

**PROFESSIONAL
AGREEMENT**

BETWEEN THE

**HAMILTON COMMUNITY SCHOOLS
BOARD OF EDUCATION
HAMILTON, MICHIGAN**

AND THE

HAMILTON EDUCATION ASSOCIATION

M.E.A. - N.E.A.

2009-2010

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AGREEMENT

This Agreement has been entered into this 31st day of August, 2009, by and between the Board of Education of the Hamilton Community Schools, hereinafter called the "Board" and the Hamilton Education Association, MEA-NEA, hereinafter called the "Association." The initial term of the contract will be for the one year beginning August 30, 2009 and continue in effect through August 30, 2010.

WITNESSETH

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

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

IT IS HEREBY AGREED as follows:

ARTICLE I RECOGNITION

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

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

ARTICLE II BOARD AND ADMINISTRATION RIGHTS

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

**ARTICLE III
MEMBER RIGHTS**

- A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every member of the system shall have the right to freely organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiation. As a duly elected body exercising governmental power under the laws of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage, deprive or coerce any member in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the Constitutions of the State of Michigan and the United States. The Board will not discriminate against any member with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association, his participation in any activities in the Association, or collective professional negotiations with the Board.
- B. The Association and its members shall have the right to use school building facilities when available and according to school board policy. Bulletin boards specifically reserved for members shall be made available to the Association and its members.
- C. The Board agrees to furnish to the executive officer of the Association or his/her designate, upon written request, all information which is available to the public and concerns the financial resources of the district, tentative budgetary requirements and allocations, and such other information which the Board has available.

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

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

- a. Deviations from the minimum number of minutes in this section will be compensated at one sixth (1/6th) the full daily substitute rate for each 30 minute reduction in planning time.
 - b. Specialist teachers, who are teaching more than 1500 minutes per week and have less than one 30 minute planning period per day, four days of the week, will be eligible for compensation under 1a above.
- 2. All full time Young Fives/Kindergarten teachers will have a minimum of 250 minutes of planning time each week, in blocks of no less than 30 minutes, and at least one planning time per day, four days of the week. Young Fives/Kindergarten teachers will continue to monitor their students during "Young Fives/Kindergarten only" recesses.
- 3. All middle school teachers will have equal planning time periods. Planning periods would be each day and no less than the length of a normal class period.
- 4. All high school teachers will have equal planning time periods. Planning periods would be each day and no less than the length of a normal class period.
 - a. Days for high school exams and/or standardized testing (ie. ACT, MME) are excluded from the above.
- I. When a member, upon the request of an administrator, substitutes on an hourly basis for another member, he/she shall be paid the hourly rate of one third (1/3) the full daily substitute rate.
- J. When an elementary specialist is absent and a substitute cannot be obtained, classroom teachers will continue their regular class responsibilities. In such event, the classroom teacher will be compensated at the dollar amount found in Section H. prorated for the amount of time worked. When a class is scheduled to be with a specialist and an assembly or other similar activity is scheduled during the specialist's time, the specialist shall be responsible for the class during the specialist's regularly scheduled time. If the assembly continues before or after this time, the classroom teacher will be responsible for the class before and/or after the specialist's scheduled time.
- K. If an administrator has knowledge that an individual has made a threat to the safety and/or well being of one of his/her employees, the employee's family or the employee's property, it is the administration's responsibility, upon gaining knowledge of said threat, to inform the employee as soon as possible, but not later than 48 hours. During periods of extended breaks such as Christmas, spring, or summer breaks the employee shall be notified as soon as feasible.
- L. A case of assault upon a teacher, arising out of the performance of the teacher's professional responsibilities at school or school sponsored functions, shall, at the request of the teacher, be promptly reported by the administration to the proper law enforcement authorities. Release time will be provided for the teacher for the time needed for the handling of the incident by law enforcement or judicial authorities. Such time shall not be deducted from sick leave or other leave days.
- M. The Association wishes to have in existence an established policy to address complaints of parents concerning school employees. Both sides of an issue should be investigated before any complaint is brought to the attention of the School Board. For this reason, the following steps will be followed when dealing with a parent complaint regarding a member's performance of their contracted duties. It is mutually agreed that if the complaint would involve legal action this plan would move immediately to Step 4, with proper notice given to the member as soon as possible.

- Step 1 The member shall be made aware of all complaints brought to the attention of Administration. The Administration, upon listening to the parent concerns, but without attempting to plan a resolution, will advise the parent to contact the member to try to resolve the issue. The member will be advised of the complaint within three (3) school days that a complaint was heard.
- Step 2 If the parent has not already initiated the contact, the Administration may advise the member to attempt to resolve the issue with the parent directly. The member will advise the Administration of any contact.
- Step 3 If either the parent or the member is not satisfied with the process or result of Step 2, the building administrator will arrange a conference with the member and the individual parent(s) in an attempt to resolve the complaint. The student involved may be requested to be present.
- Step 4 If the complaint is not resolved with Step 3, the matter will be referred to the Superintendent.
- Step 5 If the complaint is not resolved with Step 4, the matter will be referred to the Board.
- N. A member assigned to start his/her teaching day, per the contract at 10 minutes prior to the student instructional day at one instructional level, and finish the instructional day at a different instructional level, will complete his/her duties no later than 10 minutes after the end of the student instructional day for the level at which his/her day began.

ARTICLE IV SCHOOL CALENDAR

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

- F. A mutually agreed upon exam schedule will be developed by a building's HEA staff and administration.
- G. If there are 5 snow days prior to February 1, Winter Break will be a teaching day.
- H. In the event of school cancellation due to severe weather on the Records Day between semesters, trimesters, or terms, there will be no makeup of this Records Day.

**ARTICLE V
MEMBER EVALUATION**

- A. All members and the Association recognize the right, duty and responsibility of the principals and supervisors to make periodic evaluations of the performance of members. The purpose of evaluation is to assist members to improve the quality of their professional services. All monitoring for evaluation or observation shall be conducted openly and with full knowledge of the member.
- B. In regard to probationary members, at least two written evaluations will be made each school year by the principal or immediate supervisor. In the event that a probationary member is denied tenure or is served with a notice of dismissal in accordance with the Michigan Tenure Act, such dismissal or denial shall be subject to the Grievance Procedure hereinafter set forth through Level Three (III), but shall not be arbitrable. A first evaluation shall be made by December 1 and the next no later than March 30.

Members starting their employment later in the school year will receive their first evaluation within sixty (60) school days and their second within one hundred twenty (120) days of date of employment.

- C. Tenured members shall be evaluated at least once every three years. An additional evaluation may be requested.
- D. All new employees will receive the current evaluation guidebook at their time of employment. It is the responsibility of the building principal to meet with the new employee and review the evaluation guidebook before the start of the school year. Due to the adoption of a new evaluation process in 2002/2003, exceptions to the guidelines stated in D1., D2., and D3. may apply. See Appendix F for an explanation of these exceptions.
 - 1. An evaluation will be presented in a written report and is to be based upon an announced visit of not less than thirty (30) minutes in length and a conference between the evaluator and the member. The evaluator may use more than one (1) visit in conducting a formal evaluation.
 - 2. The following guidelines will apply to the evaluation process:
 - a. Members will be informed of a scheduled evaluation visit by 2:00 p.m. of the day prior to the visit.
 - b. Visits leading to an evaluation report will meet the following standards:
 - (1) Will equal no more than five (5) hours of total time of which no more than two and one half (2 ½) hours can be performed in one day.
 - (2) A minimum of 2 observations on separate days will take place.
 - (3) Observations will be conducted in a space of ten (10) days.

- c. The evaluator will be an administrator employed by the Hamilton Community Schools.
 - d. Evaluations will be conducted no more than once during a four (4) week period.
 - e. In the event it is necessary to vary from the normal evaluation guidelines, the administration shall have full discretion to do so after consulting with the member and providing a written statement explaining the reason for such variation. Observations for the purpose of formal evaluation will not be scheduled before the completion of the 10th day of the student academic year, or within the last 10 days of the student academic year nor during the day before and/or after Christmas or Spring Vacation.
3. Within seven (7) school days of the final visit for the purpose of conducting an evaluation, a conference shall be held between the evaluator and the member to discuss the evaluation. Within seven (7) school days after the conference, the written evaluation, with the opportunity to review it, shall be delivered to the member. In no case shall this evaluation be delivered later than two (2) days prior to the end of the school year.
- E. A member who disagrees with an evaluation report may submit a written answer to the evaluator within one week which shall be attached to the file copy of the evaluation in question, but under no circumstances is the content of the evaluation subject to grievance.
 - F. All evaluations must be signed by the evaluator and the member. The member will sign the evaluation at the time it is received. The signature means only that the evaluation has been received and does not necessarily imply agreement.
 - G. An observation of a member may include a conference and may be unannounced. Observations may be used to aid the member in improving teaching skills, but may only be used as part of a written evaluation when 1) the observation concerns the member's overall professional and personal conduct, and 2) a conference is held within seven (7) school days of the observation, at which time the member is informed that such statements may be included in an evaluation. A record of the observation and/or the conference may be retained by the administration with a copy given to the member.
 - H. Uniform evaluation instruments shall be used for each category of employee district wide. It shall be given to the members within the first six (6) days of the new school year or the first six (6) days of employment. Any specific areas to be evaluated may be indicated to the member in a pre-conference. This evaluation instrument shall be used on at least two consecutive evaluations of the member.
 - I. The Administration will establish an Evaluation Committee, made up of an equal number of Administration and Association members, whenever it is deemed necessary to review current Evaluation Procedures. Any changes will be mutually established by this committee.

