

Master Agreement

Between The

Hudson Board of Education

and the

**Lenawee County Education
Association,
HEA, MEA/NEA**

1993-96

Hudson Area Schools



MASTER AGREEMENT

4000 Series

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AGREEMENT

4100

This Agreement, entered into this ___th day of _____ 199__ by and between the Board of Education, Hudson Area Schools, Hudson, Michigan, hereinafter called the Board and the Lenawee County Education Association, hereinafter called the Association.

ARTICLE I: GENERAL STATEMENT OF POLICY

4101

The Board and Association agree that the development and implementation of a high quality instructional program is the common goal of the Board and Association. It is further agreed that the best way to achieve this common goal is through close cooperation between the Board, Administration, Teachers, and Association.

ARTICLE II: RECOGNITION

4102

The Board recognizes the bargaining unit represented by the Lenawee County Education Association to include all full-time regular teachers including guidance counselors and librarians employed under annual contract by the Hudson Area Schools. Excluded from the Association are full or part-time supervisory, executive or administrative personnel, business manager, athletic director, Title I director, reading director, curriculum coordinator, psychologists, social workers, therapists, CETA employees, director of community schools, special education coordinator, community school program teachers, adult education teachers, substitute teachers, per diem appointments, teachers on leave, school nurse, office and clerical employees, aides and paraprofessionals, custodial and all other personnel.

ARTICLE III: BOARD RIGHTS

4103

The Association recognizes that the Board has the responsibility and authority to manage and direct, on behalf of the public, all the operations and activities of the school enterprise to the full extent authorized by law, provided that such rights and responsibilities shall be exercised by the Board in conformity with the provisions of this Agreement.

Powers

4103.1

Assignments

4103.1a

To determine class schedules, hours of instruction, the duties, responsibilities and assignments of teachers, and other employees with respect to administrative and school related activities.

Curriculum

4103.1b

To establish grade levels and course of instruction, including special programs; to provide for athletic recreational and social events for students.

Employment

4103.1c

To hire and dismiss all employees subject to the provisions of law; to determine qualifications and conditions for continued employment; and to promote, demote and transfer all such employees.

Management

4103.1d

To control the executive management and administrative duties, properties, facilities of the school system and school related activities of its employees.

Materials

4103.1e

To decide upon the means and methods of instruction, the use of teaching materials, teaching aids of every kind and nature, but suggestions from the staff regarding selections will be considered.

Exercise of Powers

4103.2

The exercise by the Board of the foregoing powers, rights, authority, duties and responsibilities and the adoption of policies, rules, regulations, practices and the use of judgement and discretion with their administration shall be limited only by the specific and express terms of the Agreement.

ARTICLE IV: ASSOCIATION RIGHTS AND RESPONSIBILITIES

4104

LCEA Letter

4104.1

By September 1 of each school year, the LCEA will notify the Board, in writing, of those local representatives who are empowered to act on behalf of the Association.

Dues and Payroll Deductions

4104.2

Any teacher who is a member of the Association, or who has applied for membership, may sign and deliver to the Board, an assignment authorizing deduction of Professional Dues in the Association which sum shall be in the amount of \$_____ for the school year and shall thereafter be as established by the Association annually by September 1st in writing to the Superintendent. Such authorization shall continue in effect from year to year unless revoked in writing between June 1st and September 1st of any year. Pursuant to such authorization, the Board shall deduct one-ninth of such dues from the second regular salary check of the teacher each month for nine (9) months beginning in September and ending in May each year, or in

equal amounts from the contract settlement for the balance of the school year ending in June. Any teacher who shall not perform services for an entire month of the school year shall have his dues reduced by one-ninth of the yearly dues for each entire month he did not work, except where the failure to perform services during any month was the result of the teacher taking any leave of absence or sick leave provided for in this contract or when compensation is received from the district.

Benefit Fee

4104.2a

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 as a Representation Benefit Fee to the Association a legally permissible amount as specified by the Association, provided, however, that the teacher may authorize payroll deduction for such fee in the same manner as provided in the preceding paragraph. In the event that a teacher shall not pay such Representation Benefit Fee directly to the Association or authorize payment through payroll deductions, as provided in the preceding paragraph, the Board shall proceed with termination of employment in compliance with applicable legal requirements. Actual termination will occur at the end of the semester following such compliance by the Board. The parties expressly recognize that the failure of any teacher to comply with the provisions of this Article is cause for discharge from employment, since the establishment of said Representation Benefit Fee is herewith deemed to be the sum required to insure that non-members pay their proportionate share of the costs of obtaining and administering the benefits to be received hereunder.

Disbursement of Dues or Fees

4104.2b

With respect to all sums deducted by the Board pursuant to authorization of the employee, whether for Professional Dues or Representation Benefit Fee, the Board agrees to disburse said sums upon direction of the Association, by the 10th of each month following the payroll when dues are deducted.

Discharge

4104.2c

The procedure in all case of discharge for violation of this Article shall be as follows:

The LCEA 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 will be filed with the Board in the event compliance is not affected.

If the teacher fails to comply, the LCEA 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.

At the request of the teacher or LCEA such request for discharge may be withdrawn at any time prior to discharge.

The LCEA in the processing of charges, agrees not to discriminate between various persons who may have refused to pay the Professional dues.

Legal Defense

4104.2d

The Association will save the Board harmless from any and all costs including witness and attorney's fees or other incidental costs of conducting a hearing or of the prosecution or defense of any action claimed or otherwise to which the Board of Education may be liable by virtue of enforcing the provisions of the Article IV.

Facilities

4104.3

Bulletin Boards

4104.3a

A bulletin board shall be made available in each building for the Association business affecting employees in the school district.

Use of Buildings

4104.3b

The board will provide facilities for meetings of the LCEA unit members. All meetings will be scheduled when students are not in session. Custodial services are available when requested facilities are available. A charge may be required. Such meetings shall be scheduled with the Superintendent in writing five (5) days preceding such facility use.

Furnishing Information

4104.4

The Board agrees to furnish the Association in response to reasonable requests in writing, five copies of all available information concerning the financial resources of the district pertaining to the current fiscal year. This shall include budget requirements, allocations and such other information as will assist the Association in developing proposals. Material previously provided will only be provided at costs. The Board shall also provide a copy of the proposed Board Agenda to the Association President when it is provided to the Board members.

Staff Meetings

4104.5

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

Strikes

4104.6

The Association recognizes that strikes are contrary to law and public policy. The Board and Association subscribe to the principle that differences shall be resolved by law. Accordingly, the Association agrees that during the term of this agreement or after expiration of the agreement until fact finding has been used, it will not direct, instigate, participate in any strike against the Hudson Area Schools by any teacher or group of teacher without loss of all benefits, economic or otherwise, provided by this "Master Agreement." The Board of Education shall be entitled to reschedule any days lost in the event school is closed due to strikes by school district employees

which do not allow such days to be counted as days of student instruction. The rescheduling of such days shall not entitle employees to additional compensation over and above their regularly contracted salary. The dates of any re-scheduled days would be subject to negotiation.

ARTICLE V: RIGHTS AND RESPONSIBILITIES OF THE TEACHERS

4105

Academic Freedom

4105.1

The Board and the Association agree that the presentation, study and investigation of physical, biological, societal and political causes are vital components of the educational process. Therefore, the Board agrees to support and protect teachers within the scope of adopted established district curriculum areas which may be viewed as controversial, but nonetheless contribute to the overall objective of a fully developed educational program. Teachers will be kept advised of any curriculum guidelines established by the Board. Teachers will be expected to comply with Board guidelines which affect their subject areas.

Assault

4105.2

Any assault by a student 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, who will determine, in cooperation with representatives of the Association, whether the conduct of the teacher involved justified any assistance from the Board. As each situation would be unique the normal grievance procedure provided in this Master Agreement would apply only through Level V - Board.

Board Property

4105.3

Teachers shall be expected to exercise reasonable care with property of the Board, and shall be responsible for loss or damage caused by gross negligence. The Board may in its discretion compromise any claim and limit any grievance through Level V - The Board.

Child Abuse

4105.4

In accordance with Public Act 238, 1975, teachers will confidentially report, in writing, suspected cases of child abuse to the principal.

Discipline

4105.5

Parent Complaints

4105.5a

Principals must notify teachers of parent or student complaints which they deem valid. After such notification, a mutually acceptable time will be arranged for discussion of complaint. If such complaint is to be made a part of the teachers file or a matter of written record, the teacher will be notified in writing and may submit a written statement to be attached to the file with the original complaint.

Policies, Procedures and Codes

4105.5b

Teachers will be provided with copies of discipline code and district policies when employed and an extra copy will be available in the teachers room. The individual building procedures will be provided annually by the building principal.

Procedures

4105.5c

No teacher shall be disciplined without just cause. All discipline will be subject to Article XI - Section 4111.2.

Representation

4105.5d

A teacher shall be entitled to have an Association representative present at any meeting involving disciplinary action. This shall not include evaluation conferences. If representation is desired, no action will be taken until an Association representative is present unless immediate action is necessary.

Responsibility

4105.5e

The Board and Administration recognize their responsibility to give support and assistance to all teachers with respect to maintenance of control and discipline in the classroom. Any member of the Association who feels that the Board and/or the Administration are not living up to their responsibility has cause for a Grievance.

