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MASTER AGREEMENT

BETWEEN

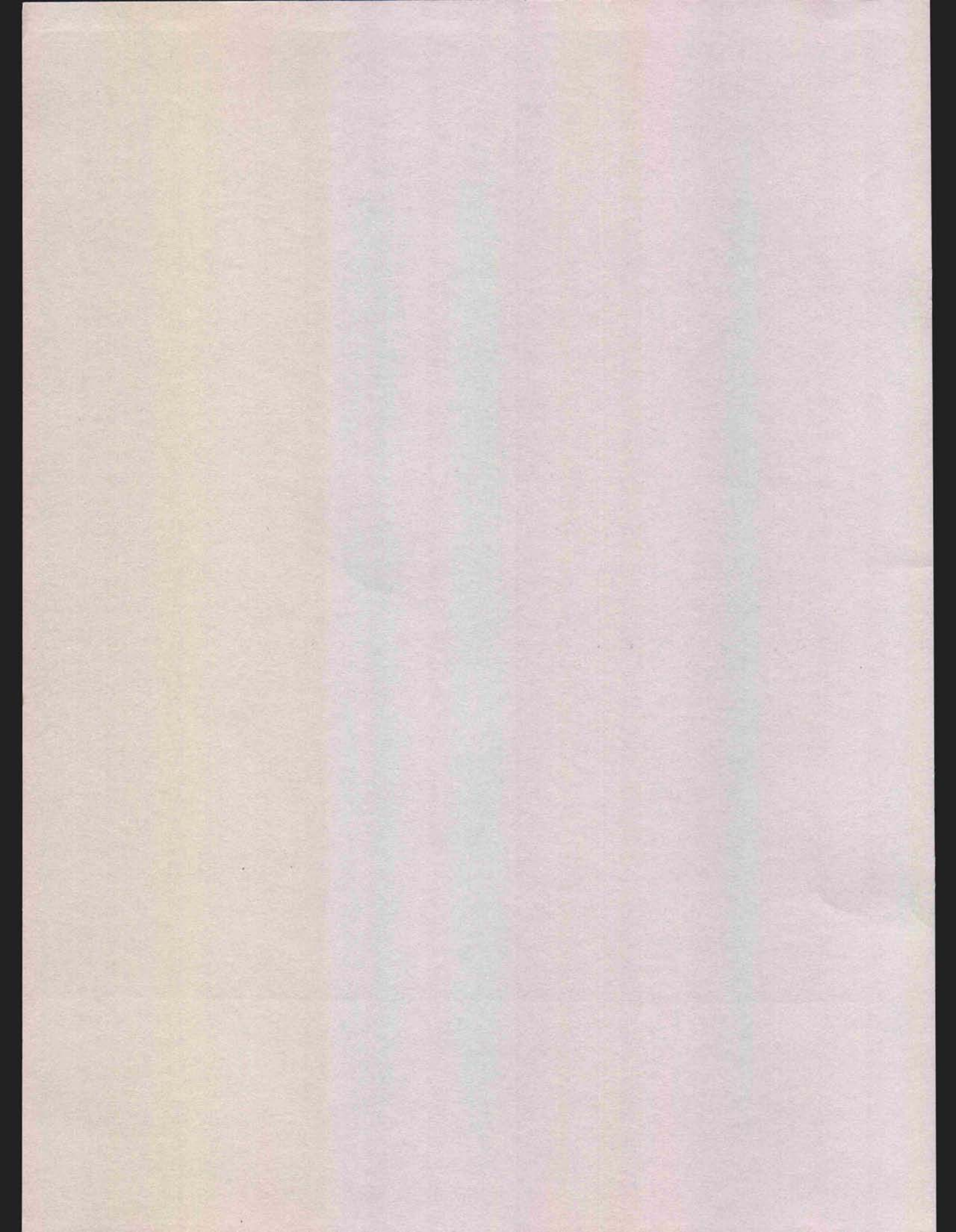
HURON VALLEY SCHOOLS BOARD OF EDUCATION

AND

HURON VALLEY EDUCATION ASSOCIATION, MEA/NEA

2000 - 2003

Huron Valley Schools



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2000 - 2003

TENTATIVE AGREEMENT: August 16, 2000
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PURPOSE

It is the intent and purpose of the Huron Valley Board of Education and the Huron Valley Education association, MEA/NEA, to stabilize the collective bargaining relationship between the parties by entering into this Agreement with regard to wages, hours and other terms and conditions of employment. In addition, the parties through this Agreement seek to promote and stabilize the collective bargaining relationship by also providing an amicable means for resolving disputes, which may arise regarding the interpretation of the terms of this Agreement.

ARTICLE I – RECOGNITION

- A. The Huron Valley Schools Board of Education, hereinafter known as the "Board" hereby recognizes the Huron Valley Education Association, MEA/NEA, hereinafter known as the "association" as the exclusive bargaining representative as defined in Section Eleven (11) of Act 379, Public Acts of 1965 as amended for all K-12 teachers and counselors holding permanent, life, continuing and provisional certificates issued by the Michigan Department of Education, including Librarians, Media Specialists, Music Teachers, Social Workers, Special Education Teachers, Resource Room Teachers, Speech Correction Teachers, School Psychologists, Reading Teachers, Certified Title I Teachers, Certified Student Activities Coordinators, Head Start Teachers, Young Parents Coordinator, full-time Vocational Education Teachers, Career Technical Education Facilitator, Staff Development Program Coordinator, Gifted and Talented Program Coordinator, Student Assistance Coordinator, Facilitator for Staff Development, Young Parents Program Teachers who work fourteen (14) hours or more per week, and Alternative Education Program Teachers who work fourteen (14) hours or more per week; excluding all temporary teachers and others not specifically aforementioned, all Supervisors such as: Superintendent, Assistant Superintendent, Administrative Assistants, Administrative Interns, Director of Educational Projects and all area Community School Personnel while serving in that capacity, Athletic Director, Central Office Administrators, Principals, Assistant Principals as well as other classified administrators.

When a new job is created which requires state teacher certification and which is not clearly included within the bargaining unit the association president will be promptly notified. At the request of the association, the parties will discuss the proper classification of the new position.

- B. The designation of Huron Valley Education Association, MEA/NEA, is understood to be the official name of the Bargaining Agent for the employees listed in Section A. of this Article. Acknowledgment of this organizational name does not indicate, imply or denote recognition by the Board of any teachers not employed by the Board.
- C. The Board agrees not to negotiate with any other organization other than the association for the duration of this Agreement. Nothing contained herein shall prevent the Board and/or administration from hearing and discussing concerns with any member(s) of the bargaining unit provided, however, that the Board and/or Administration shall not engage in any negotiations with these bargaining unit members unless said members are empowered to do so by the association.

ARTICLE II - TEACHER RIGHTS

- A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that all employees included under this Agreement shall have the right freely to organize, join, and support the association for the purpose of engaging in collective bargaining or negotiation, and other lawful concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board, as well as the association, undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 379.
- B. The association and its members shall have the privilege of using school building facilities for meetings outside of school hours on the same basis as all other employee groups in the district, as established by Board policy.
- C. Nothing contained herein shall be construed to deny or restrict to any teacher rights he/she may have elsewhere under this Agreement or under the Michigan General School Laws or other applicable laws and regulations.
- D. 1. Teaching salaries will be paid in twenty-one (21) biweekly installments (as nearly equal as possible) with a payroll check, starting no later than the second Friday of September. The schedule of pay dates for the year shall be published to teachers by October 1 of each school year. Where possible in cases when pay days would occur during a vacation or holiday period, teachers will receive the pay on the last teacher work day preceding the vacation or holiday period.

