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MASTER AGREEMENT
PROFESSIONAL EMPLOYEES
HUDSON AREA SCHOOLS

Hudson Area Schools Board of Education

MEA
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E. Lansing, MI
48823

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AGREEMENT

THIS AGREEMENT, entered into this 17th day of July, 1967, by and between the Board of Education, Hudson Area Schools, Hudson, Michigan, hereinafter called the Board and the Hudson M.E.A. Teachers Club, hereinafter called the Association.

GENERAL STATEMENT OF POLICY

The Board and the Association agree that the development and implementation of a high quality instructional program is the common goal of the Board and the professional educators who are employed by the Board. It is further agreed that the best way to achieve this common goal is through close cooperation among the Board, the Administration and the teaching staff speaking through its association.

ARTICLE I
RECOGNITION

Section A--Board and Association-The Board recognizes the Association as the exclusive bargaining representative for all certified teaching personnel. The term teacher, when used hereinafter in this agreement, shall refer to all contracted employees represented by the Association in the bargaining or negotiating unit as defined above, but excluding Superintendent, Principals and substitute personnel. The Association represents the probationary teacher in all matters, provided that nothing contained herein shall grant the probationary teacher any rights not already granted under the tenure laws of the State of Michigan.

Section B--Limitations-Nothing contained in this contract shall be construed to deny or restrict to any Teacher rights he may have under the laws of the State of Michigan. The rights granted to the teachers hereunder shall be deemed to be in addition to those provided by law.

ARTICLE II
BOARD RIGHTS

Section A. Board Rights

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

- (1) Management-To the executive management and administrative control of the school system, its properties and facilities, and the activities of its employees:
- (2) Employment-To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion; and to promote, and transfer all such employees;
- (3) Curriculum-To establish grades and courses of instruction, including special programs; to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board.
- (4) Materials-To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching materials, and the use of teaching aids of every kind and nature.
- (5) Assignments-To determine class schedules, and hours of instruction, and the duties, responsibilities and assignments of teachers and other employees with respect thereto,

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and with respect to administrative and non-teaching activities, and the terms and conditions of employment.

Section B. Exercise of Powers

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

ARTICLE III

RIGHTS AND RESPONSIBILITIES OF THE ASSOCIATION

Section A. Furnishing Information-The Board agrees to furnish the Association in response to reasonable requests from time to time, five (5) copies of all available information concerning the financial resources of the district, tentative budgetary requirements, and allocations and such other information as will assist the association in developing intelligent, accurate, informed, and constructive proposals on behalf of the teachers and students.

Section B. Use of Buildings-The Association, or any committee thereof, shall have the right to use school buildings and facilities without charge for professional meetings. Reasonable notice will be given to the Superintendent with respect to time and place to avoid conflicts.

Section C. Deductions

1. The Board agrees to deduct from the salaries of teachers, dues for the Association, the MEA, and the NEA, when voluntarily authorized in writing by each teacher desirous of having his dues deducted. Each teacher shall have his choice of either deferred payments over a period not to exceed three (3) months or all at one time.
2. The Board agrees to make voluntary deductions from the salary of each teacher upon presentation of written authorization to the Superintendent for the following:
 - a. Hospitalization Insurance premiums (limited to one company)
 - b. U.S. Savings Bonds

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Rights and Responsibilities of the Association
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c. Established tax deferred annuity plan premiums.

Deductions will be limited to the three established companies (ie, Indianapolis Life Insurance., Lincoln National Life Ins. Co., Michigan Education Association Annuity) provided, however, deductions will be made for a new teacher coming into the system with an already established plan. Procedure for all payroll deductions will be established by the administration and disbursements will be made for the purpose intended

Section D. Bulletin Boards-Upon request, a bulletin board in each building, shall be made available to the association.

Section E. Staff Meetings-Upon request, time, on the agenda of regular staff meetings shall be granted to the Association for the sole purpose of making announcements.

Section F. Strikes-The Association recognizes that strikes, as defined by Section I of Public Act 336 of 1947 of Michigan, as amended, by teachers, are contrary to law and public policy. The Board and the Association subscribe to the principle that differences shall be resolved by appropriate and peaceful means, including the right to invoke the assistance of the State Mediation Board, in keeping with the high standards of the profession, without interruption of the school program. Accordingly, the Association agrees that during the term of this agreement, it will not direct, instigate, participate in, any strike against the Board by any teacher or group of teachers.

