

# MASTER AGREEMENT

Between

THE HESPERIA COMMUNITY SCHOOLS

and

THE HESPERIA EDUCATION  
ASSOCIATION

Effective: September 1, 2012 – August 31, 2013

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## AGREEMENT

This Agreement, effective the 1st day of September, 2010 (with the exception that provisions of this agreement that are expressly referenced as retroactive to an earlier date shall be effective upon that retroactive date), by and between the Board of Education of the Hesperia Community Schools (hereinafter referred to as the "Board" or "Employer") and the Hesperia Education Association (hereinafter referred to as the "Association").

### ARTICLE 1

#### RECOGNITION

- A. Collective Bargaining Unit. The Board hereby recognizes the Association as the exclusive bargaining representative for all regular professional employees of Hesperia Community Schools who are certified teachers employed as a classroom teacher, counselor or librarian, or who are professional counselors or librarians employed as a counselor or librarian, but excluding substitute teachers, per diem appointment teachers, non-regularly employed part-time teachers, and supervisors such as, but not necessarily limited to the athletic director, superintendents, assistant principals, and assistant teaching principals and all other employees of the Board of Education. The term "teacher" when used hereinafter in this Agreement shall refer to all employees represented by the Association in the bargaining or negotiation unit as defined above.
- B. Negotiation Prohibition. The Board agrees not to negotiate with any teacher's organization other than the Association for the duration of this Agreement.

### ARTICLE 2

#### TEACHER RIGHTS

- A. Teacher's Personal Life. Teachers shall be entitled to full protection of the law. The Board and the Association agree the private life of a teacher is his/her own affair unless his/her conduct should adversely affect the performance of his/her teaching and/or other school-related duties.
- B. Personnel File. The Board shall maintain a personnel file for each teacher. No information that arose in another school district prior to employment with the Board, other than information concerning the grant of tenure, shall be placed in a teacher's personnel file. A copy of all official correspondence from the administration and/or the Board shall be placed in the personnel file with a reference to said file on the letter. In addition, a copy of all materials shall be provided to the teacher at the time of the inclusion of the material into the personnel file. *A teacher will be required to sign any material of a disciplinary nature that is to be placed in his/her personnel file; provided, however, that the refusal of a teacher to sign any material shall not prevent its inclusion in the personnel file. A teacher's signature on disciplinary materials shall not be interpreted as agreement with the disciplinary action. A statement to this effect shall precede the teacher's signature.*

A teacher shall have the right to review the contents of his/her personnel file upon request, at a time mutually agreeable to the teacher and the Superintendent. A representative of the Association may, at the teacher's request, accompany the teacher in such review. In the event that there is disagreement over the content of any material in a teacher's personnel file, the teacher may submit a written statement for inclusion in his/her personnel file to explain his/her position concerning the material in dispute. In addition, a teacher who believes that material placed in his/her file is inappropriate or in error may seek to have the material changed and/or removed from the personnel file through the grievance procedure, including arbitration, provided just cause is shown for the

change or removal. *Any reference to an oral reprimand shall be removed from the file five (5) years after the date of the reprimand. In the event said reprimand is discovered after five (5) years it shall be removed at the time of discovery.*

- C. Payroll Deductions. The Board shall make payroll deductions upon written authorization from teachers for deductions as set forth in the current H.E.A. authorization card or programs jointly approved by the Association and the Board.
- D. Association Representation. A teacher may request that a representative of the Association be present when he/she is being reprimanded for an infraction of rules or deficiency in professional performance that will become a part of his/her personnel record. The principal shall inform said teacher of his/her right to representation.
- E. Pay for Lost Time. A teacher engaged during the school day in negotiating on behalf of the Association with the Board or participating in an actual grievance hearing, including arbitration or appearance in court, shall be released from regular duties without loss of salary upon prior application approved by the Superintendent.

### ARTICLE 3

#### BOARD RIGHTS

- A. Board Rights. It is understood and agreed that the Board reserves and retains, solely and exclusively, all inherent and customary rights, powers, functions, and authority to manage the operations of the Hesperia Community Schools, and to establish and administer, without limitation, implied or otherwise, all matters not specifically and expressly limited by this Agreement. Among the retained rights of management included only by way of illustration and not by way of limitation are as follows:
  - 1. Determine education policy, objectives and programs.
  - 2. Manage and control its business, facilities, equipment and operations.
  - 3. Determine the number and location or relocation of its facilities, buildings, departments or divisions.
  - 4. Determine the number and evaluate the qualifications of employees, including the establishment of positions.
  - 5. Direct the working force, including the right to hire, fire, promote, lay-off, evaluate, discipline, transfer and assign.
  - 6. Determine management organization, its functions, authority and conditions of employment.
  - 7. Determine all matters of financial policy and accounting procedures necessary for administration of the School District.
  - 8. Adopt rules and regulations, including scheduling the hours of work for employees.
- B. All such rights may be exercised by the Board without prior bargaining or notice to the Association and the Board's judgment in these areas shall not be subject to challenge; provided, however, that these rights shall not be exercised in violation of any specific provision of this Agreement.

## ARTICLE 4

### SPECIAL CONFERENCES

- A. Special Conferences. The Hesperia School Board and the Hesperia Education Association may meet at a convenient time to discuss various aspects of the Hesperia School and community. An agenda with written topics for discussion or information will be provided in advance of the meeting. It is expressly understood these discussions shall not constitute negotiations, but rather considered an exchange of ideas. It is also expressly understood that in some cases either the Board or the Association may wish to informally discuss a grievance at any point within the grievance procedure for the purpose of clarification or negotiation. This discussion may be designed to settle the grievance, but it will not exempt the Association from following the formal grievance procedure provided for herein unless the Board agrees in writing that in lieu of the informal talks, the grievance procedure will be extended until after the informal talks have been concluded.

## ARTICLE 5

### ASSOCIATION RIGHTS

- A. Agency Shop. Any teacher who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days from the date of commencement of teaching duties, shall, as a condition of employment, pay a service fee in an amount equivalent to the dues and assessments required to be paid by the members of the Association; provided, however that the teacher may authorize payroll deduction for such fee. In the event that a teacher shall not pay such service fee directly to the Association or authorize payment through payroll deduction, the Board shall, at the request of the Association, terminate the employment of such teacher. The parties expressly recognize that the failure of any teacher to comply with the provisions of this article is cause for discharge from employment.
- B. Failure to Pay Service Fee. The procedure in all cases of discharge for violation of Section A shall be as follows:
1. The Association shall notify the teacher of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance and shall further advise the recipient that a request for discharge may be filed with the Board in the event compliance is not effected. A copy of this notification shall be provided to the Board.
  2. If the teacher fails to comply, the Association may file charges in writing with the Board and shall request termination of the teacher's employment. A copy of the notice of non-compliance and proof of service shall be attached to said charges.
  3. Upon receipt of such charges and request for termination, the Board shall conduct a due process hearing to determine whether the teacher has failed to pay the required service fee. Such a hearing shall be conducted in accordance with the Michigan Tenure Act to the extent that it is applicable to a discharge proceeding for failure to pay a service fee. In the event that it is determined that the teacher has failed to pay the service fee, then the teacher shall be discharged within ten (10) working days of the date of service of the Board's decision on the teacher unless the teacher has paid, tendered payment, or made arrangements satisfactory to the Association for payment of all service fee arrearages. A teacher dismissed for failure to pay a service fee shall not be hired in any teaching capacity in Hesperia Community Schools from the date of dismissal until such time as all service fee arrearages have been paid.

C. Checkoff. During the term of this Agreement, the Board agrees to deduct Association dues and/or service fees in accordance with the following:

1. The Board agrees to deduct from the salaries of teachers, dues for the Hesperia Education Association, the Michigan Education Association and the National Education Association, or a non-member's service fee and assessments when voluntarily authorized in writing by each teacher desirous of having such dues deducted.
2. The Association shall, on or before the first day of each school year, give written notification to the Superintendent of the amount of its dues and those of the MEA and NEA and the amount of the non-member's service fee and assessments which are to be deducted in the coming school year under such authorizations. The amounts of deductions, as per said written notification shall not be subject to change during the entire school year. It is expressly understood that the Board is not required to deduct any new assessment under the terms of this article during the school year. For the purpose of the section, the term "school year" shall include the period beginning with the first teacher working day of school in the fall to the last teacher working day of school in the spring.
3. Authorizations for deductions filed with the Superintendent on or before the Monday prior to the first pay in September shall become effective with the first scheduled deduction. Deductions shall be made in twelve (12) equal amounts beginning with the first pay in September. Authorizations for deductions after the 17<sup>th</sup> day of January of the current school year shall be deducted from the second monthly paycheck of the second semester.
4. With respect to all sums deducted by the Board, pursuant to authorization of the employee, whether for professional dues or service fee and assessment, the Board agrees promptly to disburse said sums upon direction of the Association.

Dues deductions shall be transmitted to the HEA treasurer within five (5) days after such deductions are made. The HEA shall be responsible for disbursements of MEA and NEA dues paid to it to the treasurers of those organizations.

5. Any dispute between the HEA and the Board which may arise as to whether or not an employee properly executed or properly revoked an authorization card pursuant to this article shall be reviewed with the employee by a representative of the Board. Until this matter is disposed of, no further deductions shall be made. The Board assumes no liability for the authenticity, execution or revocation of the authorization form.
6. All refunds claimed for deductions under such dues authorizations shall lie solely with the Association. The Association agrees to reimburse any teacher for the amount of any deduction deducted by the Board and paid to the Association, which deduction is by error in excess of the proper deduction and agrees to hold the Board harmless from all claims of excessive deductions.

D. Indemnification. The Association will save the Board harmless from any and all costs including witnesses and attorney fees or other incidental costs of prosecution or defense of any liability resulting from the prosecution or defense of any action claimed or otherwise to which the Board may be liable by virtue of enforcing the provisions of this article, providing that the damages have not resulted in the negligence, misfeasance or malfeasance of the Board or its agents.

ARTICLE 6  
TEACHING CONDITIONS

- A. Teacher Work Days. Teachers are contracted to work one hundred eighty-one (181) days of teaching, and four (4) days of in service. The calendar is attached as Appendix C.
- B. Teaching Hours. It is the teacher's responsibility to be in the building twenty (20) minutes before school begins and at his/her duty station fifteen (15) minutes before school begins. The first fifteen (15) minutes of the normal teaching day will usually be available to the teacher to perform teaching related tasks at his/her discretion; provided, however, that the principal reserves the right to require the teacher to attend meetings and conferences or to perform supervisory duties during inclement weather. The school day ends with the departure of the last regularly scheduled bus. Teachers are required to be in their respective buildings during this time unless otherwise excused by the building principal or the superintendent; provided, however, that teachers may leave the building during their duty-free lunch period with prior notification to the principal. A building principal may schedule one 45-minute staff meeting per month outside of the teacher day, with adequate prior notification. In the event a staff meeting is rescheduled, staff who are required to attend shall receive at least (5) work days notice of the meeting date except in an emergency that necessitates an earlier rescheduling of the meeting as determined by the superintendent.

A tentative agenda for any staff meeting shall be provided at least one school day in advance of a scheduled meeting. A teacher with dual building assignments shall only be required to attend nine (9) staff meetings per school year outside the regular teacher day. Generally, such teachers will attend the staff meeting in the building where they are scheduled for the majority of their instructional time, unless otherwise advised by the majority building principal.

- C. Teaching Responsibilities. Teachers shall be responsible for attendance, pass slips, basic hall duty, assemblies, and other teaching-related duties during the teacher's teaching day assigned by the building principal, as well as classroom instruction. *Failure to fulfill these responsibilities may, at the discretion of the administration, result in a written reprimand and continued neglect will result in loss of pay or time. A teacher may not be disciplined for refusing to carry out or obey an order which would clearly place the teacher in clear, present and imminent danger of serious physical harm.*

*It is understood that tardiness or excessive absenteeism, including teachers' meetings, is disruptive of the educational process and is unprofessional conduct. The HEA recognizes the fact that the administration is justified, in some instances, to impose disciplinary action up to and including dismissal for tardiness and/or excessive absenteeism.*

- D. Teaching Assignments. *Teachers shall be given written notice of their subjects to be taught for the forthcoming year no later than July 1 of the current school year. In the event there is an unexpected change in staff and/or student population after August 1, the Superintendent may make necessary program adjustment and job assignments. Assignments and adjustments made after August 1 shall be made on a voluntary basis and if there are not qualified volunteers for the positions, the administration may assign the work to the least senior qualified teacher. During the month of July, the Board agrees to release any teacher who desires such action.*
- E. Preparation Time. In the middle school and high school, a daily teacher preparation period shall be of no less duration than a class period to which the teacher is assigned. Teachers teaching less than a full class load shall receive preparation time on the following basis: assigned one or two class



periods shall receive one-half class period of paid preparation time; assigned three, four or five periods shall receive one class period of paid preparation time.

