

MASTER AGREEMENT

HUDSONVILLE BOARD OF EDUCATION
HUDSONVILLE EDUCATION ASSOCIATION

SEPTEMBER 1, 1975 - SEPTEMBER 1, 1976

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MASTER CONTRACT

This agreement entered into this 2nd day of September by and between the Board of Education of the Hudsonville Public Schools, Hudsonville, Michigan, hereinafter called the "Board" and the Hudsonville Education Association, hereinafter called the "Association".

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

ARTICLE I

Recognition

- A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined to the extent required by Section 11 of Act 379, Public Acts of 1965, for all professional personnel, including personnel on tenure, probation, classroom teachers, guidance counselors, librarians, speech therapists, remedial reading teachers, and critic teachers employed by the Board but excluding supervisory and executive personnel and office and clerical employees. The term "teacher", when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined.
- B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, provided that the bargaining representative has been given opportunity to be present at such adjustment.
- C. Within thirty days of the beginning of their employment hereunder, teachers may sign and deliver to the Board an assignment authorizing deduction of membership dues of the Association (including the National Education Association, the Michigan Education Association, and the Hudsonville Education Association). Such sum shall be deducted as dues from the regular salaries of all teachers who have signed and delivered said assignment, and remitted monthly to the Association. MEA Plan A will be employed.
- D. Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under the Michigan General School Laws or applicable civil service laws and regulations.

ARTICLE II

Financial Responsibility

- A. 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 to the Association an amount equivalent to the dues uniformly required to be paid by members of the Hudsonville Education Association; provided however, that the teacher may authorize payroll deduction for such fee in the same manner as provided in the preceding article. In the event that a teacher shall not pay such Service Fee

directly to the Association or authorized payment through payroll deduction, as provided in the preceding article, 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 just and reasonable cause for discharge from employment.

- B. The procedure in all cases of discharge for violation of this article 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.
 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. The Board, only upon receipt of said charges and request for termination, shall conduct a due process hearing on said charges, and to the extent that said teacher is protected by the provisions of the Michigan Tenure of Teachers Act, all proceedings shall be in accordance with said Act. In the event of compliance at any time prior to discharge, charges may be withdrawn. The Association, in the processing of charges, agrees not to discriminate between various persons who may have refused to pay the Professional Dues and/or Service Fee.
- C. With respect to all sums deducted by the Board pursuant to authorization of the employee, whether for Professional Dues or Service Fee, the Board agrees promptly to disburse said sums upon direction of the Association.
- D. The Association agrees to assume the legal defense of any suit or action brought against the Board regarding this article of the collective agreement. The Association further agrees to indemnify the Board for any damages which may be assessed against the Board as the result of said suit or action, subject however, to the following conditions:
1. The damages have not resulted from the negligence, misfeasance, or malfeasance of the Board or its agents.
 2. The Association, after consultation with the Board, has the right to decide whether or not to appeal the decision of any court or other tribunal regarding the validity of the section or the defense which may be assessed against the Board by any court or tribunal.
 3. The Association has the right to choose the legal counsel to defend any said suit or action.
 4. The Association shall have the right to compromise or settle any claim made against the Board under this section.
- E. This clause includes all teachers in the bargaining unit who are regularly employed to teach at least half-time or more.

ARTICLE III

Teacher Rights

- A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages or any terms or conditions of employment by reason of his membership in the Association, his participation in any activities of the Association or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. The Board and the Association specifically recognize the right of each to invoke the assistance of the State Labor Mediation Board, or a mediator from such public agency.
- C. No teacher shall be prevented from wearing insignia, pins or other identification of membership in the Association either on or off school premises. One bulletin board, as provided in each teachers lounge shall be made available to the Association and its members.
- D. The Association shall have the free use of school facilities for holding Association meetings during reasonable hours. Request for the use of school facilities will be made in a manner consistent with present policy for building use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use.

ARTICLE IV

Professional Compensation

- A. The salaries of teachers covered by this agreement are set forth in Schedule A which is attached to and incorporated in this agreement. Such salary schedule shall remain in effect during the one year term of this agreement.
- B. Teachers shall not be required to report more than two days prior to the beginning of classes in September or to remain more than two days after the school year is completed. (See School Calendar attached)

ARTICLE V

Teaching Hours

- A. Teachers will arrive at school and be present in the immediate area of their teaching assignment at least 15 minutes prior to the beginning of school and will not leave until 15 minutes after school has closed for the day.

- B. Each member of the Instructional Staff shall have a minimum of thirty minutes of duty-free lunch period from all school-related activities daily. Noon hour supervision on the elementary level shall be assumed by a legally competent adult other than a member of the school staff. Noon hour supervision on the secondary level shall continue as presently established.
- C. Staff members shall attend all school functions scheduled during periods they would normally be assigned classes. Teacher assistance in the selection of assemblies will be solicited.