ARTICLE IV

RIGHTS AND RESPONSIBILITIES OF THE TEACHER

Section A. Right to Organize-Pursuant to Act 336 of the Public Acts of 1947 as amended the Board hereby agrees that every teacher shall have the right freely to organize, join and support the Association for the purpose of engaging in negotiations for mutual aid and protection. As a duly elected body exercising governmental power under the laws of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage, deprive or coerce any teacher in the enjoyment of any rights conferred by Act 336 of the Public Acts of 1947 as amended or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages or other terms or conditions of employment by reason of his membership in the Association.

Section B. Discipline-The Board and administration recognize their responsibility to give support and assistance to all teachers with respect to the maintenance of control and discipline in the classroom.

Section C. Assault-Any assault by a child upon a teacher shall be promptly reported to his building principal. In the event of such assault or if a teacher is complained against or threatened with civil court action as a result of the performance of his duties, the teacher involved may, through the Association, request assistance from the Board in such matters, including financial aid for the services of legal counsel. These requests shall be made to the Superintendent of Schools, whose determination, in cooperation with representatives of the Association, of whether the conduct of the teacher involved justifies any assistance from the Board, and the extent thereof shall be final.

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Section D. Safety of Pupils-Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and the property of pupils and the Board, but shall not be responsible for loss or damage to any such property when such loss or damage is not due to gross negligence of the teacher.

Section E. Workman's Compensation-The Board shall carry workman's compensation insurance coverage for all teachers in the manner required by the laws of Michigan.

Section F. Student First Aid-No teacher shall be required to administer any first-aid or medication prescribed for a student

Section G. Student Transportation-No teacher shall be required to transport any child for any reason.

Section H. Protective Clothing-The Board shall provide, in sufficient quantity, special and protective clothing and safety devices required by the nature of the teaching assignment.

Section I. Personal Life of Teachers-The private and personal life of any teacher is not within the appropriate concern or attention of the Board insofar as there is no interference with the performance of his duties and he adheres to any reasonable pattern of behavior accepted by the community for professional persons. No restrictions shall be placed upon the freedom of the teacher to use his own time for gainful employment insofar as it does not interfere with satisfactory performance of school duties or impair his standing with his associates, his students, and the community.

Section J. Evaluation-Evaluation of a teacher shall be conducted openly and with full knowledge of the teacher. Advanced notice

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will be given upon procedures that will be followed. Monitoring or taping of a conversation and class room discussions will not be made without the consent of the teacher.

Section K. Personal File-Any written record used to evaluate the teacher is subject to review by the teacher. A representative of the Association may, at the teachers request, accompany the teacher in this review. Privileged information, such as but not limited to confidential credentials and/or related personal references normally sent at the time of employment are specifically exempt from this review.

Section L. Emergency Placement of Teachers-Teachers shall not be required to assume the responsibilities of absent teachers except for short term emergencies. In the event of such emergencies, the substituting teacher shall receive compensation in the amount of \$ 3.00 per hour. The Board and Association agree that in no case shall a teacher be responsible for providing a substitute.

Section M. Teacher Recommendations-The Board recognizes the special qualifications of the teacher in determining teaching methods and materials and welcomes their suggestions. The Board will request, from time to time, recommendations in this area. The final decision, however, rests solely with the Board and any disagreement shall not be the basis of a grievance.

Section N. Participation Freedom-Nothing contained herein shall require any teacher to be a member of, or participate in the activities of any bargaining organization. Provided, however, that every teacher may be a member and participate in any and all of the activities of the bargaining unit.

ARTICLE V

REQUIREMENTS FOR EMPLOYMENT

Section A. Filing Credentials-Every Teacher shall hold a valid teaching certificate and file credentials, transcripts and applications with the office of the Superintendent.

