

**TENTATIVE
AGREEMENT**

BETWEEN THE

HURON VALLEY SCHOOLS

BOARD OF EDUCATION

AND THE

HURON VALLEY

EDUCATION ASSOCIATION, MEA/NEA

October 2008

ARTICLE II

D.

(NEW)

3. **All teachers shall receive their pay via direct deposit. Pay will be deposited electronically into the bank, credit union or financial institution of the employee's choice. Those employees who do not have such accounts will have their pay electronically sent to the district identified financial institution where they will receive their total pay. Any fee or financial cost associated with the initial deposit to the financial institution or first withdrawal from the financial institution will be paid by the district. Payroll statements will be sent to the employee by electronic means.**
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ARTICLE II

E. The Board agrees to make payroll deductions from the salaries of teachers, upon proper written authorization to do so from the teachers concerned, for the following:

1. Direct Deposit
2. Tax-deferred annuity plan premiums, including payroll deduction for all MESSA Programs.
3. Other deductions approved by the Board after consultation with the association.
4. Association dues or agency fees.
5. ~~Voluntary MEA/NEA PAC contributions.~~

If a future court decision is made that allows for voluntary PAC deductions to be made by public school districts, then "Voluntary MEA/NEA PAC contributions" shall be added to the above list.

Monies deducted pursuant to subsections (4) and (5) of this Section will be forwarded to the local association within ten (10) working days. The Board will remit monies deducted pursuant to subsection (2) of this section within ten (10) working days following receipt of the appropriate billing.

ARTICLE VI

D. No teacher will be required to teach during the normal conference period as a regular assignment.

1. **Due to issues such as curriculum continuation or program continuity, it may be deemed necessary to assign a secondary teacher to a regularly scheduled teaching period beyond the five (5) per day maximum. This may occur only according to the following:**

- a. **The Association and the teacher shall be informed by the principal of the reasons for the perceived need.**
 - b. **The acceptance of the assignment by the teacher is voluntary.**
 - c. **The Association, teacher, and administration agree to all items associated with the assignment.**
 - d. **This agreement must include the following:**
 - i. **Each agreement will be for up to one school year.**
 - ii. **The teacher will be remunerated an additional one-sixth (1/6) of his/her regular salary based on his/her step and lane salary schedule placement for that school year for the period covered by the assignment.**
 - iii. **Although the assignment may result in exceeding the class load limit as outlined in Article VII, the provisions regarding individual class size will not be altered.**
 - iv. **The assignment will not result in the layoff of a teacher nor will it supersede the provisions of the Tenure Act.**
2. Conference periods shall be used for such things as preparation, conferences with parents, teachers, and administrators, and special assistance to students. Conference time shall not be used or spent on any unconnected or non-school activity. In addition, it is expressly understood that if teachers must leave their building during the preparation time, they will notify the principal.

ARTICLE VII

(NEW)

- L. **The parties agree to add the "International Academy Letter of Understanding – July 1, 2007 through June 30, 2010" to the terms of this Collective Bargaining Agreement. Pro-ration of stipends shall occur for teachers assigned to the International Academy in a less than full-time position.**

ARTICLE XIII

- J. Up to two (2) business leave days may be used by each contracted teacher to attend to matters which cannot be taken care of at other times. Reasons for using business leave days will be given in writing to the principal by indicating one of the following categories: religious, medical, legal, family or personal. A teacher planning to use a business leave day shall notify the principal at least forty-eight (48) hours in advance, except in cases of

emergency. Business leave days shall not be granted contiguous to a holiday or school recess unless the Superintendent feels that the circumstances of the request warrant the use of such days. Business leave days cannot be used for vacations or association business.

Up to three (3) sick leave days each year may be used for religious observance(s) that require the member to be absent from a workday. A teacher planning to use a leave day for this purpose shall notify the principal at least two (2) weeks in advance. Leave days for religious observance shall not be granted contiguous to a holiday or school recess unless the Superintendent approves that the circumstances of the request warrant the use of such days.