ARTICLE VI

Teaching Loads and Assignments

- A. Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not be assigned, except temporarily and for good cause, outside the scope of their teaching certification or their major or minor field of study. The Board will diligently attempt to carry out the above, making exceptions only when absolutely necessary.
- B. Teachers who will be affected by a change in grade assignments 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 practicable and prior to June 1st. Such changes will be voluntary to the extent possible. Every effort will be made to avoid reassigning probationary elementary school teachers to different grade levels unless the teacher requests such change.
- C. All secondary teachers shall have one conference period per day. If a teacher is called upon to substitute during a scheduled conference period, he shall be reimbursed at the rate of \$6.00 per period. Teachers may not be called upon to substitute in a given position for more than ten (10) consecutive days.
- D. Recommended maximum class load shall be 150 students per day in the secondary division and 30 students per day in the elementary division, facilities permitting. (Normal academic class)

ARTICLE VII

Teaching Conditions

- A. Telephone facilities shall continue to be made available to teachers for their reasonable use as in the past.
- B. The Board will continue to make adequate parking facilities available to teachers.
- C. The Board agrees to continue providing a teachers lounge in each building.
- D. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex or marital status or membership in or association with the activities of any employee organization. The Board and Association pledge themselves to seek to extend the advantages of public education to every student without regard to race, creed, religion, sex, color or national origin and to seek to achieve full equality of educational opportunity to all pupils.

ARTICLE VIII

Vacancies and Promotions

- A. Whenever any vacancy in any professional position in the district shall occur, the Board shall publicize the same by giving written notice of such vacancy to the Association and providing for appropriate posting in every school building. No vacancy shall be filled, except in case of emergency or on a temporary basis, until such vacancy shall have been posted for seven calendar days. Any teacher may apply for such vacancy.
- B. Vacancies in teaching positions which occur during the school year shall be filled by qualified instructors not currently under contract with the Hudsonville Public Schools for the remainder of the school year. The Superintendent of Schools shall announce the vacancy to the instructional staff when it occurs; interested members of the present staff shall notify the Superintendent of their interest within seven days after receiving the notice of vacancy with the understanding that present staff members may not be transferred during the school year to fill a vacancy. If present staff members indicate an interest in being considered for the vacancy within seven days after posting, the position shall be filled on a temporary basis and shall be declared open at the conclusion of the school year or at an appropriate time near the conclusion of the school year; at that time those members of the present staff who, upon receiving the original notice of vacancy, indicated an interest in the vacated position shall receive consideration for the position. If present members of the instructional staff do not indicate an interest in the vacancy within seven days after posting, the position shall be filled without further limitation.

An August 1st deadline shall apply for posting vacancies for which present staff members shall receive immediate consideration.

Vacancies shall be filled by appointment by the Board of Education after that body has received recommendations from the Superintendent of Schools.

ARTICLE IX

Transfers

- A. The parties agree that unrequested transfers of teachers are to be minimized and avoided whenever possible.
- B. In the event that transfers of teachers appear to be necessary, lists of available positions in other schools shall be posted in the same manner as provided in Article VIII.
- C. Any teacher who shall be transferred to a supervisory or executive position and shall later return to a teacher status shall be entitled to retain such rights as he may have had under this Agreement prior to such transfer to supervisory or executive status.

ARTICLE X

Personal and Family Illness, Disability, Death

- A. Beginning with the 1964-65 school year, each professionally certificated employee of the Hudsonville Public Schools shall be granted ten days sick leave per year for personal illness, disability, injury or death. All earned and unused sick leave shall have unlimited accumulation. Sick leave for each school year shall be credited to each professional employee's sick leave account after the first day of employment of the school year and accumulated sick leave shall be reported to each employee on the first pay day of the school year.
- B. Professionally certificated employees shall be allowed to use sick leave for absence occasioned by the illness, injury or death of a member of the immediate household, for serious injury, illness, or death of a parent, sister, brother, or child of the teacher, and for the bereavement of grandparents of the teacher or spouse.
- C. One day per year personal leave, not accruable, will be granted each member of the instructional staff. If possible, three days notice should be given to the staff member's immediate supervisor. The staff member may not use days prior to or immediately following vacations, or after the first day of May except for emergencies or personal business that cannot be conducted at another time. Fractional use of the personal day cannot be used except in the case of an emergency.
- D. Personal vacations during the school year shall not be granted to staff members.
- E. For all sick leave days in excess of 3 within a given month, the Board may require a physician's certificate verifying physical illness or disability which prevents the teacher from fulfilling his or her teaching responsibilities.
- F. A teacher who knows in advance that he/she will be absent from duties due to illness or disability shall notify his or her supervisor as soon as practical.

ARTICLE XI

Leave of Absence

- A. A leave of absence of one year shall be granted to any teacher, upon application, for the purpose of participating in exchange teaching programs in other states, territories or countries; foreign or military teaching programs; the Peace Corps, Teacher's Corps or Job Corps as a full-time participant in such program; or a cultural travel or work program related to his professional responsibilities; provided said teacher states his intention to return to the school system. Upon return from such leave, a teacher who has been employed as a teacher for seven consecutive years shall receive one year of credit on the salary schedule; others will not receive salary schedule credit for leave of absence time. Salary schedule credit will be amended to remain consistent with Sec. 340.572 of the School Code of 1955. Upon return from leave, a teacher shall be assigned to the same position, if available, or a position for which he is certified.
- B. A leave of absence of one year shall be granted to any teacher, upon application, for the purpose of engaging in study at an accredited college or university reasonably related to his professional responsibilities. Upon return from such leave, a teacher who has been employed as a teacher for seven consecutive years shall receive one year

of credit on the salary schedule; others will not receive salary schedule credit for leave of absence time. Upon return from leave, a teacher shall be assigned to the same position, if available, or a position for which he is certified.