Teachers who are assigned to special education classrooms may request released time during the school year for the purpose of completing paperwork and reports that are connected with their special education assignments. The request must be approved by the building principal and the work must be completed on school property during regularly scheduled working hours.

- F. In the elementary level, preparation time may be used when instruction is being provided by a music or physical education or other special instructor (such as library) or appropriate substitute as long as elementary music and physical education and other special instructors are a part of the curriculum. In the event that elementary "specials" time is reduced, or eliminated, the parties will meet to negotiate the impact of the reduction with the understanding that elementary weekly teacher preparation (planning) time will be equal to the middle school / high school teacher preparation (planning) time. Teachers teaching less than a full class load shall receive preparation time on a pro-rata basis. Teachers may also use any recess time during which they are not on supervisory duty and daily an additional fifteen (15) minutes of the student lunch period (excluding the teacher's duty free lunch time). The A.M. elementary recess shall be scheduled but at the option of each elementary teacher. The teacher can choose to not have his/her class participate in the morning activities. However, all elementary certified teachers will be assigned equitable A.M. and P.M. recess supervision duties and must do their assigned A.M. and P.M. recess supervision obligations on days assigned.

"CSR" based meetings, team meetings, or other staff meetings (including grade level/department and/or building) during a teacher's preparation time (planning time) shall be voluntary.

- G. Duty-Free Lunch Period. Each professional employee shall be granted one half hour duty-free lunch time exclusive of conference or preparation periods for each school day. This thirty (30) minute uninterrupted period will be at the regular building lunch time. There may be exceptions if such exceptions are agreed to in advance by the teacher involved.
- H. Class Size. To ensure the high quality of education is the goal of both teachers and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and school day should be directed at ensuring that the energy of the teacher is primarily utilized to this end.
- I. Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class size should be lowered whenever possible, and the Board will make every effort to maintain the following pupil-teacher classroom ratio.

Kindergarten & Grade 1	20 pupils	*K-4 overages per "J" below
Grades 2 and 3	24 pupils	
Grades 4	25 pupils	
Special Education	15 pupils	
Middle School (5-8)	28 pupils	
High School (9-12)	28 pupils	

- (1) Upon request of a general education teacher the Teacher and the Administrator will meet to discuss whether the IEP special education and 504 program student ratio to general education students among the classrooms can be improved.
- (2) Classroom composition will be considered when evaluating a teacher's student growth component. The administration will consider factors including: special education, 504, at-risk, parent involvement, reading and math levels.

- (a) Whenever the number of students exceeds the teacher/student ratio listed above in any class by more than three students in the elementary (note: paragraph J. In this provision addresses the first three student overage for elementary only), or two students in middle school and high school, or one (1) student in special education, the affected teacher will be paid an additional stipend for each student over the limit at a rate of \$5.00 per day prorated on the basis of the number of class hours/day in that setting for each day that the additional student count continues in that classroom.
  - (b) The above stipend will be prorated on the basis of the number of instructional hours/day as set forth in this agreement.
  - (c) Stipends for excess enrollments will be paid to the teacher in a lump sum at the conclusion of each semester/trimester. Teachers shall maintain accurate enrollment records which are subject to administrative verification prior to payment.
  - (d) It is further understood that the student classroom limit and above stipends are not applicable to traditional large group formats such as band, choir, and physical education.
- (3.) In the courses where equipment and learning stations are limited, class enrollment should ideally be geared to the situation.
- J. The elementary school shall be provided with four (4) teacher aides. If the class size in grades K-1 exceeds 20 students, or grades 2 and 3 exceeds 24 students, or grades 4 exceeds 25 students, then one (1) aide shall be assigned full-time to that grade which qualifies. Any grade level aide(s) assigned full-time to a grade level due to the overload provision here shall have a larger portion of classroom time per day assigned to the overloaded classroom as determined by the grade level teachers to be used as the teacher determines to be best for the classroom. (In the event the grade level teachers are unable to agree on a plan, the building administrator will be the tie breaker if necessary.) A minimum of two (2) hours of aide time per day shall be assigned to that classroom which qualifies. A majority of the overloaded classroom's aide time provided under this provision shall be regular classroom aide time (i.e., non-title and non-special education). If more than four (4) aides are necessary to provide such support, they shall be provided by the Board. (For the 2011-12 school year this last sentence shall not require the board to hire any additional aides beyond the four aides referenced here to provide support for student overage. Any overage not provided additional aide time as a result of this exception will be paid the overage payment listed in section I., 2. A. from the first student over the limit here.)
- K. Industrial, and practical arts classes shall be limited by the number of teaching stations available, except additional students may be included upon mutual agreement between the teacher and the principal and the Association. In these class situations that are overloaded the administration will recognize that classroom management may be more challenging.
- L. The Media Center Specialist shall not teach a regularly scheduled class during the school day unless financial considerations require a specific assignment reducing the media center position to less than full-time.
- M. School Improvement/Building Improvement. Teachers may volunteer to work on those assignments designated by the Board of Education. Such assignments may include school improvement projects, PA 25 requirements; and other tasks related to the school curriculum. The assignments will be on a voluntary basis and approved by the Superintendent of Schools. Participation or non-participation

shall not be used as a criteria in evaluation. Each assignment will be reimbursed at the rate of Twenty-Five Dollars and Fifty Cents (\$25.50) per hour, paid at the end of each school year.

The parties recognize that the terms and conditions of the Collective Bargaining Agreement will govern with respect to wages, hours, and other conditions of employment and that those terms shall not be altered or modified through any school improvement or district committee process outside of the negotiation process and absent written mutual agreement and ratification by the parties.

- N. Lesson plans are a vital part of teacher preparation and instruction, Teachers shall not be required to turn in weekly lesson plans. The exception to this provision shall be the teacher(s) who is on an individual development plan (I.D.P.) that requires lesson plans to be submitted to the principal. It is the teacher's responsibility to have lesson plans for the current work week available for potential substitutes in their classrooms and for review at any time by their building principals. In the event that a teacher is on an extended paid leave of absence, weekly lesson plans for a substitute may be required to be turned in ahead of time for the first week of absence. It is agreed that should any individual or party other than the building principal seek to review a teacher's lesson plans, the affected teacher(s) and the building principal will work together to accommodate these requests.
- O. Attempts shall be made to schedule IEPC's/CST (Child Study Teams) during the regular school day. When this is not possible, these may be scheduled immediately before or after school and the teacher shall participate unless excused by the building principal or the Special Education Supervisor. Teachers shall not be expected to attend IEPC's during a regularly scheduled duty-free lunch. If an IEPC is scheduled before or after school hours during a school year, the teacher will be paid at the established school improvement team hourly rate. If an IEPC is scheduled on days when school is not in session, the teacher will not be required to attend. If the teacher chooses to attend, the teacher shall be paid the established school improvement team hourly rate for each hour the teacher is in attendance.

Each building level School Improvement Team (SIT) shall meet throughout the school year to develop written recommendations for professional development content for the next school year, to be provided to the principal and superintendent and HEA president. The SIT shall also provide input during the current school year on the effectiveness of the professional development with respect to the district/building school improvement goals and other professional development needs of teachers. This process shall continue each subsequent year unless the parties otherwise agree in writing to modify it.

## *ARTICLE 7*

### TEACHER EVALUATION

- A. *Teacher Evaluation.* The evaluation of the performance of each teacher in the school system is the responsibility of the administration. In such evaluations, all monitoring or observation of teachers shall be conducted openly.
- B. *Classroom evaluation shall be by formal observation and by the immediate supervisor or other qualified administrator as designated by the Board or its agent. Each observation shall be for not less than the duration of a particular class activity or lesson. In no event shall an observation be for less than thirty (30) minutes.*
- C. *It is understood that teacher evaluation is not limited only by classroom observation, but may include other observations of other job-related activities.*

- D. *No classroom observation shall unduly interfere with the teacher's situation. Observations of all teachers shall be preceded by no less than forty-eight (48) hours notice or at a time mutually agreed upon.*
- E. *Each teacher's evaluation shall be subject to the following minimum criteria:*
1. *Knowledge of subject matter*
  2. *Techniques of instruction*
  3. *Classroom management*
  4. *Relationships with pupils, parents, and professional colleagues*
- F. *If a teacher is evaluated outside his/her area of certification, he/she will also be evaluated within his/her area of certification.*
- G. *Any teacher may request peer observation for the purpose of seeking professional assistance.*
1. *The principal may appoint a peer mentor for any tenure teacher working under an improvement plan if requested.*
  2. *The principal may appoint a peer mentor to assist a peer if deemed necessary and shall appoint one if requested by the probationary teacher.*
  3. *The principal, teacher, and tenure/peer mentor shall mutually set a time for peer observation if the tenure/peer mentor cannot observe during his/her non-assigned teaching time.*
  4. *Reports of peer observation need not be made in writing.*
- H. *All classroom evaluations shall be reduced to writing and a copy given to the teacher within five (5) working days of the evaluation. The evaluator shall also within five (5) working days of written evaluation include a conference on said evaluation with the teacher. The teacher and evaluator shall sign all copies and the teacher shall be given a copy of the evaluation report. If the teacher disagrees with the written evaluation, he/she may submit a written response to be attached to the evaluation of the teacher. If an administrator believes a teacher is doing unacceptable work, the reasons therefore shall be set forth in specific terms as shall an identification of the specific ways in which the teacher is to improve and of the assistance to be given by the administration. In subsequent observation reports, failure to again note a specific deficiency shall be interpreted to mean that adequate improvement has taken place. All written evaluations and responses will be placed in the teacher's personnel file.*
- I. *Probationary teachers are to be observed at least twice during the first semester (by October 1 and by December 1) and once during the second semester. At least one-third (1/3) of the tenured teachers will be observed and evaluated each year before May 1.*

## ARTICLE 8

### TEACHER INPUT

Teachers will be allowed input in the selection of educational materials. During the term of this Agreement, the administration and the Association shall meet to discuss and formulate a curriculum council.

ARTICLE 9  
CONTINUITY OF OPERATIONS

Nothing in this Agreement shall require the Board to keep schools open in the event of severe inclement weather or when otherwise prevented by an act of God. When schools are closed, teachers shall not be required to report for work. Teachers shall be paid for all such periods.

ARTICLE 10  
SENIORITY

- A. Probationary Period. All newly hired teachers will be required to serve a probationary period in accordance with the Teacher Tenure Act; provided, however, that the Board in its discretion may waive the probationary period for any newly hired teachers who had previously achieved tenured status in another Michigan school district.
- B. Seniority Defined. Seniority shall be defined as the length of continuous service with the Board as a member of the bargaining unit from the last date of hire. The last day of hire shall be the teacher's first workday or the date of Board action, whichever comes first. Leaves of absence pursuant to this Agreement shall not constitute an interruption in continuous service. However, effective September 1, 2011 any unpaid leaves of absence initiated for the purpose of medical leave or any lay-off shall continue to accrue seniority, and a teacher's seniority will be frozen upon the date the teacher initiates any other unpaid leave of absence of more than forty-five (45) work days pursuant to this Agreement. The teacher's seniority accrual shall resume and continue to accrue upon return from the unpaid leave. In the event of a common seniority date, seniority shall be determined by a random drawing held the first teaching day after commencement of employment. All concerned parties shall be entitled to be present at such drawing. Credit given for prior teaching experience in other school districts shall not be considered for the purpose of accumulating seniority.
- C. Seniority List. A current seniority list by K-12 shall be prepared by the Board and transmitted to the Association by October 31 of each year. Accompanying the name of each teacher on the list shall be the date of last hire and each teacher's certification. In the event that the Association disagrees with the seniority list, the dispute shall be resolved in accordance with the grievance procedure.
- D. Superseniority. Exempt from layoff or being bumped from the bargaining unit shall be the HEA member who is responsible for the processing of grievances (example: grievance chairperson).