**ARTICLE VI
MEMBER RESPONSIBILITY**

- A. The length of the normal school day is seven and one half (7 ½) hours which shall normally include a minimum of the ten (10) minutes prior to the beginning of the student day. The normal school day is any day when students are scheduled to be in session for the full day. A normal 7 ½ hour school day for an employee may include a class period either before or after the regular school day for students with the consent of the teacher.
1. Members with regularly scheduled classroom teaching assignments will spend a maximum of 5 hours and 40 minutes at a teaching or supervising post.
 2. The regular daily schedules of members with non-classroom assignments such as counselors and librarians shall be within the normal school day and shall be established by the supervising principal after consultation with the member.
 3. Travel between buildings and other travel related activities such as unpacking materials at the second work site will be considered supervisory time and counted as follows.
 - a. 20 minutes for travel within a campus (currently the Middle School and High School complex)
 - b. 25 minutes for travel within the Hamilton village (4 mile radius of 48th Street and 136th Avenue, currently the Middle School and High School campus to/from Hamilton Elementary)
 - c. 30 minutes for travel between other buildings/campuses.
- B. On Fridays and days before vacation periods members will be permitted to leave the school building immediately after the buses leave their building.
- C. There shall be 18 hours of parent-teacher conferences in each school year. Parent-Teacher conferences shall be evenly divided between semesters, trimesters, or terms unless mutually agreed upon by the building's HEA staff and the administrator. If the time required for conferences of a teacher's assigned class exceeds the scheduled conference time, that teacher will be paid one third the full daily substitute rate then in effect for the excess conference time. (from Appendix D)
1. Elementary and Middle school teachers will be required to complete 9 hours total time, in addition to their regular teaching schedule, during Spring conference week. Spring conferences will be held on a teacher and/or parent/guardian request basis.
- D. The administration may call a maximum of 14 building and/or grade level meetings each year with a maximum of two (2) per month. These meetings shall not be longer than 75 minutes. All meetings in excess of these limits will be conducted on a voluntary basis.
- E. An employee on paid leave (personal illness or injury, bereavement or approved emergency, professional, personal, jury duty) can be held responsible for up to five (5) consecutive days of written lesson plans unless the member is incapacitated to the extent that a doctor would certify the inability to make written lesson plans, if called upon to do so. Written lesson plans for the next school day should always be available. Failure to comply with the statement above will result in:

1. One written warning to be placed in the member's file for the first occurrence while working in the Hamilton School System;
 2. For each additional occurrence, deduction of the substitute pay plus five (\$5) dollars shall be made from the employee's paycheck.
- F. If an employee is aware of any unsafe situation it will be reported immediately to the administration.

**ARTICLE VII
TEACHING LOADS AND ASSIGNMENTS**

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

1. Elementary:

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

2. Secondary:

- a. 1. Except in the areas of band, vocal music, keyboarding, study hall, and physical education, the student load per class shall not exceed thirty (30) students (29 students for 6th grade). State guidelines including deviations will apply to special education classes.
2. Except for the areas of agriculture, art, home economics, industrial arts, music, physical education, and special education, the assignment shall include no more than four (4) separate preparations at any one time without the consent of the member.

3. The student load per day shall not exceed 145. In the event a member's assignment includes six (6) or more regular class periods, the student load per day shall not exceed 174.
 - b. Physical education classes have a limit of forty (40) per class period.
 - c. When a single secondary class has students from two different courses of study and each course of study contains five (5) or more students, each course will be considered as a separate preparation towards the maximum of four (4) preparations for an individual teacher.
3.
 - a. Any student currently assigned to a staff professional for emotional impairment, mental impairment, or learning disability shall count as one and one half (1 & ½) students in determining the regular class size for the time that student is in the regular classroom.
 - b. In the event the number of students in a class (each student counted as one) assigned to a staff professional for emotional impairment, mental impairment or learning disability reaches or exceeds 15% of the class membership, the maximum class size will be reduced according to the following: 15%, one (1) less; 20% two (2) less; 25% three (3) less; 30% four (4) less.
 - c. A teacher will receive retroactive payment for the semester during which any student is found eligible for special education if class limits are exceeded provided the student meets the enrollment criteria found in 4b and 4a.
4. These maximums may be exceeded under the following plan of compensation.
 - a. A payment of \$30 per six (6) week, \$45 per nine (9) week, or \$60 per 12 week grading period will be paid to a secondary teacher for each student over the maximum in which the student is enrolled at least two-thirds (2/3) of the days scheduled in that grading period. In the event both the per day and per class maximums are exceeded, payments will be made on the maximum dollar amount the teacher is entitled to as mutually determined by the supervising principal and the member.
 - b. 1. All K-12 specialist teachers will be paid this rate prorated per hour of student contact.
 - c. A payment of \$200 per pupil per quarterly grading period, or prorated per hour of student contact time, will be paid to those elementary teachers with non-split level classes, for each student over the maximum in which the student is enrolled for at least two-thirds (2/3) of the days scheduled in that grading period.
 1. All K-12 specialist teachers will be paid this rate prorated per hour of student contact.
 - d. If class size exceeds the maximum in any class other than an elementary split class by more than four (4) students, the additional per pupil compensation for the grading period will be 1.5 times the amount specified for each student over the maximum. If class size exceeds the maximum in any class other than an elementary split class by more than six (6) students, the additional per pupil compensation for the grading period will be 2.0 times the amount specified for each student over the maximum.

- e. Written application for payments under this provision are to be submitted by the member to the supervising principal within 15 work days of the end of the marking period and shall state the basis for the compensation requested.

Example for 4th Grade
Additional Pay per Quarterly Marking Period

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

- f. Five hours of student instructional aide time per week will be provided to every elementary split class. A half time student instructional aide will be hired for elementary split classes in which the grades are one year apart and the total number of students exceeds the class load maximum. A full time student instructional aide will be hired for elementary split classes in which the grades are more than one year apart and the total number of students exceeds the class load maximum.
- B. Members who desire a change in grade or subject assignment or who desire to transfer to another building shall file a written statement of such desire with the Superintendent as soon as practicable, and under normal circumstances, not later than February 1. Such statement shall indicate the grade or subject to which the member desires to be transferred.
- C. The process of planning schedules for the next school year shall include opportunities for members to express their suggestions and concerns regarding class offerings, schedules, and assignments. All members shall be given written notice of their assignments for the coming school year no later than the end of the current school year. In the event that changes in assignment are to be considered, members involved shall be consulted.
- D. An involuntary transfer or assignment shall be made only after a meeting with the member, the Superintendent or his designee and an Association representative (if requested by the member) at which time the member shall be notified of the reason for the assignment or transfer. No involuntary change in a member's assignment or schedule will be made later than July 31 unless such a change becomes necessary due to an emergency situation.
- E. No member shall arbitrarily be assigned a subject for which he/she is not certified and Highly Qualified under NCLB to teach except where the member gives his/her written permission for said assignment.

- F. A member shall not be given a teaching assignment longer than the normal school day as described herein without the written consent of the member.

**ARTICLE VIII
VACANCIES**

- A. Whenever a vacancy occurs in a teaching or administrative position, for which educational certification is required and the position is to be filled on a permanent basis, the administration shall provide written notice of the vacancy to the President of the Association or his/her designee. Notices will be posted in each of the schools during the school year or will be mailed or distributed to members. In no case shall the Board be held responsible for the receipt of the notice by an individual member.
- B. The Board will post all anticipated openings for the following school year as soon as is practicable. The Board agrees to give members seven (7) calendar days from the date of the posting, distribution, or mailing of the notice to present written applications for the position to the Superintendent or designee. All members who apply for vacancies will be granted an interview.
- C. If the vacancy occurs between August 1 and the beginning of the school year, the administration shall notify the President of the Association of his/her designee of the vacancy before the position is filled. Members will be allowed to submit written application as time permits.
- D. In filling a vacant position, the Board will consider the professional qualification and experience of each applicant, including the length of employment with the district, along with the needs of the class and/or building. If a part-time position becomes vacant, the Board will first attempt to fill the position as a part-time position from individuals within the present teaching staff. If the part-time position cannot be filled with individuals within the present teaching staff, the Board will be under no obligation to hire individuals on a part-time basis to fill the vacancy. The Board maintains the right to transfer, promote, or employ the person who, in the opinion of the Board, upon recommendation of the administration, is the best qualified applicant.
- E. Member applicants not appointed to the position will be notified no more than five (5) calendar days after a position is filled and be given reasons why they did not receive the position.
- F. To avoid undue disruption to existing instructional programs, a permanent vacancy that occurs during the school year, at the discretion of the Superintendent, may be filled on a temporary basis until the end of the current semester or school year. At the end of the current school year, these temporary positions will be posted as open positions for the following school year.
- G. For purposes of this article a vacancy exists when the number of positions for certified personnel at a particular building is greater than the number of persons assigned to that building, including such an opening created by retirement, resignation, addition of a position, or the transfer of a member to a new or existing position.