- C. A military leave of absence shall be granted to any teacher who shall be inducted or shall enlist for military duty in any branch of the armed forces of the United States for one tour of duty or for the period of duration in case of national emergency. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule that he held when he left. Upon return from leave, a teacher shall be assigned to the same position, if available, or a position for which he is certified.
- D. Maternity leave of up to 12 months without pay shall be granted a teacher if requested. Such leave shall commence not later than the end of the sixth (6th) month of pregnancy as certified by a licensed practitioner of the healing arts in this state unless other scheduling is requested by the teacher and agreed to by the board. Upon return from leave, a teacher shall be assigned to the same position, if available, or a position for which she is certified; provided, that the teacher has given a sixty (60) day notice of her intent to return and has submitted a favorable medical report from a qualified physician.
- E. Any teacher whose personal illness extends beyond the period compensated under Article X shall be granted a leave of absence without pay for such time as is necessary for complete recovery from such illness. The Board may, in its discretion, require a medical certificate to be furnished by said teacher setting out the nature of his illness together with a prognosis, said certificate to be prepared by a licensed practitioner of the healing arts in this state. Upon return from leave, a teacher shall be assigned to the same position, if available, or a position for which he is certified.
- F. Sick leave deductions shall not be made for job related injuries during that time when the teacher is receiving weekly benefits under Workmen's Compensation.
- G. Leaves of absence with pay not chargeable against the teacher's allowance shall be granted for the following reasons:
 - 1. Absence when a teacher is called for jury service.
 - 2. Time necessary to take the selective service physical examination.
 - 3. Court appearance as a witness in any wherein the teacher is subpoenaed to appear.
- H. The maximum number of leaves of absence as defined in Section A. and B. (above) granted by the Board of Education annually will be as follows:
 - 1. Elementary - Two (2)
 - 2. Junior High - One (1)
 - 3. High School - Two (2)
- I. A leave of absence shall be granted upon application for the purpose of serving as an officer of the Michigan Education Association, or the National Education Association. Upon return from such leave, a teacher shall be placed on the salary schedule as he would have been had he taught in the district during such period.

- J. A leave of absence shall be granted to any teacher upon application for the purpose of campaigning for, or serving in a public office. This leave shall be for a minimum of one year and a maximum of one term in the elected office. Upon return the teacher shall not receive salary schedule credit for leave of absence time.

ARTICLE XII

Reduction of Personnel

- A. In the event it becomes necessary to reduce the number of teachers due to program elimination or reduction, or to reduce the number of teachers in a given subject area, field or program or eliminate or consolidate position/s, the Board shall follow the procedure listed below:
1. Teachers not holding a regular Michigan Provisional, continuing, or qualified certificate will be laid off first, provided there are fully qualified, fully certificated teachers to replace and perform all of the needed duties of the laid off teachers.
 2. If reduction is still necessary, then probationary teachers with the least number of continuous years of teaching in the Hudsonville Public School System will be laid off first, provided there are remaining fully qualified, fully certificated teachers to replace and perform all of the needed duties of the laid off teachers.
 3. If further reduction is still necessary, then tenure teachers with the least number of years of continuous teaching experience in the Hudsonville Public School System will be laid off first, provided there are fully qualified, fully certificated teachers to replace and perform all the needed duties of the laid off teachers.
- B. Fully qualified and fully certificated teachers shall be defined as follows:
1. Teachers who have earned a provisional or continuing teaching certificate in a given subject area, and
 2. who have completed eighteen (18) semester hours of college credit in a given subject area or have taught in the subject area or grade level (elementary) on a regular basis within the last five (5) years preceding the layoff.
- C. Length of service is defined as unbroken service in the Hudsonville Public School System. Leaves of absences, with or without pay, and absences due to layoff are not to be considered a break in service. Time spent on leave or laid off status will not count toward continuous service time.
- D. Recall - In the event of layoff, the Board will institute a recall procedure which will be in inverse order of the above layoff procedure.
- E. Staff positions will not be eliminated after September 1 of a given school year.
- F. Seniority right will be lost by the teacher if the teacher does not return within ten (10) working days when he is recalled from a layoff.
- G. The Board shall give no less than thirty (30) days notice to the teacher being laid off.

ARTICLE XIII

Insurance Protection

- A. Pursuant to the authority set forth in Section 617 of the School Code of 1955, as amended, the Board agrees to provide the teachers with a policy of health and accident insurance provided by the MEA. The Hudsonville Public Schools will participate in the MEA Super Medical I Program coverage at the staff member's request. Costs equal to full coverage under the MEA Super Medical I Program will be assumed by the Board of Education. Part time personnel will receive Health and Accident Insurance on a pro-rata basis; e.g., a teacher employed for three days per week will receive three-fifths of the benefit due to a teacher full time on the same step. Staff members not enrolled in the Super Medical I Program plan for any reason may use an amount equal to the single subscriber Super Medical I rate for insurance options or annuities. It is also agreed that the Board is not obligated hereunder to continue such coverage beyond the policy month in which the teacher's active service terminates, whether permanently or on a temporary basis. The Board's responsibility herein is limited to the providing of benefits and all other obligations shall be governed by the term of the policy contract with the teachers recourse being against the named insurance carrier and not against the Board. Payroll deduction will be made if authorized by teacher.