ARTICLE 11  
LAYOFF AND RECALL

- A. Layoff. *The parties hereto, realizing that education, curriculum and staff to a large degree depend upon the economic facilities available to the Board of Education as provided by the public and the State of Michigan, and the number of students enrolled in the district and in accordance with this realization understand that in some instances it may be economically necessary to reduce the educational program, curriculum and staff when funds are not available, hereby agree as follows:*

1. *In the event possible layoffs become known to the Board before the last working day of the school year, any teachers affected shall be notified by that date. If layoffs become necessary during the summer, the teacher(s) subject to layoff shall be notified sixty (60) calendar days prior to the effective date of layoff.*
  2. *In the event it becomes necessary for the Board to lay off teachers during the school year, any teachers affected shall be given a minimum of sixty (60) calendar days notice prior to the effective date of layoff.*
- B. Layoff Procedure. *The layoff of teachers from the bargaining unit shall be accomplished as follows:*
1. *In grades K-6, teachers with the least seniority shall be laid off first provided each remaining teacher possesses a valid Michigan elementary certificate.*
  2. *In grades 7-12, teachers with the least seniority shall be laid off on the basis of seniority and qualifications. Qualifications shall be defined as major certification, minor certification, or experience teaching within the area in the last five (5) years and shall include federal and state No-Child-Left-Behind (ESEA) "Highly Qualified" criteria only if applicable to the teaching assignment.*
  3. *Any teacher who is reduced in hours or laid off shall have the option of electing to move into another position in order to preserve a position with the district as outlined in #4 and #5 below provided that there is a least senior position available for which the teacher is certified and Highly Qualified if applicable. In the event that the teacher is unable to elect to move directly into a position that preserves the teacher's hours, the district will work to the extent possible within the master schedule(s) to preserve the senior teacher's hours by reassigning teachers (beginning with the least senior teacher(s) to open up a position for which the senior teacher is certified and Highly Qualified if applicable.)*
  4. *In the event that a specific position or subject area is being reduced or eliminated, the least senior teacher(s) in that position shall be notified of layoff per Section A. above. Any teacher so notified shall have the right to elect to move into a teaching position held by the least senior teacher for which the teacher is certified and Highly Qualified if applicable.*
  5. *Any teacher reduced or laid off under this provision shall notify the superintendent of his/her intent to exercise his/her right to elect to move into another teaching position within twenty (20) work days following receipt of a written notice of layoff. Timelines may be extended by mutual agreement of the district and the Association. In the event that a teacher does not exercise his/her right to elect to move into another teaching position, he/she shall be considered on layoff as provided in the layoff notice. Any teacher displaced per this provision shall be considered on layoff and shall be awarded such notice and will be able to exercise all rights outlined here including his/her right to elect to move into another teaching position as outlined herein. In the event that two or more teachers have the option of electing to move under this article the most senior certified and Highly Qualified, if applicable, teacher(s) shall have the option of choosing when to exercise his or her option [i.e., before or after any less senior teacher(s)].*
- C. Recall Procedure. *The recall of laid off teachers shall be in accordance with the following:*
1. *Teachers shall be recalled in inverse order of layoff for position openings in which they are certified and qualified as determined in Section B above.*
  2. *If a teacher fails to respond in writing to recall within ten (10) business days from the date the recall notice was received, unless an extension is granted in writing, then said teacher will be considered a voluntary quit and thereby terminate any employment relationship with the Board.*

*Notice of recall shall be sent by certified mail to the teacher's last known address with a copy to the Association President. It shall be the responsibility of the teacher to maintain a current address with the Superintendent.*

3. *Any teacher who is laid off may refuse to accept less than a full-time position without loss of recall rights; provided, however, that a teacher receiving unemployment compensation who refuses recall to any position offering more than half-time work shall lose all recall rights. Acceptance of a position that is less than full-time shall not affect a teacher's recall rights to a full-time position.*
  4. *Any teacher who is laid off and teaching in another district that refuses to accept recall to a full time teaching position shall forfeit their recall rights unless the teacher does within ten (10) business days of receipt of the recall notice commit to report to work when the conflicting employment contract expires but no later than the beginning of the next school year.*
  5. *The district shall rely on all current certification and transcripts on file in the teacher file at the district's central office as of the date of the written recall notice.*
- D. Pay While on Layoff. During a period of layoff said employee shall not be entitled to any pay or fringe benefits at the Board's expense.

## ARTICLE 12

### TRANSFERS AND ASSIGNMENTS

- A. Permanent Vacancies. Whenever any permanent vacancy exists in a teaching or extracurricular position in the district or if a vacancy shall occur, the Board shall publicize the same by giving written notice of such vacancy to the President of the Association and provide for posting on the bulletin boards in the teachers' lounges. The vacancy will remain posted for a period of five (5) working days and will not be permanently filled until the expiration thereof.
- B. Filling Vacancies. Teachers desiring to be considered for a vacancy declared by the Board shall apply in writing to the Superintendent's office within the five (5) day posting period. The Board shall award the vacancy to the best qualified internal applicant, but reserves the right to determine that none of the applicants are qualified and leave the position vacant. In the event that there are no qualified internal applicants, the Board may post and fill the position without restriction. *In the event that the Board determines that two or more applicants are equally qualified, then the applicant with the greater seniority shall be given preference for the vacancy. Teachers who apply for a vacancy for which they are certified but do not receive assignment to that position will be provided with a written statement from the Superintendent, or his agent, of the reasons that they were not selected for the vacancy, and upon request shall be granted a personal interview with the Superintendent to discuss the reasons.*
- C. Involuntary Teaching Position Transfers. Transfers to different positions will be voluntary when possible; provided, however, that the Board reserves the right to transfer any teacher to a different teaching position for which they are qualified when the Superintendent determines that such a transfer is necessary. *In the event that the Board determines that two or more teachers are equally qualified for the position necessary to be involuntarily filled, then the teacher with the least seniority shall be involuntarily transferred. If the transfer is not voluntary, the teacher shall be provided with a written statement which shall include documented reasons for the transfer from the Superintendent and upon request shall be granted a personal interview with the Superintendent to discuss the reasons for the transfer.*

- D. Definition of Qualified. *Qualified for the purpose of filling permanent teaching vacancies and for involuntary teaching position transfers shall be based upon the following factors:*
1. *Certification and if applicable, "Highly Qualified status" as mandated by federal statute and state regulations per the No Child Left Behind (ESEA).*
  2. *Competency as indicated by evaluation*
  3. *Prior teaching experience*
  4. *Seniority*
- E. Letter of Intent. The Board may furnish each teacher with a letter of intent to return, retire, or terminate his/her employment at a time determined to be appropriate for planning each year of this contract. These letters shall be signed and returned not later than a date established on the notice. A letter of intent does not constitute a contractual agreement with the Board for the coming year. On the letter of intent will be a section worded as follows:
- I,           (name)          , request consideration for an opening which may occur in           (grade/subject)          , between now and the beginning of the ensuing school year.
- Summer notification shall be by certified, registered mail, return receipt requested. The teacher shall respond to the administration within five (5) days of the date of receipt of said letter. All applicants for a position shall be notified by the Board when a position is filled.
- F. Promotion to Administrative Position. The Board reserves the right to promote on the basis of its own judgment of qualifications and also to hire new administrative employees for any opening or vacancy.

## ARTICLE 13

### GRIEVANCE AND ARBITRATION PROCEDURE

- A. Definition of a Grievance. A grievance shall be defined as a complaint by any teacher, group of teachers, or the HEA believing that there has been a violation, misinterpretation or misapplication of any provision of this Agreement or any existing rule, order, regulation or policy established by the Board or school administration, relating to wages, hours, terms or conditions of employment. Complaints or problems that are not grievances as defined above shall be processed in accordance with the grievance procedure, but excluding arbitration.
- B. Grievance Form. The grievance form shall be prepared by the Association in a form which coincides with the Grievance Procedure established in this Agreement.
- C. Grievance Procedure. The Board hereby designates as its representative for purposes of adjusting grievances the building principals and the Superintendent of Schools. All grievances shall be handled in the following manner:
- Step 1. Oral Procedure. An employee with a complaint shall discuss the matter with the employee's building principal within ten (10) working days from the time of the occurrence of the events giving rise to the complaint or within ten (10) working days from the time that the employee involved first knew or could have known of the facts giving rise to the complaint. The Association and the Board may have non-employee representatives at this meeting. The employee's building principal will endeavor to give an oral answer to the complaint within five (5) working days of the discussion with the employee concerned. Every effort shall be made to settle the complaint in this manner.



- Step 2. Written Procedure – Principal. If the complaint is not satisfactorily settled in the Step 1, Oral Procedure, the complaint shall be reduced to a written grievance within ten (10) working days from the time of the giving of the building principals oral answer in Step 1. The grievance shall be signed by the employee and shall indicate the section or sections of this Agreement in dispute and shall adequately set forth the facts giving rise to the complaint. The grievance shall be submitted to the building principal. The building principal, the employee involved, and a member of the Association’s Grievance Committee if requested by the employee, may discuss the grievance. The Association and the Board may have non-employee representatives at this meeting. A request for a member of the Association’s Grievance Committee to participate in the discussion of a grievance shall be made by the employee to the building principal, who shall make proper arrangements as soon as possible. The building principal shall place a written disposition upon the grievance within five (5) working days following the date the grievance was submitted at this step and return it to the employee. A copy of the written disposition shall be provided to the Association.
- Step 3. Written Procedure – Superintendent. If a grievance is not resolved in the Step 2, Written Procedure, the grievance may be submitted to the Superintendent within five (5) working days after receipt of the building principal’s written disposition in Step 2. The Superintendent, the employee involved, and a member of the Association’s Grievance Committee shall meet to discuss the grievance. The Association and the Board may have non-employee representatives at this meeting. The Superintendent shall place a written disposition on the grievance within ten (10) working days following the date the grievance was submitted at this Step, and return it to the employee. A copy of the written disposition shall be provided to the Association.
- Step 4. Written Procedure – Board. If a grievance is not resolved in the Step 3, Written Procedure, the grievance may be submitted to the Secretary of the Board within five (5) working days after receipt of the Superintendent’s written disposition in Step 3. The Board, the employee involved, and a member or members of the Association’s Grievance Committee may meet to discuss the grievance. The Association and the Board may have non-employee representatives at the meeting. The Board shall make a final written determination on the grievance within twenty (20) working days following the date the grievance was submitted at this Step, and return it to the employee. A copy of the written disposition shall be provided to the Association.
- D. General Application Grievance. All grievances of a general nature affecting teachers at more than one level may be initiated by the Association at Step 3 of the grievance procedure within ten (10) working days from the time of the occurrence of the events giving rise to the complaint. All such grievances shall be signed by a member of the Association’s Grievance Committee, shall indicate the section or sections of this Agreement in dispute, and shall adequately set forth the facts giving rise to the complaint.
- E. Arbitration. If the Association is not satisfied with the disposition of the grievance at the Board level, it may submit the grievance to arbitration by filing a request for arbitration with the American Arbitration Association within thirty (30) days following the receipt of the Board’s written disposition in Step 4 of the grievance procedure. The Association shall also advise the Board of its intent to arbitrate the grievance contemporaneously with its request for arbitration. If the Association does not request arbitration in the manner or within the time limits established herein, the particular grievance shall be considered settled on the basis of the Board’s last disposition and shall not be arbitrable.

- F. Non-Arbitrable Grievances. Notwithstanding any other provision of this Agreement, the dismissal or demotion of a tenured teacher is not arbitrable. In addition, the termination of services or failure to reemploy any probationary teacher is subject to advisory rather than binding arbitration.
- G. Selection of Arbitrator. The arbitrator shall be selected from a panel of arbitrators submitted by the American Arbitration Association in accordance with its rules. The fees and expenses of the arbitrator shall be shared equally by the Association and the Board. Each party shall pay the fees, expenses, wages and any other compensation of its own non-teacher witnesses, representatives and legal counsel.
- H. Arbitrator's Powers. The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written, shall be limited to interpretation of contract language in the area of teacher evaluation. The arbitrator shall have no power or authority to amend, alter or modify this Agreement either directly or indirectly. If the issue of arbitrability is raised, that question must first be decided before the arbitrator may be permitted to hear the merits of the grievance.
- I. Just Cause. *No teacher shall be disciplined, discharged, reduced in compensation or deprived of any contractual right without just cause.*
- J. Arbitrator's Decision. The arbitrator's decision shall be final and binding upon the Association, the Board and the employees in the bargaining unit; provided, however, that either party may have its legal remedies if the arbitrator exceeds the jurisdiction provided in this Agreement.
- K. Arbitration After Termination of Agreement. After the expiration of this Agreement, the Board shall continue to be obligated to arbitrate grievances arising during the term of this Agreement which were timely filed prior to the expiration of this Agreement.
- L. Time Limits. The time limits established in the grievance procedure shall be followed by the parties hereto. If the time procedure is not followed by the Association or the employees represented by the Association, the grievance shall be considered settled on the basis of the Board's last disposition. If the time procedure is not followed by the Board, the grievance shall automatically advance to the next step, but excluding arbitration. The time limits established in the grievance procedure may only be extended by mutual agreement in writing, and the period of extension must be specified in that written agreement.
- M. Time Computation. A working day under the time procedures established in the grievance procedure shall mean calendar days excluding Saturdays, Sundays and other days that school is not in session; provided, however, that weekdays during scheduled summer vacation periods shall be considered to be working days.