Section B. Medical Examination

1. Every new teacher shall obtain a health certificate from the district physician (or personal physician at teacher's expense). Such examination shall include a TB chest X-ray or equivalent. The TB check will be made annually thereafter free of charge by the County Health Department or at employee's own expense.
2. In case of an illness requiring an absence of more than one work week, quarantine, or communicable disease, a physician's written statement of clearance to return to employment must be presented to the supervisor. The expense of obtaining the physicians written clearance will be borne by the Board.
3. Upon request by the Board of Education any teacher shall submit to a medical examination by a Doctor of Medicine authorized to practice under the laws of the State of Michigan and the expense of such examination shall be borne by the school district.

Section C. Retirement

1. Teachers shall retire at age sixty-five (65). However, the Board may, upon application of the teacher to the Board continue the employment of a teacher after age sixty-five (65). A health certificate signed by at least one medical doctor,

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and returned in accordance with Section B hereof, showing that said teacher is physically and mentally capable of teaching under the terms of his contract must be presented.

2. Retirement is mandatory at age seventy (70)

ARTICLE VI

NEGOTIATION PROCEDURES

Section A. Commencement of Negotiations-At least 120 days prior to the expiration of this agreement, the parties will exchange memoranda, setting forth the approximate items to be negotiated and determine the date to begin negotiations for a new agreement covering wages, hours, terms and conditions of employment.

Section B. Negotiation Representatives-Neither party shall have any control over the selection of the negotiating representative of the other party and each party may select its own representatives. The final agreement between the parties may not be executed without ratification by a majority of the membership of the association and the majority of the Board but both parties agree that the representative selected by each shall be empowered with the authority to make proposals, and consider proposals in the course of the negotiations, subject only to such ultimate ratification.

Section C. Time and Place of Meetings

1. Negotiations will be held at a mutually satisfactory time at least once a week, unless otherwise mutually agreed.
2. Meetings shall be private and shall not be open to the public or to the news media.
3. The agenda will be exchanged for each succeeding meeting as the last item of business and negotiations shall then be thereafter limited to those items on the agenda unless otherwise mutually agreed.

Section D. Tentative Agreements-All agreements are tentative until final agreement is reached on the complete contract. Tentative

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agreement shall be duplicated, dated and initialed by the chairman of each P.N. team. The first item of business at each meeting will be consideration of the previous meetings minutes.

Section E. Caucus-Either party may caucus at any time.

Section F. Mediation-If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation process of the State Mediation Board.

ARTICLE VII
GRIEVANCE PROCEDURE
STATEMENT OF PURPOSE

The primary purpose of the procedures set forth in this section is to secure at the lowest possible level equitable solutions to the problems of the parties. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at any level of such procedures. Nothing contained herein shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with the principal involved.

Section A. Definition-A grievance shall be an alleged violation of the expressed terms of this contract and/or the inequitable application of written operational rules. It is expressly understood that the grievance procedure shall not apply to those areas in which the tenure act prescribes procedures or authorizes a remedy such as discharge and/or demotion.

Section B. Days

1. School-The term days, as used herein, shall mean days in which school is in session.
2. Summer-In the event a grievance is filed, on or after the first of June, it shall be resolved at the earliest possible time prior to the beginning of the next school year, provided however, where the procedure is limited by a specific number of days, the period for taking action will be extended by 14 calendar days.

Section C. Designated Representative-The Association shall designate one representative per building to handle the grievances when requested by the grievant. The Board hereby designates the

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principal of each building to act as its representative at Level 1 as hereinafter described, and the superintendent, or his designated representative to act at Level 2 as hereinafter described.

Section D. Contents of Written Grievance-Written grievances as required herein, shall contain the following:

1. It shall be signed by the grievant or grievants.
2. It shall be specific.
3. It shall contain a synopsis of the facts, giving rise to the alleged violation.
4. It shall quote at length, the section or subsection of this contract or work rules alleged to have been violated.
5. It shall contain the date of the alleged violation.
6. It shall specify the relief requested.
7. Any written grievance not substantially in accordance with the above requirement may be rejected as improper and such a rejection shall not extend the limitations hereinafter set forth.
8. Form for filing a written grievance is on page 32 schedule D.

Section E. Procedural Levels

1. Level One-Oral Discussion-A teacher believing himself wronged by an alleged violation, of the expressed provisions of this contract and/or unequitable application of written rules shall within five (5) days of its alleged occurrence, orally discuss the grievance with the building principal in an attempt to resolve same. If no resolution is obtained within three (3) days of the discussion, the teacher shall reduce the grievance to writing a proceed within five (5)

days of said discussion to Level Two.