**ARTICLE IX
LEAVES**

- A. The Board and the Association agree that the Board shall have the right to develop, approve and implement policies that are compliant with the Family Medical Leave Act (FMLA) of 1993 as required by law. For additional information regarding FMLA, contact the Administration Office.
- B. Paid Leave - Personal Illness/Injury
1. Employees covered by this agreement, who are absent from duty because of personal illness, injury or disability (including disability related to pregnancy or maternity/paternity), shall be paid their full salary for the period of such absences, not to exceed a total of ten (10) working days in any one year, except where additional leave time has been accumulated. The ten (10) days of sick leave shall be credited to the employee on the first day he/she reports for duty each school year. However, when an employee leaves before his/her yearly contract is completed, the number of sick days credited to the member's account will not be ten (10) days but one (1) day for each month worked.
 2. The Board may require a doctor's statement attesting to the illness of an employee. In the case of any dispute as to whether a member is able to adequately perform the duties to which the member is regularly assigned, the physician who has treated the member shall make the final and binding determination. If no physician has been involved with treating the member, a physician will be mutually agreed upon by the member and the Board for an evaluation visit. Physician costs not covered by the member's health insurance will be paid by the Board.
 3. At the beginning of each school year, members with one or more years teaching experience shall be credited with the number of sick leave days not used during the prior school year. The maximum number of accumulated sick leave days shall be one hundred and eighty (180). Members, including those with maximum accumulation, shall not have sick leave charged against their accumulated sick leave days until they have used the ten (10) provided for the current school year.
 4. An experienced teacher, hired into the school district, shall receive three-tenths (3/10) of accumulated sick days up to a total of twenty-four (24).
- C. Paid Leave - Bereavement or Approved Emergency.
1. Approved absence, without loss of salary, shall be allowed for bereavement or emergency leave. The administration shall have discretion to grant emergency leave. Each day of any absence under this paragraph shall be charged against the sick leave days of the employees covered by the agreement.
 2. Interpretation: Attendance of any funeral, deemed important to the member, will be granted under this section. Emergency care of someone in the immediate family of the member will be granted under this section. The Board may require a doctor's statement attesting to the critical illness of the person needing this care.

D. Paid Leave – Personal

1. To prevent undue hardship to individual staff members who must be absent from school to attend to personal business, two (2) days, which are non-cumulative will be provided without salary reduction. Any unused personal leave will be credited to the member's accumulated sick day leave the following year.
2. Requests for this leave day shall be made by the member through his/her supervisory principal at least forty-eight (48) hours in advance of the requested absence date. If the immediacy of the absence is of such a nature that the request in writing is not practical, oral request by the member shall be sufficient.
3. Personal Day Guidelines
 - a. The Board and Association mutually recognize that the educational process shall take precedence over contractual language in this area. Specifically, classrooms must be adequately staffed. Therefore, as a general guideline, it is agreed that a maximum of 8% of staff, on a district-wide basis, may be granted paid leave on a given day.
 - b. It is further agreed that requests for personal leave days falling before or after Thanksgiving, Christmas vacation, Spring break and Memorial Day, shall only be granted in emergency or extraordinary situations and must be approved by the principal and Superintendent.

E. Paid Leave - Professional.

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

F. Paid Leave - Jury Duty.

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

G. Member Paid Leave.

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

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

I. Association Paid Leave

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

J. Maternity/Paternity/Adoption Leave

1. Leaves will be granted in compliance with state and federal requirements including the Family Medical Leave Act.
2. A portion of the leave may be taken as paid leave subject to the following conditions:

- a. Paid leave for normal maternity/paternity/adoption leaves is the balance of sick leave or 30 days, whichever is less.
- b. Paid leave days will be deducted from Personal Illness.
- c. Paid leave may only be taken on days the member is required by this contract to work (i.e. instructional days, professional development days, and records days are considered contractually required days).
- d. When the birth or adoption occurs during the summer vacation, paid leave may only be taken on contracted work days that fall within 30 weekdays (Monday-Friday) before, after, and including the birth of the child or legal adoption date of the child.

K. Unpaid Leave - General Conditions.

1. The Board at its discretion and for reasons it deems appropriate, may grant an unpaid leave of absence according to the general conditions stated in this section. These general conditions may be superseded by the specific stated conditions of an individual type of leave.
2. The leave of absence may be granted for a period not to exceed one (1) year. Upon request of the member, the Board may, at its discretion, grant a renewal or extension of the leave period.
3. If the leave period is no longer than sixty (60) days, the members shall be entitled to the position held prior to the leave. After an unpaid leave period of more than sixty (60) days, the member will be assigned by the Board to a position for which he or she is certified and qualified.
4. For salary schedule purposes, credit will be computed on the guidelines listed in Article XVI Compensation and Fringe Benefits, Section A, number 4.
5. Seniority credits for the member remain at a stationary point until he/she returns to teaching, unless the member returns within sixty (60) days, in which case the member shall remain in the same place on the seniority list.
6. A member who is granted an unpaid leave of absence shall not use sick days during the leave period.
7. A member on unpaid leave shall notify the Superintendent of his/her intent to return to work three (3) months prior to the termination date of the leave. Summer vacation periods are not considered to be part of the leave period. A teacher intending to return to work at the beginning of a school year must notify the Superintendent of his/her intent to return by March 1, of the preceding school year. If no notification is received, the employee will be considered to have voluntarily resigned from employment at Hamilton Community Schools.
8. The Board may require a statement by qualified medical personnel indicating that a member seeking to return from a leave is physically and mentally capable of performing his/her professional responsibilities.
9. The member shall be entitled to return from an unpaid leave any time within the specified leave period if a written request to return is submitted to the Superintendent and a position becomes available for which the member is certified and qualified.

L. Unpaid Leave - Child Care.

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

M. Unpaid Leave - Graduate Study.

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

N. Unpaid Leave - Military.

1. Any member who is called into the armed forces of the United States, or who is activated as a member of the reserve forces, or who enlists in anticipation of induction, or who enlists during a period of time when this country is actively engaged in an open hostility involving active acts of warfare, shall be granted leave of absence without pay for the period of such absence.
2. Full credit on the salary schedule for each calendar year or major portion thereof spent in such military service will be granted to those so leaving Hamilton Community Schools' service and returning thereto, provided that rights under this paragraph will terminate upon any voluntary extension of such military service.
3. Leave of absence with pay shall be granted for time necessary to take the Selective Service physical examination.

O. Unpaid Leave - Medical.

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

4. The Board may require a statement by qualified medical personnel substantiating the claim of disability.

P. Unpaid Leave - Voluntary Layoff.

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

**ARTICLE X
MEMBER DISCIPLINE**

- A. Members on continuing tenure will be discharged or demoted only for reasonable and just cause following the procedure outlined in the Michigan Teacher Tenure Act.
- B. No member shall be disciplined, reprimanded, or reduced in rank or compensation without reasonable and just cause.
- C. The Board may require physical examinations of members at the Board's expense if it is deemed necessary in establishing reasonable and just cause.
- D. Evaluation documents may be used in this disciplinary procedure.

- E. A member shall be entitled to have a representative, of his/her choice, from the Association, present during any disciplinary action or discussion that may lead to disciplinary action when such action may become part of the member's personnel file. An opportunity for the requested representation shall be afforded the member as soon as it is requested. Any discussion begun will be discontinued until the Association representative is present. The meeting must be held within two working days of the original start of the meeting.
- F. Complaints not called to the attention of the member may not be used in any disciplinary action against the member.
- G. The following progressive system of discipline shall be followed in disciplining members unless the nature of the offense warrants using one of the more advanced steps directly.
 - 1. Oral warning by supervising principal with written notice kept by supervising principal.
 - 2. Written reprimand by supervising principal included in personnel file.
 - 3. Tenured members follow tenure act procedure.