## ARTICLE 14

### PERSONAL LEAVES OF ABSENCE

- A. Personal Leave of Absence. . Requests for a personal leave of absence shall be submitted in writing to the teacher's building principal at least five (5) working days in advance of the date of the requested leave of absence. All requests shall state the reason for the leave and must be signed by the employee. Leaves of absence for personal reasons shall be granted in accordance with the following:
  - 1. Leave Without Salary. Leaves of absence for up to five (5) days may be granted by the Superintendent, whose approval shall not be unreasonably withheld. In the event that a teacher

requests more than five (5) days of unpaid leave in any school year, the approval of such leave shall be at the discretion of the Superintendent. The daily salary rate shall be deducted for each day of personal leave of absence, and the teacher shall have the daily benefit rate deducted for all absences under this subsection in excess of five (5) days in any one school year. The deduction of the daily salary rate, and daily benefit rate, if any, shall be made in the pay period immediately following the personal leave of absence. Except for emergencies, unpaid leave cannot be used to extend holiday or vacation periods.

2. Leave Without Salary or Benefits. Any teacher desiring a leave of absence for longer than five (5) days may be granted such a leave by the Board, whose approval shall not be unreasonably withheld. All such leaves shall be without salary or benefits, and no teacher may be on a leave of absence under this subsection beyond the end of the school year during which the leave commenced. The commencement date and return date shall be specified in the grant of the leave of absence. Teachers who desire to return prior to the scheduled return date shall do so with Board approval. *A teacher returning after a leave of absence under this subsection shall be returned to his/her former position.* A teacher who does not intend to return to employment after such leave shall notify the Board at least thirty (30) days prior to the date scheduled for return to work.

B. Leave With Pay and Benefits. A teacher will be allowed three (3) days per school year for business, personal or professional activities with full pay. Notice for these days will be submitted in writing at least 48 hours in advance of the leave, to the building principal, except in an emergency when the waiting period will be waived.

1. This leave is not provided for vacation or recreational purposes or to extend a vacation or holiday period, nor can it be used to operate a personal enterprise.
2. The teacher will state the reason for the leave and it must be signed by the teacher. In an emergency, the teacher will fill out a notice on the first work day when the teacher returns to work.
3. Two (2) days shall be exempt from the restrictions set forth in sections B-1 and B-2 above. Each day can be used to extend a vacation, but only one may be used per vacation.
4. Unused personal days in this section will be added to the teacher's unused sick days.

C. Family and Medical Leave.

1. A leave of absence of up to twelve (12) weeks during any twelve (12) month period, as defined in the Federal Family and Medical Leave Act of 1993, shall be granted to any employee who has worked a minimum of 1250 hours in the preceding twelve (12) months, pursuant to the federal act, for any of the following purposes:
  - a. The birth or placement for adoption or foster care of a child;
  - b. Because of a serious health condition of a spouse, son, daughter or parent of the employee (as defined in the FMLA of 1993);
  - c. Because of the employee's own serious health condition;
  - d. The care of a child under the age of 18, or older child incapable of self-care because of mental or physical disability.
2. At the option of the employee, a family leave may be taken on an intermittent or reduced schedule basis. In the event that an employee must be transferred in order to better accommodate recurring periods of leave, all the transfer language within this Agreement shall apply.

3. During the 12-week leave, the employer shall continue all health benefits normally provided to the employee. Unless noted otherwise in this provision, all other provisions of this unpaid leave article apply during all unpaid portions of this family leave.
4. The employee may choose to utilize paid sick leave or paid personal leave for all or part of the duration of the leave.
5. A pregnant employee may commence the family leave before or after the birth of her child, at her option. The family leave is available to the bargaining unit member at the termination of her disability benefits, at the option of the employee. The employee may terminate the leave anytime after the birth of the child or in the event of the death of the child.
6. Upon return from leave, the employee shall be returned to the same position and rate of pay held by the employee at the beginning of the leave.

## ARTICLE 15

### SICK LEAVE

- A. Sick leave for the personal illness and/or disability of all professional employees may accrue at the rate of 10 days per year for a work year of 36 through 41 weeks, 11 days for 42 through 46 weeks, and 12 days for 47 weeks and shall continue to accumulate to 50 days.
- B. All personnel shall be entitled to all of his/her accumulated sick leave on the first official day of school, even though he/she may be unable to report for duty on that day. However, in this instance, upon request of the Administration, he/she must present a statement from his/her attending physician. The first official school day is to mean the first day for which salary is paid. He/she shall receive his/her pay currently along with all other employees.
- C. Any teacher whose accumulated sick days reach 50 will be paid at the rate of Fifteen Dollars (\$15) per day for those days over 50. Days grandfathered over 50 as of June 30, 1987 shall be used after the annually accumulated twelve (12) days are used.
- D. No payment will be made for any unused sick leave accumulated by an employee at the time of resignation or dismissal, retirement, leave of absence, or death.
- E. Teachers may utilize paid sick leave/personal business leave when they are incapacitated due to personal illness and/or disability. Personal illness and/or disability shall include self, spouse, parents (or one who has stood in that relationship), and minor and/or dependent child. In the event that a teacher is abusing sick leave or uses ten (10) consecutive sick leave days, the Board may require that medical verification be provided from the attending physician or practitioner.
- F. A teacher who has exhausted all of his/her sick leave may apply in writing to the Board of Education for a leave of absence without pay for the duration of the illness or disability up to the balance of the school year. The teacher may request an extension or renewal of the leave in writing, provided that such a renewal or extension shall be in the sole discretion of the Board of Education. The Board shall set the beginning and ending date of the renewal leave of absence. The teacher shall notify the Superintendent at least thirty (30) days prior to the expiration of the leave of his/her intent to return.
- G. If the Board has reason to believe that the employee is not ready to return to work, the Board may ask the employee for a second medical opinion. If this cost is not covered by MESSA, the Board

will pay the cost of the second opinion. The employee shall pick one of up to three physicians selected by the Association President and the Superintendent.

- H. A teacher shall notify the Board of the need to utilize paid sick leave as far in advance as possible.
- I. Disability associated with pregnancy, miscarriage, abortion or childbirth shall be treated as any other disability.
- J. Teachers who incur a work-related injury for which they are receiving Workers' Compensation benefits may utilize accrued paid sick leave days charged to the teacher's sick leave account on a pro rata basis, to maintain the difference between the teacher's net take home pay and the Workers' Compensation benefits received. It is agreed between the parties that this use of paid sick leave is not a wage continuation program as that term is utilized in the Workers' Compensation Act. In the event that this use is claimed to be a wage continuation program by the Board's Workers' Compensation carrier, the parties agree to renegotiate this subsection.

## ARTICLE 16

### SICK BANK

- A. Each teacher shall donate one (1) day of sick leave each year until the bank is built up to two (2) days per bargaining unit member at which time no more days will be added on a yearly basis until the bank falls below 50 days. Additions will be made to the bank at the beginning of the school year or at the time during the year when the bank falls below 50 days. Any teacher who does not have adequate accumulated paid sick leave time to make the required contribution here will be assessed the sick day contribution at the beginning of the next school year when sick days are awarded to the teacher.
- B. Any teacher who exhausts all accumulated paid sick leave and has an illness or disability that constitutes a "serious health condition that makes the employee unable to perform the functions of the employee's job" as defined by the FMLA and its regulations may make application to the sick bank. In order to access the sick bank the employee must submit a completed FMLA certificate of health care provider verifying a "serious health condition" to the superintendent. In the event that the superintendent believes that the certificate does not satisfy the FMLA definition of a "serious health condition," he shall consult with the Association president, with the consent of the teacher applying for the sick bank.

The teacher must exhaust all of his/her personal paid sick days and paid personal days which have been accumulated and be off three (3) days without pay the first time the teacher makes access to the Sick Bank. On a teacher's second use (or each subsequent utilization) of the Sick Bank for a condition not related to the first utilization the teacher will be required to use one additional day without pay before he/she is eligible to make withdrawals from the Sick Bank. (the Sick Bank committee may waive the required unpaid days before granting access to the Sick Bank in the event of a reoccurrence of an illness/sickness that prompts a return to the Sick Bank). A teacher will have to sign a repayment schedule prior to being granted days from the bank to replace days used according to the following schedule.

**Pay back schedule:**

Upon being granted the annual accumulation of sick days a teacher:

1. Who uses five (5) or fewer days from the Sick Bank will have one sick day deducted from the teacher's annual accumulation and transmitted as repayment to the Sick Bank per year until the days are repaid.
2. Who uses more than 5 days from the Sick Bank will have two (2) sick days required repayment per school year until the days are repaid up to a maximum of ten (10) days. At a teacher's option additional days can be repaid from the teacher's accumulated sick days in any school year.
3. Who resigns or terminates his/her employment with the district, the teacher will have the costs of a daily substitute deducted from his/her final paycheck for each of the first five days the teacher still owes the Sick Bank and the teacher's full per diem rate of pay for days 5.1-10.0 still owed the Sick Bank per the schedule above. The funds deducted will reinstate the appropriate number of days to the Sick Bank. At the discretion of the Sick Bank Committee the repayment upon resignation or termination can be waived in whole or part.

In extenuating circumstances the Sick Bank Committee may waive the repayment schedule above for a teacher.

- a. At the discretion of the sick bank committee a teacher who accesses, or requests access to, the Sick Bank may be required to furnish to the Sick Bank Committee FMLA certification and/or a letter from his/her physician stating that he/she is/was unable to return to work because of his/her illness and/or disability. The employee must submit the completed FMLA Certificate of Health Care Provider verifying a "serious health condition" to the Superintendent. In the event that the Superintendent believes that the Certificate does not satisfy the FMLA definition of a "serious health condition," he shall consult with the Association President, with the consent of the teacher applying for Sick Bank.
  - b. Failure to provide doctor's verification asked for above shall prevent teacher from accessing the Sick Bank, and in the event the teacher is already accessing the Sick Bank the teacher shall be denied further access to Sick Bank days for this occurrence and be required to repay all days in question as well as the repayment scheduled days listed in b. Above.
  - c. Said teacher shall not be denied future access to the bank on the basis of any prior abuse as long as said teacher can provide a letter from his/her physician stating that he/she was unable to return to work because of his/her illness or disability.
  - d. The Board may require a second medical opinion, in such cases the same procedure as outlined in section B of this article will be followed, except the Board will pay any expense incurred not covered by MESSA. The employee shall pick one of up to three physicians selected by the Association President and the Superintendent.
- C. Sick bank days may be used for the same purposes as personal accumulated sick days in Article 15.
- D. Bargaining unit members will generally be allowed up to 45 days per school year from the sick bank and must be on the job and capable to perform said job at least one day before they may withdraw days from the sick bank. The Sick Bank Committee can waive the time limits set here in.

- E. The sick bank will accumulate to a number greater than two times the number of bargaining unit members in any year when new teachers are hired, or when the previous years' accumulation will not yield a total of four days per bargaining unit member.

Example:	Year 1 we have	105	days in the bank
	Year 2 add	<u>15</u>	
		120	

- F. The Sick Bank Committee comprised of the Superintendent or designee and the HEA President or designee and one teacher mutually selected by the Superintendent and HEA President will establish rules of operation in compliance with the provisions listed here. The committee will regularly review the Sick Bank use, monitor the standards set here, and make recommendations to the parties for Sick Bank operation not covered here.

## ARTICLE 17

### CHILD CARE LEAVE

A leave of absence without pay or benefits will be granted for the purpose of care of a newly born child or newly adopted child. Such a child care leave may commence upon two weeks written notice to the Board, but may not commence later than twenty (20) working days after the birth or adoption of a child. All such leaves shall terminate at a date established in advance by the Board, which may not be later than the commencement of the second school year after the birth or adoption of the child.

## ARTICLE 18

### BEREAVEMENT LEAVE

Each bargaining unit member in the Hesperia school system is allowed five (5) days emergency leave in case of death in the immediate family (wife, husband, child, mother, father, mother-in-law, father-in-law, sister, brother, grandparents, or one who has stood in that relationship as determined by the teacher, for each occurrence. Up to one (1) day (non-accumulative) per year shall be allowed for attendance at the funeral service of any person whose relationship to the teacher will warrant such attendance. In the event the above days are not sufficient, additional days may be used from personal business or sick leave with approval of the Superintendent. The five (5) days emergency leave provided for the above shall also be non-accumulative.