In the event business leave days are not used during a year, these days may be accumulated in the teacher's sick leave bank. These days shall be granted if the provisions set forth above are followed. However, reasonable restrictions on the number of teachers taking such business leave on a given day may be implemented depending on the number of substitutes.

The Superintendent may, at his/her discretion, grant an additional business leave day upon written request outlining the reasons therefore from the individual teacher. In no case will such additional business leave day be considered to accumulate. The decision of the Superintendent shall be final and not subject to the grievance procedure.

ARTICLE XIV

A. Hospitalization Insurance: The Huron Valley Board of Education shall provide hospitalization insurance for all employees covered by this Master Agreement on the following basis:

1. Non-probationary employees shall, at the employees' option, select fully board paid MESSA Choices **with a prescription co-pay of \$10/\$20** or MESSA Super Care 1 with a prescription co-pay of \$5/\$10 and single/full family deductible of \$100/\$200. **Effective January 1, 2009, the office visit co-pay for MESSA Choices shall be \$10. Effective July 1, 2009, the single/full family deductible for MESSA Choices shall be \$100/\$200.** Employees selecting MESSA Super Care 1 shall pay the difference in premium through payroll deduction and may use the Section 125 plan. Changes between programs shall be allowed during the open enrollment period.

Subject to an agreement by the parties on an alternative, probationary employees shall receive MESSA Tri-Med. Upon completion of the probationary period, the employee shall have the option as described above.

ARTICLE XIV

C. The Board shall provide long-term disability (LTD) insurance to each employee covered by this Agreement. Plan of Benefits:

1. If the insured person is disabled beyond the ~~fifty-two (52) week~~ **one hundred twenty (120) calendar day eligibility** period, benefits shall then be payable at the rate of up to 65% of monthly salary, not to extend beyond age 65. The long term disability plan will include nervous and mental conditions on the following basis: In-patient, duration of illness; out-patient for up to two (2) years.
2. Benefits shall commence after ~~365~~ **one hundred twenty (120)** calendar days of illness or disability.
3. The LTD insurance shall provide for a social security freeze provision, primary only social security as an offset, **and other offsets as established in the carrier's policy.**
4. **Teachers who (a) are on an extended sick leave which began before the end of the 2007-08 school year and continued into the 2008-09 school year and (b) have exhausted their sick leave days shall be entitled to the LTD insurance provisions contained in the 2003-2008 Collective Bargaining Agreement.**

ARTICLE XIV

D.

7. Teachers on long-term disability will have their health insurance only continued for ~~the duration of the disability~~ **one hundred eighty (180) calendar days beyond the date of eligibility as determined by the carrier.** Teachers must complete forms provided by the insurance company to make claims against it. The insurance company shall have the right to demand medical evidence of the inability of a teacher to work from either the employee's personal physician or one named by the company.
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ARTICLE XVIII

A.

PROFESSIONAL DEVELOPMENT SCHEDULE 2008-09

Date	Elementary (1 st – 5 th)	Kinder- garten	El. Specials	Middle School	High School
Aug 27, 2008	PD (1)	PD (1)	PD (1)	PD (1)	PD (1)
Nov 4, 2008	PD (1)	PD (1)	PD (1)	PD (1)	PD (1)
Dec 1, 2008	PD (½) Records (½)	PD (1)	Records (1)	PD (1)	PD (1)
Jan 23, 2009	PD (1)	Records (1)	PD (1)	PD (½) Records (½)	PD (½) Records (½)
Mar 10, 2009	PD (½) Records (½)	PD (1)	PD (1)	PD (1)	PD (1)
Total PD Days	4 Days	4 Days	4 Days	4½ Days	4½ Days
Total Records Days	1 Day	1 Day	1 Day	½ Day	½ Day

- ◆ 1 day equals 7½ hours of Professional Development
- ◆ ½ day equals 3¾ hours of Professional Development

~~*The contiguous hours of professional development will be dedicated to the staff development needs of the individual building.~~ The content of these **building level professional development** meetings will be established by the School Improvement Team / Professional Learning Community (SIT/PLC) or Building Professional Development Committee (PDC) in conjunction with the principal. Members may attend professional development workshops that are held at other buildings to satisfy contiguous time requirements.