Regular school year teachers shall select one of the following pay options:

- (1) 21 installments, or
 - (2) 26 installments; teachers selecting this option shall authorize same for the entire school year on a signed form on or before the date established by the Board.
- 2. Teachers in the Year-Round School Program will be paid in twenty-six (26) biweekly installments. All salaries in a given year shall be paid to year-round teachers, prior to the commencement of their next school year. All teachers whose track begins prior to September will receive full retroactive pay adjustments to the first day of work upon the establishment of a salary schedule for that school year.
- E. The Board agrees to make payroll deductions from the salaries of teachers, upon proper written authorization to do so from the teachers concerned, for the following:
 - 1. Credit union payments.
 - 2. Established tax-deferred annuity plan premiums, including payroll deduction for all MESSA Programs and the MESSA Tax-Deferred Annuity Plan.

3. Other deductions approved by the Board after consultation with the association.
4. association dues, or agency fees.
5. Voluntary PAC contributions.

In conjunction with this section of the Agreement, the Board hereby agrees to process association voluntary PAC contributions via a single payroll deduction during the month of October of each year of this Agreement, provided teachers have executed written authorization to do so. Monies deducted pursuant to subsections (4) and (5) of this Section will be forwarded to the local association within ten (10) working days. The Board will remit monies deducted pursuant to subsection (2) of this section within ten (10) working days following receipt of the appropriate billing.

- F. The Board agrees to make available to the association in response to reasonable requests all available information concerning the financial resources of the district, including, but not limited to: Annual audits, names and addresses of all teachers, salaries paid thereto and educational background and monthly financial reports, plus all public information.
- G. The association may have the privilege of using school equipment including typewriters, duplicating machines and audio-visual equipment at reasonable times. The association shall compensate the district for the reasonable cost of all material and supplies as determined by the building principal in consultation with the association.
- H. The association shall have the privilege of posting notices of activities and matters of association concern on a teacher's bulletin board, which shall be provided in each building. The association may use the district mail service and teacher mailboxes for communications; (an association official shall be responsible for placing such notices in mailboxes). Materials for general distribution must be signed by the appropriate association official and a copy be given to the building administrator, prior to distribution. Failure to abide by this provision shall be cause for the association official to remove such material.
- I. The Board agrees that it will not interfere with the rights of its teachers to become, or to refrain from becoming members of the association; and that neither the Board nor its agents, nor the association and its agents, will exercise discrimination, interference, restraint, or coercion against any teacher.
- J. No teacher will be discriminated against by the Board because he/she engages in collective bargaining with the Board, institutes a grievance or complaint under this Agreement, or exercises his/her personal rights as a citizen. Further, the Board and the association agree that no teacher shall be discriminated against with regard to his/her race, color, national origin, age, sex, marital status, or handicap.

- K. Teachers may sign and deliver to the Board an assignment authorizing the deduction of membership dues of the association. The Board shall deduct the amount of such dues from such teachers' pay checks each pay and shall remit such deduction to the association office within ten (10) working days. The parties shall jointly agree upon the procedure for said deductions.

Membership in the association shall not be required for employment. However, the Board and the association recognize that teachers should share the financial obligation required by the collective bargaining process at the local level. Therefore, all teachers, as a condition of employment shall:

1. Sign and deliver to the Board of Education an assignment authorizing deduction of regular membership dues of the association, or
2. Any teacher not electing to become a member of the association within thirty (30) days from the commencement of his/her duties shall pay as a fee to the association an amount to be determined by the association.

In the event that dues, or an agency fee shall not be paid, the Board upon receiving a signed statement from the association indicating that a teacher has failed to comply with the conditions, shall immediately begin, within the framework of proper tenure procedures, to notify said teacher that refusal of said teacher to either authorize the payment of dues to the association or to contribute an agency fee is just and reasonable cause for termination of employment, and said teacher will not be re-employed for the next school year. All teachers new to the district will be informed of this requirement when being offered employment in the district.

The association agrees to promptly advise the Board of all members of the association in good standing and from time to time furnish any other information needed by the Board to fulfill the provisions of this Article which are not otherwise available to the Board.

The Board hereby agrees to process association claims for enforcement of Article II, Section K., as per the procedures outlined in this contract provision. Further, the Board agrees that it will enforce this contract provision to the full extent permitted by law.

All monies collected under this section shall be payable to the local association only.

The Board shall not be liable for any errors or losses in the administration of this provision unless it is shown that the Board was grossly negligent in the care and handling of the monies involved.

In the event of legal action against the Board brought in a court or administrative agency because of its compliance with this Section, the association agrees to defend such action, at its own expense and through its own counsel, provided:

1. The Board gives timely notice of such action to the association and permits the association intervention as a party if it so desires.
2. The Board gives full and complete cooperation to the association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.
3. The damages have not resulted from the gross negligence, misfeasance, or malfeasance of the Board or its agents.
4. The association, in consultation with the Board, has the right to decide whether to proceed with litigation, whether or not to appeal any ruling of a court or administrative agency, and the right to compromise or settle any such action.

The association agrees that in any action so defended, it will indemnify and hold harmless the Board from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Board's compliance with this Section.

ARTICLE III - TEACHER RESPONSIBILITIES

A. It is the responsibility of the association and each individual teacher, as well as the Board, to provide the highest quality educational program possible for every boy and girl in the district. This includes:

1. Careful daily preparation.
2. Participation in building and district-wide curriculum study.
3. Participation in public-oriented activities of the school when it concerns a particular teacher, such as:
 - a. Open houses;
 - b. Public performances of children in plays, concerts, athletic activities or other extra-curricular activities. This provision shall be on a voluntary basis as long as there is sufficient number of teachers available. If necessary, the building principal may assign teachers for each activity or function provided that teachers shall not be required to remain more than forty-five (45) minutes after the conclusion of such events. For purposes of this Section teachers shall not be required to transport students in conjunction with their supervision of these activities.
 - c. Each principal may require the attendance of teachers at meetings, which are contiguous to the normal school day.
 - d. A joint committee shall be established in each high school composed of representatives of both the building administration and teachers to:
 - (1) determine the number of tasks teachers are required to perform at graduation exercises (e.g., collection of caps and gowns, audio-visual, ushers, ticket takers, supervising of student processions);
 - (2) determine the number of teachers required to perform these tasks at the graduation exercises;
 - (3) identify teachers to voluntarily perform these tasks, and,
 - (4) encourage, but not mandate, all staff members to attend the graduation ceremonies.
4. All report cards will be due on the last teacher workday at 2:00 p.m.

Teachers have the responsibility to exercise independent judgment and discretion in the execution of their classroom and extra-curricular activities; however, this responsibility to exercise independent judgment and discretion is not intended to encourage insubordination.