Evaluation of Personnel

4105.6

The parties recognize the importance and value of a procedure for assisting and evaluating the progress and success of both newly employed and experienced personnel. Each teacher will be provided with information on what is expected of a teacher in the Hudson Area Schools at the beginning of each school year or thirty (30) days prior to any evaluation as outlined in this section. The evaluation of teachers is for the purpose of improved instruction through direct observation of the teacher's work, and will provide written summaries of those observations with recommendations for improvements.

The following procedures have been established to accomplish these goals.

Evaluator

4105.6a

The evaluator will be the building principal and/or other district administrators and/or an outside professional designated by the superintendent. If there is a question regarding an evaluation, the teacher may request an additional evaluation by a mutually acceptable evaluator.

Probationary Teachers

4105.6b

Probationary teachers shall be formally evaluated at least three times in the classroom by the evaluator during the school year with a minimum of four weeks between each formal evaluation.

Tenure Teachers

4105.6c

Tenure teachers shall be observed for the purpose of formal evaluation at least once every other year.

Evaluations

4105.6d

Each formal evaluation as provided above shall include at least one observation, made in person, by the evaluator for a minimum of one teaching period.

Improvement

4105.6d1

All formal evaluations shall include specific recommendations as to how the teaching performance of the teacher may be improved. If a teacher has been evaluated as unsatisfactory in any area, the evaluation will state specific examples. A reasonable time for correction where appropriate will be stated, assistance from the administration will be outlined, and future action that may result if corrections are not made by the teacher will be listed.

Interview

4105.6d2

A personal interview between the teacher and the observer shall be held within five (5) school days of the observation. Both parties are responsible for the scheduling of this interview and the completion of form #4146 prior to the interview. During the interview, the Teacher and Principal will compare evaluation forms and the final evaluation forms will be prepared for the teacher's personnel file.

Openness

4105.6d3

All monitoring or observation of the classroom performance of a teacher shall be conducted openly and with full knowledge of the teacher.

Performance

4105.6d4

Each evaluation will consist of a descriptive statement of teachers' performance in the following areas:

- (1) Knowledge of subject matter
- (2) Techniques of instruction
- (3) Classroom management
- (4) Relationship with pupils, parents and colleagues

Teachers Reply or Appeal

4105.6d5

In the event that the teacher feels his evaluation was incomplete or unjust, he may put his objections in writing and have them attached to the evaluation report to be placed in his personnel file, and/or a mutually agreed upon evaluator selected by the Association and Administration may conduct a separate evaluation to be placed in his personnel file. All evaluations of classroom

performances shall be based upon criteria for evaluating teachers as outlined in the Evaluation Form #4146.

Teacher Signature

4105.6d6

Each evaluation shall include the statement, "I have read this evaluation", and shall be signed by the teacher and one copy returned to the administration.

Grievance Limitation

4105.6d7

Evaluation will only be subject to the Grievance Procedure through Level V as provided in this Master Agreement.

Limitations of Rights & Responsibility

4105.7

The rights or responsibilities granted to the teachers in this Contract shall be deemed to be in addition to those provided by law.

Participation Freedom

4105.8

Nothing contained herein shall require any teacher to be a member of, or participate in the activities of any bargaining organization, provided however, that all employees in the bargaining unit shall share fairly in the financial support of their exclusive bargaining representative by paying to the bargaining representative a service fee which will be a legally permissible amount not to exceed the amount of dues uniformly required of members of the exclusive bargaining representative. It is further provided that every teacher may be a member and participate in any and all of the activities of the bargaining unit.

Personnel File

4105.9

Any written record used to evaluate the teacher is subject to review by the teacher. A representative of the Association may, at the teacher's 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. Teachers will be notified if a written record is to be placed in their personnel file and may make written comments to be attached to said written record.

Personal Life of Teachers

4105.10

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 or gross violation of Teacher's 1975 Code of Ethics of the National Education Association. No restriction 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.

Right to Organize

4105.11

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 encourage or 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 Constitution of Michigan and the United States; that is, 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.

Safety of Pupils and the Property

4105.12

Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property of the pupils. The Board may at its discretion assist the teacher financially in settling or compromising a claim.

Special Education

4105.13

Regular classroom teachers shall be given the responsibility for the care and instruction of students who have been identified emotionally impaired, mentally impaired and/or learning disabled if the students have been assigned to a regular classroom by an I.E.P.C. with parental consent, or if the I.E.P.C. determination is pending, or if the parent does not consent to other placement.

Students

4105.14

Student First Aid

4105.14a

No teacher shall be required to administer any medication prescribed for a student. Notification to the principal or his representative of the need for first aid or medical attention for any student will be made immediately.

Student Handicaps

4105.14b

When new information concerning a pupil's handicap is made known to the school, the teachers should be notified in writing. Internal school mail will be used with a general announcement made that the teachers should check their mail boxes.

Student Health

4105.14c

Each teacher will be furnished with appropriate information concerning pupil's health problems, when the information is available.

Student Transportation

4105.14d

No teacher shall be required to transport any child for any reason.

Teacher Recommendations

4105.15

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.

ARTICLE VI: FRINGE BENEFITS

4106

Conferences

4106.1

Upon prior written approval registration fees will be paid in advance. All expenses must be reported, with bills when possible, on the districts "expense form" within seven (7) days upon return from a conference. No payments will be made without this form being filed with the Superintendent. Also note Article XII Section 4112.1a of the "Master Agreement".

Emergency Placement of Teachers

4106.2

Teachers and Counselors 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 \$6.25 per class hour. The Board and Association agree that in no case shall a teacher be responsible for providing a substitute to fill their position.

Insurance

4106.3

The Board will provide hospitalization from MESSA-PAK.

PLAN A For employees needing health insurance

SUPER CARE I

The Board will pay each employee for their Super Care I deductible by October 1, annually.

Long Term Disability

66 2/3 %
\$1,500 maximum
90 calendar days - modified fill
Freeze on offsets
Alcoholism/drug addiction and mental/nervous -
same as any other illness

Delta Dental

60/60 — Effective 7/01/94, 100: 90/90/60 with \$1,500 lifetime ortho benefit; \$1,000 yearly maximum for Classes I and II

Negotiated Life

\$5,000 AD&D

Vision

VSP 2

PLAN B For employees not needing health insurance

Delta Dental	60/60 — Effective 7/01/94, 100: 90/90/60 with \$1,500 lifetime ortho benefit; \$1,000 yearly maximum for Classes I and II
Negotiated Life	\$10,000 AD&D
Vision	VSP 2
Long Term Disability	66 2/3% Same as above

If no insurance is requested by the staff member, they may select options up to the maximum of the single premium. The Board assumes responsibility for the amount deducted and deposited with MESSA. All other conditions of responsibility will be between the carrier and the employee.

National/State Health Insurance

4106.4

Should any specific form of national and/or state health insurance coverage be provided to the employees covered under this agreement by a federal and/or state law, or in the event there is a change in the tax status of benefits that would adversely affect bargaining unit members, the parties agree to meet to negotiate over the impact of the change(s).

LENCO Ed Credit Union

4106.5

The Board agrees to deduct from each regular pay check, upon written authority from said teacher, an amount indicated by the teacher for deposit with LENCO Ed Credit Union. Such authorization will continue in effect from year to year unless revoked in writing by said teacher. Deposits will be made within one week of payroll date. Deduction changes can be made any time during the school year as long as the employee gives the district a written change authorization two weeks prior to the change requested. All other conditions of responsibility will be between their carrier and the employee.

Loss of Damage of Personal Property

4106.6

Teachers will be compensated for loss or damage to personal property provided said property is necessary for their teaching duties and the building principal is aware said property is on school grounds, and loss or damage is reported in writing to the principal, or his designee within three (3) teaching days of such loss or damage. Failure to inform the principal or report loss or damage will cancel any obligation for compensation. Damage or loss must exceed \$10 and a fair market value determined. If fair market value cannot be agreed upon then, a disinterested party may be appointed, who is agreeable to both parties, he can then set the fair value which would be binding on both parties. No double coverage will be provided (Insurance and Board) and the Board will not be the primary carrier.

Protective Clothing

4106.7

The Board shall provide, upon written request of the teachers, sufficient quantities of special and protective clothing and safety devices required by the nature of the teaching assignment.

Retirement

4106.8

Michigan Employees Retirement of 5% will be paid.

Retirement - Unused Sick Leave Reimbursement

4106.9

Upon retirement from the system after fifteen (15) years employment, the Board will reimburse up to seventy (70) days of unused sick leave at \$15 per day (maximum of \$1,050). Reimbursement will be made after the last regular pay for the year.

Tax Deferred Annuity

4106.10

The Board agrees to make deductions for employees to tax sheltered annuities for all established plans. However, deductions will be made for a new teacher coming into the system with an established plan. All deduction changes will be limited to once each calendar quarter with two weeks written notice. All annuity deductions will be made the first pay of each month. The Board assumes responsibility for the amount deducted and deposited with the various companies. All other conditions of responsibility will be between their company and the employee.