2. Level Two-Written Grievance-A copy of the written grievance shall be filed with the Association, the superintendent, and his designated agent as specified in Level One, with the endorsement thereon of the approval or disapproval of the Association. Within five (5) days of the receipt of the grievance, the superintendent or his designated agent shall arrange a meeting with the grievant and/or the designated association representative at the option of the grievant to discuss the grievance. Within seven (7) days of this discussion, the superintendent or his designated agent shall render his decision in writing, transmitting a copy of the same to the grievant, the association secretary, the building principal in which the grievance arose, and place a copy of same in a permanent file in his office. If no decision is rendered within seven (7) days of the discussion or the decision is unsatisfactory to the grievant and/or the association, the grievant may appeal same to the Board of Education by filing a copy of the written grievance along with a copy of the decision of the Superintendent, with the officer of the Board in charge of drawing up the Agenda for the Boards meeting, not less than five (5) days prior to the next regularly scheduled board meeting.
3. Level Three-Board Hearing-Upon proper application, as specified in Level Two, the Board shall allow the teacher and/or his association representative an opportunity to be heard at the meeting for which the grievance was scheduled. Within

one month from the hearing of the grievance the board shall render its decision in writing. The Board may hold future hearings therein, may designate one or more of its members to hold future hearings therein, or otherwise investigate the grievance, provided however, that in no event, except with the express written consent of the Association, shall final determination of the grievance be made by the Board, more than one month after the initial hearing. A copy of the written decision of the Board shall be forwarded to the superintendent for permanent filing, the building principal for the building in which the grievance arose, the grievant and the secretary of the association.

4. Level Four-Mediations-If the board of education, the aggrieved teacher, and the association shall be unable to resolve any grievance, and it shall involve any alleged violation of a specific article and section of this agreement and/or an inequitable application of a written work rule, it may within ten (10) days after the decision of the board of education, be appealed to the mediation and fact finding procedures established by Act. #379, P.A. 1965. Such appeal shall be in writing and shall be delivered to the Labor Mediation Board and the Board of Education within said ten (10) day period. If not so delivered, the grievance shall be deemed abandoned.

Section F. Abandonment of Grievance-Should a teacher fail to take prescribed action within the time limits specified, or leave the employment of the board, all further proceedings on the previously instituted grievance shall be barred, (except a claim involving a remedy directly benefiting a grievant, regardless of his employment).

Section G. Initiation of Grievances-The Association shall have no right to initiate a grievance involving the right of a teacher or group of teachers without his or their express approval in writing thereon.

Section H. Preparation of Grievances-All preparation, filing, or consideration of grievances shall be held at a time other than that when a teacher or participating association representative is to be at his assigned duty station.

Section I. Exclusion from Grievance Procedure-The following matters shall not be the basis of any grievance filed under the procedure outlined in this article.

1. The termination of services or failure to re-employ any probationary teacher.
2. The placing of a non-tenure teacher on the third year of probation.
3. Any claim or complaint for which there is another remedial procedure or form established by law or by regulation having force of law, including any matter subject to the procedures specified in the teachers tenure act. Act 4 of Public Act Extra session of 1937 of Michigan as amended.

Section J. Personal Resolvment-Any individual employee may at any time present verbal grievances to his employer and have his grievances adjusted without the intervention of a bargaining representative if the adjustment is not inconsistent with the terms of a negotiated master contract or agreement then in effect.

ARTICLE VIII
TENURE POLICY

The Board shall provide tenure to the professional staff according to all provisions of the Tenure law of the State of Michigan, being Act #4 of Public Act. Extra session of 1937 of Michigan as amended.