## ARTICLE 19

### JURY DUTY/SUBPOENA LEAVE

Any teacher called for jury duty or who is subpoenaed to testify during school hours in any judicial or administrative matter (excluding cases in which the teacher is a party in interest) shall be paid the difference between compensation received for such duties and his/her salary, excluding travel allowances or reimbursement of expenses, for such time spent on jury duty or giving testimony without deduction from leave days. This clause shall not apply for any teacher in excess of thirty (30) days in any contract year.

## ARTICLE 20

### SABBATICAL LEAVE

Sabbatical leaves may be granted in accordance with Section 380.1235 of the School Code of 1976, as amended. During the sabbatical leave the bargaining unit member will be considered to be in the employ of the school district. The Board agrees to pay the insurance costs of the teacher on an approved leave under this article. The insurance coverage would be no more than the coverage issued to the teacher the previous year. The teacher may opt for the cash payment equal to the sum of the insurance premiums instead of having the coverage.

## ARTICLE 21

### ASSOCIATION LEAVE

- A. The Board shall grant released time to designated representatives of the Executive Committee of the Association to be used for Association business connected with the NEA, MEA and HEA. The released time shall not exceed ten (10) days per school year. An additional ten (10) days of Association leave per school year is available as released time provided the employee requesting such time is a member of the MEA or NEA Board of Directors.
- B. The Association will notify the Superintendent of Schools in writing when Association days are needed. The notification shall include the designated representative of the Association and shall be signed by an officer of the HEA.
- C. The Board shall be reimbursed by the Association for the cost of substitute pay for the released time used by the Association member employed by the Board, if a substitute is needed.

## ARTICLE 22

### PROFESSIONAL COMPENSATION

- A. Annual Salaries. The salaries for teachers covered by this Agreement are set forth in Schedule A, which is attached to and incorporated into this Agreement. The salary levels established in Schedule A are based upon employment and work on a full day's schedule for a full school year. A teacher who works less than a full school year shall receive a pro rata salary determined by the number of days actually worked to the number of days required for a full school year. A teacher who works less than a full day's schedule shall receive a pro rata salary determined by the number of hours worked to the number of hours in a full day's schedule.
- B. Interpretation of Schedule A. Teachers shall be entitled to annual salaries under Schedule A in accordance with the following:
  - 1. Steps. Each salary step shall represent one full school year of employment with the Board. Advancement from one step to the next shall be automatic during the term of this Agreement upon completion of a full school year of employment with the Board. For purposes of this paragraph only, a full school year of employment is defined as one school year in which the teacher actually works more than one half of the number of calendared duty days in the school year. All new teachers will be hired at the base step; provided, however, that the Board in its discretion may hire a new teacher at up to Step 10 based upon that teacher's prior teaching experience in another school district.



2. Certificate Column. A teacher shall be placed on the proper column of Schedule A based upon receipt by the Superintendent of grade sheets, official transcripts or a copy of the degree establishing the teacher's qualification for that column. Advancement from one column to the next shall be implemented the pay period following receipt of the above mentioned official documentation by the Superintendent, and shall not be retroactive to the beginning of the school year. All degrees and credits must be earned at accredited institutions, on a planned program, or approved by the Superintendent in advance. No credits taken prior to June 30, 1987 shall be excluded.
- C. Extra Duty Compensation. Driver Education, tutoring and night learning assignments shall be paid at the rate of \$21.00 per hour.
- D. Pay Periods. Payment of the salaries set forth in Schedule A shall be bi-weekly on the basis of 26 pays per school year. A teacher may elect to receive payment of the salary set forth in Schedule A on the basis of 21 pays per school year by filing a written request for such payment with the Superintendent prior to the Friday before the first pay day in any school year. A teacher on 26 pays may elect to receive a lump sum payment of the 21<sup>st</sup> through 26<sup>th</sup> pays by applying in writing to the Superintendent in advance of the 21<sup>st</sup> pay day. The Board agrees to provide for lump sum payments unless it determines that such payments would cause a cash flow problem for the district.
- E. Daily Salary Rate. In the event of deductions for absences on calendared duty days that are not covered by paid leaves of absence, the following daily salary rate shall apply:
- $$\frac{\text{Contractual Annual Teaching Salary}}{\text{Teacher Duty Days}} = \text{Daily Salary Rate}$$
- F. Daily Benefit Rate. In the event of deductions for absences on calendared duty days that are not covered by paid leaves of absence, the following daily benefit rate shall apply:
- $$\frac{\text{Contractual Annual Benefit Cost}}{\text{Teacher Duty Days}} = \text{Daily Benefit Rate}$$
- G. Longevity Payment. Teachers will receive a \$500 payment over Step 12 after fifteen (15) years of continuous service (including any service credit granted upon hire), and a \$1,150 payment over Step 12 after nineteen (19) years of continuous service. Effective with the start of the 2002-03 school year this longevity payment is included in the Salary Schedule Step 23 and therefore any teacher on or above Step 23 will not be eligible for the longevity provision provided here in addition to Step 23. Teachers who qualify for the \$500 longevity and provide evidence that they have successfully completed six (6) credit hours of graduate study through an accredited college or university will be paid another \$500 above Step 12, and for those who qualify for the \$1,150 longevity shall be paid an additional \$1,150 over Step 12 for twelve (12) credit hours of graduate study through an accredited college or university or equivalent SBE/CEU hours as defined in Section K of Article 22. Under this section, credits must be earned after a teacher's 12<sup>th</sup> year of continuous service. Teachers on Step 23 or above will qualify for the maximum longevity payment on the salary schedule provided they have met the coursework requirements shown above and with the following exception(s):
- Teachers who are on the 19<sup>th</sup> year longevity step prior to the fall of 1994 will be exempt from the requirements in this section. Teachers who have reached the 15-year longevity by the fall of 1994 will not have to meet the requirement for that step but will be required to meet the guidelines for Step 19.
- H. Substitution for Another Teacher. Any contract teacher substituting during the absence of another teacher will be paid 1/3 of the substitute's regular daily rate of pay for that period worked. Such pay shall be only for conference periods.

- I. Severance Pay. After twenty (20) years of continuous service in the bargaining unit beginning with the last date of hire in Hesperia Community Schools, said teacher shall be entitled to a one (1) time payment of \$35 for each year of service, payable upon severance.
- J. Pay for Supervising a Student Teacher. The money paid by the students teacher's institution for the supervision of said student teacher shall be distributed to the specific supervising teacher to whom the student teacher is assigned. If more than one supervising teacher is involved, the money paid by the institution shall be divided among them based on the assignments. Only tenure teachers may supervise a student teacher. A building principal or potential supervising teacher may reject a student teacher.

K. Professional Development Compensation.

- 1. The Board will authorize the Superintendent to pay up to fifty percent (50%)\* of the costs of tuition for graduate credits earned from accredited Michigan colleges or universities for course work approved in advance by the Superintendent of Schools. Course eligible reimbursement must qualify under an approved plan for an advanced degree or have a direct relationship with a teacher's certification or teaching assignment. Credit reimbursement shall begin for courses taken after September 1, 1993.

*\*For the 2011-2012 school year only the reimbursement for graduate credit course work tuition will be twenty-five percent (25%) instead of the fifty percent (50%) shown here.*

- 2. The Board will authorize the Superintendent to pay up to fifty percent (50%) or \$95, whichever is greater, of the costs of registration fees for special training programs that issue State approved CEU credits. CEU credits must be approved either by the State Board of Education or the Michigan Department of Education.

10 contact hours                               = 1 CEU  
 30 contact hours/3 CEU's                   = 1 semester credit hour

The Superintendent shall approve programs in this subsection before reimbursement shall be made. Teachers receiving wages during such training shall not be eligible for credits in this subsection.

- 3. Training programs will be reimbursed at the rate of fifty percent (50%) of the costs of tuition or registration fees. All training programs must be approved in advance of training by the Superintendent, at which time expenses shall be determined. Teachers receiving wages from the employer during the training time shall not receive credit. This shall be the only exception to moving horizontally on the salary schedule.

Skills training, other than accredited courses, is encouraged and teachers participating in approved specialized training shall receive one (1) semester credit for each twenty (20) hours of training. Credits shall be accumulated in the teacher's personnel file and shall be considered as horizontal movement on the salary schedule. Skill training, other than accredited courses, can be substituted for a maximum of six (6) hours of the thirty (30) hours credit required to teach each horizontal level superior to that certified or approved at initial employment.

- L. Retirement Incentive. A teacher who has acquired at least twenty-five years of service in the Michigan Public School Employees' Retirement System (MPERS) and has worked for the Hesperia Community Schools for at least thirteen (13) continuous years, shall be entitled to participate in the following retirement plan

If employee retires from Hesperia Community Schools with retirement system credit of:

- 25 years – the employee shall be eligible for \$ 30,000
- 26 years – the employee shall be eligible for \$ 25,000
- 27 years – the employee shall be eligible for \$ 20,000
- 28 years – the employee shall be eligible for \$ 15,000
- 29 years – the employee shall be eligible for \$ 10,000
- 30 years – the employee shall be eligible for \$ 5,000
- 31 or more years employees shall be ineligible for this plan

Before a teacher can participate in a retirement plan, the following conditions must be met:

1. The teacher must be actively employed by the school district at the time of application.
2. The teacher must submit his/her written letter of resignation at least sixty (60) days prior to the close of the school academic year. If a teacher elects to retire during the school academic year, his/her resignation must be submitted sixty (60) days prior to his/her last teaching day.
3. Teachers participating in the retirement incentive plan are limited to two (2) per school year. Additional participants may be approved at the discretion of the Board of Education.

Payout of the above retirement incentive shall be as follows.

1. The District shall pay each employee who resigns under this plan a lump sum payment of the applicable incentive within thirty days of the teacher's retirement, subject to withholding of taxes.
2. Upon the option of the employee the incentive payment can be divided into up to four equal installments to be paid over the next four years.
3. Applicable withholdings and taxes will be deducted from the payment amount(s) paid to the employee.

## ARTICLE 23

### INSURANCE

- A. The Board shall furnish to all teachers the following insurance protection without cost to the teacher through June 30, 2011. Beginning July 1, 2011 the Board will provide 90% of the costs of each teacher's health related benefits and each teacher will be responsible for 10% of the costs of each teacher's level of health, dental, vision, and LTD premiums. Teachers who take PAK B will also be responsible for 10% of their health related insurance premiums (single, two-person, family) and 10% of the cash in lieu amount to be payroll deducted. Additionally, each teacher will be responsible to pay the deductible amounts for prescriptions and office visits as outlined below. If a husband and wife are both members of this bargaining unit, one shall elect Plan A, the other Plan B.

1. MESSA PAK PLAN A

Effective September 1, 2010 –

CHOICES II - XVA2. with \$10/\$20 .\*\* OR

optional MESSA Super Care 1 – XVA2, \$100/\$200 deductible, \$10/\$20 Rx\*\* (with payment of difference - see below\*)

Effective September 1, 2011 -

CHOICES II - XVA2. with \$10/ \$40 Rx.(Super Saver) with 200/400 (in network) and 400/800 (out of network) deductible and \$10 office visit deductible and adult immunization rider.

- optional MESSA Super Care 1 – XVA2, \$300/\$600 deductible, \$10/\$20 Rx (with teacher payment of premium difference - see below\*)

Delta Dental - Class I , 80%; Class II, 80%; Class III, 80%; Classes I, II, III - \$1250 annual maximum; and Class IV (orthodontic), 80% with \$2150 lifetime maximum, and including internal and external coordination of benefits (COB). [Previously called: Delta Dental Plan E (\$1,250 maximum per year, 80% Class I, 80% Class II, 80% Class III) with Rider 007 (orthodontic benefits with \$2,150 lifetime maximum) with COB]

MESSA Life Insurance @ \$30,000 with AD&D (to be paid to the teacher's designated beneficiary)

Vision – VSP3 (with COB)

Long Term Disability – 66%

\$5,000 maximum/month

90 calendar days/modified

Freeze on offsets

Alcohol/drug – 2 years

Mental/nervous – 2 years

- \* In place of CHOICES II (above) a teacher may choose MESSA Super Care 1 with \$10/\$20 Rx, \$300/\$600 deductible. To elect this option the teacher must contribute 100% of the difference between the teacher's MESSA SC1 health plan and the above MESSA CHOICES II health plan costs . Teachers shall have the option of accessing the district's 125 plan in order to pay the difference listed here.