Worker's Compensation

4106.11

The Board shall carry Worker's Compensation Insurance coverage for all teachers in the manner required by the laws of Michigan.

ARTICLE VII: REQUIREMENTS FOR EMPLOYMENT

4107

Filing Credentials

4107.1

Every teacher shall hold a valid teaching certificate and file credentials, transcripts and applications with the Office of the Superintendent.

Medical Examination

4107.2

Examinations

4107.2a

Upon request by the Board of Education, any teacher shall submit to a medical or psychiatric 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.

New Employees

4107.2b

Every new teacher shall obtain a health certificate from the district physician (or personal physician at the teacher's expense). Such examination shall include a TB chest x-ray or equivalent.

TB Test

4107.2c

A TB exam will be required at least every three years. The district will provide a skin test clinic for the staff. If an x-ray is needed, it can be obtained through the employee's medical doctor. Clearance by a medical doctor must be on file at the Office of the Superintendent so that all requirements are met.

Retirement

4107.3

Unless prohibited by law, the mandatory retirement age shall be 70 years. Should a teacher reach the age of 70 years during the school year, that teacher shall have the option of completing the above mentioned school year. Said teacher must state his/her option in writing by April 15th of the preceding school year.

ARTICLE VIII: GRIEVANCE PROCEDURE

4108

The Hudson Area School Board recognizes the need to provide for the orderly resolution of any grievance arising out of the application or interpretation of the collective bargained agreement at the lowest possible administrative level.

Abandonment of a Grievance

4108.1

Should a grievant fail to take prescribed action within the time specified, and/or leave the employment of the Board, all further proceedings or previously instituted grievance shall be barred. If economic gain or loss is involved, the Association may represent the grievant within the prescribed time limit. Any financial claims against the Board will be limited to the date the grievance was initiated at Level II and up to the time of settlement has been made.

Contents of Written Grievance

4108.2

Written grievance as required herein, shall contain the following:

1. It shall be signed by the grievant.
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 Article, Section or subsection of this contract, written district policies, and/or rules or regulations 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 requirements may be rejected as improper and such a rejection shall not extend the limitations hereinafter set forth.
8. By mutual agreement of the Association (Level III Committee) and the Superintendent (Level IV), grievances that are basically similar in nature and effects more than one grievant, may be processed at Level III and above as a single entity and final settlement will be applied to all pending grievances.
9. Form for filing a written grievance in *Section #4147*.

Definitions

4108.3

Days

4108.3a

The term "days" as used herein, shall mean days in which school is in session (student days) during the school year or normal work days (Monday through Friday) during the summer excluding legal holidays.

Grievance

4108.3b

A grievance shall be an alleged violation of the expressed terms of this contract. Grievances that develop regarding written policies, rules or regulations may be processed by the Association through Level V (Board). It is expressly understood that the grievance procedure shall not apply beyond Level V (Board) to those areas in which the Tenure Act prescribes procedures or authorizes a remedy such as discharge and/or demotion.

Grievance Committee

4108.3c

The "grievance committee" shall be composed of three members of the Association. The function of this committee is further defined in Level III.

Grievant

4108.3d

The "grievant" is the person making the claim, that there is an alleged violation, misinterpretation or misapplication as provided in this Article.

Party of Interest

4108.3e

The person who might be required to take action or against whom action might be taken.

Representative

4108.3f

The grievant shall be represented by the building representative for the Association when requested by the grievant. Any individual employee at any time may present grievances to the Board and have the grievance adjusted, without intervention of the Association, if the adjustment is not inconsistent with the terms of a collective bargaining contract or agreement then in effect, provided that the Association has been given opportunity to be present at such adjustment. The Board hereby designates the Principal of each building to act as its representative at Level I and II as hereinafter described, and the Superintendent or his designated representative to act at Level IV.

Exclusions from Grievance Procedure

4108.4

Agreement

4108.4a

Any provisions of this Master Agreement that specifically excludes utilization of this procedure.

Assignment

4108.4b

Teachers shall be assigned by the Board to positions for which they are qualified as determined by the Board. Teachers will not be assigned outside the scope of their teaching certificate except for one class period per day which may be assigned by the administration with consent of the teacher involved. A grievance regarding a teacher's assignment may be processed through Level V only.

Extra-Curricular and Coaching

4108.4c

Assignment or failure to reassign a teacher to an Extra-Curricular or Coaching assignment will be subject to the Grievance Procedure through Level V.

Probationary

4108.4d

The non-renewal of a probationary teacher or the placing of a probationary teacher on a third year of probation may be a subject for the Grievance Procedure through Level V.

Tenure

4108.4e

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 Teacher Tenure Act, Act 4 of Public Acts, Extra Session of 1937 of Michigan, as amended.

General Procedures

4108.5

- A. These procedures should be processed as rapidly as possible; the number of days indicated for settlement or appeal at each level should be considered a maximum. The time limits can be extended by written mutual consent of the parties involved at any level of the procedures.
- B. The aggrieved party should attempt to complete the procedures by the end of the school year. The parties shall make every effort to shorten the number of day provided at the various steps in order to finish by the end of the school year and avoid, if possible, carrying the process into the summer vacation period or the following school year.
- C. All parties in interest have a right to a consultant at the formal stages of this grievance procedure.
- D. There shall be no restraint, interference, discrimination, or reprisal exerted on any employee for the use of these procedures for resolution of grievances.

- E. It shall be the right of any employee or employer to face his accuser or accusers, to hear such charges from the accuser, and to answer said charges.
- F. Failure at any level of this procedure by the aggrieved to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level. Failure at any level of the procedure to communicate the decision in writing on a grievance within the specified time limits shall permit the aggrieved to proceed to the next level.
- G. All documents, communications, and records of a grievance will be filed in the school district office separately from the personnel files.
- H. Forms for processing grievances shall be prepared by the superintendent or his designated representative in cooperation with the Association and will be printed and given appropriate distribution by the parties so as to facilitate operation of the grievance procedures.
- I. All parties in interest will process grievances after the regular work day or at other times which do not interfere with the assigned duties.
- J. Every effort will be made by all parties to avoid interruption of classroom and/or any other school-sponsored activities.
- K. Every effort will be made by all parties to avoid the unnecessary involvement of students in the grievance procedure.
- L. Each grievance shall have to be initiated within fifteen (15) days after the occurrence of the cause for the complaint; however, if the aggrieved did not become aware of the occurrence until a later date, then he must initiate action within fifteen (15) days following his first knowledge of the cause; in failing to thus initiate action, he may be considered to have no reasonable grievance.
- M. Each party shall pay any and all costs incurred by said party. Arbitration costs shall be shared equally by both parties.
- N. Use of the grievance procedures shall not preclude the use of other legal remedies to which the parties are entitled under the law.
- O. The grievance procedure will not be used while an aggrieved is under the jurisdiction of the courts or has resorted to the judicial process.
- P. Hearings and meetings will be established by mutual agreement of the parties of interest.
- Q. Available information necessary to the determination and processing of any grievance shall be furnished upon specific written request to all parties of interest.

- R. A grievance may be withdrawn at any level by mutual agreement of the Grievant and the Board without establishing a precedent.
- S. Any teacher may at any time present verbal grievance without the intervention of the Association, and have his requests honored if it is not inconsistent with the terms of this Master Agreement.

Procedural Levels

4108.6

Level I - Oral Discussion

4108.6a

A grievant believing that a wrong has been made by an alleged violation of the expressed provisions of this contract or as otherwise provided, shall within fifteen (15) days of its alleged occurrence, orally discuss the grievance with the building principal in an attempt to resolve same. If the building principal's decision is not available within five (5) days from the discussion or twenty (20) days from the occurrence, the grievance will proceed to Level II.

Level II - Written Grievance

4108.6b

If the grievant is not satisfied with the Level I disposition or the twenty (20) days has passed, another discussion where either party may involve their representative, will be held in five (5) days and the grievance will then be filed in five (5) additional days in writing and copies will be provided to the Grievant, Association, Principal and Superintendent. Within five (5) days of receipt of the written grievance by the Principal, a decision in writing will be given to the parties of interest. If no decision has been made after five (5) days, the grievance will move to Level III unless withdrawn by the grievant.

Level III - Grievance Committee

4108.6c

If the grievant is not satisfied with the disposition of the written grievance at Level II there shall be filed with the Association Grievance Committee his written objections with the committee and to the Superintendent within five (5) days. Within five (5) days after receipt of the grievance, the committee will render its decision to support or not support continued processing of the grievance. If no decision is rendered, the grievance will be considered terminated.

Level IV - Superintendent

4108.6d

Within five (5) days after receipt of the written grievance and the Level III decision of the Committee, the Superintendent shall meet with the grievant and/or committee. A decision will be rendered in five (5) days of such meeting and copies sent to all parties of interest. Every attempt by both parties of interest, will be made to present all pertinent facts and reasons for the grievance at this level. If no decision is rendered within the five (5) day period, the grievance will proceed to Level V unless withdrawn by the grievant. Attendance at Level IV shall be restricted to those persons officially involved.