ARTICLE IX
TEACHING CONDITIONS

Section A--Placement and Assignment

1. The placement and assignment of teachers are made with the primary concern for the needs of the students within the framework of experience, background, and interests of the teacher, provided however, the administration shall retain the right of assignment or transfer of the teaching staff.
2. Teachers shall be assigned by the superintendent to that level of instruction for which they are qualified. Teachers may not be assigned outside the scope of their teaching certificate, except for good cause determined by the Superintendent.
3. Teachers who will be affected by a change in grade assignment in the elementary school grades and by changes in subject assignment in the secondary school grades will be notified by their principals as soon as possible. Every effort will be made to avoid reassignment for probationary teachers.
4. The parties recognize that changes made in grade assignment in the secondary school grades and transfers between schools will be necessary and the right of determination to assign or transfer a teacher is vested in the Board. The Board will not in any case assign or transfer a teacher without prior discussion with said teacher. Such transfers and changes of assignments will be on a voluntary basis whenever

possible. In making involuntary assignments and transfers, the convenience and wishes of the individual teacher will be honored to the extent that these considerations do not conflict with the instructional requirements and the best interest of the school system and the pupils. The needs of the students shall be paramount in granting transfer requests.

5. A good balance of youth and experience is to be sought for schools in the district. Transfers may be utilized to achieve this balance, providing other factors mentioned in this section are followed.

Section B--Pupil-Teacher Ratio-It is recognized by the Board that the pupil-teacher ratio is an aspect of an effective educational program. The Board agrees to continue its effort to keep class sizes at an acceptable number as indicated by the financial condition of the district, the building facilities available, the availability of qualified teachers, and the best interest of the district as deemed administratively feasible. Teachers will be consulted as new facilities are planned. However, the final decision in such matters shall rest with the Board.

Section C--School Day and Teacher's Hours

1. The Teachers shall be in their respective buildings no later than 15 minutes prior to the beginning of the pupils school day and shall remain not less than 30 minutes after the pupils school day. On Fridays and days preceding student vacations, the teachers may leave 15 minutes following the end of the pupil school day. Exceptions to these

- regulations shall be made only with the permission of the building principal or in his absence, the superintendent.
2. The parties recognize that due to the singular nature of a teacher's work, the length of his work week cannot be arbitrarily set, however, the parties also recognize the principle of a 40 hour work week.
 3. The normal full-time weekly teaching assignment of a secondary teacher will be five (5) teaching periods a day and one (1) planning period per day not to exceed one hour each in length. Elementary teachers normally will have full responsibility for their students except during special instructional periods when students are assigned to another teacher or to a person engaged by the Board for supervisory purposes.

Section D--Participation in Extra Curricular Activities.--It is the responsibility of each individual teacher as well as the Board to provide the highest quality education program practical for every boy and girl in the school district. This includes careful daily preparation and attendance of staff meeting and curriculum meetings. Participation in activities such as Open House, P.T.A. meetings, public performances of students, concerts, athletic events and other extra curricular activities shall be encouraged by the Board and the Association.

ARTICLE X

ADMINISTRATIVE FUNCTIONS

Section A--Non Compensable Duties-Assignment of non-compensable extra duties is to be the responsibility of the building principal and shall be equitably carried out with careful consideration given to teaching load, experience, interest and ability.

Section B--Applications for Positions-The teacher may apply for any position at any time. Such applications should be in writing, addressed to the superintendent of schools. Applications will be considered should such a vacancy occur during the school year or during the summer. This application should be renewed annually. In filling a vacancy within the bargaining unit, the Board agrees to give due weight to the professional background and attainments of all applicants and the length of time each has been in the school system and other relevant factors. The decision of the Board, as to the filling of such vacancies shall be final.

Section C--Dismissal, Resignation and Discipline-The Board shall have the right under tenure laws to discipline and dismiss teachers and accept or reject petitions of teachers.

Section D--Operational Rules-Operational rules promulgated by the Administration shall remain in effect unless they are contrary to law or the specific terms of this Agreement.

ARTICLE XI

LEAVES

Section A--Sick Leave with Pay

The teaching staff will be granted sick leave of ten (10) days per year with an unlimited accumulation, provided however the new teacher will be granted his first ten (10) days, on a pro-rated basis of one day per month. Salary will be deducted for each day absent over the amount of sick leave due. If the first year teacher returns to employment and did not exceed the the ten (10) day's maximum sick leave during the first year he will be reimbursed accordingly on the last payroll for the contract year for those days previously deducted. Acceptable reasons for sick leave:

1. Personal illness
2. Personal injury
3. Personal quarantine

The administration reserves the right to require confirmation of such illness or injury from a doctor of medicine authorized to practice under the laws of the State of Michigan.