ARTICLE XXV

D. Duration of Agreement

This agreement shall be effective as of August 21, ~~2005~~ **2008** and shall continue in effect until the 20th day of August, ~~2008~~ **2010**. This agreement shall not be extended orally.

SCHEDULE A-1: TEACHERS' SALARY SCHEDULE: 2008-09

- 1. Teachers who were on Step 10 of the Salary Schedule in 2006-07 and who remain employed as a member of the bargaining unit in 2008-09 shall receive a one-time payment of five hundred dollars (\$500). Said payment shall be made by December 10, 2008.**
 - 2. Teachers who were on Step 10 of the Salary Schedule during the 2007-08 school year and who remain employed as a member of the bargaining unit in 2008-09 shall receive an off-schedule increase of 0.5%. Said payment shall be made in two equal installments, the first by December 10, 2008, and the second by June 10, 2009.**
 - 3. For the 2008-09 school year, teachers who have completed fifteen (15) years or more of continuous employment with Huron Valley Schools (as a member of the bargaining unit) shall receive an on-schedule salary increase of 1%, retroactive to the beginning of the school year. The retroactive portion of the increase earned from the beginning of the 2008-09 school year shall be paid by December 10, 2008.**
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SCHEDULE A-2: TEACHERS' SALARY SCHEDULE: 2009-10

- 1. For the 2009-10 school year, teachers who have completed fifteen (15) years or more of continuous employment with Huron Valley Schools (as a member of the bargaining unit) shall receive a salary increase of 1%, with 0.5% on-schedule and 0.5% off-schedule. The off-schedule portion of the increase shall be paid in two equal installments, the first by December 10, 2009, and the second by June 10, 2010.**
- 2. For the 2009-10 school year, teachers who have completed twenty (20) years or more of continuous employment with Huron Valley Schools (as a member of the bargaining unit) shall receive an additional five hundred dollars (\$500) over Step 16. This amount shall be paid in two equal installments, the first by December 10, 2009, and the second by June 10, 2010.**
- 3. The 2009-10 Salary Schedule shall be as follows:**

[NOTE: The 2009-10 Salary Schedule is attached to the end of this Tentative Agreement document.]

SCHEDULE B

(NEW)

G. OVERNIGHT CAMP EXPERIENCES

- 1. The standard is for either two or three night stays. (There is no additional compensation for more than three night experiences).**
- 2. Payment is only for Camp Counselors. (The Camp Director position will not be funded).**
- 3. A maximum of one teacher per classroom will be compensated.**
- 4. The rate of compensation has been formulated. The amount listed above (\$751) is based on a 5-day camp. The amount of \$376 will be paid for the aforementioned two and /or three night camp experiences.**
- 5. The following is a list of activities/responsibilities that would typically be expected:**
 - a. Organizing and pre-planning camp activities**
 - b. Serving as a liaison between camp and school**
 - c. Parent communications**

SCHEDULE C-1: 2008-09 TRADITIONAL SCHOOL CALENDAR

Aug. 27	Teacher report day/Professional Development - full day No school for students
Aug. 28	Teacher work day/No school for students
Aug. 29-Sept. 1	No schools in session/Labor day holiday
Sept. 2	First full day of school for students/All schools in session
Nov. 4	Election Day/Teacher Professional Development No school for students
Nov. 26	No schools in session/Teacher comp day
Nov. 27-28	No schools in session/Thanksgiving holiday
Dec. 1	Teacher Professional Development*/No school for students
Dec. 22-Jan 2	No schools in session/Winter holiday (Dec. 19 is last day of school)
Jan. 5	School resumes/All schools in session
Jan. 20-22	High school semester final exams
Jan. 23	Teacher Professional Development and work day No school for students/End of first semester
Jan 26	First day 2 nd semester/All schools in session
Feb. 16-17	No schools in session, Mid-winter recess
March 10	No school <u>except high school juniors</u> /Michigan Merit Exam Teacher Professional Development*
April 6-10	No schools in session/Spring break
April 13	School resumes
May 25	No schools in session/ Memorial Day
June 9-11	Final exams high school
June 11**	Last day for students
June 12	Teacher half work day/No school for students

Total student instructional days = 178

Total teacher workdays = 185.5

*Elementary PRC will determine elementary report card schedule and elementary PD/teacher work day placement within those days specified as PD or teacher work day on the traditional calendar.