ARTICLE XIV

Teacher Evaluation

- A. Teacher evaluation has for its primary objective the strengthening of the instructional service. Effective evaluation will require a serious, mature and cooperative approach on the part of all involved.

In the Elementary Division of the Hudsonville Public Schools the Elementary Principal will be responsible for teacher evaluations and recommendation; in the Secondary Division the responsibility lies with the Building Principal and Assistant Principal designated by the Principal.

- B. Teachers in a probationary status shall have at least two complete evaluations made by each evaluator during the school year; one set prior to December 15th and the other prior to March 15th. All new staff members shall be evaluated during the first nine weeks of the school year.

Teachers on tenure shall have at least one evaluation each year with the evaluation made prior to March 1st.

- C. The following procedures shall be observed in the evaluative process:

1. All reports shall be in writing.
2. No letter grades will be used on the evaluation forms. Two designations will be made in each area being evaluated: satisfactory and unsatisfactory.
3. The evaluator must visit each classroom, unannounced, for a minimum period of thirty minutes for each evaluation; he must, within seven days of the evaluation, hold a conference with the teacher being evaluated for the purpose of discussing the evaluation and presenting methods of improving areas of weakness demonstrated by the teacher.

4. Help shall be offered teachers experiencing difficulty and specific suggestions for improvement shall be given and a record be kept of these suggestions. A copy of the list of suggested improvements shall be given to the teacher. Every effort shall be made to help the teacher develop professionally.
 5. The teacher is to receive a copy of the evaluative report.
 6. The teacher may request a conference with the Superintendent of Schools to discuss his evaluation in the presence of the evaluators and any other person of the teacher's choice.
 7. The evaluation form shall be Form No. S 117, printed by Doubleday Brothers, Kalamazoo, Michigan; the white copy shall be filed in the teachers file maintained in the office of the Superintendent of Schools, the yellow copy shall be given to the teacher being evaluated, and the pink copy shall be kept by the evaluator in a locked file.
 8. A written behavioral evaluation will be attached to each S 117 report; the teacher will be given a copy of this written behavioral evaluation. The said teacher shall have the right to attach to the evaluation form, in writing, any objection that he/she may have.
- D. Each teacher shall have the right upon request to review the contents of his own personnel file. A representative of the Association may be requested to accompany the teacher in such review.
- E. Letters of reprimand by the administrator resulting in discipline of a member of the Association, shall be subject to the Grievance Procedure. (Article XV of this contract)

ARTICLE XV

Professional Grievance Negotiation Procedure

- A. For purposes of this Agreement, a grievance is defined as any claim or complaint by an employee or by the Association that there has been a violation, misinterpretation, or misapplication of a specific provision of this Agreement. All such grievances shall be processed as hereinafter provided.
- B. The aggrieved employee shall begin the grievance procedure by informally discussing the matter with his immediate supervisor within five (5) school days after the facts become known, with the object of informally resolving the matter. If not so resolved, a written statement of the grievance, signed by the grievant, shall be filed with his immediate supervisor within five (5) school days after such informal discussions. Such statement shall recite the facts alleged, the provision of the Agreement involved, and the relief requested. Within five (5) school days thereafter, the aggrieved employee and his immediate supervisor and a representative of the Association shall meet to discuss the matter in an effort to resolve it.
- C. If not resolved at such meeting, a written answer to the grievance shall be given by the immediate supervisor within five (5) school days after such meeting. If the employee is not satisfied with that answer, he shall then forward the grievance and answer to the Superintendent within five (5) school days after receipt of the answer. The aggrieved employee and a representative of the Association shall meet with the Superintendent within five (5) school days thereafter to discuss the matter in an effort to resolve it.

- D. If not settled at such meeting, the Superintendent or his designee shall give his written answer within five (5) school days of such meeting to the aggrieved employee and the Association. If not settled as a result of such answer, either the Board or the Association shall have the right to appeal the dispute to a mutually satisfactory arbitrator under and in accordance with the rules of the American Arbitration Association. Such appeal must be taken by written notice given to the other party within five (5) school days from the date the answer is given.
- E. In the event of a general grievance the President of the Association has the right to file a grievance which would go directly to the Superintendent under Section D and follow the procedure as outlined thereafter.
- F. Notwithstanding the expiration of this agreement, any claim of grievance arising thereunder may be processed through the grievance procedure until resolution.
- G. A teacher engaged during the school day in any professional grievance negotiations on behalf of the Association with any representative of the Board shall be released from regular duties without loss of salary. If any negotiations are requested by the Board which will involve the teacher during the school day, the teacher will be released from regular duties without loss of pay.
- H. The arbitrator shall have the power and authority as set forth herein to resolve such grievances.
1. It is expressly agreed that the power and authority of the arbitrator shall be limited in each case to the resolution of the question submitted to him. It is further specifically agreed that the arbitrator shall have no power to add to, subtract from, or modify, any of the terms of this Agreement. The decision of the arbitrator shall be final and binding on both parties.
 2. The fees and expenses of the arbitrator shall be shared equally by the Board and the Association. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other. If either party want an official transcript of the proceedings, the said party shall pay full cost.
 3. No decision in any case shall require a retroactive adjustment in any other case.
 4. The arbitrator shall have no power to establish salary scales.
 5. The arbitrator shall have no power to rule on any of the following:
 - a. Failure to re-employ any probationary teacher.
 - b. The placing of a non-tenure teacher on a third year of probation.
 - c. Failure to re-employ any teacher to an extra contract assignment.
 - d. Any claim or complaint for which there is another remedial procedure or forum established by law or by regulation having the force of law, including any matter subject to the procedures specified in the Teacher's Tenure Act (Act IV Public Acts, Extra Session, of 1937 of Michigan, as amended).
 - e. Teacher Evaluation Form No. 117, Doubleday, Kalamazoo, Michigan as outlined in Article XIV, Paragraph 7 of 1974-1975 contract.