Level V - Board Hearing

4108.6e

In the event the grievant is not satisfied with the disposition of Level IV or it has passed due to inaction to this Level, it will be filed with the Secretary or President of the Board of Education in five (5) days. Within fifteen (15) days from receipt of the grievance, the Board will hold a hearing with all parties of interest for the purpose of arriving at a satisfactory solution. A decision shall be rendered within five (5) days of this hearing in writing to all parties of interest. All documents, communications and records dealing with a grievance will be filed separately from the personnel files of the participants.

Level VI - Arbitration

4108.6f

If the Board and the Association are unable to resolve any alleged violation of the Master Agreement only, the Association may within five (5) days after a decision has been rendered at Level V request Arbitration in writing to the other parties of interest. If the parties cannot agree as to the arbitrator, the Association shall within fifteen (15) days of receipt of the Board level decision send a written demand for arbitration to the American Arbitration Association and the arbitrator shall be selected by the American Arbitration Association in accord with its rules which likewise shall govern the arbitration proceedings. The Board or Association shall not be permitted to assert in such proceedings any grounds or to rely on evidence not previously disclosed to the other party. All parties agree to be bound by the ruling of the arbitrator, subject to appeal to the courts and all costs shall be shared equally by both parties.

ARTICLE IX: TENURE POLICY

4109

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 X: TEACHING CONDITIONS

4110

Placement and Assignments

4110.1

Act of God Days

4110.1a

- A. For the term of this agreement, the following provisions will be adhered to regarding Act of God Days.
1. When school is officially called off, teachers will not have to report to their buildings.

2. When school is officially delayed, teachers will report fifteen (15) minutes before the opening of the student's rescheduled school day. It is understood that the normal day will have to be revised when the beginning of the day is delayed.
3. When scheduled days of student instruction are cancelled because of conditions not within the control of the school authorities (Acts of God), the days will be rescheduled at the discretion of the board of education (after consulting the Hudson Education Association President) to ensure that the number of actual student instruction days required are held in order for the district to receive full state aid. Teachers will receive their regular pay for days that are cancelled, but shall work on any rescheduled days with no additional compensation.
4. Rescheduled days will be added to the end of the school year or where appropriate in the district calendar.
5. Should an instructional day be rescheduled and insufficient students attend to count it as a day of instruction, teachers will not be obligated to attend a subsequent rescheduling of the instructional day.
6. Should the state law be amended during the term of this agreement to permit all such student days of closure without a requirement mandating rescheduling, then the following policy shall go into effect: In the event there are a total of eleven (11) to fourteen (14) scheduled student session days cancelled because of conditions not within the control of the school authorities (Acts of God), the board of education in its discretion may require three make-up days as scheduled by the board with no additional compensation. In the event of fifteen (15) or more such Act of God days, the board of education may schedule a total of five make-up days with no additional compensation.

Assignment

4110.1b

Teachers shall be assigned by the Board to positions for which they are qualified as determined by the Board. Teachers will not be assigned outside the scope of their teaching certificate except for one class period per day which may be assigned by the administration with consent of the teacher involved. A grievance regarding a teacher's assignment may be processed through Level V only.

Posting Vacancies

4110.1c

The Association shall be notified of any bargaining unit vacancy to be filled. Notice of bargaining unit position vacancies determined to be filled by the Board by other than recall shall be posted on a staff bulletin board in each building for ten (10) days prior to being filled except within ten (10) days preceding the beginning of a school year. Vacancies occurring during a school year may be filled temporarily without posting and declared open at the end of the school year at the discretion of the Board.

Board Right

4110.1d

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 Board shall retain the right of assignment or transfer of the teaching staff.

Notification

4110.1e

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.

Transfers

4110.1f

The parties recognize that changes made in grade assignment in the elementary school, subject areas at the secondary level, 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. In the event of an involuntary transfer of assignment, the teacher shall be given at least two (2) weeks written notice. The needs of the students shall be paramount in granting transfer requests.

Program

4110.2

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, attendance of staff meetings and curriculum meetings.

Extra-Curricular

4110.2a

Participation in activities such as Open House, P.T.A. and P.T.O. meetings, public performances of students, concerts, athletic events, and other extra curricular activities shall be encouraged by the Board and the Association.

Staff Meetings

4110.2b

Building and Hudson Area Staff meetings are important and all teachers are expected to attend providing a weeks notice is given. The principal or superintendent may call an emergency meeting when necessary, not to exceed thirty (30) minutes past the students dismissal time.

Pupil-Teacher Ratio

4110.3

It is acknowledged that the primary duty and responsibility of the teacher is to teach, and that the organization of the school and the school day should be directed toward insuring that the energy of the teacher is primarily utilized to this end.

Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that in no event shall class size exceed maximum standard of 25 students in grade K-3 and 30 students in grades 4-12, except in traditional large group instruction or experimental classes where the Association has agreed in writing to exceed these limits.

If, for any reason, class size exceeds thirty students in grades 4-12, the Board will hire, or appoint upon written request, an Adult Teacher Aide to work with said teacher for one hour per day, and an additional hour per day for each 5 students above 30 students. Said Adult Teacher Aide will perform such non-instructional duties as are delegated by the supervising teacher.

If for any reason, class size exceeds 25 students in grades K-3, the Board will hire or appoint (upon written request) an Adult Teacher Aide to work with said teacher for an average of 1/2 hour per day and as above if class size exceeds 30 students.

School Day and Teachers Hours

4110.4

Daily Time Schedule

4110.4a

No teacher shall be required to report for duty earlier than fifteen (15) minutes before the opening of pupil's regular school day in the morning. Teachers shall be permitted to leave fifteen (15) minutes after close of the pupil's regular school day. Teachers are encouraged to remain for a sufficient period after the close of the pupil's school day to attend to those matters which properly require attention at that time, including consultations with parents when scheduled with the teacher, except that on Fridays or on days preceding holidays or vacation, the teacher's day shall end at the close of the pupil's day.

Hourly Rate

4110.4b

The teacher's hourly classroom rate shall be determined in the following manner, with the same formula used for determining deductions:

Teacher's Annual Contracted Salary - Six (6) hours per day - School year (182) days = Hourly Rate.

Lunch Period

4110.4c

All teachers will be provided with a duty free lunch period of no less than thirty (30) minutes unless by request of the teacher who wishes to assume additional duties for compensation.

Part-Time

4110.4d

4110.4d1

Salary - Full-time salary is based on five (5) hours (300 minutes) of actual instructional time per day. Teachers working less than full time will be compensated on a per-hour schedule based on the actual hours of instructional time compared to the 300 minutes' instructional time per day. Instructional time does not include time for morning announcements in the high school, passing time between periods, duty time, or preparation time. Each period of fifty (50) minutes in length shall equal one-sixth (1/6) of the total salary for part-time employees. Example of payment schedule:

- 1 period (or 50 minutes) = 1/6 of total salary
- 2 periods (or 100 minutes) = 1/3 of total salary
- 3 periods (or 150 minutes) = 1/2 of total salary
- 4 periods (or 200 minutes) = 2/3 of total salary
- 5 periods (or 250 minutes) = 5/6 of total salary
- 6 periods (or 300 minutes) = 6/6 of total salary

4110.4d2

Fringe Benefits - Pro-rated based on total daily assignment.

4110.4d3

Sick Leave - Accumulated as of July 1st will be retained the following year as full days. Sick leave while under part-time assignment will be pro-rated on the basis of assignment.

Planning Period

4110.4e

A planning period is for preparation of lesson plans; parent, student or staff conferences; preparations of materials; or other non-instructional duties expected of a teacher.

Weekly Time Schedule

4110.4f

The normal full-time weekly teaching assignment of teachers will be twenty-five (25) teaching hours (five (5) hours per day) and five (5) planning periods not to exceed one (1) hour per day. Elementary teachers will have a minimum of two hundred fifty (250) minutes per week or equivalent for planning. Secondary teachers will have no more than five (5) different preparations per day. A preparation shall be defined as a class or a course title. For example: Typing I, II and III would be three (3) different preparations.

Teaching Outside Regular School Day

4110.4g

Employees teaching an accredited semester class in addition to the pupils regular school day shall be paid at the hourly rate in Section 4110.4b.

ARTICLE XI: ADMINISTRATIVE FUNCTIONS

4111

Applications for Positions

4111.1

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 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 continuous 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.

Dismissal, Resignation and Discipline

4111.2

Discipline

4111.2a

The Board shall have the right under law to dismiss and discipline teachers. Discipline will normally be progressive depending on the situation as follows:

Examples of possible violations and the disciplinary action considered appropriate:

- Step 1 -Violation of district rules or regulations may result in verbal or written warning.
- Step 2 -Violation of district rules or regulations may result in a written reprimand.
- Step 3 -Repeated violation of district rules or regulations may result in a suspension.
- Step 4 -Acts that are considered criminal by law or continued violations of district rules or regulations may result in an extended suspension or demotion.
- Step 5 -Insubordination, acts of moral turpitude, acts that are considered criminal by law or continued violation of district rules or regulations may result in termination.

Disciplinary action for any violation may begin at any step through Step 5 based upon the nature of the violation.

Teacher Resignation

4111.2b

Any written resignation submitted by a member of the Association may be revoked prior to the official written acceptance by the Board or by its duly authorized agent.