Section B--Personal Leave with Pay in Lieu of Sick Leave

1. Two days of leave annually will be granted for essential business or personal reasons that cannot normally be taken care of during non-school days. Such leaves shall be considered as days taken in lieu of sick leave and will be within ten days allotted annually for sick leave purposes.

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2. Illness of father, mother, husband, wife, or child shall constitute grounds for leave. Leave, if granted, shall be considered as days taken in lieu of sick leave and shall be within the ten (10) days allotted for that purpose.
3. The principal involved, in cooperation with the superintendent will determine at the time of request if personal leave will be allowed.

Section C--Personal Leave With Pay

1. Death in the immediate family (father, mother, sister, brother, husband, wife, child, parent-in-law, or any other member of the family or household who has clearly stood in the same relationship as any of these) will be granted leave not to exceed a total of three (3) days per year for this purpose to be taken only at the time of death.
2. Leave not to exceed one (1) day shall be granted for the funeral of a grandparent, neice, nephew, first cousin, aunt, uncle, brother-in-law, sister-in-law, daughter-in-law, son-in-law, any extension of this leave must be cleared through the office of the superintendent.
3. Lawfully required absences from school duties such as, but not limited to being called for jury duty and subpoenaed as a witness in a trial are considered leaves under this section.
4. Such leave as defined in this section is not considered a part of the ten (10) days sick leave per year and any leave under this section is non-comulative.

Section D--Professional Leave With Pay-

1. Administrative Assignment leave at the discretion of the

superintendent may be approved for the purpose of attending to school business, conferences or visitation of other schools without loss of pay. Travel and meals, lodging and registration shall be deemed appropriate expenses, reimbursable by the Board as shall the cost of substitute teachers needed to relieve participants. Such attendance shall be approved in advance by the Superintendent and approved professional days shall count as teaching days.

2. Association Assignment-The Board Administration will not refuse leave for Association business up to two (2) man days per year. The Association will re-emburse the Board for the expense of a substitute teacher.

Section E--Professional Growth Leave Without Pay

Any tenure teacher in the Hudson Area Schools may upon written request and may at the discretion of the Board, be granted a leave not to exceed one (1) year for the purpose of study, extensive foreign travel or other activity leading to professional growth. In no event will the Board grant more than one leave during any one school year. Upon returning the following year, the teacher will receive all rights and benefits which he would have received had he been teaching in the Hudson Area Schools the proceeding year, providing however, that employment will not be guaranteed in the same position held prior to professional growth leave.

Section F--Maternity Leave Without Pay

1. Maternity leave granted under this Article shall be without pay and shall be granted at the discretion of the Board.

2. The Teacher shall request a maternity leave at least six (6) months prior to the expected date of birth or adoption. Provided that the Board in its sole discretion, may require a pregnant teacher to take a maternity leave at any time during pregnancy. Each case under this provision shall be considered unique and any action taken in this area will not be considered grounds for grievance.
3. Upon the expiration of granted leave, and upon filing with the Superintendent, a written statement by a physician atesting to her proper health, the teacher shall be entitled to return to the school system.
4. A teacher may make written application to the Superintendent for reinstatement prior to the expiration of the leave granted by the Board of Education provided that she shall make said application at least ninety (90) calendar days in advance of the requested date of return. Exceptions to this notice as required in the proceeding sentence may be made by the Board in case of still birth or miscarriage. The Board reserves the right in its sole discretion to approve accelerated termination of maternity leave on the basis of each individual case.
5. Failure to return from a maternity leave on the date specified in said leave or application shall be conclusively deemed resignation.

ARTICLE XII

TEACHERS SALARY SCHEDULE

Section A--Salaries-The salaries of teachers covered by this Agreement are set forth in Schedule A, Schedule B, and Schedule C, which are attached to the incorporated in this Agreement.

Section B--Basis for Salary-Salary set forth in Schedule A is based upon a school year of a maximum 190 contract days and a minimum of 180 student attendance days. Schedules B and C are determined by the nature of the activity and will be arranged with the teacher so assigned.

Section C--Verification-Verification must be presented showing date of degree and that the additional hours were completed after degree date, to the superintendent of schools prior to September 15th, so a contract change can be made for that school year. All hours must be completed before this date to qualify during that school year. Courses must be in the teacher's subject area fields, apply toward a degree program or have prior approval of the Superintendent of Schools.