- I. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15, or any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as may be possible. Failure to institute a grievance or appeal a decision within the time specified shall be deemed acceptance of the decision at that level. Should the Association withdraw a grievance at any level, no further proceedings shall be had. If the Board fails to comply with any time limit, the grievance shall be deemed granted. For purposes herein, "days" shall mean scheduled school days.

ARTICLE XVI

Miscellaneous Provisions

- A. The Board agrees at all times to maintain an adequate list of substitute teachers. Teachers shall be informed of a telephone number they may call before 7:30 A.M. to report unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher.
- B. No polygraph or lie detector device shall be used in any investigation of any teacher or pupil.
- C. This agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement so long as this Agreement is in force.
- D. Copies of this Agreement shall be printed at the expense of the Board and presented to all teachers now employed or hereafter employed by the Board.
- E. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provisions or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
1. The Association agrees not to engage in or encourage strike action.
 2. The Association agrees that an injunction may be issued by a court of competent jurisdiction against a strike engaged in by members of the Association.
- F. Student Teachers
The Board of Education and administration shall cooperate with area colleges in training programs related to the teaching profession with the following qualifications:
1. Teachers shall reserve the right to refuse to have a student teacher.
 2. No teacher shall have a student teacher under his supervision unless said teacher has obtained tenure status.
 3. No teacher shall have more than one student teacher during any school year.

4. Student teachers shall be placed only in areas for which they have been trained (I.E. Major or Minor area of study in college).
5. Whenever a student teacher is to serve more than one teacher at the same time, one of the supervising teachers shall be designated as head teacher.
6. At no time shall the ratio of student teachers to regular teachers exceed 25% in any one building.
7. The student teacher may be placed in the role of substitute teacher for his immediate supervising teacher only.
8. A student teacher shall not serve as a substitute for another teacher that is missing in the school system.
9. A student teacher may upon his consent serve the role of a substitute for his own supervising teacher in case the supervising teacher is ill. However, this term of service as a substitute without the presence of a supervising teacher shall not last for more than five (5) school days.
10. No supervising teacher shall substitute for another teacher during the hours a student teacher is under his supervision.

G. Compensation and Related Benefits

1. Salary Checks and Deductions

- a. Professional personnel shall receive their contracted salary in either twenty-six or twenty equal payments or every two weeks during the school year. The twenty payment option will be limited to ten per cent of the professional staff as selected by the HEA and must be exercised prior to the first pay period in September. Payment shall be in the form of a deposit made in the name of each teacher with the Old Kent Bank of Grand Rapids or a payroll check. A deposit receipt indicating a summary of earnings and deductions together with the net amount of each deposit shall be furnished to the teacher on the day of deposit. In addition to usual deductions, contributions to credit unions and tax deferred annuities of the teacher's choice may be made.
- b. Retiring staff members will be paid in full on the last payroll in June following their last year of service.
- c. Teachers paid for extra contracts have the choice of:
 - A. Extra duty pay added to regular pay installments.
 - B. Receiving extra duty pay in a lump sum in December, providing service is completed.
 - C. Receiving extra duty pay in a lump sum at the end of the school year.

- H. All teachers will be required to attend one teachers meeting per month, general or divisional, beginning at 3:30 P.M. The meeting shall be of two hours or less duration. Teachers involved in other school-related activities will not be excused from teachers meetings.

I. Conference Funds

1. In recognition of the rapidly expanding fields of knowledge, the parties hereby agree to establish a conference committee composed of two (2) administrators appointed by the Board and three (3) teachers appointed by the executive board of the H.E.A.

The Conference Committee shall administrate \$5,400 annually for teacher conferences. This sum of money shall be used to finance all expenses related to conferences with the exception of substitute teachers which the Board will provide. Money left over at the end of the school year shall be carried to the next school year.

2. The Conference Committee shall have the following powers:
 - a. Regulate application procedures.
 - b. Set forth operation rules.
 - c. Make final decisions as to permission of application requests.

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

3. The conference committee shall furnish a complete annual financial report by June. This report should specify the amount used by each individual teacher and the type of conferences attended by that teacher.
4. The committee should also specify in the report the amount of conference monies used for extra curricular conferences.