**ARTICLE XI
GRIEVANCE PROCEDURE**

- A. A grievance shall be defined as an alleged violation, misapplication, or misinterpretation of the Master Agreement.
- B. The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:
 - 1. The termination of services of, or failure to re-employ any probationary member.
 - 2. The termination of services or failure to re-employ any member to a position on the extracurricular schedule.
 - 3. Any matter for which there is recourse under State or Federal statutes.
 - 4. It is expressly understood that the grievance procedure shall not apply to those areas in which the Tenure Act prescribes a procedure or authorizes a remedy (discharge and/or demotion).
- C. The Chairman of the Professional Negotiations Committee or his/her designee shall handle grievances when requested by the grievant. The Principal of each building shall act as the Board's representative at Level One (1). The Superintendent or his designee shall act as the Board's representative at Level Two (II).
- D. Definitions.
 - 1. The term "days" used in this article shall mean normal business days (Monday-Friday) except holidays when the Administration Office is closed or school vacation days during the school year (September-June).
 - 2. The term "principal" as used in this article shall mean the principal of the Elementary, Middle School or High School buildings.

E. Written grievances as required in this article shall be specific and contain the following:

1. A synopsis of the facts giving rise to the alleged violation, misapplication, or misinterpretation;
2. It shall cite specific sections and/or subsections of the Master Agreement alleged to have been violated;
3. It shall contain the date of the alleged violation, misapplication, or misinterpretation;
4. It shall specify the relief requested;
5. It shall be signed by the grievant;
6. Any written grievance not in accordance with the above requirements may be rejected as improper.

F. Procedural Steps.

1. Level One (I).
 - a. A member wishing to institute a grievance shall, after discussing the problem orally with his/her principal, submit the grievance in writing to his/her principal within fifteen (15) days of the alleged occurrence. If the written grievance is rejected as improper, the grievant shall have an additional two (2) days from the receipt of the rejection to resubmit the written grievance to his/her principal.
 - b. If no resolution is obtained within five (5) days of the receipt of a properly written grievance, the grievant may proceed to Level Two (II).
2. Level Two (II).
 - a. The written grievance shall be presented to the Superintendent within eight (8) days of the end of Level One (I).
 - b. Within five (5) days of the receipt of the grievance, the Superintendent shall arrange with the grievant a mutually acceptable time and place for a meeting to discuss the grievance. A meeting shall take place within twenty (20) days of receipt of the grievance. Within five (5) days after the meeting, the Superintendent shall render a decision in writing and transmit a copy of the same to the grievant, the P.N. Chairman and the building principal.
 - c. If no decision is rendered within five (5) days of the meeting with the Superintendent or the decision rendered is unsatisfactory to the grievant, the grievance may proceed to Level Three (III).
3. Level Three (III).
 - a. The grievant may file a written grievance, along with the decision of the Superintendent, with the President of the Board of Education within ten (10) days of the end of Level Two (II).

- b. If the appeal is delivered to the President less than seven (7) days before the next scheduled Board meeting, the matter will appear on the agenda of the following Board meeting. The Board shall determine a mutually acceptable time and place for a hearing(s) which shall be held within fifteen (15) days of the Board meeting at which the grievance appeared on the agenda. The grievant or an Association Representative shall have the opportunity to be heard at said meeting(s).
 - c. Within fifteen (15) days of the conclusion of the hearing(s) the Board shall render, in writing, its decision and transmit a copy of said decision to the grievant, the P.N. Chairman and the Superintendent.
 - d. If the grievant is not satisfied with the disposition of the grievance in level Three (III), the grievant may proceed to Level Four (IV).
4. Level Four (IV).
- a. Within ten (10) days of the receipt of the decision of the Board, the grievant may refer the matter, in writing, to the American Arbitration Association (A.A.A.) and request the appointment of an arbitrator to hear the grievance. If after each party has struck three (3) names from the list of arbitrations and the parties cannot agree upon an arbitrator, an arbitrator shall be selected in accordance with the rules of the A.A.A.
 - b. Level Four (IV) grievances and arbitration shall be subject to the following conditions:
 - (1) Neither party may raise a new defense or ground at Level Four (IV) not previously raised or disclosed at other written levels.
 - (2) The decision of the arbitrator will be final and binding upon the employees, the Board and the Association. All lawful decisions of the arbitrator shall be immediately placed into effect, subject to the right of either party of Judicial Review.
 - (3) If either party shall dispute the arbitrability of any grievance under the terms of the Master Agreement, the arbitrator shall determine the arbitrability of the grievance.
 - (4) More than one (1) grievance may not be considered by the arbitrator at the same time except upon written, mutual consent and then only if they are of a similar nature.
 - (5) The cost of the arbitrator shall be borne equally by the Board and the Association.
 - (6) Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or non-occurrence of the event upon which the grievance is based.
 - c. The powers of the arbitrator are subject to the following limitations:
 - (1) He shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Master Agreement.

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

- G. Should a member fail to institute a grievance within the time limits specified, the grievance will not be processed. A member who fails to appeal a decision within the limits specified shall forfeit all rights to further action under this Article.
- H. The Association shall have no right to initiate a grievance involving the right of a member or group of members who have alleged a violation without his/her or their express approval in writing to the Association.
- I. All preparation, filing, presentation or consideration of grievances shall be held at times other than when a member or a participating Association Representative are to be at their assigned duty station except as provided for elsewhere in the Master Agreement.

ARTICLE XII CONTRACT ADMINISTRATION

- A. The Superintendent and Association representatives shall meet monthly, September through May, for the purpose of reviewing the administration of the contract and other matters of mutual concern. Meetings will be scheduled at a mutually agreeable time and location.
- B. The building principals and the Association appointed representative in each building shall meet monthly, September through May, for the purpose of reviewing the administration of the existing contract and other matters of concern.

**ARTICLE XIII
PERSONNEL POLICY**

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

**ARTICLE XIV
LAYOFF, RECALL AND POSITION REDUCTION PROCEDURES**

- A. Layoff Procedures
 - 1. The Board and the Association recognize that reductions in personnel may become necessary due to the economic and fiscal conditions of the district, changes in the curriculum or programs of the school, or a reduction in student enrollment. The number of positions to be filled in grades K-12 shall be determined by the Board. At any time it becomes necessary that the number of members employed by the Board be reduced by layoff, it is agreed that the following procedures shall be used.
 - 2. The Board agrees to discuss with the Association the possibility of reduction of certified staff at the earliest possible date. At this time the Association will be provided with the reasons leading to this decision.
 - 3. In the event of a reduction in staff due to layoff, such reduction will not be effectuated until the start of the following year and shall proceed in the following order:
 - a. Probationary members in the positions being eliminated or reduced will be laid off first, in order of least seniority, provided there are properly certified and qualified members to replace and perform all the duties of the laid off members.

- b. If further layoff is to occur, then tenured members in positions being eliminated or reduced will be laid off in order of least seniority, provided there are properly certified and qualified members to perform all the duties of the laid off members.
4. Seniority shall be defined as the total number of years of continuous service to the Hamilton Community Schools (including service in the previous districts which were consolidated into or annexed to the district) in positions that require teacher certification.
- a. The determination of a member's seniority shall be in terms of full-time equivalent years of continuous service and shall be computed in the following manner:
 - (1) Beginning with the 1983-84 school year seniority credit for part-time members (either partial teaching day or year) will accumulate as a proration of teaching time compared to full-time, as specified in Article XIV, Section A.3. and other relevant portions of this Agreement. Accumulation of seniority shall continue during any unpaid leave period of sixty (60) days or less. In no case shall a member be credited with more than one (1) year of seniority for a single school year.
 - (2) In the event members have the same amount of seniority credit, the member with the earliest date of hire will be considered to have the greater seniority. This date shall be the first working day or the date the individual contract was signed, whichever was earlier. Ties beyond this point will be decided in a statistically random manner.
 - b. A voluntary quit is considered a break in continuous service, but absence due to layoff shall not be considered a break in service for seniority purposes. A member on layoff shall retain his/her seniority accumulated to the point of layoff but shall not accrue seniority during the layoff period.
 - c. At no time will the return of an administrator to a teaching assignment displace a current HEA member.
5. A properly certified member shall be defined as a member with a valid Michigan teaching certificate appropriate to the grade level and subject(s).
- a. Layoff determinations with regard to certification shall be based upon the valid certificates and endorsements on file at the Office of the Superintendent 30 days prior to the official notification of layoff.
 - b. Changes in a member's certification while on layoff shall not affect the member's status during the layoff period.
6. A qualified member shall be defined according to the following provisions:
- a. For high school, the member must have a secondary certificate with specific endorsement covering the subject area to be taught (i.e., BX or b-prefix endorsements covering anything in Language Arts; CX or c-prefix endorsements covering anything in Social Science), and be Highly Qualified under NCLB.