Non-Compensable Duties

4111.3

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

Operational Rules

4111.4

Operational rules promulgated by the Administration shall remain in effect unless they are contrary to law or the specific terms of this agreement.

ARTICLE XII: LEAVES

4112

Leaves With Pay

4112.1

Administration

4112.1a

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 administrative days shall count as teaching days.

Association Assignment

4112.1b

The Board will allow leave for Association business, provided arrangements for the leave are made at least two (2) school days prior to the leave request. Five (5) days of such absence will be paid by the Board provided no more than two (2) absences occur on any school day. Any substitutes required in excess of the two (2) per day and five (5) per school year will be reimbursed by the Association to the Board. This leave will not be authorized for participation in a strike. Full loss of a day's pay will result for such absence. Use of personal or business leave for this purpose will not be allowed.

Death - Family

4112.1c

Leave not to exceed a total of five (5) days will be granted for death in the immediate family, (parents, siblings, spouse, child, parent-in-law, grandparent, son-in-law, daughter-in-law, or any other member of the family or household who has clearly stood in the same relationship as any of these). Such leave will only be granted at the time of death for immediate family. Leave not to exceed a total of three (3) days will be granted for death of a sister-in-law or brother-in-law.

Death - Relative

4112.1d

Leave not to exceed one (1) day shall be granted for the funeral of a niece, nephew, first cousin, aunt, uncle, or close friend. Such leave will only be taken at the time of death.

Jury

4112.1e

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. If the teacher receives a per diem payment, this will be presented to the Board of Education to off-set district expenses for such leave. Any expenses paid to the teacher will be considered as payment to the teacher for their time and effort.

Medical or Nursing Care

4112.1f

Three (3) sick leave days shall be granted to make arrangements for medical or nursing care for a member's spouse, dependent child or natural child under 18 years old, parent or other legal dependent living in the household.

Personal

4112.1g

At the beginning of every school year, each teacher shall be credited with two (2) personal days.

A teacher planning to use personal leave day shall notify his/her principal at least one (1) day in advance, except in cases of emergency. Personal leave days shall not be available for the first or last day of the student's school year. No more than four (4) personal leave days district wide shall be approved for any given day nor more than two (2) personal leave days on a day immediately before or after a holiday or vacation period except in cases of emergency. Unused personal days shall be added to the teacher's sick leave accumulation in the following year.

Sick Leave

4112.1h

Acceptable Reasons for Sick Leave

4112.1h1

- a. Personal illness or disability
- b. Serious illness requiring the teacher's presence of an immediate family member which shall be defined as a teacher's spouse, child, parent or legal dependent living in the household.

Accumulation

4112.1h2

Teachers will be informed of their accumulated sick leave at the commencement of the new school year and at the end of the semester.

Amount

4112.1h3

All teachers will be granted sick leave of ten (10) days per year in addition to their accumulation with unused days accumulating to a maximum of 100 days. Those who have already accumulated over 100 days will retain that accumulation; however, unused sick days will not be added to that accumulation until the total accumulation of days falls below 100 days.

The new teacher will be granted his first ten (10) days after the first two weeks of full-time employment.

Confirmation

4112.1i

The Board 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 at employee's expense if more than ten (10) days are used in any one school year. 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.

If an individual employee has established a pattern of absence that leads the district to suspect abuse of sick leave, the district may require verification of illness or injury from the individual's family/personal physician (general practitioner) who is authorized to practice medicine under the laws of the State of Michigan/Ohio. The Board will pay the examination fee, and the employee shall not submit a claim for the expense to any insurance company.

Deductions

4112.1j

Salary will be deducted for each day absent over the amount of sick leave due per section 4110.4b of this agreement.

Extensions

4112.1k

Additional leave may be extended upon written request of the teacher and approval of the Superintendent of Schools.

Injury

4112.1l

Absence due to injury incurred in the course of the teacher's employment shall result in benefits being received by the teacher in accordance with the Michigan Worker's Compensation Act exclusively. If the duration of the absence taken is less than eight (8) calendar days, one-half of the number of days taken shall not be charged against the teacher's accumulated sick leave days.

Maternity/Sick Leave

4112.1m

- A. Teachers disabled because of pregnancy may use sick leave for the period of time of actual disability. Further, it is understood that a teacher opting to take a maternity leave as hereinafter provided without pay is not eligible for disability payment during the period of the unpaid leave of absence.
- B. Any teacher that can anticipate a prolonged disability (such as scheduled surgery, other confinement to home or hospital including maternity) shall notify the building principal and superintendent in writing as soon as possible. The notification shall contain the projected dates of confinement. It is understood that use of such leave shall be only for the duration of the actual incapacity and the Board reserves the right of written verification and/or consultation with or from a physician. In cases of childbirth notification shall be at least sixty (60) calendar days in advance of the projected period of confinement.

- C. The teacher shall be required to furnish medical certification of his/her continued ability to perform his/her duties as often as the Board of Education may, in its discretion, request.
- D. To receive sick leave payments, the teacher must perform all duties until physically disabled and return to service as soon as physically able to perform all duties as certified by her physician.
- E. For all sick leave days claimed, the teacher must have a physician's certificate verifying physical disability which prevents him/her from fulfilling his/her teaching responsibilities.
- F. The teacher shall provide in writing all lesson plans and other materials required by the principal for the duration of the absence in order to maintain curricular continuity through the substitute.

Unused Sick Leave Leaving System

4112.1n

Upon leaving the Hudson Area School System, accumulated sick leave above thirty (30) days will be reimbursed at \$15 per day for up to twenty (20) days (maximum of \$300). Application for reimbursement must be made in writing by May 15. Reimbursement will be made with the first full pay period in July.

Leave Without Pay

4112.2

Leave (Disability)

4112.2a

A teacher who is unable to teach because of personal illness or disability and who has exhausted all sick leave available shall be granted disability leave of absence up to one year. If the teacher returns to full time employment at the end of such leave, advancement on the Salary Schedule (#4199) will be allowed. No other fringe benefits will be paid during such leave.

Maternity

4112.2b

Conditions of Leave

4112.2b1

Maternity leave granted under this Section shall be without pay and shall be granted at the discretion of the Board. A maximum of one (1) calendar year will be allowed.

Doctor's Permission

4112.2b2

The Board in its sole discretion, may require or permit a pregnant teacher to take a maternity leave at any time during pregnancy. A written statement by the teacher's doctor will be required for continued employment.

Exclusions

4112.2b3

Each case under this provision shall be considered unique and any action taken in this area will not be considered grounds for a grievance.

Failure to Return

4112.2b4

Failure to return from a maternity leave on the date specified in said leave or application shall be conclusively deemed resignation. An extension may be granted by the Board providing total leave does not exceed one year. Return to employment will be considered most advantageous at the end of the semester or the beginning of a new school year.

Prior Return

4112.2b5

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 sixty (60) calendar days in advance of the requested date of return. Exceptions to this notice as required in the preceding sentence may be made by the Board in case of stillbirth or miscarriage. The Board of Education reserves the right in its sole discretion to approve accelerated termination of maternity leave on the basis of each individual case.

Request

4112.2b6

The teacher shall request a maternity leave at least sixty (60) calendar days prior to the expected date of birth or adoption.

Return

4112.2b7

Upon the expiration of granted leave, and upon filing with the Superintendent, a written statement by a physician attesting to her proper health, the teacher shall be entitled to return to the school system, not necessarily in the same position held prior to such leave.

Professional

4112.2c

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. Upon returning to the school system the following year, the teacher will be advanced on the Salary Schedule (#4199). No other benefits will be paid during this leave and employment will not be guaranteed in the same position held prior to this professional growth leave.

Falsification

4112.3

Any attempt to falsify information with respect to any leave may warrant disciplinary action up to and including dismissal depending upon the circumstances.

Unemployment

4112.4

If unemployment is claimed during leave of absence, the employee will reimburse the district for any such cost.

ARTICLE XIII: TUITION REIMBURSEMENT

4113

Qualifications for Reimbursement

4113.1

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.

Courses must be in the teacher's subject area fields, apply toward a degree program, or have prior approval of the Superintendent of Schools.

The Superintendent must receive notification, grade cards or transcripts or written verification of all hours earned during the previous school year and summer by September 15th.

If a scholarship, fellowship or grant does not pay full tuition, the Board will reimburse balance up to a maximum of Section 4113.2 of Article XIII.

Rate of Reimbursement

4113.2

Reimbursement at 50% of the actual Michigan state-supported institution's rate for hours taken beyond the Bachelor's Degree shall be paid with October bills and does not become a part of the annual salary. If this course work is taken at a private institution, reimbursement will be at 50% of the EMU rate.

M.A. Qualification

4113.3

Upon receipt of the M.A. Degree, the teacher will qualify for maximum reimbursement for three (3) semester hours or four (4) term hours per year. An additional three (3) semester hours or four (4) term hours per year may be granted at the discretion of the administration (same rate as 4113.2). Recommend prior written approval.

ARTICLE XIV: LAYOFF PROCEDURES

4114

Definition

4114.1

When the Board determines that district finances, enrollment, curtailment of curriculum or education programs, teachers returning from leaves of absence, or other factors require a reduction of staff, teachers may be laid off in accordance with the provisions of this Article. Extracurricular or athletic assignments shall not be a consideration in the layoff of staff.