B. Teachers are expected to comply with reasonable rules, regulations and directions adopted by the Board or its representatives which are not inconsistent with the provisions of this Agreement. A partial list of these duties shall include:

1. The teacher association shall designate experienced teachers in each building to assist new teachers during the new teacher's first year of employment.

2. Teachers will have readily available lesson plans for use by substitutes. Teachers shall also prepare and maintain written evidence of adequate planning which will enable principals to review such planning for the purpose of making constructive suggestions to improve teacher performance and to provide a continuous educational program.
 3. Teachers shall dress in a manner befitting their profession.
 4. It is the professional responsibility of each teacher to appreciate and understand the unique characteristics of each student as the youngster presents them to the teacher. It is assumed that the teacher will utilize his/her professional skills to enable each youngster to proceed along the continuum of educational endeavor. Although it is well recognized that some youngsters learn with greater alacrity than others, it is assumed that all can be successful in achieving to a significant degree. Therefore, the teacher should be aware of progress or lack of progress of each individual student.
 5. Supervision of students outside the classroom is a shared responsibility of teachers and building administrators.
 6. The association will attempt to prevent children from involvement in association/Board controversies.
- C. When a teacher is unable to be in school on any given day, he/she shall contact the central office of the Board as early as possible, but in no event later than one hour prior to the time he/she is scheduled to report to school. The Board recognizes that there may be times when exact conformity to this requirement will be difficult. When there is a just reason for failure to give timely notice, no disciplinary action will be taken. However, any teacher who does not follow the reporting procedure without just reason shall lose pay for the day and be subject to disciplinary measures. In no event shall a teacher schedule illness in advance (i.e., call Friday with an illness on Monday).
- D. Time lost by an unauthorized absence from duty may result in disciplinary action.
- E. In order to provide continuing health protection for students and other school personnel, it shall be the policy of the Board that:
1. All newly hired teachers shall be required to file with the Board evidence of satisfactory health signed by a competent physician of the teacher's choice. The evidence of satisfactory health shall be filed within ten (10) working days after the first day of the regular school session.
 2. Thereafter the Board shall have the right to demand a clinical examination of health, at its expense, at any time the Board finds that such examination may be necessary. At the request of the teacher, the Board shall notify the association.

3. The time lost by teachers undergoing such clinical examination shall not be charged against their sick leave or deducted from their salary unless and until they are found to be unable to perform their duties.
- F. Disciplinary action, as set forth in this Agreement, shall be defined as any warning, reprimand, reduction of professional compensation or other professional advantage, time off without pay, or discharge.
 - G. Since meaningful parent conferences do not always take place on pre-scheduled days, teachers are encouraged to call or hold such conferences at any time during the year.
 - H. Teachers shall consider their employment with Huron Valley Schools and their obligation to students as their primary employment responsibility.

ARTICLE IV - TEACHER PROTECTION

- A. All monitoring or personal observation of the work performance of a teacher shall be conducted openly and with the full knowledge of the teacher.
- B. Teachers shall be responsible within their classrooms for creating and maintaining conditions conducive to learning following procedures which are sound in terms of modern psychology and pedagogy. The Board shall give all reasonable support and assistance to teachers in the creation and maintenance of these conditions and in the use of such control and discipline of students as may be necessary to create and maintain these conditions. Principals and teachers will work cooperatively in resolving discipline problems, which disrupt good classroom operations.
- C. Principals and Supervisors agree to develop in consultation with their staffs:
 - 1. guidelines for the implementation of Board policy,
 - 2. procedures for prompt consultation when needed, particularly on discipline problems involving a student being sent to the office after the teacher has met all discipline responsibilities as outlined by the building principal in writing.

Generally a teacher will be expected to seek administrative assistance and cooperation whenever it is necessary, in the teacher's estimation, to remove a pupil from the classroom. However, if the persistence of the misbehavior or the nature of the violation totally disrupts the normal classroom activities, the teacher may excuse a pupil from class. In all such cases the teacher shall immediately report the problem to the principal or a designee. The principal or a designee will confer with the teacher before returning the pupil to class.

- D. It shall be the responsibility of the teacher to report to the principal on the appropriate form, as supplied by the district, the name of any student who in the opinion of the teacher needs particular assistance from special services personnel. Upon receipt of such referral, the Board shall initiate the necessary procedure to fulfill such request for services within sixty (60) days.
- E. Any case of assault upon a teacher in the course of employment as a teacher (or because of employment as a teacher) shall be promptly reported by the teacher to the principal of the school. At the request of the teacher involved, the Board shall provide and pay for an attorney to advise the teacher of his/her rights and obligations with respect to such assault provided, however, that the Board or its representative, determines that the teacher was acting in accordance with and within the scope of his/her duties and authority and Board policy. Such determination is specifically subject to the grievance procedure. If the teacher requests the Board's further assistance to institute and proceed with a civil suit, the Board's representative will confer with the teacher and the Board will respond to that request in writing within twenty (20) working days. The teacher may at his/her own expense proceed with a civil suit without reprisal.

- F. Any absences by a teacher because of an assault upon the teacher in the course of employment, shall be fully excused and shall not be considered to reduce said teacher's sick day allowance; and the teacher shall receive an amount equivalent to his/her full salary for any time off each year until age 65 because of said assault or because of any law suit arising out of said assault which can be net salary or the difference between full salary and worker's compensation benefits that are in lieu of salary provided, however, as to all of the above, that it is determined by the Board or its representative that the teacher was acting in accordance with and within the scope of his/her duties and authority and Board policy. Such determination is specifically subject to the grievance procedure. Such salary continuance will be at the level attained as of the teacher's last day worked.
- G. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property, but shall not be individually liable, except in the case of gross negligence or neglect of duty for any damage or loss to person or property.
- H. The use of any video or audio transcriptions of classroom activities shall be prohibited unless with the full knowledge and prior consent of the teacher.

ARTICLE V - TEACHER EVALUATION

The parties recognize the importance and value of developing a procedure for assisting and evaluating the progress and success for both newly employed and experienced personnel covered by this Agreement.

- A.
 1. The performance of all teachers shall be evaluated in writing and the source shall be indicated (i.e., actual observation, parent feedback, student feedback, teacher feedback, etc.). Probationary teachers shall be evaluated at least three (3) times during the school year. The first evaluation shall not be sooner than twenty (20) calendar days, nor later than sixty (60) calendar days following the teacher's commencement of service, and the third evaluation shall be completed not later than eighty (80) calendar days prior to the end of each probationary school year. This schedule is intended as a guideline to insure regular communication between the probationary teachers and the administrators who evaluate them; however, strict adherence to this schedule of evaluations may not be possible in every case. Tenure teachers shall be evaluated at least once each year.
 2. All evaluations and recommendations regarding the future and/or continued employment or non-employment of teachers shall be forwarded to the Superintendent. Probationary teachers whose services are being terminated shall be informed in writing of the reasons therefor, and shall be afforded an opportunity for a conference with the Board prior to any final action being taken regarding their dismissal. Tenure teachers shall be notified of their rights under the Tenure Act prior to their dismissal.
 3. The Board agrees to inform the association of all pending teacher dismissals in a timely manner.
 4. Tenure teachers who are notified of their pending dismissal may be suspended with pay pending a final determination by the Board as to their future employment status with the district.
 5. The Tenure Teacher Evaluation Process, as developed by the 1984-85 Evaluation Committee, is incorporated into this Agreement as Appendix D, and will be reviewed periodically by a joint committee of the Board and the association.
- B. Evaluation of teachers by administrators shall continue to be made carefully and with due deliberation. However, it is expressly understood that such evaluations of teachers by administrators may become part of the rationale for disciplinary measures, including dismissal. Any unsatisfactory items on the evaluation must be accompanied by suggested steps in writing to correct the situation and consequences if the situation is not corrected, including a timeline for correcting the deficiencies.