- b. For middle school, the member must have a major, a minor, a specific certification endorsement covering the subject area to be taught, or have taught the subject and have not less than twelve semester credits in the field, and be Highly Qualified under NCLB.
 - c. For elementary, the member must hold elementary certification and be Highly Qualified under NCLB.
7. Members to be laid off shall normally be given sixty (60) calendar days notice prior to the effective date of the layoff. If the 60 day requirement can not be met because of a pending millage vote, pending legislative action or pending action of the Governor, the notice of layoff should be sent within 10 days of the completion of the millage vote, or legislative or gubernatorial action.
- a. The initial notice of layoff should be given as soon as possible by the Superintendent, subject to ratification by the Board. Members notified of potential layoff will be informed as to the factors (such as pending millage votes or leave requests) which most affect their employment status.
 - b. Members subject to layoff for the following school year shall not lose their fringe benefits or salary over the summer months afforded them under this agreement and individual or supplemental employment contracts.

B. Recall Procedures

1. No new member shall be employed by the Board while there are members of the district who are laid off unless there are no laid off members with proper certification and qualifications to fill any vacancy which may arise.
- a. The Board shall provide the Association with a seniority list and notify the Association's executive officer of all teaching vacancies five (5) days prior to filling the vacancy with a member from the recall list.
 - b. Any member on layoff shall be recalled in inverse order of layoff, provided he/she is certified and qualified for the vacancy.
 - c. Recall determinations with regard to certification shall be based upon the valid certification and endorsement on file at the Office of the Superintendent when recall notices are issued. It is the responsibility of the member to insure that all current certification information has been provided to the Office of the Superintendent.
2. The Board and/or its administrative staff shall give written notice of recall from layoff by sending a certified or registered letter to any such member at his/her last known address unless the notice is hand delivered.
- a. It shall be the responsibility of any laid off member to notify the Board in writing of any change of address.
 - b. The determining factor for time requirements in this section shall be the date written notice was delivered or first attempted to be delivered to the member's last known address.

- (1) Unless the beginning date of school occurs during the four (4) week period, any member recalled to work shall be entitled to at least four (4) weeks written notice delivered to his/her last known address prior to being required to report to work.
- (2) Within two (2) weeks of receipt of notification, the member being recalled will reply in writing, agreeing to report to work on the date requested by the Board or indicating his/her decision not to report.
- (3) If a recalled member refuses or fails to reply during the two (2) week period following notification, such a member shall be considered as a voluntary quit and shall thereby terminate employment with the Board.

C. Position Reduction Procedures

1. In the event in a reduction of full time status members, the reduction will follow the same process as used for layoffs.
 - a. The Board and Administration may reduce or eliminate any temporary or short-term assignments utilizing a letter of agreement between the Board/Administration, HEA leadership, and member.

- D. If during the life of this Agreement there are changes in the statutes and/or regulations governing the certification and qualification of Michigan teachers, the parties agree to renegotiate the definitions of certified and qualified included in this article. Neither party shall by this provision be required to agree to or accept any changes in this Agreement other than those required by law.

**ARTICLE XV
RETIREMENT/SEVERANCE BENEFITS**

- A. In recognition of regular attendance and service to the district, the Board will pay a qualified member an amount equal to the number of accumulated sick leave days (as provided by Article IX, Section A.3) times thirteen hundredths of one percent (0.13%) of the BA base salary in effect during the last year of employment (days x 0.0013 x BA base salary).
- B. A member may qualify for payments based upon accumulated sick leave by meeting one of the following conditions:
1. Termination of employment with the district after twenty (20) years (full-time equivalent) of contracted service with Hamilton Community Schools shall entitle the member to the full benefit as described in Article XV.A.
 2. Termination of employment with the district after fifteen (15) years (full time equivalent) of contracted service with Hamilton Community Schools shall entitle the member to 50% of the full benefit as described in Article XV.A
 3. Termination of employment with the district after ten (10) years (full time equivalent) of contracted service with Hamilton Community Schools shall entitle the member to 25% of the full benefit as described in Article XV.A.

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

**ARTICLE XVI
COMPENSATION AND FRINGE BENEFITS**

- A. 1. The basic salaries of members covered by this agreement are set forth in Appendix A, which is attached to and incorporated in this agreement. Such salary shall remain in effect during the designated period.
- 2. Members newly employed by Hamilton Community Schools will be given credit for not less than 50% of years of prior experience outside the district, up to a maximum of twelve (12) years.

3. Members previously employed by Hamilton Community Schools, who leave the employ of the district and are then re-employed, will be given full credit for years of experience previously recognized by the district up to maximum of twelve (12) years.
4. Members employed part-time (at least more than 2/5ths of a teaching load) are expected to attend all regular faculty meetings, Parent-Teacher Conferences, in-service meetings, I.E.P.T. meetings, building committee meetings, district committee meetings and whatever extra meetings are expected of a full-time employed member. Compensation for these duties is dental insurance equal to a full membership.
5. Part-time members will be paid according to the proration of their teaching time compared to a full-time position. Full-time teaching as described in Article VI, Section A, is a maximum of five hours and 40 minutes at a teaching or supervision post. For purposes of part-time salary proration calculations, five (5) hours of teaching is considered full time. Travel or supervisory activities may be assigned the remaining 40 minutes to complete the normal working day.

Example: A member assigned to teach four (4) hours will be paid 4/5ths of his/her salary. The member may be required to use up to twenty-four (24) minutes (4/5ths) for travel or supervisory activities. This member is expected to spend 4/5ths of the normal seven and one half (7 ½) hour day at school.

6. The determination of a member's salary as specified in Appendix A shall be based upon the years of experience and the degree/credit status as of the beginning of the semester. Credit for hours beyond the teaching degree must be attained after the date the teaching degree is granted. Any changes in the schedule status requested by the member must be submitted to the administration office within 30 calendar days of the date the contract is issued.
 - a. Credit calculations shall be based upon semester credits or semester credit equivalents, e.g., 3 term credits equals 2 semester credits.
 - b. The calculation of experience for salary determination for full time certified professionals whose full time equivalent years of service in the district and any other years of experience recognized by the district, place them between steps on the salary schedule, will advance as follows:
 - (1) The business office will calculate at what point in time in the school year the member reaches the next whole number in years of experience.
 - (2) The business office will then determine the member's appropriate salary for the year reflecting what percentage of the year the member works on each step.
 - (3) Example: A teacher is hired for a full-time position at the BA level with the 7 ½ (7.5) years of experience and is given credit for that full amount on the salary schedule.

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

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

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

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

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

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

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

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

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

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

- B. For teaching assignments in excess of the regular school calendar or the normal teaching load, members shall be paid in accordance with Appendix B which is attached to and incorporated in this agreement.
- C. Members required in the course of their work to drive personal automobiles from one school building to another shall receive a car allowance set at the current IRS rate per mile according to the mileage schedule. The same allowance shall be given for use of personal cars for other business of the district approved by the Administration.
- D. 1. The Board shall provide to the full-time member and his/her entire family the following insurance benefit package as outlined below for a full twelve (12) month period.

Members Electing Health Insurance Coverage

Health Benefits Similar to:

MESSA Choices II
\$0 Single/Family Deductible in Network
\$250/\$500 Single/Family Deductible Out-of-Network
\$30.00 annual premium co-pay
Prescription Drug \$10/\$20 coverage

The Board will make a prescription fund available for the 2009/10 year with a maximum funding of \$25,000. Members may make quarterly reimbursement requests for the difference in prescription co-pays from the 2009/10 amount of \$10/\$20 prescription drug coverage and the 2008/09 amount of the \$5/\$10 prescription drug coverage. The funds remaining will carry into the 2010/11 school year (ending August 31, 2011).

The following benefits are 100% Board paid:

Dental	MESSA/Delta Dental Plan E W/O – 7
Vision	90/80/80 - \$1600 Class I/II/III, \$2300 Class IV MESSA/VSP-3 Gold
Negotiated Life	\$25,000 with AD&D term life insurance
Long Term Disability	
LTD Benefit:	66 2/3% of max. teacher salary
Max. Monthly Benefit:	66 2/3% of actual teacher salary
Qualifying Period:	90 calendar days
Elimination Period:	Modified Fill Elimination Period
COLA:	Yes
Alcohol/Drug:	2 years
Minimum Payout:	5% minimum payout
Pre Existing Limits:	Apply
Social Security Offset:	Family Social Security Offset
Survivor Income Benefit:	3 months
Freeze on Offset:	Yes
Education Supplement:	No
Own Occupation:	2 year
Health Ins. Premium Waiver	Full payment of premiums for 2 years for members electing health insurance

Members electing no Health Insurance Coverage

The following benefits are 100% Board paid.