**It is anticipated that the scheduled Last Day of school for students and the scheduled records day may be rescheduled and the school year thereby extended in accordance with Article VI, Section F.

SCHEDULE C-2: 2008-09 YEAR ROUND SCHOOL CALENDAR

Aug. 27	Teacher report day/Professional Development – full day No school for students
Aug. 28	Teacher work day/no school for students
Aug. 29-Sept. 1	No schools in session/Labor day holiday
Sept. 2	First full day of school for students /All schools in session
Nov. 4	Election Day/Teacher Professional Development No school for students
Nov. 17-28	No year round school in session
Dec. 1	Teacher Professional Development*/No school for students
Dec. 22-Jan 2	No schools in session/Winter holiday (Dec. 19 is last day of school)
Jan. 5	School resumes/All schools in session
Jan. 23	Teacher Professional Development and work day No school for students/End of first semester
Feb. 16-27	No year round school in session
March 2	School resumes
March 10	No school <u>except high school juniors</u> /Michigan Merit Exam Teacher Professional Development*
April 6-10	No schools in session/Spring break
April 13	School resumes
May 25-June 12	No year round school in session
July 22**	Last day year round students
July 23	Teacher half work day/No school for students

Total student instructional days = 178

Total teacher workdays = 185.5

*Elementary PRC will determine elementary report card schedule and elementary PD/teacher work day placement within those days specified as PD or teacher work day on the traditional calendar.

**It is anticipated that the scheduled Last Day of school for students and the scheduled records day may be rescheduled and the school year thereby extended in accordance with Article VI, Section F.

**LETTER OF UNDERSTANDING
BETWEEN
THE HURON VALLEY BOARD OF EDUCATION
AND
THE HURON VALLEY EDUCATION ASSOCIATION, MEA/NEA**

As a result of negotiations and consistent with past practice, clarification of the 2003-2008 HVEA Collective Bargaining Agreement, Article XIV – Insurance Program Paragraph D7 relating to long term disability is as follows:

Teachers on long-term disability will have their health insurance only continued for the duration of the disability insurance.

For the Board

For the Association

Date

Date

ARTICLE XIX – SEVERANCE PAY

- C. Severance and sick day reimbursement payments will be deposited directly into the Huron Valley Schools non-elective tax-deferred plan, in accordance with current IRS regulations.

If the payments exceed the IRS limits, excess funds shall be distributed in this same manner to the non-elective tax deferred plan during the month of January in the next calendar year.

If individuals have yet to attain the age of 55 and elect to withdraw their funds and as a result incur an early withdrawal penalty by the IRS, the members will be reimbursed by Huron Valley so as to not suffer a loss of funds. Individuals covered by this provision shall declare whether or not they plan to withdraw the money early and incur the penalty no later than the final day of the school year of their separation.

Individual members shall select an IRS approved non-elective tax-deferred plan Administrator.

The parties agree to renegotiate the program should there be a change by the applicable Internal Revenue Service tax rulings.

CONTRACT MAINTENANCE COMMITTEE

The following issues will be referred to the Contract Maintenance Committee (as established in Article XXII of the Collective Bargaining Agreement) for resolution:

- 2009-10 Calendar
- AYP Language
- Class Size Language
- Co-teaching Language [support for special education students in general education (ratio)]
- Elementary Assessments
- Grievance Language [clarity and timelines]
- HVS Child Care for HVEA Members [preschool]
- Leaves [religious holidays, adoption, distinction between sick and personal days]
- Schedule B
- Secondary Electives
- Staff Meetings [definition of, frequency]
- Transfer and Recall

The Contract Maintenance shall have its first meeting no later than November 25, 2008.