2. MESSA PAK PLAN B

PAK B cash-in-lieu (or MESSA Options) equal to the monthly single subscriber premium for MESSA Choices II.

Vision – VSP3 (with COB)

Delta Dental - Class I , 80%; Class II, 80%; Class III, 80%; Classes I, II, III - \$1250 annual maximum; and Class IV (orthodontic), 80% with \$2150 lifetime maximum, and including internal and external coordination of benefits (COB). [Previously called: Delta Dental Plan E (\$1,250 maximum per year, 80% Class I, 80% Class II, 80% Class III) with Rider 007 (orthodontic benefits with \$2,150 lifetime maximum) with COB.]

MESSA Life Insurance @ \$50,000 with AD&D (to be paid to the teacher's designated beneficiary)

Long Term Disability – 66%  
\$5,000 maximum/month  
90 calendar days/modified  
Freeze on offsets  
Alcohol/drug – 2 years  
Mental/nervous – 2 years

Dental and Vision insurance shall cover the teacher's entire family.

- B.
1. In the event a teacher has exhausted paid sick leave, the above-mentioned fringe benefits shall continue uninterrupted throughout the pro rata portion of the 12-month insurance year.
  2. In the event a teacher is terminated or resigns during the school year, the insurance shall be continued until the teacher has received the pro rata portion of the 12-month insurance year earned at the time of the termination or resignation.
  3. In the event a teacher dies during the school year, and providing the policy permits continued coverage, the Board shall continue payments until the beneficiary has received the pro rata portion of the 12-month insurance year earned at the time of the teacher's death. If the teacher dies after the completion of the school year, and providing the policy permits continued coverage, the Board shall continue payments until the beneficiary has received the pro rata portion of the 12-month insurance year earned at the time of the teacher's death.
  4. Teachers assigned less than a full workload shall receive a prorated portion of the benefits of teachers assigned a full workload.
  5. A teacher who is hired with an effective first work day after the first required work day of the school year shall be entitled to fringe benefits for a duration determined on a pro rata basis.
- C. The Board shall make payment of insurance premiums for all persons to assure insurance coverage for the full 12-month period commencing September 1 and ending August 31, even though the teacher may not be returning the next school year.

The open enrollment period shall be jointly established by the Board, the Association and MESSA, including opportunities for summer pre-enrollment and fall open enrollment and whenever group or individual subsidy amounts increase or decrease affecting the benefit package.

The Association shall be responsible for providing insurance information including applications and claim materials.

## ARTICLE 24

### SCHOOL CLOSING

In the event school is closed due to an act of God, the first three (3) days shall not be made up. The fourth day will be the morning of the in-service day and shall be scheduled as a one-half (1/2) day of instruction, one-half (1/2) day in-service. The additional days will be scheduled on the mid-winter break as one-half (1/2) day of instruction. Any days which need to be made up after the last regularly scheduled day of school will be paid for on an alternating schedule: the first day unpaid, the next paid, and so on. The staff will be paid one-half (1/2) per diem and the days will be made up as one-half (1/2) days in the event the district needs to meet state hours requirements. If the law on acts of God days changes or the law is not enforced, the language will revert to Article 9 of the master agreement.

## ARTICLE 25

### MENTORS

This article is effective with the second semester of 1996-97. In accordance with PA 335 of 1993, Section 1526, for the first three (3) years of employment in classroom teaching, a probationary teacher (mentee) will be assigned one or more master teachers (retired or active) who will act as a mentor or mentors to the teacher. The administration will make assignments as follows:

- A. Hesperia teachers may apply for a mentor assignment.
- B. The administration will annually select mentors from the list of those teachers who voluntarily apply to mentor, and make every effort to match mentor teacher and mentees who are in the same area of certification or work assignment. The administration does reserve the right to appoint mentors from outside the bargaining unit if not enough teachers volunteer. No teacher will mentor more than two mentees.
- C. Mentors will not be asked to participate in the direct supervision or evaluation of the mentee.
- D. If the building principal, mentor or mentee find that the mentor/mentee relationship is not satisfactory, it can be severed at the end of the semester or year, by mentee, mentor or building principal.
- E. The mentor/mentee relationship shall remain confidential. Neither shall be called upon to evaluate the other.
- F. Training for the role of mentor shall be provided by the Board without cost to the mentor.
- G. Hesperia teachers who serve as a mentor will receive a stipend of \$200.00 per semester for each mentee assigned. For an assignment of less than a semester the amount will be prorated.
- H. Upon application mentors shall be released from teaching duties for mentoring purposes one half day per semester provided that a substitute is available.

## ARTICLE 26

### TEACHER SUPPORT

- A. In accordance with Section 1309 of the Michigan School Code, a teacher may remove a pupil(s) from class to a place designated by the administration when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation make continued presence of the student intolerable. In such cases, the teacher will furnish the principal or immediate supervisor with full particulars of the incident as soon as possible.
- B. A teacher may recommend to the principal or designee, suspension and/or exclusion of such pupil(s) from his/her classroom or the teacher may exercise his/her right under the state "SNAP Suspension" law, to remove the student from his/her class for the remainder of the day. In the event the teacher uses the "SNAP Suspension" law, he/she must follow both district policy and the school code provisions regarding "SNAP suspensions."

- C. In the event that a teacher is attacked or assaulted by a student, upon the teacher's request the board shall promptly confer with the teacher and an Association representative to develop a plan of action that minimizes the threat of future attack or assault. The board shall implement the plan as agreed between the parties. A follow-up conference shall be held within fifteen (15) days of the plan's implementation to assess the success of the plan and revise or modify it as needed.
- D. Any cases of assault upon a teacher while he is engaged in the discharge of his contractual duties shall be promptly reported to the board or its designated representative. The board shall provide legal counsel to advise the teacher of his rights and obligations with respect to such assault and shall render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.
- E. If any teacher is sued by reason of disciplinary action taken against a student, the board will provide legal counsel and render assistance to the defense of the teacher, provided the teacher's action was in conformance with the existing policy, within the scope of his/her authority.
- F. Any complaints directed toward a teacher shall be promptly called to the teacher's attention. The complainant shall be identified before any complaint is entered in the teacher's personnel file. The teacher may attach a written response to the complaint which shall also be included in the personnel file.

## ARTICLE 27

### INTERNET/INTRANET USE LANGUAGE

- A. Joint Committee The parties agree to form a Technology Acceptable Use Committee, with Association and Administration representation or designee. This Committee shall consist of six (6) individuals, three (3) of whom shall be named by the Association and three (3) of whom shall be named by the Superintendent.
- B. Teacher Web Pages
  - 1. Teachers shall be responsible for the development, posting and maintenance of individual teacher web pages according to guidelines that comply with the provisions of the Master Agreement and are established and monitored by the joint technology use committee. Upon receiving suitable training and support each teacher may be required to set up a teacher web page that includes a district provided personal photograph, the teacher's name, grade level, subject(s) taught, or work assignment, and a brief statement from the teacher. Additional web page requirements will not be required unless they are adopted by a majority vote of the joint technology committee and adequate training, if applicable, is provided.
  - 2. The district agrees that it will not post employees' personal information on the district's web site, and will not require bargaining unit members to include personal information on individual teacher web pages.

ARTICLE 28  
MISCELLANEOUS

- A. Captions. The captions used in each section of this Agreement are for the purpose of identification and are not a substantive part of this Agreement.
- B. Severability. If any article or section of the Agreement or any addendum thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be ruled invalid by such tribunal, the remainder of the Agreement and addenda shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.
- C. Term of Agreement. This Agreement shall be effective as of the 1st day of September 2012, and shall terminate automatically on the 31<sup>st</sup> day of August, 2013. The exception to this effective date shall be only the provisions of this Agreement that are expressly referenced as retroactive to an earlier effective date. It is expressly understood that this Agreement may not be modified orally and any agreements and letters of understanding of the interpretation of this contract shall be in writing and dated and signed by representatives of both the Association and the Board.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives on the date indicated below.

BOARD OF EDUCATION  
HESPERIA COMMUNITY SCHOOLS

HESPERIA EDUCATION ASSOCIATION

\_\_\_\_\_  
President

*Mark E. Balaban*  
\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

*Barbara J. Maynard*  
\_\_\_\_\_  
Chief Negotiator



SALARY SCHEDULE A  
2010-2011

Effective SEPTEMBER 1, 2010 continue the 2009-10 salary schedule

STEP	BA/BS		MA BA/BS + 30		Eds/MA + 30 BA/BS + 60	
	Without credit	With credit	Without credit	With credit	Without credit	With credit
Base	36,413		39,018		41,257	
1	38,425		41,240		43,606	
2	40,255		43,265		45,747	
3	42,084		45,291		47,890	
4	43,914		47,318		50,033	
5	45,744		49,343		52,174	
6	47,574		51,369		54,317	
7	49,403		53,394		56,458	
8	51,233		55,421		58,601	
9	53,063		57,447		60,744	
10	54,893		59,474		62,886	
11	56,722		61,499		65,028	
12	58,552		63,525		67,170	
	Without credit	With credit	Without credit	With credit	Without credit	With credit
15	59,052	59,552	64,025	64,525	67,670	68,170
19	59,702	60,852	64,675	65,825	68,320	69,470
*23	60,917	62,166	65,891	67,138	69,535	70,783
*24	62,035	63,283	67,009	68,254	70,652	71,901
*25	63,120	64,368	68,093	69,342	71,739	72,985

\* Steps 23, 24, and 25 represent a teacher's actual salary schedule step in Hesperia with each year of service adding one step beyond the teacher's starting step in Hesperia

SALARY SCHEDULE A  
2012-2013

Effective September 1, 2012

Same schedule as above - continuation of the 2009-2010 wage schedule. (all wages on schedule continue unchanged from the 2009-10 wage schedule. Teachers eligible for steps are advanced on the step as outlined below.).

STEP	BA/BS		MA BA/BS + 30		Eds/MA + 30 BA/BS + 60	
	Without credit	With credit	Without credit	With credit	Without credit	With credit
Base						
1	36,413		39,018		41,257	
2	38,425		41,240		43,606	
3	40,255		43,265		45,747	
4	42,084		45,291		47,890	
5	43,914		47,318		50,033	
6	45,744		49,343		52,174	
7	47,574		51,369		54,317	
8	49,403		53,394		56,458	
9	51,233		55,421		58,601	
10	53,063		57,447		60,744	
11	54,893		59,474		62,886	
12	56,722		61,499		65,028	
13	58,552		63,525		67,170	
	Without credit	With credit	Without credit	With credit	Without credit	With credit
15	59,052	59,552	64,025	64,525	67,670	68,170
19	59,702	60,852	64,675	65,825	68,320	69,470
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*25	63,120	64,368	68,093	69,342	71,739	72,985

\* Steps 23, 24, and 25 represent a teacher's actual salary schedule step in Hesperia with each year of service adding one step beyond the teacher's starting step in Hesperia

**Special provisions for the 2012-2013 school year only**

- 1.) On or before the second payroll in September 2012, the Board shall pay one half the value of the step increase to each teacher eligible for step advancement during 2012-2013, and at the end of the 2012-2013 year, such teacher shall be advanced to the appropriate next step on the salary schedule with no retroactivity paid for the step increase .
- 2.) On or before the second payroll in September 2012, teachers not eligible for step advancement during 2012-2013, shall receive an off- schedule stipend equal to \$550.