- C. Evaluations shall only be conducted by the building principal or assistant principal or other full-time administrator familiar with the teaching situation. Each classroom observation shall be made in person for a reasonable length of time. It is recognized by the parties that classroom performance based on actual observations is a major consideration in determining teacher competency.

Employees assigned to more than one building shall have a designated evaluator. Other administrators may provide input to the evaluator of record for inclusion in the formal evaluation.

- D. Three (3) copies of the written evaluation shall be submitted to the teacher at the time of personal interviews: one copy of the evaluation shall be signed by the teacher and returned to the principal, one returned to the Superintendent, the other to be retained by the teacher. Each written evaluation should be thoroughly discussed with the teacher before submission to the Superintendent, and it should bear both the signature of the principal and the signature of the teacher. A teacher's signature on the evaluation report does not necessarily constitute agreement but is an indication that the teacher is completely familiar with the evaluation report. If the teacher does not agree with the principal's evaluation, the teacher may, within fifteen (15) teaching days after receipt of said evaluation, sign it, and submit his/her own evaluation to be placed in the personnel file.
- E. 1. Teachers shall have the right, upon written request, to make an appointment with the Assistant Superintendent of Personnel to review the contents of their own personnel files. A representative of the association may, at the request of either party, accompany the teacher in this review. Each teacher's personnel file shall contain the following minimum items of information:
2. TB report and required medical information as supplied by the teacher, all teacher evaluation reports as supplied by the building principal, a copy of the current annual contract and pay record as supplied by the Board, a copy of the teacher's certificate as supplied by the teacher, a transcript of academic records as supplied by the teacher, and tenure recommendations as supplied by the principal.
 3. Letters from parents, newspaper clippings, records of phone calls shall not be placed in the teacher's file without the teacher's knowledge and opportunity to respond thereto. For purposes of this paragraph, materials will be removed from the personnel file after a period of one (1) year, provided that the teacher so involved requests the removal.
 4. Documents with the exception of confidential credentials and recommendations submitted for the purpose of employment, shall not be placed in the teacher's file without the teacher's knowledge and opportunity to respond thereto.
 5. No material concerning disciplinary action or reprimand may be placed within a teacher's personnel file without allowing the teacher an opportunity to file a response thereto, and said response shall become a part of said file. Upon written request of the teacher, a copy of any such reprimand will be submitted to the association.

6. Newly-hired teachers or teachers who have a change in their certificate must file their valid certificate and their official transcript of credits with the Personnel Office by September 15th. Failure to file the certificate or official transcript shall result in withholding of pay until such filing has been completed. Further, all newly employed secondary teachers shall provide the building principal with an official copy of their transcript.
- F. No teacher shall be disciplined, reprimanded, or reduced in rank or compensation without just cause. Any such discipline, reprimand, or reduction in rank or compensation not covered by the Michigan Tenure of Teachers Act as amended (Act 4 P.A. of 1937) shall be subject to the grievance procedure hereinafter set forth.
- G. This entire Article is currently being reviewed by the Evaluation Subcommittee with the intention of developing a new evaluation process for the 2001-2002 school year. Portions of the new document may be piloted for the 2000-2001 school year.

ARTICLE VI - TEACHING HOURS

- A. A maximum of thirty-five (35) hours per week, exclusive of a thirty (30) minute unassigned duty-free lunch period per day, will be required by each teacher at his/her assigned building.
1. The normal weekly teaching load in the middle schools and senior high schools will be: twenty-five (25) teaching periods and five (5) unassigned preparation periods based on a six (6) period day, or twenty-five (25) teaching periods, five (5) unassigned preparation periods, and five (5) assigned preparation/conference periods based on a seven (7) period day; scheduled by the principal after consultation with the staff.
 2. The normal weekly teaching load in the elementary schools will not exceed five (5) hours of classroom instruction per day and unassigned preparation time as set forth in Article VI, Section B.; scheduled by the principal after consultation with the staff.

The schedules for fine and applied arts teachers shall be established after consultation with the appropriate staff representatives. To the extent possible such schedules will be limited to two buildings per week.
 3. The remainder of the required duty time to be spent at the assigned buildings (elementary and secondary) will be decided by the principal after consultation with the staff.
 4. Five (5) hours per week of additional time beyond time spent at the teacher's assigned building is acknowledged as a minimum amount of time to be spent furthering educational growth.

- B. The normal weekly teaching load for classroom teachers, including counselors, media specialists, and fine and applied arts teachers shall include five (5) conference planning periods per week. Elementary teachers will be guaranteed an average of 150 minutes per week for preparation time during the instruction day excluding released time during recess duty under Article VII, Section D. The elementary preparation time shall be scheduled in meaningful blocks of time of no less than thirty (30) minutes duration.

Elementary classroom teachers will not be required to supervise lunch periods.

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

Conference periods shall be used for such things as preparation, conferences with parents, teachers, and administrators, and special assistance to students. Conference time shall not be used or spent on any unconnected or non-school activity. In addition, it is expressly understood that if teachers must leave their building during the preparation time, they will notify the principal.

- C. No regularly assigned teacher shall be assigned by the administration to substitute for a regularly assigned teacher except in case of emergency, it being understood expressly that the failure of a substitute to arrive on schedule or inability to secure a qualified substitute shall be considered an emergency. In the event of an emergency, a regularly assigned teacher shall be paid the Additional Teacher Duty rate in Appendix A-2. It is agreed that any such assignment of a teacher as a substitute shall be made as far as possible in advance. Where possible, volunteers will first be sought, and if there are no volunteers, such assignments will be rotated among available teachers. Further, should teachers be assigned to supervise pupils during their lunch period in the elementary school, they shall be paid the Additional Teacher Duty rate in Appendix A-2.

Teachers who participate in Curriculum Development and Staff Development activities shall be compensated at the rate for same which is contained in Appendix A-2, and in accordance with the policy which is incorporated as Appendix E of this Agreement.

- D. After negotiations between the Board and the association, the school calendar shall be adopted by the Board and made public on or before the last day of school for students each year. In the event agreement has not been reached by the parties at the time of such Board action, then the action of the Board shall be subject to further negotiations between the parties.
- E. On any day when school sessions are scheduled but that student attendance is canceled by the Superintendent due to natural causes or Acts of God, then the following provisions shall prevail:

1. Teachers are not expected to report to their schools.

2. A fan-out system of telephoning will be initiated by the building principal to notify teachers as early as possible when they are not expected to report to the schools.
 3. In the event one or more buildings are closed but the district student attendance has not been canceled, the teachers of the closed buildings may be required to report for duty in other buildings.
- F. It is understood and agreed that the school calendars, as set forth in Appendix B-1, have been developed in compliance with the requirement of the State Aid Appropriations Act to provide 180 days of student instruction. The intent of the parties is to permit receipt of state aid without penalty. However, the parties recognize that due to conditions not within the control of school authorities, so called "Act of God" days, such as, but not limited to, severe storms, fires, epidemics, or health conditions as defined by the appropriate health authorities, there may be days when pupil instruction is scheduled but not provided within the meaning of the State Aid Appropriations Act. On such days when pupil instruction is not provided, Section E., above, shall be in effect.