Section D--Payment- All employees are paid on a bi-weekly basis.

ARTICLE XIII
TUITION REIMBURSEMENT

Section A--Rate of Reimbursement-Reimbursement at a flat rate of \$15.00 per term hour for each hour taken beyond the Bachelor's Degree shall be paid at the first full pay period after September 30th, and does not become a part of the annual salary.

Section B--Qualifications for Reimbursement

1. Enrollment must be made and hours must be earned while employed by Hudson Area Schools and the teacher must be employed by the district at time of payment.
2. Courses must be in the teacher's subject area fields, apply toward a Degree program, or have prior approval of the Superintendent of Schools.
3. The Superintendent must receive notification of all hours earned during the previous school year and summer by September 15th.

ARTICLE XIV
SEVERABILITY CLAUSE

Should any provision of this Agreement or any application there be found unlawful the remainder of this Agreement shall continue in full force and effect.

ARTICLE XV
WAIVER CLAUSE

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of negotiations and that the understanding and agreements arrived at by the parties after the exercise of the right and opportunity are set forth in this Agreement. Therefore, the Board and the Association for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to negotiate with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated and signed this Agreement. It is contemplated that matters not specifically covered by this Agreement, but of common concern to the parties shall be subject to discussions from time to time during the period of this Agreement upon request of either party. The parties shall undertake to cooperate in arranging meetings, and selecting representatives for such discussions, furnishing necessary information, and otherwise constructively considering any such matters.

ARTICLE XVI
DURATION OF AGREEMENT

This Agreement shall be effective as of July 17, 1967 and shall continue in effect until June 7, 1968 . This Agreement shall not be extended orally.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals.

HUDSON M.E.A. TEACHING CLUB

BOARD OF EDUCATION OF HUDSON
AREA PUBLIC SCHOOL DISTRICT

BY: *Donald W. Bachman*
President

BY: *[Signature]*
President

BY: *Margaret Merrill*
Secretary

BY: *Walter E. Pegg*
Secretary

Salary Schedule 1967-68

Step	B.A.	B.A.+15	M.A.
0	5600	5800	6000
1	5800	6000	6200
2	6000	6200	6400
3	6150	6350	6550
4	6300	6500	6700
5	6450	6650	6850
6	6600	6800	7000
7	6750	6950	7150
8	6900	7100	7300
9	7050	7250	7450
10	7200	7400	7600

Section A. All instructional staff must be on the salary schedule.

- B. The Board will accept full outside teaching experience up to the limits of the salary schedule. This will be retro-active to effect the present teachers in the system, who are not on schedule, for example, those who came into the system with more than five (5) years of teaching experience.
- C. Pay Periods will be every two weeks, every other Friday, except when a pay period ends during a school holiday, i.e., Thanksgiving, Christmas, Easter. Paychecks will be issued on the last day of school preceding the holiday.
- D. The formula for applying the 66.3% of any additional funds above the 1966-67 fiscal year, over \$25,000.00 in State Aid and Real Property Tax Income will be used as follows:
1. Money first will be used to increase increments equally except in Step 1 and 2, until all increments are at \$200.00
 2. Teachers will receive up to \$10.00 per semester credit hour add-on for each semester hour beyond the B.A. +15 step on the schedule and for each semester hour beyond the M.A., for courses applicable to their area or degree program.
 3. Additional money, after completion of Point 2, will be used to increase increments starting at Step 3, all increments to increase equally.

EXTRA CURRICULAR SCHEDULE

HIGH SCHOOL

<u>Position</u>	
Sponsor 12th Grade	\$200.00
Sponsor 11th Grade	200.00
Sponsor 10th Grade	50.00
Sponsor 9th Grade	25.00
Band Director	400.00
Ticket Sales Director	150.00
Cheerleaders	100.00
G.A.A.	150.00
English Department Head	200.00
Forensics	100.00
School Play(s)	200.00
Yearbook	250.00
F.F.A.	100.00
F.H.A.	100.00
F.N.A.	100.00
Science Fair	100.00
Senior High Intra-mural Director Girls	100.00
Senior High Intra-mural Director Boys	100.00
Consession Director	200.00

Schedule B

JR. HIGH SCHOOL

<u>Position</u>	
Sponsor 8th Grade	\$25.00
Sponsor 7th Grade	25.00
Student Council	75.00
Cheerleaders	75.00
G.A.A.	75.00
Band Director	250.00

ELEMENTARY

<u>Position</u>	
Clayton Safety Patrol	50.00
Lincoln Safety Patrol and Service Squad	75.00
Miller Safety Patrol and Service Squad	75.00

MISCELLANEOUS

Teachers will be paid \$2.50 per round trip when requested to be a bus chaperone. Field trips organized by the teacher will not qualify for this reimbursement.