SCHEDULE B  
Extra Curricular

Note: All Schedule B wages are fully retroactive to the September 1, 2008

Activity	Level	No. of Positions	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Football	Varsity	1	9	10	11	12	13
	JV	3	5.5	6.5	7.5	8.5	9
Basketball	Varsity – B	1	9	10	11	12	13
	Varsity – G	1	9	10	11	12	13
	JV – B	1	5.5	6.5	7.5	8.5	9
	JV – G	1	5.5	6.5	7.5	8.5	9
	Freshman	1	4.5	5	5.5	6	6.5
Wrestling	Varsity	1	9	10	11	12	13
	JV	1	5.5	6.5	7.5	8.5	9
Volleyball	Varsity	1	9	10	11	12	13
	JV	1	5.5	6.5	7.5	8.5	9
	Freshman	1	4.5	5	5.5	6	6.5
Baseball	Varsity	1	7	8	9	10	11
	JV	1	4	5	6	7	7.5
Softball	Varsity - G	1	7	8	9	10	11
	JV	1	4	5	6	7	7.5
Track	Varsity – B / G	2	7	8	9	10	11
	JV – B / G	2	4	5	6	7	7.5
Cross Country	Boys and Girls	1	8	9	10	11	12
Assistant to the Varsity Cross Country and Middle School	Boys and Girls	1	4	5	6	7	7.5
Golf	High School	1	7	8	9	10	11
Cheerleading	High School (per season)	1	4.5	5.5	6.5	7.5	8
Band	H.S. & M.S.	1	9	10	11	12	13
Chorus	H.S. & M.S.	1	1.5	2.5	3.5	4.5	5
Forensics	High School	1	1.5	2.5	3.5	4.5	5
Yearbook	High School	3					
	Layout Advisor		3	4	5		
	Photography		3	4	5		
	Business		3	4	5		
	Elementary 5 <sup>th</sup> Grade		2				
Plays (2 per year)	High School (per play)	1	1.5	2.5	3.5	4.5	5
	3 Act Musical	1	3.5	4.5	5.5	6.5	7
Quiz Bowl	High School	1	1.5	2.5	3.5	4.5	5
Science Olympiad	High School		3	3	3	3	3
Chess Team	High School	1	1.5	2.5	3.5	4.5	5

Schedule B wages shall be calculated based on Step 4 of the BA/BS Salary Schedule A in effect at the beginning of the school year. Checks will be issued separate from payroll checks.	
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SCHEDULE B

HIGH SCHOOL

Extra Curricular

Activity	Level	No. of Positions	
Class Sponsor	Senior	1	2
	Junior	1	2
	Sophomore	1	1
	Freshman	1	1
Helpers	Senior	1	1
	Junior	1	1
	Sophomore	1	.5
	Freshman	1	.5
Shop Maintenance		1	1.5
Driver Education		1	0.061 Hour
Student Council	High School	1	2
National Honors Society	High School	1	2
Schedule B wages shall be calculated based on Step 4 of the BA/BS Salary BA/BS Salary Schedule A in effect at the beginning of the school year. Checks will be issued separate from payroll checks.			

SCHEDULE B

MIDDLE SCHOOL  
Extra Curricular

<b>Activity</b>	<b>Level</b>	<b>No. of Positions</b>	
Young Authors	Elementary School	1	1
Young Authors	Middle School	1	1
Math Club	Middle School	1	1
Class Sponsor**	Grade 5		1
	Grade 6		1
	Grade 7		1
	Grade 8		1
Science Fair	Middle School	1	1.5
Science Fair	Elementary School	1	1.5
Chess Club	Middle School	1	1
Quiz Bowl	Middle School	1	1
Basketball	Grade 7	1	4.5
	Grade 8	1	4.5
Wrestling	1 team	1	4.5
Volleyball	Grade 7	1	4.5
	Grade 8	1	4.5
Girls' Track	Grades 7 & 8	1	4.5
Boys' Track	Grades 7 & 8	1	4.5
Student Council	Middle School	1	1
Rocketry	Middle School	1	1
Science Olympiad	Middle School	1	1
Schedule B wages shall be calculated based on Step 4 of the BA/BS Salary Schedule A in effect at the beginning of the school year. Checks will be issued separate from payroll checks.			

\*\*This total is to split among the sponsors. To qualify, each sponsor must have participated in two (2) or more extracurricular events involving those students.

## SCHEDULE C

# Hesperia Community Schools

## 2010-2011 School Calendar

### August 2010

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

### November 2010

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

### February 2011

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

### May 2011

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

### September 2010

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

### December 2010

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

### March 2011

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

### June 2011

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

### October 2010

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

### January 2011

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

### April 2011

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

### July 2011

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



Half Days



Vacation Days



Professional Development



Full Days of Instruction



Parent Teacher Conferences

### Notes

August 31 Teacher Professional Dev.

September 1 & 2 Teacher Professional Dev.

September 7 PM Teacher Professional Dev.

September 7 All School Open House 5-7 PM

September 7 Fifth Grade Orientation 7-8 PM

September 8 First Day of School Full Day

11/10 Evening Conferences

11/11 Afternoon & Evening Conferences

November 12 Vacation Day

November 15 Deer Day

November 25 & 26 Thanksgiving Vacation

December 20-January 2 Christmas Vacation

January 3 School Resumes

January 20 & 21 Semester Exams

January 21 First Semester Ends

January 21 Half Day Students Full Day Staff

February 11 Half Day Students Full Day Staff

February 14 Vacation Day

March 30 & 31 Parent/Teacher Conferences

April 1 Vacation Day

April 4-8 Spring Break

April 11 School Resumes

April 22 Good Friday Vacation Day

May 30 Memorial Day No School

June 9 & 10 Half Days Semester Exams

June 10 Last Day of School

175 Student Instructional Days

179 Staff Days

Staff is responsible for 1 additional professional development day in addition to the days scheduled.

SCHEDULE C

Hesperia Community Schools

2011-2012 School Calendar

**July 2011**

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

**August 2011**

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

**September 2011**

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

**October 2011**

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

**November 2011**

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

**December 2011**

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13		15	16	17
18						24
25						31

**January 2012**

S	M	T	W	T	F	S
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8	9	10		12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

**February 2012**

S	M	T	W	T	F	S
			1	2	3	4
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12		14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29			

**March 2012**

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

**April 2012**

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

**May 2012**

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

**June 2012**

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



FIRST DAY OF SCHOOL – Sept 6

November 9 PM conferences  
November 10 PM conferences  
November 11 -½ day students and ½ day afternoon conferences  
March 28, 29 full day school pm conf.

HOLIDAYS/BREAKS – Sept 5; Nov 14 Comp. day for conferences,  
Nov 15 Nov 24-25; Dec 19-30; February 13,  
March 30; April 2- 6; May 28

August 30,31 September 1 -- full days prof.  
Development  
Second Wednesday of every month (Sept – May)  
Delayed start time for PD (including Nov. 9)

NO SCHOOL – Sept 2

January 27 first semester ends ½ day students  
June 7 and 8 – ½ days – exams

MME TEST WINDOW – March 6-8  
(high school)

MEAP Testing Dates – Oct 11, 13, 18, 20 (make-up  
days Oct 17, 19, 24-27) (grades 3-8)

### Notes

- August 30-September 1 Teacher Professional Dev.
- September 6 First Day of School
- November 9-11 Parent/Teacher Conferences
- November 9 & 10 Evening Conferences
- November 11 Afternoon Conferences
- November 11 1/2 Day Students Full Day Staff
- November 14 & 15 Vacation Day
- November 24 & 25 Thanksgiving Vacation
- December 19-January 2 Christmas Vacation
- January 3 School Resumes
- January 26 & 27 Semester Exams
- January 27 First Semester Ends
- January 27 Half Day Students Full Day Staff
- February 13 Vacation Day
- March 28 & 29 Parent/Teacher Conferences
- March 30-April 6 Vacation Day
- April 9 School Resumes
- May 28 Memorial Day No School
- June 7 & 8 Half Days Semester Exams
- June 8 Last Day of School

176 Student Instructional Days

179 Staff Days

Payroll Deduction Authorization

I hereby authorize you, the payroll supervisor, to make regular deductions from pay in the following amounts:

Credit Union \$ \_\_\_\_\_

Tax Sheltered Annuity \_\_\_\_\_

MESSA, MEFSA, MEA Programs

\_\_\_\_\_ \$ \_\_\_\_\_  
Program

\_\_\_\_\_ \$ \_\_\_\_\_  
Program

Social Security Number: \_\_\_\_\_

Signature of Employee: \_\_\_\_\_

Name in Full: \_\_\_\_\_

Residence Address: \_\_\_\_\_  
(street)

\_\_\_\_\_  
(city, state and zip code)

Date: \_\_\_\_\_

LETTER OF AGREEMENT  
between the  
Hesperia Community Schools  
and the  
Hesperia Education Association (HEA/MEA/NEA)

RE: ESEA/NCLB Act of 2001

1. Mutual Agreement

Without the agreement of the Association, the Employer shall take no action to comply with the No Child Left Behind Act of 2001, as amended, 20 USC 6301 et seq., that has an adverse impact on any bargaining unit member unless the district is required and has no option but to take the action under the Act and agreement cannot be reached. If any actions required by the board or district under NCLB result in a duty to bargain under the Public Employees Relations Act, bargaining shall be initiated by the parties in a time frame sufficient to allow completion of bargaining prior to the deadlines specified in the NCLB.

2. NCLB Committee Plan / NCLB BASED SCHOOL IMPROVEMENT PLANS

No NCLB Committee Plan provision shall alter, modify, violate or supersede, except as mutually agreed on in writing by the Employer and the Association, this Agreement or any other formal or informal understanding, condition or practice established between the parties. The foregoing shall apply to any School Improvement Plan the Employer intends to implement.

a. No NCLB BASED School Improvement Plan or NCLB SIP Committee shall address the issues of wages, hours, terms and other conditions of employment or matters established in statute such as the Public Employment Relations Act, the Michigan Teacher Tenure Act, etc.

b. Any participation on a NCLB SIP Committee shall be voluntary. The participation or lack of participation of an employee or group of employees on a NCLB SIP Committee shall not be noted or considered in the Employer's employment decisions, including but not limited to evaluation, assignment, extra duty assignment, conference attendance, promotion, discipline or discharge of any employee.

c. NCLB SIP Committee(s) shall be established to deal with the provisions of the No Child Left Behind Act of 2001, as amended, 20 USC 6301 et seq. The composition of the District's NCLB SIP Committee and any building's NCLB SIP Committee shall be subject to the following provisions: 1) at least half (50%) (3 EA and 3 Admin) of each NCLB SIP Committee shall be employees selected by the respective bargaining agent of each bargaining unit within the District; 2) the NCLB SIP Committee will mutually agree to the other individuals to be members of the Committee (i.e., parents, students, and others in the school community).

d. Employees participating in NCLB SIP Committee activities, including training and scheduled Committee meetings, will be compensated at the established hourly Extra Duty Curriculum Development Rate for all time involved outside the employee's regular work day. If NCLB SIP Committee meetings or activities are scheduled during an employee's regular work day, the employee shall be released from duties without loss of time or pay.

e. Any NCLB BASED School Improvement Plan recommended by the NCLB SIP Committee shall be immediately submitted to the bargaining representatives of the parties. Upon the request of either party, the parties shall meet and negotiate the NCLB based School Improvement Plan. No School Improvement Plan shall be implemented without prior review of the parties.

3. NCLB Committee:

For the purposes outlined in the "highly qualified" options below as Addendum 1, an NCLB Committee shall be established at each level to conduct an assessment of the option elected and pursued by each teacher subject to Section 8. immediately below The Committee shall be composed of six (6) members; three (3) appointed by the Superintendent and three (3) appointed by the Association (representing Elementary., Middle School, High School). Any participation on this Committee shall be voluntary. The Committee shall make a determination whether each teacher subject to Section 8 immediately below has become "highly qualified" by meeting one of the options provided in Section 6. immediately below.

4. Teachers not "highly qualified" by the end of the 2005-06 school year:

*The Board of Education and the HEA acknowledge that a teacher who is required as of the end of the 2005-06 school year (or by any alternative date established by the USDE or the MDE) by the ESEA to be "highly qualified" (as defined by the ESEA and the Michigan Department of Education) for his/her teaching assignment and is not "highly qualified" for his/her teaching assignment shall be granted the first vacancy he/she applies for provided he/she is "highly qualified" for the vacancy. They further agree that if there is no vacancy for which said teacher is "highly qualified", said teacher shall be voluntarily or involuntarily transferred per the terms of the Master Agreement. In the event that a transfer is not possible the teacher shall be treated under the Layoff & Recall provisions of this Agreement as if his/her current position had been eliminated.*

5. Recognition

A teacher that has been recognized as "highly qualified" under the ESEA by this school district or another Michigan school district shall be recognized as "highly qualified" by this school district for the duration of his/her employment. If the rules related to "highly qualified" under the ESEA/NCLB Act of 2001 change, the parties agree to revisit this section.

6. ESEA/NCLB Act of 2001 Requirement for Highly Qualified Teachers

(as defined by the ESEA and approved by the Michigan Department of Education on April 24, 2003)

One of the options outlined and approved by the USDE or MDE shall be elected by the teacher to satisfy the requirements for becoming a highly qualified teacher for his/her teaching assignment by the end of the 2005-06 school year (or alternative date as determined by the USDE or MDE).

## Letter of Understanding Positive Communication and Improved Labor Relations

In a spirit of improving communication between the teachers (HEA) and the board of education, and to encourage mutual input in the decision process and in order to build a positive school environment, the parties agree that they will work to create opportunities for open dialogue around day-to-day operational issues as well as upcoming events and critical issues that face this district. The parties shall look for and engage in activities that aim to build cooperation and understanding.