J. Summary of Article V, Teacher Tenure Act

1. Teachers may be discharged only for reasonable and just cause, and only after charges concerning the character of professional services have been filed, notice served and hearing on the determination of such charges been made in accordance with Article IV of the Tenure Act.
2. If charges are filed against a teacher as provided in Article IV, Section 2, of the Tenure Act, the Board of Education may suspend the accused teacher from active performance of duty until a decision is rendered by said Board of Education, but the teacher's salary shall continue during such suspension.
3. A teacher shall have the right to appeal any decision of the Board of Education of the Hudsonville Public Schools within thirty (30) days of the Boards decision, to the State Tenure Commission.
4. Method of appeal and conduct of hearing to be in accordance with the provisions of the Tenure Act.

ARTICLE XVII

Management Rights Clause

- A. The Board retains all rights and powers to manage the enterprise and to direct the employees, except as otherwise expressly provided in this agreement.

ARTICLE XVIII

Duration of Agreement

This Agreement shall be effective as of September 1, 1975, and shall continue in effect for one year until the first day of September, 1976. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

BOARD OF EDUCATION

By _____
School Board Negotiator

By _____
School Board Negotiator

HUDSONVILLE EDUCATION ASSOCIATION

By _____
President

By _____
Secretary

1975-1976
SALARY SCHEDULE

BA BASE: \$10,000

MA: \$ 750 + \$20 increment/step + \$450 on Step 12

<u>STEP</u>	<u>EXPERIENCE</u>	<u>INDEX</u>	<u>BA SALARY</u>	<u>BA + 15 SALARY</u>	<u>BA + 30 SALARY</u>	<u>MA SALARY</u>	<u>MA + 15 SALARY</u>
1	0	1.00	10,000	10,150	10,650	10,750	10,950
2	1	1.05	10,500	10,650	11,150	11,270	11,470
3	2	1.10	11,000	11,150	11,650	11,790	11,990
4	3	1.15	11,500	11,650	12,150	12,310	12,510
5	4	1.20	12,000	12,150	12,650	12,830	12,980
6	5	1.25	12,500	12,650	13,150	13,350	13,500
7	6	1.30	13,000	13,150	13,650	13,870	14,020
8	7	1.35	13,500	13,650	14,150	14,390	14,540
9	8	1.40	14,000	14,150	14,650	14,910	15,060
10	9	1.45	14,500	14,650	15,150	15,430	15,580
11	10	1.50	15,000	15,150	15,650	15,950	16,100
12	11	1.55	15,500	15,650	16,150	16,920	17,070
15	14	1.60	(16,000)*	(16,150)*	16,650	17,440	17,590
20	19	1.65	(16,500)*	(16,650)*	17,150	17,960	18,110
25	24	1.70	(17,000)*	(17,150)*	17,650	18,480	18,630

*APPLIES ONLY TO THE FOLLOWING EMPLOYEES:

Fanny DeKleine, Elaine Garvelink, Loula Palmbos, Geraldine Roelofs and Betty VanDenBerg

The number of steps in this schedule is not negotiable through the 1977-78 contract.

1975-1976
SALARY SCHEDULE

BA BASE: \$ 9,523.81 + 5% retirement

MA: 750.00 + \$20 increment/step + \$450 on Step 12

<u>STEP</u>	<u>EXPERIENCE</u>	<u>INDEX</u>	<u>BA SALARY</u>	<u>BA + 15 SALARY</u>	<u>BA + 30 SALARY</u>	<u>MA SALARY</u>	<u>MA + 15 SALARY</u>
1	0	1.00	9,523.81	9,666.67	10,142.86	10,238.10	10,428.57
2	1	1.05	10,000.00	10,142.86	10,619.05	10,733.33	10,923.81
3	2	1.10	10,476.19	10,619.05	11,095.24	11,228.57	11,419.05
4	3	1.15	10,952.38	11,095.24	11,571.43	11,723.81	11,914.29
5	4	1.20	11,428.57	11,571.43	12,047.62	12,219.05	12,361.90
6	5	1.25	11,904.76	12,047.62	12,523.81	12,714.29	12,857.14
7	6	1.30	12,380.95	12,523.81	13,000.00	13,209.52	13,352.38
8	7	1.35	12,857.14	13,000.00	13,476.19	13,704.76	13,847.62
9	8	1.40	13,333.33	13,476.19	13,952.38	14,200.00	14,342.86
10	9	1.45	13,809.52	13,952.38	14,428.57	14,695.24	14,838.10
11	10	1.50	14,285.71	14,428.57	14,904.76	15,190.48	15,333.33
12	11	1.55	14,761.90	14,904.76	15,380.95	16,114.29	16,257.14
15	14	1.60	(15,238.10)*(15,380.95)*	15,857.14	16,609.52	16,609.52	16,752.38
20	19	1.65	(15,714.29)*(15,857.14)*	16,333.33	17,104.76	17,104.76	17,247.62
25	24	1.70	(16,190.48)*(16,333.33)*	16,809.52	17,600.00	17,600.00	17,742.86

*APPLIES ONLY TO THE FOLLOWING EMPLOYEES:

Fanny DeKleine, Elaine Garvelink, Loula Palmbo, Geraldine Roelofs and Betty VanDenBerg

The number of steps in this schedule is not negotiable through the 1977-78 contract.