It is the intent of the parties to provide a minimum of 180 days and the number of hours of pupil instruction, as defined by law, plus additional teacher duty days. "Act of God" days, when instruction is not provided (as set forth above), and which are not allowed as days of student instruction in the State Aid Appropriations Act, shall be rescheduled on consecutive weekdays in June beginning on the scheduled "Record Day"; or, for the 45-15 program, on consecutive weekdays beginning on the first day of the May vacation break. The scheduled "Record Day" shall be rescheduled on the first weekday after the rescheduled instruction days. Any "Act of God" days when instruction is not provided which are not required by law to be rescheduled shall not be rescheduled. It is understood that teachers shall work on days rescheduled herein and shall receive no additional compensation therefor.

ARTICLE VII - TEACHING CONDITIONS

- A. The Board agrees to keep the schools equipped and maintained; this includes adequate provision of attendance books, paper, duplicating materials and equipment, chalk, erasers, dictionaries, and other such material and equipment required in the daily teaching responsibilities. The Board agrees to provide significant instruction in the areas of physical education, art, music, reading and library skills in each elementary school in the district. The teachers in these skill areas are to be considered regularly assigned teachers. Further, these teachers are to be considered an integral part of the educational program. The time spent by a class of students receiving instruction from a specialist in the above areas may be used by elementary teachers for preparation, planning and conferences. Attempts will be made to schedule the time of special teachers with equity within each given building.
- B. The Board shall make available in each school an appropriately furnished lounge and/or work space and a lavatory for teachers' use. Provisions for separate lunch facilities along with a furnished lounge and/or work space and a lavatory for teachers' use will be made in all future buildings on a basis proportional to the number of teachers in each building.
- C. Adequate, regularly maintained parking lots shall be made available to the school staff for their use. Concrete or asphalt sidewalks shall be provided to extend from the lot to the building and such sidewalks will be maintained. Precautions will be made to protect staff vehicles from vandalism during the day.
- D. Since the Board, the association and the teachers recognize the continued necessity for safety and welfare of students on the playground and that recesses are an integral part of the educational program, elementary teachers shall continue to supervise the students during recess. For grades 4 through 6, this recess period will be left to the agreement of the teachers and the principal. The assignment of the teachers for adequate recess coverage shall be on a rotating basis as established by the building administrators in consultation with their staffs.
- E. Teachers will not be responsible for the collection of monies for milk and lunch. Further, the Board shall work toward limitation of other items with reference to the collection of monies.
- F. 1. The Board shall endeavor to develop patterns of organization to equalize the student-teacher ratio between various buildings. Further, the Board shall review attendance boundaries considering the differences in growth patterns within the district each year in an attempt to equalize classroom teacher-student(s) ratio between various buildings.

2. In order to provide acceptable class size levels the Board shall endeavor to maintain the following class size limit recommendations:

Young Fives - Desired Range, 18-24
K - Desired Range, 23-26
1 - Desired Range, 24-27
2 - Desired Range, 25-28
3-5 - Desired Range, 25-29
6-12 - Class Load Limit, 162*

Recognizing the added responsibility involved in split grade assignments, the Board will reduce the size of split grade classes wherever possible.

*Exceptions to the Class Load Limit are vocal and instrumental music, physical education, typing and study halls.

3. In the event a class or load exceeds the desired range or class load limit by three or more students, then the teacher may conference with the principal. If no mutually satisfactory solution is found, the teacher and/or association representative will make an appeal to the Class Size Commission.
4. The Class Size Commission will consider the following possible alternatives in providing relief:
 - a. Transfer of students.
 - b. Rescheduling students.
 - c. Provide Aide time.
 - d. Add a teacher or section.
 - e. Provide materials or supplies.
 - f. association consent.
 - g. Other mutual arrangement.
5. If the class size or class load concern is not satisfactorily resolved under parts 3. and 4., above, then the matter may be subject to the Grievance Procedure beginning at Step 3.
6. It is understood that large group instruction, differential staffing and other such experimental or innovative programs may be exceptions to the ratios established above with the agreement of the principal and classroom teacher.
7. It is understood that attempts will be made to balance the enrollment in secondary classes of like kind within each building.

8. Three weeks after the beginning of school the Board will report individual elementary class size and individual secondary loads (Class Assignment) to be reviewed by the Class Size Commission which shall be comprised of association representatives and Administrators for the purpose of identifying critical areas and to recommend solutions.

Within one week following the Fall State Pupil Membership Count Day and within one week after each of the first three marking periods, the Superintendent or his/her designee shall send the association a summary report of the district-wide elementary classroom teacher-student ratio.

- G. The Board recognizes that appropriate texts, library reference facilities, maps, globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. Further, that efforts shall be continued to seek and use textbooks and supplementary reading materials which contain the contribution of minority groups and women to the history, scientific and social development of the United States. The parties will confer from time to time for the purpose of improving the selection and use of such educational tools, and the Board shall consider all joint decisions made by its representatives and the association.
- H. Student teaching assignments will be made with the consent of the individual teacher. All compensation received by the school district for placing student teachers within the school district will be paid directly to the supervising teacher.
- I. In the event of a school closing, teachers from that school will be given one day's paid time to pack their rooms and professional belongings for an orderly transfer. This consideration shall also be provided for teachers being involuntarily transferred. This time can be arranged at the Board's discretion.

ARTICLE VIII - BOARD RIGHTS, RESPONSIBILITIES, AND PROTECTION

A. Except as modified by the specific terms of this Agreement, the Board retains all rights and powers to manage the school district and to direct its employees, including teachers. The association recognizes these management rights and responsibilities as conferred by the Laws and Constitution of the State of Michigan, and inherent in responsibilities to manage the Public School System, including the right:

1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees, including the teachers, during working hours.
2. To hire all teachers and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion, and to promote and transfer all such teachers.
3. To establish levels and courses of instruction, including special programs and to provide for athletic, recreational, and social events for students, all as deemed necessary and advisable by the Board.
4. To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature.
5. To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers and other employees with respect thereto and with respect to administrative and non-teaching activities.
6. Pertaining specifically to sub-sections 3. and 4. above, the Board recognizes that successful planning of the school program will involve active teacher participation.

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

- B. The Board, through the school administration, has the responsibility to evaluate the work of teachers and to inform each teacher of its view of his/her work.
- C. The Board will attempt to prevent children from involvement in association/Board controversies.