Seniority

4114.2

The term "seniority" as used in this article shall be length of continuous service with the Hudson Area School District in the bargaining unit. The accrual of seniority shall begin from the last date of hire which shall be the first day the employee reported for work from which there has been continuous employment. Time on approved voluntary leaves or transfer to a non-bargaining unit position shall not count toward accrued seniority but shall not constitute a break in continuous service. Time on medical leave and while on layoff shall count towards the accrual of seniority up to a maximum of one year per occurrence. All seniority is lost when employment is severed by resignation, retirement or discharge for cause. Credit given for outside teaching experience in school districts shall not be considered for the purpose of accumulating seniority, but shall serve to reduce the probationary period in accordance with the provisions of the Tenure Act. In the event two or more employees have the same date of hire, the employees shall participate in a mutually agreed upon tie-breaking drawing with the Association represented. A drawing will be held among each group of tied employees for purposes of establishing seniority ranking on the seniority list. Any employee leaving employment as defined above will be dropped from the seniority list without affecting the relative order of the remaining employees. Any employee who is added to the tie group after they have been ranked will individually draw a number to determine his or her position without changing the relative seniority of the other employees: Notification of all drawings shall be made to participants and the Association at least five (5) days in advance.

Qualifications

4114.3

For purposes of this Article "certified" shall be as defined by the Department of Education and "qualified" shall be determined as follows, except for one period per day which may be assigned by the administration without compliance with these requirements with consent of the teacher and except for computer classes where qualification will be determined by the administration:

- (a) For any K-8 art, vocal music, instrumental music, special education, industrial arts, home economics, foreign language, or physical education position, teachers retained in those positions must be qualified by a major or minor in that subject or prior successful teaching experience within the last ten years in the subject area in the district which constituted at least one-half of a full-time assignment for at least one year.
- (b) To be qualified for any other 7-8 grade positions, and reading K-8, the employee must meet any one of the following criteria:
 - (1) Have a major or minor or twelve (12) semester hours or equivalent term hours of college credit in the subject area; or
 - (2) Have successful teaching experience in the subject area in the district within the last ten (10) years which constituted at least one-half of a full-time assignment for at least one year; or
 - (3) Have at least eight (8) semester hours or equivalent term hours of college credit in the subject and must successfully complete four (4) additional semester hours or equivalent term hours during that school year.

- (c) For any 9-12 position, the teacher must have a major or minor in the subject or successful teaching experience during the last ten (10) years in the subject area in the district which constituted at least one-half of a full-time assignment for at least one (1) year.

Order of Layoff

4114.4

In order to promote an orderly reduction in personnel, the following procedure will be used:

- (a) Probationary teachers will be laid off first based on seniority where any teacher who has acquired tenure and whose position has been curtailed is certified and qualified to perform the services of the probationary teacher.
- (b) In the event further teachers must be laid off, then tenure teachers with the least number of continuous years of service in the Hudson Area Schools will be laid off provided there remain fully qualified and certified teachers to replace and perform all the needed duties of the laid off teachers. Seniority rights shall not supersede tenure rights.

Layoff List

4114.5

As soon as the names of the teachers to be laid off are known, a list of such names shall be given to the Association prior to notification of the individuals to be laid off. In the event of a dispute concerning the layoff list, the Association shall have the right to file a written grievance thereon within no more than five (5) days after the termination of the meeting requesting review of the list.

Notification of Association

4114.6

Before official action on a reduction of teachers is taken by the Board of Education, it will give notice to the Association of the contemplated reduction and afford the Association the opportunity to discuss it with the employer.

Notification of Layoff

4114.7

Pursuant to a necessary reduction in personnel, no teacher shall be laid off or reduced in assignment unless said teacher shall have been notified of said layoff by certified letter or by a hand-delivered letter by the Board or its agent and receipted by the teacher at least by July 1 prior to the start of the school year or thirty (30) days prior to the start of the second semester.

Individual Contract

4114.8

In the event a teacher is laid off, the teacher's individual contract of employment shall terminate and the Board's obligation to pay salary or fringe benefits shall terminate after receipt of all amounts or benefits earned on a prorated basis equal to time worked. Teachers who are laid off during a contract year shall be considered as having completed the contract year for placement on the salary scale if employed for one semester or more of the school year.

Change in Certification

4114.9

Teachers shall inform the superintendent in writing of any contemplated changes in certification or qualification by May 1 of each year. Changes in a teacher's certification or qualification by August 20 of any year, shall entitle a teacher to be assigned to a position for which the teacher is newly certified and qualified on the basis of tenure and seniority prior to the start of that year but not during the school year. Changes in a teacher's certification or qualifications after August 20 shall not entitle the teacher to be assigned to a position for which the teacher is newly certified or qualified unless there is a vacancy.

Reassignment

4114.10

The Board of Education shall have no obligation to reassign or transfer employees around in order to make positions for which tenure teachers or teachers with greater seniority would be certified and qualified but may do so in its discretion. The Board shall have no obligation to create part-time positions. Nothing in this section shall prohibit a more senior teacher from directly bumping the least senior teacher in a position for which he/she is qualified and certified when being laid off.

Recall

4114.11

- (a) Teachers shall be recalled to employment on the basis of **greater seniority** for positions as determined by the program offered by the Board; for which they are certified and qualified.
- (b) Employees shall be notified of recall by registered return receipt mail with a copy to the Association. The notification shall be mailed to the teacher's last known address maintained in the superintendent's office. Failure to respond within ten (10) days of receipt of recall shall be considered as a resignation.
- (c) The recall list shall be maintained by the Board for probationary teachers for a period not to exceed two (2) years and the recall period shall be in accordance with the Michigan Teacher Tenure Act for tenure teachers. Thereafter a teacher shall lose his/her right to recall.

ARTICLE XV: EARLY RETIREMENT INCENTIVE

4115

- A. **Retirement Notification.** Any Employee is required to notify the Board his/her retirement intentions under this Early Retirement Incentive by no later than April 1.
- B. **Early Retirement Incentive:**
 1. To be eligible to receive the early retirement stipend, the employee must be eligible, make application for, and be accepted to receive retirement benefits from the Michigan Public School Employees Retirement System (MPSERS) commencing at the conclusion of the school year.

2. To be eligible to receive the early retirement stipend, the employee must, not later than April 1, submit to the Superintendent an application and a written resignation for the purpose of retirement effective at the conclusion of the school year.
3. The notice by the employee shall be contingent upon meeting the eligibility requirements of the MPSERS with the purchase of the universal buy-in credit. Proper application to purchase the universal buy-in credit shall be made by the employee to MPSERS in a timely manner. Payment by the Board shall be made to the individual by May 15.
4. As provided below, the Board shall contribute toward the cost needed to purchase up to five (5) years of universal buy-in retirement credit in the MPSERS so long as the total of the individual employee's credit in MPSERS (earned years plus universal buy-in years purchased under this plan) does not exceed a maximum of thirty (30) years of service credit, as defined in Section 81 of 1980 PA 300, as amended.
5. The amount of funds provided by the district to the participant under this plan will be limited to the percentage set forth of the net actuarial cost of universal buy-in retirement credit purchased.

The Stipend Contribution shall be as follows:

# of Years of Service	# of Years to be Purchased	Employer Contribution
25	5	50%
26	4	60%
27	3	70%
28	2	100%
29	1	100%

6. To be eligible to receive this early retirement stipend, the otherwise eligible employee must execute an acknowledgment and release acknowledging that he/she voluntarily elected to retire from his/her employment with the school district and receive the early retirement stipend as additional consideration for retirement at this time and fully releasing the school district, the Board and the Association, and their agents, officers and employees from any and all claims, demands, and/or causes of action pursuant to the Federal Age Discrimination in Employment Act or the Michigan Elliott-Larsen Civil Rights Act by reason of his/her retirement and receipt of the early retirement stipend. The acknowledgment and release shall also acknowledge the employee's responsibility for any and all tax consequences and liability resulting from receipt of this early retirement stipend. A copy of the acknowledgment and release is incorporated herein by reference and is found at 4124.

7. The offer of this early retirement stipend is intended by the parties hereto as an additional benefit and consideration for those employees who elect to voluntarily retire and receive benefits from the MPSERS. The offer of this early retirement stipend is limited to those employees who elect to voluntarily retire effective as the conclusion of the school year and who comply with the eligibility requirements as set forth herein.

ARTICLE XVI: SEVERABILITY CLAUSE

4116

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

ARTICLE XVII: WAIVER CLAUSE

4117

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 the 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 unqualified, 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 upon written request of either party. The parties shall undertake to cooperate in arranging meetings and selecting representatives for such discussion, furnishing necessary information and otherwise constructively considering any such matters.

ARTICLE XVIII: - DURATION OF AGREEMENT

4118

This Agreement shall be effective September 1, 1993 and shall continue in effect through August 31, 1996.