NON-TENURE SALARY SCHEDULE

Coaches Salary Based on % of B.A. Step, Based on Coaching Experience

	<u>1975-1976</u>	<u>1976-1977</u>	<u>1977-1978</u>
FOOTBALL			
Varsity Coach	10.1 %	10.8 %	11.5 %
Varsity Assistant	7.1 %	7.8 %	8.5 %
Reserve Head Coach	6.87%	7.44%	8.0 %
Reserve Assistant	5.9 %	6.5 %	7.0 %
Freshmen Head Coach	5.8 %	6.4 %	7.0 %
Freshmen Assistant	5.0 %	5.5 %	6.0 %
BOYS BASKETBALL			
Varsity Head Coach	10.1 %	10.8 %	11.5 %
Junior Varsity	7.1 %	7.8 %	8.5 %
Freshmen	6.4 %	7.2 %	8.0 %
8th Grade	5.0 %	5.3 %	5.5 %
7th Grade	5.0 %	5.3 %	5.5 %
GIRLS BASKETBALL			
Varsity Coach	6.8 %	7.2 %	8.0 %
Junior Varsity	5.0 %	5.5 %	6.0 %
8th Grade	3.5 %	3.75%	4.0 %
7th Grade	3.5 %	3.75%	4.0 %
Golf	6.1 %	6.6 %	7.0 %
Cross Country	6.0 %	6.0 %	6.0 %
Varsity Baseball	7.6 %	7.8 %	8.0 %
Junior Varsity Baseball	6.1 %	6.6 %	7.0 %
Wrestling	8.0 %	9.0 %	10.0 %
Junior High Wrestling	4.0 %	4.5 %	5.0 %
Swimming - Head Coach	9.0 %	9.5 %	10.0 %
Junior High Swimming	5.5 %	5.8 %	6.0 %
Boys Tennis	7.0 %	7.5 %	8.0 %
Girls Tennis	5.0 %	5.5 %	6.0 %
Varsity Track Coach	7.6 %	7.8 %	8.0 %
Assistant Track	5.5 %	5.8 %	6.0 %
Junior High Track	5.0 % (2)	5.3 % (2)	5.5 % (2)
Varsity Softball	5.4 %	6.2 %	7.0 %
Junior Varsity Softball	5.0 %	5.5 %	6.0 %
Varsity Volleyball	5.7 %	6.4 %	7.0 %
Junior Varsity Volleyball	5.0 %	5.5 %	6.0 %
High School Cheerleading	4.5 %	5.3 %	6.0 %
Junior High Athletic Director	3.3 %	3.7 %	4.0 %
Junior High Cheerleading	\$3.00	Per Hour	
" " Softball	3.00	" "	
" " Volleyball	3.00	" "	
Vantage Point	6.0 %	of B.A. Step based on experience	
Debate Coach	\$250.00		
Camera Club	250.00		
Chess Club	150.00		
Play Directors	300.00	Per Play	
Elementary Athletic Supervisors	250.00	Per Building	
All Extramural & Intramural	3.00	Per Hour	
Bowling	300.00		

Senior Class Sponsor or Sponsors	The total sum of \$300.00							
Junior	"	"	"	"	"	"	"	\$200.00
Sophomore	"	"	"	"	"	"	"	50.00
Freshmen	"	"	"	"	"	"	"	50.00

All mileage recorded by coaches on scouting assignments of athletic department, shall be paid for by the school district at a rate specified by the Master Agreement, providing a school car is not available.

Part-Time Teachers -

Teachers employed on a part-time basis throughout the school year shall be governed by policies affecting full time staff members. Payment for services rendered shall be on a pro-rata basis as follows:

$$\text{Payment} = \text{Full-time salary} \times \text{fraction of time employed.}$$

Summer School Teachers -

Summer School teaching positions shall be adjudged as "Extra Duty for Extra Pay" positions and excluded from tenure. Teachers employed for summer school positions shall be paid at the rate of \$7.50 per hour for the 1975-76 school year.

Adult Education Teachers -

Adult Education teaching positions shall be adjudged as "Extra Duty for Extra Pay" positions and excluded from tenure. Teachers employed for Adult Education positions shall be paid at the rate of \$7.50 per hour for the 1975-76 school year.

Driver Education -

Driver Education teaching positions shall be adjudged "Extra Duty for Extra Pay" positions and excluded from tenure. Teachers employed as Driver Education instructors shall be paid at the rate of \$7.50 per hour for the 1975-76 school year.

Band and Choir Rehearsals and Performances -

The Band and Choir Directors may, upon arrangement with the Superintendent of Schools, call special rehearsals for their organizations and participate in District festivals or other "day long" events. Remuneration shall be at a rate of \$6.00 per hour for rehearsals and \$7.50 per hour for evening concerts or performances and not more than \$60.00 per day for "day long" events; such as, District festivals, provided school is not in session on that day.