Dental	MESSA/Delta Dental Plan E W/O – 7
Vision	90/80/80 - \$1600 Class I/II/III, \$2300 Class IV MESSA/VSP-3 Gold
Negotiated Life	\$25,000 with AD&D term life insurance
Long Term Disability	
LTD Benefit:	66 2/3% of max. teacher salary
Max. Monthly Benefit:	66 2/3% of actual teacher salary

Qualifying Period:	90 calendar days
Elimination Period:	Modified Fill Elimination Period
COLA:	Yes
Alcohol/Drug:	2 years
Minimum Payout:	5% minimum payout
Pre Existing Limits:	Apply
Social Security Offset:	Family Social Security Offset
Survivor Income Benefit:	3 months
Freeze on Offset:	Yes
Education Supplement:	No
Own Occupation:	2 year
Health Ins. Premium Waiver	Full payment of premiums for 2 years for members electing health insurance

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

For all members the following stipulations apply:

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

E 403b/457 Plans

1. The Board and the association recognize the importance of each employee pursuing an active retirement savings program and in providing sound investment alternatives to assist them in achieving their retirement savings goal. The Board and the Association agree that 403b and 457 plans shall be available as laws allow and as available through the Michigan Retirement Investment Consortium (MRIC).
2. The Board and Association agree to participate in the Michigan Retirement Investment Consortium (MRIC) to facilitate compliance with IRS law and Code. The Board agrees that all services as may be required to administer 403b and 457 plans will be at no cost to Association members.
3. The parties further understand and agree that the regulations regarding the administration of 403b and 457 plans continue to evolve, and it is the intent of the parties to comply with all legal requirements. Accordingly, the parties agree that:
 - a. The plan document shall allow employees the ability to make changes in the investment portfolio.
 - b. The plan document shall allow:
 - i. Employer contributions if mutually agreed upon.
 - ii. Roth IRA contributions
 - iii. "Catch – up" contributions as defined by the IRS
 - iv. Emergency or hardship withdrawals as allowed by the IRS.
 - v. The ability of an employee to request and receive a loan as appropriate under 403b and /or 457 regulations.
 - vi. Acceptance of contributions to the plan from monies generated by liquidation of another plan (IE "Rollover" accounts) subject to information sharing agreements.
 - vii. Planned withdrawals to the extent permitted by the IRS and the plan.
 - viii. Allow participating employees the ability to make changes in their contributions and investments to the extent permitted by the plan.
 - ix. Any monies taken under a salary reduction agreement shall be remitted via the prescribed MRIC procedure at the end of each month, which shall comply with IRS requirements.
 - x. All bargaining unit members are eligible to participate in the plan.

- F. Members completing additional collegiate course work will be reimbursed for tuition costs at the rate of \$150 per credit hour with a 3 credit hour limit per year. Course work must apply to the member's career in education.

1. The member must apply in writing not more than forty-five (45) days after completion of the course.
 2. Reimbursement will be made upon proof of successful completion of the course work in form of an official transcript.
 3. Reimbursement year is July 1st thru June 30 of each calendar year.
- G. A flexible spending account, funded with pre-tax dollars, will be made available to all members. Contributions to this account may be used to pay employee health contributions, childcare expenses and other allowable expenses under the then current IRS rules and regulations that govern such accounts.
1. This account will be adjusted on an annual basis to reflect any changes in allowable deductions and payments.
 2. Employees will elect a deduction amount for the year. Any money not used by the end of the year will be redistributed according to then current IRS regulations.
 3. For each contract year the Board will contribute a maximum of \$500 each year toward the maintenance of this account.
 4. The yearly operational costs of the account will be covered equally by the members who use this benefit. Members will pay these costs through payroll deduction.
 5. The provider that administers the flexible spending account will be mutually chosen by the Board and the HEA.
- H. There shall be payroll deduction for Hamilton Education Association, Michigan Education Association, National Educational Association dues, Educational Community Credit Union, MEA Group Insurance, annuities to Board approved carriers and the United States Savings Bonds upon receipt of the proper authorization from the employee in the Superintendent's Office.
- I. Married couples teaching in the Hamilton school district will be considered as individuals in respect to fringe benefits.
- J. No employee covered by this agreement may consider him/herself unemployed during vacation periods for purposes of collecting unemployment compensation.

**APPENDIX A
SALARY SCHEDULES**

**Hamilton Community Schools
2009-10 Salary Schedule**

Step Years	BA		BA+18		BA+30		MA		MA+10		MA+20		MA+30		2nd Deg		
	Index	Salary	Index	Salary	Index	Salary	Index	Salary	Index	Salary	Index	Salary	Index	Salary	Index	Salary	
1	0	1.000	37,999	1.030	39,139	1.050	39,899	1.070	40,659	1.110	42,179	1.140	43,319	1.170	44,459	1.190	45,219
2	1	1.030	39,139	1.060	40,279	1.080	41,039	1.110	42,179	1.150	43,699	1.180	44,839	1.210	45,979	1.230	46,739
3	2	1.070	40,659	1.110	42,179	1.130	42,939	1.160	44,079	1.200	45,599	1.230	46,739	1.260	47,879	1.280	48,639
4	3	1.110	42,179	1.160	44,079	1.180	44,839	1.210	45,979	1.250	47,499	1.280	48,639	1.310	49,779	1.330	50,539
5	4	1.160	44,079	1.210	45,979	1.230	46,739	1.260	47,879	1.300	49,399	1.330	50,539	1.360	51,679	1.380	52,439
6	5	1.210	45,979	1.260	47,879	1.280	48,639	1.310	49,779	1.350	51,299	1.380	52,439	1.410	53,579	1.430	54,339
7	6	1.260	47,879	1.320	50,159	1.340	50,919	1.380	52,439	1.410	53,579	1.440	54,719	1.470	55,859	1.490	56,619
8	7	1.310	49,779	1.380	52,439	1.400	53,199	1.450	55,099	1.470	55,859	1.510	57,378	1.540	58,518	1.560	59,278
9	8	1.360	51,679	1.430	54,339	1.450	55,099	1.510	57,378	1.540	58,518	1.580	60,038	1.610	61,178	1.630	61,938
10	9	1.420	53,959	1.490	56,619	1.510	57,378	1.580	60,038	1.610	61,178	1.650	62,698	1.680	63,838	1.700	64,598
11	10	1.480	56,239	1.550	58,898	1.570	59,658	1.640	62,318	1.670	63,458	1.710	64,978	1.740	66,118	1.760	66,878
12	11	1.540	58,518	1.610	61,178	1.630	61,938	1.700	64,598	1.730	65,738	1.770	67,258	1.800	68,398	1.820	69,158
13	12	1.570	59,658	1.640	62,318	1.660	63,078	1.730	65,738	1.760	66,878	1.800	68,398	1.830	69,538	1.850	70,298
14	13	1.590	60,418	1.660	63,078	1.680	63,838	1.750	66,498	1.780	67,638	1.820	69,158	1.850	70,298	1.870	71,058
15	14	1.600	60,798	1.680	63,838	1.705	64,788	1.775	67,448	1.805	68,588	1.845	70,108	1.875	71,248	1.895	72,008
16	15	1.610	61,178	1.690	64,218	1.715	65,168	1.785	67,828	1.815	68,968	1.855	70,488	1.885	71,628	1.905	72,388
17	16	1.620	61,558	1.700	64,598	1.725	65,548	1.795	68,208	1.825	69,348	1.865	70,868	1.895	72,008	1.915	72,768
18	17	1.630	61,938	1.710	64,978	1.735	65,928	1.805	68,588	1.835	69,728	1.875	71,248	1.905	72,388	1.925	73,148
19	18	1.650	62,698	1.730	65,738	1.755	66,688	1.825	69,348	1.855	70,488	1.895	72,008	1.925	73,148	1.945	73,908
20	19	1.670	63,458	1.750	66,498	1.775	67,448	1.845	70,108	1.875	71,248	1.915	72,388	1.945	73,528	1.965	74,288
21	20	1.690	64,218	1.770	67,258	1.795	68,208	1.865	70,868	1.895	72,008	1.935	73,148	1.965	74,288	1.985	75,048
22	23	1.710	64,978	1.790	68,018	1.815	68,968	1.885	71,628	1.915	72,768	1.955	73,908	1.985	75,048	2.005	75,808
23	26	1.730	65,738	1.810	68,778	1.835	69,728	1.905	72,388	1.935	73,528	1.975	74,668	2.005	75,808	2.025	76,568

**APPENDIX B
EXTRA DUTY ASSIGNMENTS**

- A. All extra professional duties or additional teaching assignments are made at the discretion of the Board on temporary or annual basis. If written notification is not given by either party before June 30, it is assumed that extra-duty assignments will continue through the succeeding school year.
- B. In the event that additional compensation is to be provided, the amount of the compensation will be determined according to the following:
1. Student activity assignments will be compensated according to the Student Activity Assignment Schedule.
 2. When compensation is to be provided to a member on an hourly basis for a teaching assignment outside of the normal school day or year or for a special project and/or committee assignment such as a summer curriculum work, the hourly rate will be established by the Board with a suggested range between 0.0005 and 0.0009 times the annual base salary.
 3. When a secondary teacher agrees to teach an additional class beyond the normal teaching day, the teacher will be paid an additional amount equal to the percentage of overload multiplied by the member's salary.