HVEA STEP AND LANE
2008/09

Addition to 08/09 in red.

A step is not equivalent to a year of HVS service (YoS).

STEP	SALARY A 4.00%	SALARY B 4.00%	SALARY C 5.25% M.A.	SALARY D 5.25%	SALARY E 5.25% M.S. + 36 Ed. Spec
Step	B.A.	B.A. + 18	B.A. + 36	M.A. + 15	Ed. Spec
1	33,831	35,737	37,646	39,162	40,676
2	35,486	37,719	39,950	41,465	42,982
3	37,220	39,808	42,405	43,914	45,431
4	39,230	42,228	45,229	46,744	48,275
5	41,140	44,571	48,001	49,521	51,049
6	43,365	47,284	51,195	52,725	54,253
7	45,483	49,918	54,343	55,586	57,399
8	48,392	53,451	58,506	60,049	61,883
9	51,255	56,977	62,704	64,661	66,621
10	56,979	63,712	70,485	72,584	74,661
YoS** 16	57,549	64,349	71,190	73,310	75,408

Note: If you have a provisional teaching certificate and were hired prior to the 2008-09 school year, you do not advance beyond Lane A, Step 7 until you have earned your professional teaching certificate.

If you have a provisional teaching certificate and were hired for or after the 2008-09 school year, you do not advance beyond Lane A, Step 5 until you have earned your professional teaching certificate.

**** YoS 16: Eligible in sixteenth year with fifteen years of continuous HVS service in HVEA.**

08/09 in black 09/10: find your salary in black from 08/09 and move down one line -see * and **
 A step is not equivalent to a year of HVS service (YoS).
 Additions/changes to 09/10 in red.

STEP	SALARY A 4.00%	SALARY B 4.00%	SALARY C 5.25% M.A.	SALARY D 5.25%	SALARY E 5.25% M.S. + 36 Ed. Spec
Step	B.A.	B.A. + 18	B.A. + 36	M.A. + 15	
0	33,831	35,737	37,646	39,162	40,676
				39,162	40,676
1	35,184	37,166	39,622	41,218	42,811
	33,831	35,737	37,646	41,465	42,982
2	36,592	38,653	41,703	43,382	45,059
	35,486	37,719	39,950		
3	38,055	40,199	43,892	45,660	47,425
	37,220			43,914	45,431
4	39,577	41,807	46,196	48,057	49,914
	39,230	39,808		46,744	48,275
5	41,161	43,480	48,622	50,580	52,535
	41,140	42,228		49,521	51,049
6	42,807	45,219	51,174	53,235	55,293
	43,365	44,571		52,725	54,253
7	44,519	47,027	53,861	56,030	58,196
	45,483				
8	46,300	48,909	56,689	58,971	61,251
		47,284			
9	48,152	50,865	59,665	62,067	64,467
	48,392	49,918			
10	50,078	52,899	62,797	65,326	67,851
		53,451			
11	52,081	55,015	66,094	68,756	71,414
	51,255	56,977			
12	54,165	57,216	69,564	72,365	75,163

YoS** 16	54,706	57,788	70,260	73,089	75,915
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* grandfather Lane A & B step 10, Lane C steps 3-10 and Lane D & E steps 7-10

08/09 3			42,405	3 *	
08/09 4			45,229	4 *	
08/09 5			48,001	5 *	
08/09 6			51,195	6 *	
08/09 7			54,343	7 *	55,586 7 *
08/09 8			58,506	8 *	60,049 8 *
08/09 9			62,704	9 *	64,661 9 *
08/09 10	56,979 10 *	63,712 10 *	70,485 10 *	72,584 10 *	74,661 10 *

YoS** 16 (z)	57,837	64,671	71,546	73,676	75,785
21	58,337	65,171	72,046	74,176	76,285

YoS** (z) YoS 16: Eligible in sixteenth year with fifteen years of continuous HVS employment in HVEA bargaining unit. 0.5% off schedule will be paid during the 09-10 school year.
 YoS 21: Eligible in twenty-first year with twenty years of continuous HVS employees in the HVEA bargaining unit.