The parties will work toward utilizing the process set up in Article 4 of the Master Agreement and hereby agree to hold informal sessions from time to time to discuss matters of concern. The first such meeting will be held after the ratification of the contract. The inclusion of this process here is to provide the parties with a starting point for the initiation of this open dialogue. It is not the intent of either party that this type of meeting will be a full-open Board meeting, but is likely to involve up to three board members, three teachers, the superintendent, and another representative of the teacher's choosing. The parties may agree to expand the size of this committee.

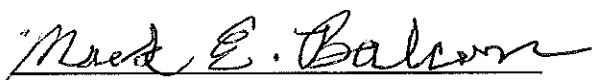
Additionally, the Board and/or the Administration will invite the HEA to designate teacher representative(s) to engage in various activities in an effort to enhance open dialogue. The HEA agrees to promote these opportunities and encourage its teachers to engage in opportunities for dialogue with the Board. Examples of these opportunities may include, but shall not be limited to, the following:

- Committee activities that involve screening and interviewing administrative candidates.
- Various board committees and work groups that may be addressing curriculum, textbook, scheduling, student discipline, technology use, staff additions and/or reductions, budget cuts or additions and any other decision that involves teacher, student, and/or parent interaction.
- Board activities that assess, discuss, and debate or provide direct input in the core decisions that surround the organization of the student day and the student schedule development process.

This list is by no means limited by, or to, the above examples. With time it can and should be expanded as far as the parties are able to imagine - With a main goal being to have open dialogue in the interest of create the best working environment possible for the improvement of instruction and student life in Hesperia.

This agreement shall be a work-in-progress and will be adjusted as needed to provide the best communication vehicle possible.

  
\_\_\_\_\_  
For the District  
7/9/12  
Date

  
\_\_\_\_\_  
For the HEA  
7-9-12  
Date

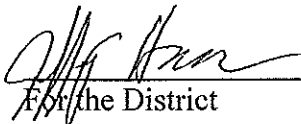
**Letter of Understanding**  
**Agreement concerning Elementary Teacher work day start time**  
**September 25, 2007**

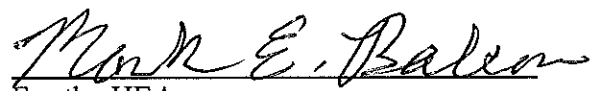
Several years ago the Elementary School was required to add time to the school day to meet the instructional minutes required by the state. Ten (10) minutes was added to the beginning of the elementary school day. At that time an agreement was made between the HEA and the Administration to continue the elementary teacher work day start time at its regular time, i.e, the elementary teacher day started at the same time as the High School and the Middle School Teachers day in order to keep the length of the teacher work day the same for all the buildings.

The parties hereby agree to continue the elementary teacher work day start time as it has been in effect prior to the 2007-08 school year. This agreement modifies the current Master Agreement Article 6. B. in that Elementary Teachers will continue to be responsible to be in the building ten (10) minutes before school begins and at his/her duty teaching station five (5) minutes before school begins (with the exception of inclement weather when the principal can require supervisory duties). All other teachers are responsible to be in the school buildings twenty (20) minutes before the start of classes, as provided in the Master Agreement - Article 6. B.

This agreement shall be in effect until such time as the parties agree to modify it or make it part of the current Master Agreement. The parties agree that this letter shall be distributed to all elementary teachers and that effective immediately elementary teachers shall not be responsible to be present in the school building any earlier than ten (10) minutes before the 7:55 am start of the elementary student day.

This agreement is the complete and total agreement of the parties on this issue and this agreement shall not establish any precedent nor shall either party be bound to agree to similar terms in the future should a similar or dissimilar issue arise.

  
\_\_\_\_\_  
For the District

  
\_\_\_\_\_  
For the HEA

7-9-12  
Date

7-9-12  
Date

**Letter of Agreement  
Between the  
Hesperia Education Association  
And the  
Hesperia Community Schools**


**Subject: Professional Learning Communities.**

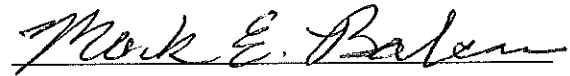
For the 2012-13 school year the parties agree to create a monthly joint work-time for teachers to engage in Learning Community activities. These Professional Learning Community activities will be scheduled as – a one and one-half (1 ½) hour late start day per month.

This Learning Community time will replace one professional development day as found on the 2012-13 school-year calendar (scheduled professional development days will be reduced from five to four on the 2012-13 school year calendar).

The late starts will be scheduled September through May with no late start scheduled in June. Wednesday will be the standard late start day.

At the conclusion of the 2012-13 school year the parties will review the Professional Learning Community and assess the effectiveness of the late start professional development. The continuation of this Agreement, or any modifications to the late start Professional Learning Community process must be mutually agreed between the parties.

  
\_\_\_\_\_  
For the HCS

  
\_\_\_\_\_  
For the HEA

Date 7-9-12

Date 7-9-12

**Letter of Agreement  
Between the  
Hesperia Education Association  
And the  
Hesperia Community Schools**


**Subject: Successor Agreement Negotiations**

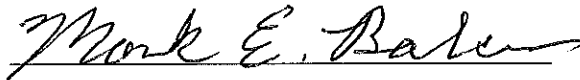
It is the intent of the parties to begin meeting for the purpose of the negotiations of a successor agreement to this Master Agreement early in the 2014 calendar year. To that end the parties agree and set forth the following negotiations schedule for negotiation sessions for a successor agreement:

The parties will hold an initial meeting in January 2014; two meetings in February and March 2014; at least one meeting in April 2014; and two meetings in May and June 2014.

In the event that an agreement is not reached in the above time schedule the parties will work to meet regularly over the succeeding months so as to resolve the open issues and reach an agreement.

This Letter of Agreement shall expire at the conclusion of the 2013-2014 Agreement unless extended mutually by the parties.

  
\_\_\_\_\_  
For the HCS

  
\_\_\_\_\_  
For the HEA

Date 7-9-12

Date 7-9-12

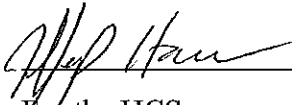


**Letter of Agreement  
Between the  
Hesperia Education Association  
And the  
Hesperia Community Schools**

**Subject: Conflicting Contract Language**

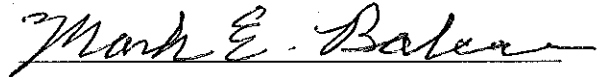
In the event that legislation is adopted (e.g. HB 4572) prior to the expiration of this newly ratified Master Agreement, which as a result of any of the terms and conditions within this Agreement reduces state aid during the course of the current agreement, the parties shall immediately meet to determine a mutually agreeable method to receive full state aid.

This Letter of Agreement shall expire at the conclusion of the 2012-2013 Agreement unless extended mutually by the parties.



For the HCS

Date 7-5-12



For the HEA

Date 7-9-12


**Letter of Agreement  
Between the  
Hesperia Education Association  
And the  
Hesperia Community Schools**

**Subject: Negotiations: Increase Costs**

In the event that the parties have not ratified a successor agreement as of June 30, 2013, the parties here agree that they shall share equally the July 1, 2013 cost increases, if any, in the existing insurance benefits through August 31, 2013.

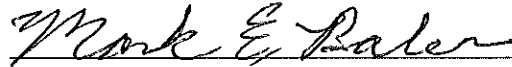
In the event that the parties have not ratified a successor agreement as of August 31, 2013, then beginning September 1, 2013, the board shall not pay towards insurance benefits any amounts in excess of its 2012-2013 cost; furthermore, no step advancement shall occur during 2012-2013 except as stated within a ratified successor agreement.

This shall be the full agreement of the parties and this Letter of Agreement shall expire upon the expiration of the 2012-13 Master Agreement unless mutually extended by the parties.

\_\_\_\_\_

For the HCS

Date 7-5-12

\_\_\_\_\_

For the HEA

Date 7-9-12

**Letter of Agreement  
Between the  
Hesperia Education Association  
And the  
Hesperia Community Schools**

**Subject: Evaluation Language**

*A committee shall be formed to discuss and recommend to the bargaining teams, the changes necessary to comply with section 1249 of the Michigan Revised School Code, which shall include at least the following:*


- 1. Changes, if any to the existing evaluation tool and related procedures to be effective as of September 1, 2011.*
- 2. Student growth measures to be utilized during the 2011-12 school year, subject to the review by the committee at the end of the 2011-12 school year; and*
- 3. The multiple ratings to be used within the evaluation tool during the 2011-12 school year.*

*The committee shall consist of a total of six voting members, three appointed by the district and four by the HEA. Committee votes are limited to three from each party. Additional resource people can be brought into the meetings by either party.*

*The committee's initial recommendations shall be issued in writing to the bargaining teams not later than August 1, 2011.*

*The committee may make other recommendations with respect to section 1249 compliance.*

  
\_\_\_\_\_  
For the HCS

  
\_\_\_\_\_  
For the HEA

Date 7-9-12

Date 7-9-12

## LETTER OF UNDERSTANDING

HESPERIA COMMUNITY SCHOOLS (“DISTRICT”)

-and-

HESPERIA EDUCATION ASSOCIATION, MEA/NEA (“ASSOCIATION”)

1. This Letter of Understanding (“LOU”) is being executed contemporaneously with the execution of the parties’ 2012-2013 Agreement

2. As a result of the enactment of Public Acts 102 and 103, language from the 2010-2012 CBA relating to the prohibited subjects in section 15(3)(j) – (o) of PERA, as amended, has been *italicized* for purposes of the 2012-2013 successor agreement, but only as they apply to bargaining unit members who are subject to the Michigan Teacher Tenure Act. Those identified provisions shall continue in full force and effect for those bargaining unit members who are not subject to the Teacher Tenure Act. The language so affected is appended to this LOU as Exhibit A.

3. In the event that a competent appellate court of appropriate jurisdiction (to which there is no timely appeal filed) or the Michigan Supreme Court declares all or part of Public Acts 102 and/or 103 to be unconstitutional or otherwise legally invalid, or all or part of such Public Acts are repealed or modified, then the applicable portions of the omitted and/or modified language affected by the court decision or legislative amendments shall be reinstated into the CBA. In the event that the

parties are unable to agree upon the impact of such Court decision or legislative amendments, then they may initiate whatever legal action they deem appropriate under all of the then applicable facts and circumstances, to clarify and enforce such rulings or amendments.

4. The District agrees that, if a court or administrative agency with competent jurisdiction rule that the 2010-2012 CBA omitted or modified language that was not a prohibited subject, as defined by section 15 of PERA, as amended, then the applicable portions of the omitted and/or modified language affected by the court decision or legislative amendments shall be reinstated into the CBA, subject to the District’s right to appeal any such rulings.

5. By signing this LOU, the Association is not waiving its right to assert in a court or administrative agency of competent jurisdiction that all or part of the language omitted or modified within Exhibit A should not have been omitted or modified.

6. The parties understand that a court or administrative agency of competent jurisdiction may deem this LOU to be unenforceable since it relates to prohibited


subjects of bargaining. However, the parties sign this LOU in the good faith belief that it is enforceable as written and conducive to positive labor relations between them to clarify their respective rights and obligations in light of 2011 Public Acts 102 and 103.

7. The Association agrees not to file grievances that may have occurred during the start of the 2012-13 school year on any of the prohibited subjects no sooner than November 15, 2012 providing those subjects are reinstated.

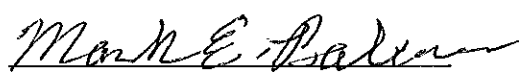
8. This document represents the parties' entire understanding as to the matters as to which it relates, and no other agreement is binding unless in writing and signed by the parties.

Date July 9 2012

DISTRICT

  
\_\_\_\_\_

ASSOCIATION

  
\_\_\_\_\_

**Exhibit A**

**Article 2 – Teacher Rights**

**Article 6 – Teaching Conditions**

**Article 7 – Teacher Evaluation**

**Article 11 – Layoff and Recall**

**Article 12 – Transfers and Assignment**

**Article 13 – Grievance and Arbitration Procedure**

**Article 14 – Personal Leaves of Absence**

**Letter of Agreement - ESEA/NCLB Act of 2001**

**Letter of Agreement - Evaluation**

**Add:**

**Article 28 – Miscellaneous**

**D. As required by section 15(7) of the Public Employment Relations Act, an emergency manager appointed under the local government and school district fiscal accountability act may reject, modify, or terminate the collective bargaining agreement as provided in the local government and school district fiscal accountability act.**