- D. Except as set forth herein, all rules, regulations, policies, procedures and practices set forth by the Board shall remain in full force and effect and may be changed and up-dated from time to time, but in no way shall they be in conflict with the provisions set forth in this Agreement. The Board Policy Handbook will be available for teacher reference in each building, and an updated copy will be provided to the HVEA President for association use.
- E. During the duration of this Agreement, the association agrees that it or the teachers shall not authorize, engage in, condone, or ratify any strike, which affects the normal operation of the Huron Valley School District. A strike shall be defined to include slowdowns, boycotts, picketing, work stoppages of any kind, including mass "sickness", and other concerted activities having the effect of interrupting work or interfering with the normal school business. In the event of any such violation of this Section, the association shall endeavor to return the teachers to work as expediently and quickly as possible. It is understood however, that the association shall not be held liable for any action of a teacher or a group of teachers when the association has acted in good faith with this provision. Any teachers involved in a strike as herein defined may be subject to disciplinary action without recourse to the grievance procedure.

ARTICLE IX - PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS

- A. Teachers employed by the Board of Education for a regular teaching assignment as recognized in the recognition provision of this Agreement, must have a provisional, continuing, professional, or permanent teaching certificate valid in the State of Michigan.
- B. Teachers shall not be assigned outside the scope of their teaching certificates, except temporarily and for good cause. Building principals will verify assignments with the Assistant Superintendent of Personnel by the fourth Friday, and a copy of all assignments will be sent to the association.
- C. Teachers will be given written notice of their schedules (including extra-curricular assignments, where applicable) when possible, by the first day of June, providing they give written assurance of their intentions to return to that assignment (including extra-curricular assignments, where applicable) on or before the same date. In the event changes are made in an individual teacher's schedule after June 1, notification will be promptly sent to the teacher so affected. At that time, if the teacher is not satisfied with the assignment, the teacher may choose to be released from his/her contract without repercussions.
- D. Any assignments in addition to the normal teaching schedule during the regular school year, including extra duties enumerated in Appendix A, shall not be obligatory but shall be with the consent of the teacher. Assignments of extra duties will be made annually at the discretion of the Board.
- E. To the extent that a more experienced teacher acts as a mentor or coach to a newly hired or less experienced teacher, it is understood that such mentoring will be voluntary on the part of the more experienced teacher, and further, that the professional relationship between the mentor and mentee shall be confidential as regards evaluation or disciplinary processes, which processes shall remain the responsibility of the Board.
 - 1. Serving as a Mentor Teacher shall be voluntary. The professional relationship between the Mentor and the Mentee shall be confidential as regards evaluation or disciplinary processes, which processes shall remain the responsibility of the Board.
 - 2. A teacher who accepts an assignment as a Mentor shall be paid a stipend in the amount of \$350.00 per Mentee per year. The Mentor may not accept more than three (3) Mentees at any one time.
 - 3. Every reasonable effort shall be made to have the Mentor from the same building as the Mentee, hold and be teaching in the same area of certification as the Mentee, and have a common Planning Period as the Mentee.

ARTICLE X - TRANSFERS AND VACANCIES

- A. A request by a teacher for transfer shall be made to the Assistant Superintendent of Personnel in writing prior to April 30 on forms furnished by the Board, and a copy of the transfer request shall be forwarded to the immediate principal. After consideration of the transfer requests, any vacancy must be posted. The application shall set forth the reasons for transfer, the school, grade and/or position sought and the applicant's academic qualifications. The teacher requesting a transfer will notify and discuss the matter with the principal of the school to which he/she wishes to be transferred. If all parties - the teacher, the principal of the school to which the teacher wishes to transfer, and the Board are in favor of such transfer, then the transfer shall take place. In each case where a teacher has requested a transfer under this Section and where the request is not granted for any reason, the teacher will receive an explanation in a timely manner. However, it is understood that transfers after the close of school shall be granted at the discretion of the Superintendent.
- B. It is recognized by both parties that involuntary transfers may be necessary; however, the Board agrees that involuntary transfers will be made only for good cause. Following one week notification, plus consultation with the teacher or teachers and principals concerned at a meeting, including the Superintendent or his/her designee and the association President or his/her designee, it shall be up to the Superintendent of Schools as to whether an involuntary transfer is necessary. Upon written request of the teacher, the association shall also be notified of the reasons for such unrequested transfer.
- C. When involuntary transfers are effected for a necessary reduction in a school's staff allocation due to reduced student enrollment, reduced finances or the closing of a building, qualifications, program needs and seniority shall be considered in such transfer decisions. When qualifications and program needs are predominately equal, seniority shall prevail.
- D. The filling of instructional vacancies shall be accomplished by using the following procedures:
1. Review all transfer requests.
 2. Provide the association President with appropriate postings including qualifications and job descriptions (where possible), as vacancies occur.

All known instructional vacancies will be posted in each school building in the district between April 1 and April 15.

The filling of extra-curricular vacancies shall be accomplished by posting same for five (5) working days within the building where the vacancy occurs, with preference given to filling the position from within the respective building staff. In the event that an extra-curricular position cannot be filled in this manner, it will be posted district-wide for a period of five (5) working days.

- E. The Board and the association recognize that transfers of personnel to fill vacant instructional staff positions arising during the school year is disruptive to the educational process. However, to insure that recognition is given to the aspirations and abilities of its staff, all such vacant instructional staff positions occurring during the school year will be considered to be filled on a temporary basis when personnel outside the district are hired. All transfer requests made by current staff to these positions shall be given priority in filling these vacancies for the following school year. Teachers desiring a transfer shall endeavor to submit their requests within five (5) working days after the postings. If no transfer request for the position has been made by April 30, then the position may be otherwise filled by the district. Notice will be sent to the association President when a vacancy has been filled on a temporary basis. The Board agrees to inform temporary teachers in writing of this contract provision prior to their employment.
- F. All vacant supervisory positions within the instructional staff shall be posted in every school building. A supervisory position is defined as one having the scope and authority of hiring, promoting, demoting, or dismissing employees. No such vacancy shall be filled, except on a temporary basis, until such vacancy shall have been posted for at least two (2) weeks.
- G. A Screening Committee including a Huron Valley teacher representing the association may interview candidates for Huron Valley instructional administrative positions.
- H. Any qualified teacher may apply for any instructional supervisory vacancy. In filling such vacancy, the Board shall consider the professional qualifications, background, attainments, and other relevant factors, including seniority of all applicants from within the school district, as well as applicants from outside the school district. Provided, however, in all appointments to positions, the Board's decision shall be final and not subject to the grievance procedure.
- I. Any teacher who shall be transferred to an administrative or executive position and shall later return to a teacher status shall be entitled to retain such rights as he/she may have had under this Agreement prior to such transfer to supervisory or executive status.
- J. A bargaining unit member, who has not previously attained tenure under the Michigan Teacher Tenure Act (MCLA 38.71, et seq.) in a position other than as a classroom teacher, who is placed in a position other than a classroom teacher, shall not be deemed to have tenure in such non-classroom teaching position by virtue of this contract or any individual contract for such non-classroom position, but shall be deemed to have continuing tenure as an active classroom teacher after the probationary period if applicable.

- K. Whenever vacancies occur during the normal summer months the following procedures shall be followed:
1. Teachers with specific interests in possible vacancies will notify the Personnel Office or Assistant Superintendent of their interest in writing during the last regular week of school and shall include a summer address.
 2. Should a vacancy occur, the teachers who have expressed an interest in said position or similar position shall be contacted by the Personnel Office or Assistant Superintendent and notified of the vacancy.
 3. The teachers so notified shall have the responsibility of contacting the Personnel Office or Assistant Superintendent indicating their interest in said position within three (3) days of notification.
 4. Notice of summer postings shall be sent to the association President.
 5. Vacancies will be posted at the district's administration office for a period of five (5) working days.