Signature

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

BOARD OF EDUCATION OF HUDSON
AREA PUBLIC SCHOOL DISTRICT

HUDSON EDUCATION ASSOCIATION

BY: _____
President

BY: _____
President

BY: _____
Secretary

BY: _____
Secretary

ARTICLE XIX: FORMS

4119

TEACHER PERFORMANCE REVIEW

4119.1

Name of Employee _____

Position _____ School _____

Pre-Conference Date _____ Observation Date _____

OVERALL RATING

Rate overall performance using the following responses:

- 5- Exceeds standards (outstanding)
- 4- Above average (effective)
- 3- Meets standards (average)
- 2- Needs help meeting standards (requires improvement)
- 1- Does not meet standards (unsatisfactory)
- NA- Not applicable NOT- Not observed this evaluation

PRODUCTIVE TEACHING TECHNIQUES

The teacher (5) (4) (3) (2) (1) (NA) (NOT)

- _____ 1. demonstrates effective planning skills
- _____ 2. implements the lesson plan
- _____ 3. motivates students
- _____ 4. communicates effectively with students (speech/command of English language oral/written)
- _____ 5. provides students with specific evaluative feedback and positive reinforcement
- _____ 6. displays a thorough knowledge of curriculum and subject matter in Major, Minor or Certified area
- _____ 7. selects learning content congruent with the curriculum
- _____ 8. provides opportunities for differences and varies materials and activities to accommodate all students
- _____ 9. demonstrates clarity in presentation (explains things thoroughly and well)
- _____ 10. sets high expectations for student achievement

- _____ 11. uses an organized series of instructional events
- _____ 12. states instructional objectives, explains their importance, and makes class room/class work interesting
- _____ 13. includes a smooth transition from one activity to another
- _____ 14. uses techniques that check for understanding
- _____ 15. uses student ideas both individually and as part of the group

ORGANIZED, STRUCTURED CLASS MANAGEMENT

The teacher (4) (3) (2) (1) (NA) (NOT)

- _____ 16. plans for and makes effective use of time, materials and resources
- _____ 17. demonstrates evidence of personal organization/preparation in all classroom activities
- _____ 18. sets high standards for student behavior and defines acceptable behavior and consequences for misbehavior (discipline)
- _____ 19. organizes students for effective instruction
- _____ 20. devotes class time to instructional time and provides clear relate assignments that enrich and stimulate pupil growth
- _____ 21. provides for an effective and consistent pupil evaluation system

POSITIVE INTERPERSONAL RELATIONS/INTELLECTUAL STIMULATION

The teacher (4) (3) (2) (1) (NA) (NOT)

- _____ 22. demonstrates effective interpersonal relationships with others that includes tolerance, fairness, availability
- _____ 23. demonstrates awareness of the needs of students and uses a variety of techniques to establish desired behaviors
- _____ 24. provides opportunities for all pupils to experience success
- _____ 25. demonstrates sensitivity, awareness, and judgement regarding the needs of students (positive, encouraging, supportive)

PROFESSIONAL RESPONSIBILITIES

The teacher (4) (3) (2) (1) (NA) (NOT)

- _____ 26. demonstrates cooperation, a positive attitude, enthusiasm and is a good team worker
- _____ 27. supports school regulations and policies
- _____ 28. assumes responsibilities outside the classroom
- _____ 29. inspires students to seek more knowledge on the subject
- _____ 30. reports pupil progress to parents in an effective manner
- _____ 31. utilizes community resources in instruction
- _____ 32. strives for improvement through positive participation in professional growth activities

TEACHER PERFORMANCE REVIEW

Names of Employee _____ Date _____

Position _____ School _____

Pre-Conference Date _____ Observation Date _____

- I. SUPERVISOR'S REVIEW:
(Paragraphs should include strengths and/or weaknesses)

PRODUCTIVE TEACHING TECHNIQUES

ORGANIZED, STRUCTURED CLASS MANAGEMENT

TEACHER PERFORMANCE REVIEW (continued)

POSITIVE INTERPERSONAL RELATIONS/INTELLECTUAL STIMULATION

PROFESSIONAL REPOSIBILITIES

OVERALL TEACHER EVALUATION

Supervisor's Signature

Date

TEACHER PERFORMANCE REVIEW (continued)

II. TEACHER'S COMMENTS.

I have received a copy of this report and have had a conference with my supervisor.

Teacher's Signature

Date

Distribution:

White Copy - Teacher
Pink Copy - Supervisor
Blue Copy - Personnel File

GRIEVANCE FORM

4119.2

Submit in duplicate to Principal and Association. If space is insufficient in any area, please use reverse side and indicate (*).

Building _____ Teaching Assignment _____

Name of Grievant _____ Date Filed _____

LEVEL I - Oral discussion by Teacher and Principal.

LEVEL II - Date Grievance occurred _____

Statement of Grievance _____

Relief Sought _____

Teacher Signature _____ Date _____

Disposition by Principal _____

Principal's Signature _____ Date _____

LEVEL III - Grievance Committee Position _____

Association's Position _____

Association's Signature _____ Date _____

LEVEL IV - Superintendent

Date received by Superintendent _____

Disposition by Superintendent _____

Superintendent's Signature _____ Date _____

LEVEL V - Board

Date received by Secretary of Board _____

Disposition by Board of Education _____

Secretary of Board's Signature _____ Date _____

GRIEVANCE FORM

4119.2

Page 3

LEVEL VI - Arbitration

Date submitted to Arbitration _____

Disposition and Award of Arbitrator _____

Signature of Arbitrator _____

Date of Decision _____

All provisions of Article VIII and this Master Agreement _____

19 _____, will be strictly observed in the settlement of grievances.

DUES AUTHORIZATION

4119.3

On this _____ day of _____, 19____ I, _____,

hereby authorize the Board of Education to deduct the following sums in equal installments as dues for the following organizations beginning with the first paycheck in October of my employment as specified in the Master Agreement, and monthly thereafter.

\$ _____ Lenawee County Education Association

\$ _____ Michigan Education Association

\$ _____ National Education Association

I further understand that in the event of a dispute over payments of the above specified amounts, I must seek my remedy from the Association. Further, it is my express understanding that this authorization for dues deduction shall be revocable only if I expressly so state in writing, a copy of which must be placed on file with the Superintendent and a copy with the Treasurer of the Association.

Signature

On this _____ day _____, 19____, I, _____,

agree to pay the above dues in one lump sum.

Signature

Check # _____

Date _____

ARTICLE XX: SALARY DEFINITIONS

4120

Basis for Salary

4120.1

Salary set forth in Section 4199 is based upon a school year of 182 contract work days consisting of 180 student days and 182 staff-teacher days.

Experience

4120.1a

The Board may accept full outside teaching experience up to limits of the salary schedule.

Payment

4120.1b

All employees are paid on a bi-weekly basis in 21 or 26 pays at the teacher's option, effective for the 1984-85 school year.

Placement

4120.1c

All instructional staff must be on the salary schedule providing they are a full time teacher and under contract.

Salaries

4120.1d

The salaries of teachers covered by this Agreement are set forth in Section 4199.

Verification

4120.1e

Verification of hours 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 the school year. All hours (required semester hours or equivalent) must be completed before, this date to qualify during that school year. Courses must be in the teacher's subject fields, apply towards a degree program or have prior approval of the Superintendent of Schools.

Longevity

4120.1f

Longevity payments shall be made as follows:

Continuing Certificate - \$700 shall be paid beyond the scheduled salary amount beginning at the 15th step (16th year). An additional \$700 shall be paid beginning at the 20th year (21st year). An additional \$700 shall be paid beginning at the 25th step (26th year). Effective with the 1994-95 year, these payments will be increased to \$800.

MA Certificate - \$800 shall be paid beyond the scheduling salary amount beginning at the 15th step (16th year). An additional \$800 shall be paid beginning at the 20th step (21st year). An additional \$800 shall be paid beginning at the 25th step (26th year). Effective with the 1994-95 year, these payments will be increased to \$1,000.

Extra Curricular and Coaching Schedule

4120.2

Additional Sponsorships

4120.2a

A maximum of \$50 may be provided for a new position upon mutual agreement.

Chaperones

4120.2b

Teachers will be paid upon request, \$2.50/per round trip when requested to be a bus chaperone. Sponsors of a group or field trips organized by the teacher will not qualify for the reimbursement.

Class

4120.2c

Each activity will be assigned by classification of from 1-15 based upon hours required, students supervised, annual budget and equipment required.

Class Change

4120.2d

Due to the changing nature of many activities, the Association and Administration may agree to lower or increase a classification by one (1) during the school year. The teacher must apply in writing by September 30th for increase consideration and the Board will notify the teacher prior to September 30th or the start of any activity if the classification is to be lower than published.

Grandfather

4120.2e

Any teacher resuming an extra curricular activity or coaching position will be placed on the appropriate experience level based on the number of years of previous experience in that activity in the district.

Noon Duty

4120.2f

Will be paid at the rates of \$5.00/daily noon hour, twice a year. Payroll report must be submitted.

Number

4120.2g

Although activities appear on the classification schedule, the Board reserves the right to assign employees to an activity, for which they have volunteered, or reduce assignments prior to assignment due to changing needs of the district.

4120.2h

Payment

Payment for all extracurricular activities that continue throughout the school year will be made on or before December 1, March 1 and June 15. All other activities (athletics or activities that occur for a short time) will be paid closest to the above dates as soon as responsibilities are ended for that activity. These payments will be paid separately from regular bi-weekly pay.