<u>Normal Course Assignments for Teachers</u>	<u>Percentage for Additional Class</u>
<u>4</u>	<u>25.00%</u>
<u>5</u>	<u>20.00%</u>
<u>6</u>	<u>16.67%</u>
<u>"n"</u>	<u>1/n</u>

4. Elementary teachers who agree to teach an additional class beyond the normal teaching day will be entitled to compensation for any resulting reduction in the average daily planning time afforded all elementary teachers. If a member agrees to a schedule with reduced planning time, the compensation rate will be 2% of the member's salary for each 30 minutes reduction in planning.
5. The Board may appoint a chairperson for an academic department at the Middle School, High School and for other standing committees such as the K-2 Early Grades Committee. Additional compensation for the assignment will be made at a rate of one percent (1%) to five percent (5%) of the base salary. The specific percentage to be paid will be established annually by the Superintendent. Compensation for years of service in that particular assignment will be based on the first seven steps of the B.A. schedule.
6. Compensation for secondary independent study programs for up to five students in a single course of study will be a maximum of five (5%) of the base salary. Compensation for years of service in that particular assignment will be based on the first seven steps of the BA schedule. Receiving compensation under this clause must be mutually agreed to by the teacher and

administration. Independent study programs must represent courses which are advanced offerings beyond the present curriculum or the result of a scheduling conflict which makes it necessary for a student to complete a required course through Independent Study.

C. When a new extra duty position, payment schedule or rate is to be established, it will be reported to the Association. The Association will notify the Board if it wishes to negotiate concerning the proposed schedule or rate.

D. Student Activity Assignment Schedule

1. The percentage listed for each of the following student activity assignments is a total percentage which may be shared by more than one person. (Example: Two people serving as senior high student council advisors would each receive 2.5%).

%	Activity
4.0	Art Show Coordinator (K-12)
15.0	Band High School
10.0	Band Middle School
19.0	Band Combined M.S./H.S. (if one person directs)
2.0	Band Trip
3.0	Choir - Elementary Children's Choir
6.0	Class Sponsor(s)-Senior
5.0	Class Sponsor(s)-Junior
4.0	Class Sponsor(s)-Sophomore
4.0	Class Sponsor(s)-Freshmen
2.0	Close Up Program (each trip)
8.0	Debate
3.0	Destination Imagination – Elem. Co-ord.
9.0	Drama High School (if two people direct)
6.0	Drama High School (if one person directs)
6.0	Drama Middle School
7.0	Dutch Dance (if one person directs)
5.0	Dutch Dance (if assistant is hired)
3.0	Dutch Dance Assistant
10.0	Foreign Exchange Coordinator(s) (with trip during summer months)
7.0	Foreign Exchange Coordinator(s) (with trip during school year)
3.0	Forensics

- 2.0 High School Musical – Choreographer
- 2.0 High School Musical - Orchestra Lead

- \$10 per Lunch period/locker room supervision

- 4.0 National Honor Society Advisor

- 3.0 NCA Chairperson (Elementary)
- 3.0 NCA Chairperson (Middle School)
- 3.0 NCA Chairperson (High School)

- 10.0 NCA High School Leaders
5 positions @ 2% per position
(1 per department/grade level and 1 per specialist group)

- 8.0 NCA Middle School Leaders
4 positions @ 2%
(1 per department/grade level and 1 per specialist group)

- 8.0 NCA Elementary School Leaders
1 position per building @ 2%

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

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

- 3.0 Quiz Bowl
- 1.5 Quiz Bowl Assistant

- 6.0 Science Olympiad – High School

- 2.0 Student Congress Advisor
- 4.0 Student Council – High School
- Student Council – Middle School
- 2.0 6th Grade
- 2.0 7th Grade
- 2.0 8th Grade
- 2.0 6, 7 & 8 Coordination

- 4.0 Student Leadership Council

- 5.0 Vocal Music
- 6.0 Yearbook Middle School
- 8.0 Yearbook High School

%	Athletics
10.0	Baseball - Varsity
7.0	Baseball - J.V.
7.0	Baseball - 9 th Grade
14.0	Basketball - Girls Varsity
9.8	Basketball - Girls J.V.
9.1	Basketball - Girls 9 th Grade
6.0	Basketball - Girls 8 th Grade A Team
5.0	Basketball - Girls 8 th Grade B Team
6.0	Basketball - Girls 7 th Grade A Team
5.0	Basketball - Girls 7 th Grade B Team
14.0	Basketball - Boys Varsity
9.8	Basketball - Boys J.V.
9.1	Basketball - Boys 9 th Grade
6.0	Basketball - Boys 8 th Grade A Team
5.0	Basketball - Boys 8 th Grade B Team
6.0	Basketball - Boys 7 th Grade A Team
5.0	Basketball - Boys 7 th Grade B Team
3.0	Cheer - Fall Sideline Varsity
2.5	Cheer - Fall Sideline JV
7.0	Cheer - Winter Competitive Varsity
5.0	Cheer - Winter Competitive Asst
6.0	Middle School Cross Country (boys and girls combined)
9.0	High School Cross Country (boys and girls combined)
14.0	Football - Varsity
9.0	Football - Varsity Asst.
9.0	Football - Varsity Asst
9.0	Football - J.V.
9.0	Football - J.V. Asst.
9.0	Football - Freshman
9.0	Football - Freshman Asst.
6.0	Football - 8 th grade
6.0	Football - 8 th grade Asst.
6.0	Football - 7 th Grade
6.0	Football - 7 th Grade Asst.
7.5	Golf Varsity Boys
7.5	Golf Varsity Girls
5.25	Golf JV Boys
5.25	Golf JV Girls
10.0	Soccer - Varsity
7.0	Soccer - J.V.

- 6.0 Soccer - Middle School Boys
- 6.0 Soccer - Middle School Girls

- 10.0 Softball - Varsity
- 7.0 Softball - J.V.
- 7.0 Softball - 9th Grade
- 5.5 Softball - Middle School

- 12.0 Swim - Boys Varsity
- 8.0 Swim - Boys Assistant/Diving
- 6.0 Swim - Boys Middle School
- 12.0 Swim - Girls Varsity
- 8.0 Swim - Girls Assistant/Diving
- 6.0 Swim - Girls Middle School
- 5.0 Swim - Boys Age Group Swimming
- 5.0 Swim - Girls Age Group Swimming
- 8.0 Swim - Combined Boys/Girls Age Group Winter Season
- 5.0 Swim - Combined Boys/Girls Age Group Summer Season

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

- 10.0 Track - Girls Varsity
- 10.0 Track - Boys Varsity
- 7.0 Track - Girls Varsity Assistant
- 7.0 Track - Boys Varsity Assistant
- 6.0 Track - Girls Middle School
- 6.0 Track - Boys Middle School
- 5.25 Track - Middle School Assistant

- 13.0 Volleyball - Varsity
- 9.1 Volleyball - J.V.
- 8.4 Volleyball - Freshman
- 6.0 Volleyball - 8th Grade Girls A Team
- 5.0 Volleyball - 8th Grade Girls B Team
- 6.0 Volleyball - 7th Grade Girls A Team
- 5.0 Volleyball - 7th Grade Girls B Team

- 13.5 Wrestling - Varsity
- 8.7 Wrestling - Assistant
- 8.1 Wrestling – Middle School
- 7.0 Wrestling – Middle School Asst.

- 2. Each foreign exchange coordinator will be reimbursed up to \$100 per week for expenses directly related to hosting an exchange school or when traveling abroad with the program. These expenses are subject to the approval of the administration.

3. Compensation for student activity schedule assignments will depend on the number of years of service in that particular activity and will be based on the first seven (7) steps of the B.A. schedule. Previous experience in the same activity in another school district will be credited for compensation according to the procedure stated above. A member has the choice of the following payment options:
 - a. Have the extra duty pay added to regular salary and paid in equal installments;
 - b. Receive extra duty pay in a lump sum at the end of the school year;
 - c. Receive extra duty pay in a lump sum pay on the first pay period after his or her assignment is completed.

E. Members with extra duty assignments will receive at least one written evaluation report for each assignment every two years.