ARTICLE XI - SENIORITY

- A. Seniority is defined as length of unbroken service within the school district and shall be computed from the employee's first day of work. All employees shall be ranked on a list in the order of their first day of work as above defined.

In the circumstance of more than one individual having the same seniority date, ties will be broken by applying the following criteria in the order listed:

1. total teaching experience excluding substitute teaching
 2. substitute teaching experience in Huron Valley
- B. The seniority list shall be posted in all buildings of the district by the last working day of the first semester of each school year. A copy of the seniority list and subsequent revisions and updates shall be forwarded to the association.

Further, seniority listing for teachers with up to two (2) years more seniority than the most senior teacher on the layoff list shall also include certification, total years teaching experience, excluding substitute teaching, and total length of Huron Valley substitute teaching experience. Should layoff considerations render it necessary, the seniority listing which includes certification and total teaching experience shall extend to teachers who have over two (2) years more seniority than the most senior teacher on the layoff list.

- C. Seniority is lost when employment is severed by resignation, retirement or discharge for cause. However seniority is retained if severance of employment is due to layoff. In cases of layoff, bargaining unit members so affected shall continue to accrue seniority while on layoff status.
- D. Seniority shall continue to accrue while an employee is on an approved unpaid leave of absence.
- E. Employees on layoff prior to August 21, 1981, shall accrue seniority during the period of layoff for all time served as a reserve teacher during the 1980-81 school year. Seniority accrual for all others on layoff status shall be effective August 21, 1981.

ARTICLE XII - STAFF LAYOFF AND RECALL PROCEDURES

- A. In cases requiring a general cutback or reduction of teachers through layoff from employment the following procedure will be utilized. The Board agrees to layoff only the necessary number of teachers; said layoff of teachers will be one (1) teacher per thirty (30) students.
1. Before official action on a reduction of teachers is taken by the Board, it will give notice in writing to the association of the reduction to afford the association timely opportunity to consult with the Board and to make recommendations concerning the reduction.
 2. As soon as the names of the teachers to be laid off are known, a list of such names in order of layoff shall be provided to the association. This list shall include for each teacher so named the seniority, certification, and qualifications. Individual teachers affected will be notified in writing as soon as possible, but in no case less than sixty (60) days prior to the effective date of the layoff.
 3. In the event of a recall, the Board will institute retraction of lay-off notices in reverse order which, when implemented, will provide that teachers will be re-employed in accordance with the provisions of the Michigan Teacher Tenure Act (Act Number 4, Public Act of 1937, as amended). The association shall be given the names of all teachers so notified at the time the notices are issued.
 4. The Employer shall be obligated to maintain a laid off teacher's name on an active recall list until that teacher has been given the opportunity to reject or accept a recall offer. Refusal of recall shall be deemed job abandonment, and shall result in termination of all employment rights, unless the refusal is based upon one of the following four reasons: a legal obligation of employment with another Michigan public school district; a written contract of employment which cannot be terminated; refusal of recall to a less than comparable position to the one from which the employee was laid off (e.g., less hours, less pay, or less fringe benefits); or the employee qualifies for and receives a leave of absence for disability, child care, military service, or hardship under the terms of Article XIII. An employee refusing recall shall state the reasons in writing, or shall apply for a leave in writing within five (5) calendar days of receipt of the letter of recall. If the district does not agree that the employee has a basis for refusal of recall or the leave request is denied, the employee shall be notified and given an opportunity to accept recall. An employee who refuses recall because of employment obligations shall remain on the recall list with recall rights as outlined in this Article after the term of the conflicting employment. Employees who refuse recall to less than comparable positions shall remain on the recall list with recall rights as outlined in this Article to the first comparable vacancy for which no other laid off employee has a superior right. The rights of employees who apply for a leave of absence are controlled by Article XIII.

5. Beyond the date of layoff, the Board shall not be obligated to extend to any laid off teacher any of the wages, terms or conditions of employment within this Agreement.

The laid off teacher shall be given the opportunity to remain under group insurance policies at his/her own expense for eighteen (18) months if permitted by the carrier and upon prepayment of premiums by the teacher.

B. Layoff and Recall Procedure

The Board after consultation with the Administration and association shall determine the extent of staff reductions. The following procedures shall be utilized:

1. Probationary teachers shall be laid off according to certification, seniority and qualifications.
2. Tenure teachers shall be laid off according to certification, seniority and qualifications.
3. Certification - The district shall layoff and recall teachers based upon the state certification requirements for the programs determined by the school district. A permanent or continuing certificate shall have priority over provisional certification in cases where the length of service is equal.
4. Within similar certification status situations, layoff and recall will be based on the teachers' seniority.
5. To be qualified for middle school assignments in vocal music, instrumental music, art, home economics or industrial arts, the teacher must have a major or minor or successful teacher experience in that field of specialization.
6. As vacancies occur, tenure teachers shall be recalled first and in inverse order of lay-off. Probationary teachers shall then be recalled. The order of recall for probationary teachers shall be determined in inverse order of layoff as determined by the Board.
7. No new teacher shall be hired before teachers who are laid off have been offered a position and have declined to or failed to accept the position for any reason.
8. The Board shall not hire a new teacher to a position, which could otherwise be filled by recall or transfer of existing staff, unless such a transfer will have the effect of depleting a school program. The association will cooperate and render assistance in securing such transfers.

The association is to be informed of the reasons if a new hire is still necessary.

- C. In determining proper certification or approval as well as academic credits for purposes of this Article, the records maintained in the Personnel Office shall be conclusive.
- D. The Board of Education shall give recall notice in two ways:
 - 1. First, the Board representative shall attempt to notify the teacher of an available assignment by telephone. In the event that the Board representative is unable to reach the teacher by telephone within a forty-eight (48) hour period, the second method of contacting the teacher will be utilized.
 - 2. Under this second option of contacting the teachers, the Board shall retract layoff notices by sending a registered or certified letter or telegram to said teacher at his/her last known address. It shall be the responsibility of each teacher to maintain a current address in the Personnel Office. The teacher's address as it appears on the personnel records shall be conclusive when used in connection with the layoff procedure or cancellation of layoff. If said teacher fails to respond and acknowledge acceptance of the assignment available to him/her within five (5) days from the date of receipt - unless an extension is granted in writing by the Board - said teacher shall be considered to have voluntarily resigned and shall thereby terminate his/her individual employment contract and any other employment relationship with the Board.
- E. The Board will give preference to teachers whose names are on an active recall list in employing permanent and per diem substitutes.
- F. In the event a teacher who has received notice of layoff and files for and receives unemployment compensation, the teacher shall have his/her salary reduced by an amount equal to the unemployment payments received if the teacher is recalled or the notice of layoff is rescinded prior to the effective date of the layoff. This repayment shall be payroll deducted in equal installments prior to December 31 of the year.