Any groups sponsorship not listed on salary schedule will receive a minimum of \$50.00 with approval of the Superintendent.

COACHING SCHEDULE

1. The following basic schedule will be used to determine starting salaries for new coaches in our school system.
2. Salary upon completion of the first year of coaching will increase five percent (5%) of the starting salary at that position and will continue to increase each year thereafter at five percent (5%) of the previous years coaching salary through ten (10) steps (years of experience). Coaching salaries will be rounded off to the nearest dollar.
3. Years of coaching in other schools will not qualify for additional steps. Movement from one level to another will require a new base salary for the new position but years of experience will be entitled to the five percent (5%) factor.
4. The coaching staff (1964-65) will start on Step 1 of this schedule.

Level I - High School	Basic Schedule Step 0
Athletic Director	\$400.00
Varsity Football	400.00
Varsity Basketball	400.00
Varsity Wrestling	325.00
Varsity Track	250.00
Varsity Baseball	250.00
Varsity Golf	150.00
Varsity Cross Country	150.00

Schedule C

Level II - High School

Basic Schedule
Step 0

Varsity Football Assistant	\$275.00
Varsity Football Assistant	250.00
Junior Varsity Football Head	250.00
Junior Varsity Football Assistant	225.00
Junior Varsity Basketball	250.00
Freshman Basketball	200.00
Trainer	75.00

Level III - Junior High School

Football Head	175.00
Football Assistant	125.00
Basketball - 8th Grade	175.00
Basketball - 7th Grade	150.00
Track	150.00

GRIEVANCE

Grievant

Date filed _____

vs

Hudson Area Schools

1. Date of alledged violation: _____
2. Contract or operational rule violated: (Be specific; give section, sub-section or operational work rule at length - use reverse side if necessary)
3. Facts of violation: (Be specific; give details - use reverse side if necessary)
4. Relief requested: (Be specific)

Association Endorsement

Approved

Disapproved

by _____
President

by _____
Secretary

Grievant

Grievant

Received: _____ day of _____, 196____

Administration Representative

HUDSON AREA SCHOOLS
1967-68 Calendar

August	31	Pre-school Teachers Conferences
September	1	Pre-school Teachers Conferences
September	4	Labor Day--no school
September	5	Registration--morning session--no kindergarten
September	6	All classes begin
September	?	Hillsdale Fair--morning session only
October	11	Curriculum study--school dismissal 2:30 p.m.
October	19-20	Regional MEA meeting--no school
October	20	End of first 6-week marking period--Elementary
October	23-27	Parent-Teacher conference week-Elementary
November	10	End of 1st marking period--Secondary
November	23-24	Thanksgiving recess
December	1	End of second marking period--Elementary
December	13	School-wide curriculum study--dismissal 2:30 p.m.
December	21	Christmas recess--begins at noon
January 1, 1968		No school--New Year's Day
January	2	Classes resume
January	10	School-wide curriculum study--dismissal 2:30 p.m.
January	19	End of first semester (Elem. and Sec. schools)
February	2	County Teachers Institute
February	14	School-wide curriculum study--dismissal 2:30 p.m.
March	1	End of fourth marking period--Elementary
March	4-8	Parent-Teachers conference week-Elementary
March	22	End of Third marking period--Secondary
April	12	Easter Recess begins at noon and end of the 5th marking period--Elementary
April	22	Classes resume
May	30	Memorial Day
June	2	Commencement
June	7	School year ends

Total days in session 181 days

Total days in membership 188 plus 2 pre-conference =190

Membership only days

Labor Day	1	Thanksgiving	1
M.E.A. Conf.	1	New Years Day	1

County Institute	1
Memorial Day	1

Total 7 days