1. Extra duty assignments that are closely related to or part of a member's class assignments will be exempt from this requirement. Exempt assignments include band, vocal music, yearbook, FFA, outdoor education coordinator and foreign exchange coordinator.
2. Evaluation reports will be prepared by the athletic director, principal or other administrator.
3. A consistent format will be used for evaluation reports for similar activities and shall be provided to members within the first month of the school year or during the first week of the season or the assignment.
4. Grievances of parents or information supplied by other external sources (e.g., public or personnel from competing schools) not referred to the member in a timely manner will not be included in the evaluation report for an extra duty assignment and may not be used in any disciplinary action against the member.
5. A member shall be entitled to have a representative, of his/her choice, from the association, present during any disciplinary action or discussion that may lead to disciplinary action when such action may become part of the member's personnel file. An opportunity for the requested representation shall be afforded the member as soon as it is requested. Any discussion begun will be discontinued until the Association representative is present. The meeting must be held within two working days of the original start of the meeting.
6. No later than fourteen (14) calendar days after the end of the season or assignment, a conference shall be held between the evaluator and the member to discuss the evaluation.
 - a. Within seven (7) days after the conference, the written evaluation, with the opportunity to review it, shall be delivered to the member.
 - b. A member who disagrees with an evaluation report may submit a written answer to the evaluator within one (1) week which shall be attached to the file copy of the evaluation in question, but under no circumstances is the content of the evaluation subject to grievance.

- c. All evaluations must be signed by the evaluator and the member. The member will sign the evaluation at the time it is received. The signature means only that the evaluation has been received and does not necessarily imply agreement.

APPENDIX C GUIDELINES FOR NEGOTIATIONS

1. Prior to October 1 of the school year in which the contract is to expire, the Board and the Association, or their respective representatives, will meet and designate whether they intend to seek any changes made to this contract by entering into regular negotiations. If no such negotiations are sought by the Board or the Association, then this contract would be extended, for up to three years, upon approval by both parties and stated as a Letter of Agreement added to this contract.
2. The time and place of all meetings will be scheduled by mutual agreement of both parties.
3. Meetings may be cancelled by mutual agreement between the negotiating units upon twenty-four (24) hours notice. Emergency situations will not require twenty-four (24) hours notice. Emergency situations shall be defined as death, illness, or other such circumstances. The Superintendent will serve as liaison for these cancellations.
4. Each unit may ask for a caucus on matters being negotiated.
5. Each unit will have an appointed spokesperson to lead the discussion. All members may feel free to contribute at any time.
6. Each unit will have power to make tentative agreements. These agreements will be initialed by each chairperson after their completion.
7. Each unit shall present their proposals in writing, and all proposals shall be initialed by the presenting chairperson prior to the exchange.
8. The agenda for each meeting will be set up at the end of the previous meeting by mutual agreement.
9. Each unit may bring resource people to meetings by notifying the other unit twenty-four (24) hours prior to that meeting.
10. Each unit must have fifty per cent (50%) of its members present to constitute a quorum. If a quorum does not exist, the meeting is automatically cancelled. Size of committee is not to exceed six (6), unless a change is mutually agreed to.
11. The membership of the teachers' association have a right to know what their representatives are saying at the table. The taxpayers and citizens of this school district have a right to know what is said by their representatives.
12. These items are not subject to the grievance procedure and may be waived by mutual agreement.

APPENDIX D
MENTOR TEACHER GUIDELINES

Mentor Teacher Guidelines

1. Participation of member as a mentor shall be voluntary. The mentor will be compensated \$200 for the first year, \$150 for the second year and \$100 for the third year.
2. Mentor Teachers will be assigned only one (1) mentee at a time unless the mentor agrees to take more than one at the request of the administration. Once a mentor accepts the position, he/she will continue in that position for the duration of the probationary period unless the administration decides to release the mentor or the administration reassigns the mentor.
3. The administration shall in no way hold the mentor teacher responsible for the performance of the teacher being mentored.
4. Evaluations of the mentor or mentee will not be affected by this relationship.
5. Administrators will not serve as mentor teachers.

APPENDIX E
ELEMENTARY JOB SHARING

A. Application

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

B. Expectations & Rights

1. Determination of conditions of employment such as teaching, planning time, supervision time, meeting obligations, salary, benefits and accumulation of seniority will be in accordance with the provisions of the Professional Agreement between the Hamilton Education Association and Hamilton Community Schools.

2. A participant in a job sharing arrangement will have access, on the same basis as other part time employees, to an available full time position for the following school year if they have the appropriate certification, qualifications and seniority. In no event will the district be required to place another teacher on layoff or to reduce the hours of another teacher in order to provide the job sharing participant with a full time position.
3. Members in a full-time job sharing assignment will have the same rights and expectations as if the position was held by one full-time member. While not required, there is an acknowledgment that members serve on professional committees and take on extra duties on the same volunteer basis as other full time employees.
4. Members employed part-time, at least more than 2/5ths (40% of a F.T.E. teaching load) are expected to attend all regular faculty meetings, Parent-Teacher Conferences, in-service meetings, I.E.P.T. meetings, building committee meetings, district committee meetings and whatever extra meetings are expected of a full-time employed member. Compensation for these duties is vision and dental insurance equal to a full membership.

C. Vacancies and Terminations

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

**APPENDIX F
EXCEPTIONS TO EVALUATION GUIDELINES**

- A. Present guidelines (Article V, D1., D2., and D3.) apply to the evaluation of the following:
- All probationary teachers
 - Those tenured teachers choosing the traditional (non-project based) evaluation format
 - Tenured teachers on a Specific Professional Development and Improvement Plan

B. Variations

1. Professional Growth Plan (tenured teachers)

- a. Tenured teachers may choose, in consultation with the evaluator, a professional growth project. The content, product and time-line for the project will be mutually agreed to and will be documented in the written Professional Growth Plan.
- b. A Professional Growth Project may be completed by an individual tenured teacher or a group of tenured teachers.

2. Specific Professional Development and Improvement Plan

- a. Tenured teachers placed on the Specific Professional Development and Improvement Plan for assistance will be notified in writing of the concern.

2009-10 Calendar

September 8	Teacher Orientation
September 9	1 st Student Day
October 26 – 28	District Wide Parent Teacher Conferences
October 29 – 30	No School
November 25	End 1 st Trimester
November 26 – 27	Thanksgiving Break
November 30	No School Professional Development for Elem & MS ½ day Records, ½ Day Prof Dev for HS only
December 21 – January 1	Christmas Break
January (tbd)	High School Parent Teacher Conferences
January 22	No School Records Day for Elem & MS Professional Development for HS
February 15	Winter Break Day
March 1 – 3 March 3	Elementary and MS Parent Teacher Conferences End 2 nd Trimester
March 4	No School ½ day Records, ½ Day Prof Dev for HS only
March 5	No School
April 1	Professional Development for Elem & MS No duties for HS staff
April 1 – 9	Spring Break
April (tbd)	High School Parent Teacher Conferences
May 5	No School, Professional Development for all
May 31	No School, Memorial Day
June 9	Last Day of School for Students
June 10	Records Day

2010-11 Calendar

Tentative

September 7	Teacher Orientation
September 8	1 st Student Day
October 25 – 27	District Wide Parent Teacher Conferences
October 28 – 29	No School
November 24	End 1 st Trimester
November 25 – 26	Thanksgiving Break
November 29	No School Professional Development for Elem & MS ½ day Records, ½ Day Prof Dev for HS only
December 20 – 31	Christmas Break
January (tbd)	High School Parent Teacher Conferences
January 21	No School Records Day for Elem & MS Professional Development for HS
February 14	Winter Break Day
March 7 – 9	Elementary and MS Parent Teacher Conferences
March 9	End 2 nd Trimester
March 10	No School ½ day Records, ½ Day Prof Dev for HS
March 11	No School
March 31	Professional Development for Elem & MS No duties for HS staff
March 31 – April 8	Spring Break
April (tbd)	High School Parent Teacher Conferences
May 4	No School, Professional Development for all
May 30	No School, Memorial Day
June 8	Last Day of School for Students
June 9	Records Day

ARTICLE XVII

DURATION OF AGREEMENT

This Agreement shall become effective August 31, 2009, and remain in effect until August 30, 2010 in all matters.

HAMILTON COMMUNITY SCHOOLS
BOARD OF EDUCATION

<u>September 14, 2009</u>	Date Ratified
<u>Rick Kooiker</u>	/s/ Rick Kooiker, President
<u>Ronald G. Eding</u>	/s/ Ronald G. Eding, Vice President
<u>Beth Zoet</u>	/s/ Beth Zoet, Secretary
<u>Gord Poll</u>	/s/ Gord Poll, Treasurer
<u>Bob Buresh</u>	/s/ Bob Buresh, Trustee
<u>Ralph Pax</u>	/s/ Ralph Pax, Trustee
<u>Steve Spaman</u>	/s/ Steve Spaman, Trustee

HAMILTON EDUCATION ASSOCIATION

<u>September 8, 2009</u>	Date Ratified
<u>Kathryn Walenga-Babcock</u>	/s/ Kathryn Walenga-Babcock, Co-President
<u>James D. Young</u>	/s/ James D. Young, Co-President
<u>Ray Buursma</u>	/s/ Ray Buursma
<u>Annette Coval</u>	/s/ Annette Coval
<u>Jodie Ferrell</u>	/s/ Jodie Ferrell
<u>Brant Haverdink</u>	/s/ Brant Haverdink
<u>Chad Miller</u>	/s/ Chad Miller