Employees shall elect the Federal 20% option enabling the Board to only deduct 20% for the Federal tax portion of the separate check.

4120.2i

Tenure

All positions which are compensated under parts 4121.1 and 4121.2 are determined by the nature of the activity and the teacher assigned to the same will be informed of the duties and responsibilities involved. No tenure in these positions will be granted and there shall be no entitlement to continue in a position from one year to the next. The Board agrees to give preference to qualified applicants from within the bargaining unit. The Board reserves the right to employ individuals from outside the bargaining unit for any extracurricular positions. All personnel hired from outside the bargaining unit for extra duty positions will be excluded from the bargaining unit. The Board of Education may require the instrumental music teacher to perform as band director as per 4121. Any grievance regarding any extracurricular position (including qualification therefore) may be processed to Level V only.

EXTRA CURRICULAR

4121

<u>CLASS</u>	<u>ACTIVITY</u>
15	BOYS VARSITY BASKETBALL GIRLS VARSITY BASKETBALL BOYS VARSITY FOOTBALL BOYS VARSITY WRESTLING
14	GIRLS VARSITY VOLLEYBALL
13	NONE
12	BOYS VARSITY BASEBALL GIRLS VARSITY SOFTBALL BOYS VARSITY TRACK GIRLS VARSITY TRACK
11	BOYS VARSITY FOOTBALL ASSISTANT (2) BOYS JUNIOR VARSITY BASKETBALL GIRLS JUNIOR VARSITY BASKETBALL BOYS JUNIOR VARSITY FOOTBALL GIRLS JUNIOR VARSITY SOFTBALL BOYS JUNIOR VARSITY BASEBALL BOYS JUNIOR VARSITY WRESTLING GIRLS JUNIOR VARSITY VOLLEYBALL
10	CROSS COUNTRY GOLF BOYS JUNIOR VARSITY FOOTBALL ASSISTANT (2)
9	BOYS MIDDLE SCHOOL FOOTBALL FRESHMEN BASKETBALL
8	BOYS MIDDLE SCHOOL FOOTBALL ASSISTANT BOYS 8TH GRADE HEAD BASKETBALL GIRLS 8TH GRADE HEAD BASKETBALL BOYS MIDDLE SCHOOL WRESTLING BOYS 7TH GRADE HEAD BASKETBALL GIRLS 7TH GRADE HEAD BASKETBALL
7	BOYS MIDDLE SCHOOL BASKETBALL ASSISTANT GIRLS MIDDLE SCHOOL BASKETBALL ASSISTANT
5	MIDDLE SCHOOL TRACK
4	MIDDLE SCHOOL VOLLEYBALL HEAD
3	MIDDLE SCHOOL VOLLEYBALL ASSISTANT

EXTRA CURRICULAR

4121

<u>CLASS</u>	<u>ACTIVITY</u>
15	BAND DIRECTOR (7-12)
14	NONE
13	TICKET SALES BAND (9-12)
12	NONE
11	NONE
10	CHEERLEADERS (VARSITY & JR. VARSITY)
9	NONE
8	NONE
7	PLAY DIRECTOR
6	*NEWSPAPER *YEARBOOK MIDDLE SCHOOL BAND (7 & 8) 11TH GRADE ADVISOR SERVICE AND SAFETY PATROL DEBATE
5	PLAY (ASST.) 12TH GRADE ADVISOR 10TH GRADE ADVISOR 9TH GRADE ADVISOR MIDDLE SCHOOL STUDENT COUNCIL ADVISOR DISTRICT NEWSLETTER PEERLISTENING
4	CHEERLEADERS (JUNIOR HIGH) POM PON NATIONAL HONOR SOCIETY
3	NONE
2	FEDERAL-STATE PROGRAMS

*NOT PAID IF OFFERED AS A CLASS

EXTRA CURRICULAR CLASSIFICATIONS

CLASS	1993-94						<u>4121.1</u>
	0	1	2	3	4	5	6
1	107	215	224	233	243	250	260
2	215	427	442	449	456	468	476
3	427	654	662	674	681	688	698
4	654	870	886	903	924	940	957
5	870	1082	1101	1121	1137	1156	1173
6	1082	1300	1318	1333	1352	1372	1387
7	1300	1514	1542	1570	1594	1622	1649
8	1514	1737	1762	1790	1822	1847	1875
9	1737	1809	1835	1860	1889	1915	1943
10	1809	2169	2203	2239	2275	2310	2347
11	2168	2382	2417	2453	2488	2528	2561
12	2384	2598	2632	2668	2707	2739	2778
13	2598	2821	2866	2911	2955	3001	3046
14	2821	3036	3081	3128	3169	3215	3260
15	3036	3251	3293	3342	3384	3431	3474

CLASS	1994-95						<u>4121.2</u>
	0	1	2	3	4	5	6
1	110	222	230	240	250	258	267
2	222	440	455	463	470	482	490
3	440	674	682	694	701	709	719
4	674	896	912	930	952	969	986
5	896	1114	1134	1154	1171	1190	1208
6	1114	1339	1358	1373	1393	1413	1429
7	1339	1560	1588	1617	1642	1671	1699
8	1560	1789	1815	1844	1877	1902	1931
9	1789	1863	1891	1916	1946	1972	2001
10	1863	2234	2269	2306	2344	2380	2418
11	2233	2454	2490	2527	2563	2603	2637
12	2456	2676	2711	2748	2788	2821	2861
13	2676	2906	2952	2998	3044	3091	3137
14	2906	3128	3173	3222	3264	3311	3358
15	3128	3348	3392	3443	3485	3534	3578

CLASS	1995-96						<u>4121.3</u>
	0	1	2	3	4	5	6
1	114	228	237	247	258	266	275
2	228	453	469	476	484	496	505
3	453	694	703	715	722	730	741
4	694	923	940	958	980	998	1015
5	923	1147	1168	1189	1206	1226	1245
6	1147	1379	1399	1414	1435	1456	1472
7	1379	1606	1636	1665	1692	1721	1749
8	1606	1842	1870	1899	1933	1959	1989
9	1842	1919	1947	1973	2004	2031	2061
10	1919	2301	2337	2376	2414	2451	2490
11	2300	2527	2565	2603	2640	2682	2717
12	2530	2756	2792	2830	2872	2906	2947
13	2756	2993	3041	3088	3135	3184	3231
14	2993	3221	3268	3319	3362	3410	3458
15	3221	3449	3493	3546	3590	3640	3686

HUDSON AREA SCHOOLS SALARY SCHEDULE

4122

<u>STEP</u>	<u>1993-94</u>	<u>1994-95</u>	<u>1995-96</u>
BA 0	28,463	29,317	30,197
BA 1	29,317	30,197	31,103
BA 2	30,195	31,101	32,034
BA 3	31,103	32,036	32,997
BA 4	32,035	32,996	33,986
BA 5	32,996	33,986	35,006
BA 6	33,986	35,006	36,056
BA 7	35,007	36,057	37,139
BA 8	36,056	37,138	38,252
BA 9	37,138	38,252	39,400
BA 10	38,253	39,401	40,583
BA 11	39,400	40,582	41,799
BA 15	40,100	41,382	42,599
BA 20	40,800	42,182	43,399
BA 25	41,500	42,982	44,199
MA 0	30,509	31,424	32,367
MA 1	31,423	32,366	33,337
MA 2	32,367	33,338	34,338
MA 3	33,338	34,338	35,368
MA 4	34,338	35,368	36,429
MA 5	35,368	36,429	37,522
MA 6	36,429	37,522	38,648
MA 7	37,522	38,648	39,807
MA 8	38,647	39,806	41,000
MA 9	39,807	41,001	42,231
MA 10	41,000	42,230	43,497
MA 11	42,231	43,498	44,803
MA 15	43,033	44,498	45,803
MA 20	43,833	45,498	46,803
MA 25	44,633	46,498	47,803

**Early Retirement Stipend
Acknowledgment and Release**

I, _____, hereby acknowledge and affirm that I have voluntarily elected to retire at the conclusion of the _____ semester of the _____ school year and commence my retirement benefits from the Michigan Public School Employees Retirement System (MPSERS) and receive an early retirement stipend of _____ Dollars (\$ _____) from the school district as additional consideration for my retirement at this time. It is expressly understood that this stipend shall be used by me for the purchase of MPSERS universal buy-in retirement credit.

Thus, I hereby release the School District, the Board, the Association and their agents, officers and employees from any and all claims, demands and/or causes of action under the Federal Age Discrimination in Employment Act or the Michigan Elliott-Larsen Civil Rights Act by reason of my retirement and acceptance of the early retirement stipend. I acknowledge that I have had at least forty-five (45) days to consider my decision to retire and receive this early retirement stipend, and that I have had the opportunity to consult with legal counsel, Association representatives and/or others regarding this decision and have elected to retire voluntarily. Further, I acknowledge responsibility for any and all tax consequences and liability as a result of the payment of the early retirement stipend.

I have seven (7) days from the date following my signature below, to revoke my decision to retire and this acknowledgment and release.

Employee: _____

Date: _____

Witness: _____

Witness: _____