Temporary and Part-time Personnel -

Replacement Teachers - Teachers employed for part of a school year as replacements for members of the regular staff shall be subject to policies governing employment of regular teachers. Payment for services shall be computed in accordance with the following formula:

$$\text{Payment} = \frac{(\text{number of teaching days (including holidays and institute days remaining in school year)})}{(\text{Total number of teaching days in school year})}$$

Substitute Teachers - Substitute teachers shall, after 10 consecutive days in the same teaching station, be placed on current index according to teaching experience and educational level.

Reimbursement for Advanced Study -

Those members of the staff having a permanent teaching certificate on file at the Superintendent's office will be allowed the maximum grant of one hundred dollars (\$100.00) per teacher per year for two or more semester hours of credit included in a degree program or designed to improve the teacher's competency. The course or

courses must be taken and successfully completed during the contract year (September 1 - September 1). Evidence of successful completion may be in the form of a grade card or transcript. Since decisions regarding this section are entrusted to the conference committee (see Section C, Page 19), it may be advisable for the teachers to submit his plans for enrollment to said committee in advance.

The allocation of these funds is not a part of the conference committee budget.

Transfer Credit Policy -

Professional personnel transferring to the Hudsonville Public School District from another school district will receive full credit on the salary schedule for the first six years of outside teaching experience and one-half credit for the next four years of outside experience. This transfer of credit policy is not retroactive to arrangements made prior to 1970-71 school year.

In transferring credit from the non-degree to the degree schedule, the following formula shall be applied:

Credit = $3/4$ (A+B) wherein "A" = outside credit as evaluated above, and "B" = Hudsonville credit. (A+B) shall not exceed eight years.

The adjustment will be made on a pro rata basis at the beginning of the semester after the degree has been obtained.

Additional Salary Grants -

One Hundred Fifty Dollars (\$150.00) will be added to the salary of teachers who have earned 15 or more semester hours of credit applicable towards a Master's Degree. This adjustment will be made on a pro rata basis at the beginning of the semester after the fifteen semester hours have been earned.

Salary schedule benefits for teachers receiving a Master's Degree will begin at the beginning of the semester following the diploma date.

The adjustment from the B.A. + 15 to the B.A. + 30 schedule will be made on a pro rata basis at the beginning of the semester after the 30 semester hours have been earned.

Salary adjustments for teachers progressing from the M.A. to the M.A. + 15 schedule will be made at the beginning of the semester after the 15 hours have been earned on a pro rata basis.

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

CALENDAR FOR THE 1975-76 SCHOOL YEAR

AUGUST							1975		FEBRUARY							1976	
					1	2			1	2	3	4	5	6	7		
3	4	5	6	7	8	9			8	9	10	11	12	13	14		
10	11	12	13	14	15	16			15	16	17	18	19	20	21		
17	18	19	20	21	22	23			22	23	24	25	26	27	28		
24	25	26	27	NTO	29	30			29								
31																	20
SEPTEMBER							1975		MARCH							1976	
	LD	TC	S	4	5	6				1	2	3	4	5	6		
7	8	9	10	11	12	13			7	8	9	10	11	12	13		
14	15	16	17	18	19	20			14	15	16	17	18	19	20		
21	22	23	24	25	26	27			21	22	23	24	25	26	27		
28	29	30					20		28	SV	SV	SV					20
OCTOBER							1975		APRIL							1976	
			1	2	3	4							SV	SV	3		
5	6	7	8	9	10	11			4	5	6	7	8	9	10		
12	13	14	15	16	17	18			11	12	13	14	15	16	17		
19	20	21	22	23	24	25			E	19	20	21	22	23	24		
26	27	28	29	30	31		23		25	26	27	28	29	30			20
NOVEMBER							1975		MAY							1976	
						1											
2	3	4	5	6	7	8			2	3	4	5	6	7	8		
9	10	11	12	13	14	15			9	10	11	12	13	14	15		
16	AIS	18	19	20	21	22			16	17	18	19	20	21	22		
23	24	25	26	TV	TV	29			23	MD	25	26	27	28	29		
30							18		30	31							20
DECEMBER							1975		JUNE							1976	
	1	2	3	4	5	6					1	2	C	LS	5		
7	8	9	10	11	12	13			6	7	8	9	10	11	12		
14	15	16	17	18	19	20			13	14	15	16	17	18	19		
21	22	23	CV	CV	CV	27			20	21	22	23	24	25	26		
28	CV	CV	CV				17		27	28	29	30					4
JANUARY							1976		JULY							1976	
				CV	CV	3							1	2	3		
4	5	6	7	8	9	10			4	5	6	7	8	9	10		
11	12	13	14	15	16	17			11	12	13	14	15	16	17		
18	19	20	21	ES	IS	24			18	19	20	21	22	23	24		
25	26	27	28	29	30	31	19		25	26	27	28	29	30	31		

STUDENT DAYS - 181

NTO - New Teachers' Orientation
 LD - Labor Day
 TC - Teachers' Conferences
 S - School begins
 AIS - After School Inservice
 TV - Thanksgiving Vacation
 CV - Christmas Vacation
 ES - End of Semester

IS - Day Long Inservice
 SV - Spring Vacation
 E - Easter
 MD - Memorial Day
 C - Commencement
 LS - Last Day of School