15	\$48,979	\$50,449	\$51,428	\$53,387	\$53,877	\$54,857
5	1.2	\$51,109	\$52,642	\$53,664	\$55,709	\$56,220	\$57,242
6	1.25	\$53,238	\$54,836	\$55,900	\$58,030	\$58,562	\$59,627
7	1.3	\$55,368	\$57,029	\$58,136	\$60,351	\$60,905	\$62,012
8	1.35	\$57,497	\$59,222	\$60,372	\$62,672	\$63,247	\$64,397
9	1.4	\$59,627	\$61,416	\$62,608	\$64,993	\$65,590	\$66,782
10	1.45	\$61,757	\$63,609	\$64,844	\$67,315	\$67,932	\$69,167
11	1.5	\$63,886	\$65,803	\$67,080	\$69,636	\$70,275	\$71,552
						1.11	1.13
12	1.55	\$66,016	\$67,996	\$69,316	\$71,957	\$73,277	\$74,598
13	1.6	\$68,145	\$70,189	\$71,552	\$74,278	\$75,641	\$77,004
17	1.66	\$70,701	\$72,822	\$74,236	\$77,064	\$78,478	\$79,892
20	1.7			\$76,024	\$78,921	\$80,369	\$81,817
25	1.78			\$79,602	\$82,634	\$84,151	\$85,667

*Note -These numbers are listed for the purpose of computing per diem and extra duty pay. The actual salaries for teachers in their first and second year of employment will be determined annually by the Board of Education pursuant to Letter of Understanding - Appendix A.

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:

- a. 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.
- b. 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 Teacher 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.
- c. 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.
- d. 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.
- e. In the event that Steps are frozen, so that a person in their third year of employment is not moved to Step 3, the \$2000 deduction shall no longer be applicable to their salary on Step 2.

APPENDIX B
2012-2014 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	\$27.07/hour

<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 2012/2013 School Year

<u>Date(s)</u>	<u>Activity</u>	<u>Teacher Days</u>	<u>Instruct. 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>		4	0
September 3	Labor Day		
September 4	First Student Day		
September 26	Late Start		
<u>September</u>		19	19
<u>October</u>		23	23
November 2	Pro. Dev. / Records Day - Elem.		
	Pro. Dev. - MS & HS		
November 21	Records Day - HS / Elem. & MS off in exchange for extra P/T Conferences		
November 22-23	Thanksgiving Break		
<u>November</u>		20	18
December 5	Late Start		
December 24	Christmas Vacation Begins		
<u>December</u>		15	15
January 7	Classes Resume		
<u>January</u>		19	19
February 8	Professional Development PK - 12		
February 11	Mid-Winter Break		
<u>February</u>		19	18
March 1	Records Day - HS		
	Pro. Dev. – Elem. & MS		
March 29	Spring Break Begins		
<u>March</u>		20	19
April 8	Classes Resume		
April 17	Late Start		
<u>April</u>		17	17
May 15	Late Start		
May 26	Memorial Day		
<u>May</u>		22	22
June 5	Last Student Day		
	Full Day for Students		
June 6	Records Day		
<u>June</u>		5	4
		183	174

*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.

LETTER OF UNDERSTANDING
between the
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.

- i. 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 MPSERS 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 MPSERS may elect the following:

Accumulated Service Credit Under MPSERS 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 MPSERS guidelines. Such payments shall be limited to the percentage rates as of August 2, 2005 in the Variable Percentage Buy-In Table issued by MPSERS.

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.

1. Eligibility.

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

2. 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>
June 30, 2006	15%	15%	15%	15%	15%
June 30, 2007	15%	13%	12%	11%	None
June 30, 2008	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.

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 June 30, 2016.

THE HUDSONVILLE BOARD OF
EDUCATION

By _____
Its _____

Date: _____

THE HUDSONVILLE EDUCATION
ASSOCIATION, MEA-NEA

By _____
Its _____

Date: _____

LETTER OF UNDERSTANDING

School Improvements

The Board, Administration, Teacher 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

LETTER OF UNDERSTANDING

RE: Misc. Matters

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

Letter of Agreement

Middle School (Attachment #2) - Expectations for Team Planning Time

If the Board continues to require team planning time, core Teacher 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:

1. Develop interdisciplinary units (curriculum on the wall - updates) that include reading and writing in the content areas.
2. Maintain a daily log and agenda of the team meeting content. Include notes of: discussions regarding curriculum, schedules, student needs and expectations, etc.
3. Inform the administration of the team meeting location.
4. Provide the administration a summary of weekly plans, schedule of events, etc. (method still to be determined)
5. Write and submit a monthly paragraph of block activity for the newsletter.
6. 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.
7. Plan strategies that prepare students for success on assessment test (such as our District's unit outcomes and the MEAP).
8. Meet with the building administrator periodically to provide an update of team activity and student progress.
9. Designate a team leader.
10. Plan Flex/Seminar class activities.
11. Plan team award and student recognition activities.
12. Process BAT referrals.
13. 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, Teacher 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 Teacher in middle school buildings shall have no obligations to provide any teaming activities traditionally provided under the team teaching concept.