Note: If you have a provisional teaching certificate and were hired prior to the 2008-09 school year, you do not advance beyond Lane A, Step 7 until you have earned your professional teaching certificate.

If you have a provisional teaching certificate and were hired for or after the 2008-09 school year, you do not advance beyond Lane A, Step 5 until you have earned your professional teaching certificate.

LETTER OF AGREEMENT BETWEEN
HURON VALLEY BOARD OF EDUCATION
AND THE
HURON VALLEY EDUCATION ASSOCIATION

RE: RELIGIOUS LEAVES

The Letter of Agreement applies to the 2009-2010 school year only and shall not be extended, except in writing and with mutual agreement of both parties.

Through an application request, a member can receive up to three (3) days of paid leave time from the Central Sick Leave Bank for the purpose of recognized religious observances during the 2009/2010 school year.

Said paid leave days shall be deducted from the Central Sick Leave Bank.

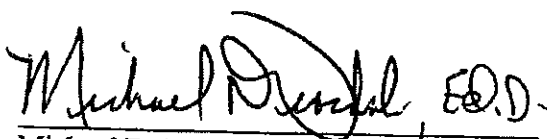
Applicants must inform building administration and Human Resources of the request no later than 10 calendar days prior to the day being requested.

Applications for Religious Observance Leaves shall be provided to members by the Central Sick Leave Bank Committee. Applications must be completed and delivered to the Central Sick Bank Committee at the same time the member notifies the building administrator and Human Resources of the request.

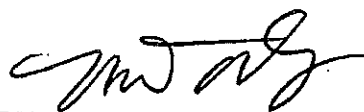
WITNESS:

Huron Valley Schools

Huron Valley Education Association



Michael D. Teasdale, Ed.D.
Exec. Dir. Human Resources



Michael MacGregor, President

03 June 2009

Date

6-3-09

Date

LETTER OF AGREEMENT
BETWEEN HURON VALLEY BOARD OF EDUCATION
AND THE
HURON VALLEY EDUCATION ASSOCIATION

Re: International Academy Letter of Understanding

This Letter of Agreement is entered into between the Huron Valley School District and the Huron Valley Education Association for the purpose of establishing the terms and conditions of employment for teachers employed by the Huron Valley School District and assigned to the International Academy.

The parties, through their undersigned representatives, agree to amend and add the “International Academy Letter of Understanding – July 1, 2004 through June 30, 2007” to the terms of the Huron Valley Education Association 2008-10 collective bargaining agreement. Pro-ration of stipends shall occur for teachers assigned to the International Academy in a less than full-time position.

This amending and addition will go into effect through June 30, 2010.

Witness:

Huron Valley Schools

Huron Valley Education Association

Michael MacGregor, President

Date

Date

LETTER OF AGREEMENT BETWEEN
HURON VALLEY BOARD OF EDUCATION
AND THE
HURON VALLEY EDUCATION ASSOCIATION

RE: ADOPTION LEAVE


The parties agree that up to twenty one (21) consecutive days, fifteen (15) of which may be paid days that come from a members personal sick bank can be taken to be used for the purposes of adoption.

The member shall submit an appropriate FMLA request to Human Resources and notify the building administration as far in advance as possible of the requested leave, but not less than 15 calendar days before the leave would commence.

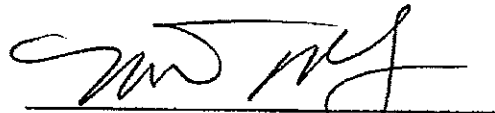
WITNESS:

Huron Valley Schools

Huron Valley Education Association



Michael D. Teasdale, Ed.D
Executive Director of Human Resources



Michael MacGregor, President

03 June 2009
Date

6-3-09
Date