ARTICLE XIII - LEAVES OF ABSENCE

- A. Upon written application to the Board a teacher may be granted maternity leave, child care leave, medical leave, professional leave, government service leave, or other leave without pay. A leave may also be granted for the purpose of participating in exchange teacher programs in other states, territories, or countries, foreign or military teaching programs, the Peace Corps, National Teachers or Job Corps as a full-time teaching participant in such programs. As per the law, all such leaves may be renewable. Before being granted a leave of absence, the teacher shall state in writing the intention to return to the school system. Where possible leave requests under this Section shall be given to the Board by May 1 of the year preceding the requested leave. Any teacher returning from a leave of absence shall be offered reinstatement to the previous or a comparable position, if available; if not available, the teacher shall be assigned to a position for which the teacher is qualified provided written notice of intention to return shall be given to the Board by March 1 of the school year in which the leave expires and the teacher is still qualified and competent to perform the teaching duties. The Board may require a medical examination as a prerequisite to reinstatement. Salary increments shall not accrue for medical, maternity leave or child care leave.

During a period of teacher layoffs the Board agrees to grant additional consideration to teacher requests for unpaid leave.

- B. Pregnancy Leave - Sick Leave. Pregnant employees who are actively employed at the onset of any period of disability caused by the pregnancy, childbirth, or other termination of pregnancy, shall be eligible for all sick leave and disability benefits, set forth elsewhere in this contract, on the same basis as employees suffering from other illnesses or disabilities. Such benefits shall be available for the duration of the period(s) of disability as certified by the appropriate medical personnel.

A pregnant employee who is physically able to continue her employment may apply for a voluntary, unpaid maternity leave under the provision of Section A of this Article. This leave will be treated the same as other voluntary, unpaid leaves of absence; including the fact that employees are not eligible for sick leave or disability benefits while on such leave.

At the conclusion of the period of disability caused by the childbirth or other termination of pregnancy, the employees covered by both paragraphs above shall return to active employment unless a child care or other leave has been granted pursuant to Section A of this Article.

The Board reserves the right to require medical verification of illness, disability, or ability to return to work, to the same degree that it may require such verification for other disabilities or the return from other leaves of absence. This limitation also applies to the Board's right to require independent medical verification at its own expense.

- C. **Military Leave:** Any teacher serving in the United States Armed Forces shall upon termination of such services be offered re-employment in his/her previous position, as set forth in the Michigan Public Act 45 of 1943, provided the teacher has received an honorable discharge, seeks re-employment within ninety (90) days from date of discharge, and is still qualified and competent to perform teaching duties.
- D. A teacher called for jury duty or to give testimony in a court of law (except for court appearances relating to outside employment, suits against the district, or civil action initiated by the employee) shall be compensated for the difference between the teaching pay and the pay received for the performance of such obligation provided the teacher, where possible, notifies the building administration of such fact at least forty-eight (48) hours in advance of the occurrence.
- E. **Compassion Leave:** A teacher may be permitted to use a maximum of five (5) days in the event of a death in the immediate family. The immediate family shall be defined as parents, mother-in-law, father-in-law, spouse, children, brother, sister, grandparents, or grandchildren. To use this time without loss of pay, the teacher must certify in writing to the Board Office the details of the request. The Superintendent may, at his/her discretion, grant compassion leave for situations other than those mentioned above. The decision of the Superintendent concerning discretionary leaves for situations not included in the definition of immediate family above shall not be subject to the grievance procedure. The Superintendent may also extend the time limit as specified above when he/she feels the situation merits this extension.
- F. Professional days may be granted for educational purposes as agreed upon by the teacher and the principal. Professional days shall be used for the purpose of:
1. Visitation to view other instructional techniques or programs;
 2. Conferences, workshops, or seminars. Teachers may be requested to file a written report within one week of their attendance at such visitation, conference, workshop, clinic or seminar.
- G. **Sabbatical Leave:**
1. Sabbatical leaves for certified teaching personnel employed by the Board of Education may be granted for one full school year or the second semester of the school year. However, in any school year, the number of teachers granted the request shall not exceed one percent (1%) of the staff. To qualify for consideration for a leave, the teacher must have been employed in the system at least seven (7) consecutive years and must hold a permanent or continuing certificate. It is further understood that a second semester sabbatical leave may be granted only in cases where no major disruption of the educational program will occur as a result of such leave.

2. A sabbatical leave may be granted for one of the following reasons:
 - a. For formal study at an accredited college or university toward an advanced degree.
 - b. For research work under the guidance of competent research personnel.
 - c. Advanced study for a special program or professional improvement.
3. The study or research plans for the year, together with the application for sabbatical leave, must be submitted to the Superintendent for approval, no later than March 15.
4. After due consideration of all applications, the Superintendent shall present each request to the Board with a written recommendation of acceptance or rejection. The teacher involved shall be asked to be present at the meeting when his/her program comes up for consideration by the Board.
5. During the sabbatical leave, the teacher will receive one-half of the salary at the appropriate step for the year or semester the leave is granted. Such pay will be paid in twenty (20) equal installments, or ten (10) in the case of a semester leave, starting with the first regular pay date and continuing through the contractual school year. The teacher shall also receive full fringe benefits. Provided, however, that the Board shall not be held liable for death or injuries sustained by a teacher while on sabbatical leave.
6. A teacher returning from a sabbatical leave shall be offered reinstatement in the previous or a comparable position, if available; if not available, the teacher shall be assigned to a position for which he/she is qualified, provided the teacher is still qualified and competent to perform regular teaching duties. To protect the Board against the teacher's failure to return to a teaching position, the teacher shall execute a non-interest bearing note in the amount of the one-half pay. This note shall be paid off by one of two methods:
 - a. The face of the note shall diminish by an amount equal to one-twentieth of the original face for each eighteen days of service rendered.
 - b. The note shall, upon failure of the teacher to return to the system to teach, be payable in twenty (20) installments, beginning with October 1st of the year the teacher should have returned and continuing for the next twenty-two (22) months, excluding the intervening July and August. During such payments, there shall be added to each payment an amount to cover interest so that the effective rate of interest the Board receives will be one percent (1%) of the unpaid balance per month effective September 1st of the school year the teacher would have resumed a normal teaching position. The teacher shall, after notifying the Board that he/she will not return, have the option of paying the note in full with no interest prior to September 1st of the school year the teacher would have resumed a normal teaching station.

7. Failure to return the second year would require that the teacher make the last ten (10) payments in the same manner as in Section 6. above with the same effective interest rate.
 8. During the sabbatical leave, the teacher shall not be allowed to hold any full-time paid position. However, this section shall not be construed to deny any teacher the right to fellowships, scholarships, grants-in-aid, or other scholastic stipends.
- H. The association President will be released full-time from his/her regular teaching duties. The specific responsibilities, including assisting the district in its Mentoring program, shall be worked out between the HVEA President and the Superintendent and his staff. Part of the release time responsibilities shall include developing the mentor selection process; program needs, operating criteria, and the expectations of the mentor. Any NEA and MEA Released Time Grants provided the association shall be paid to the district to offset part of the costs of the district.
- I. Officers, chairpersons, or designated representatives of the association may be granted, at the discretion of the Superintendent, short leaves of absence to participate in area, regional, and/or state organizational or business activities of the Michigan Education Association.

In the event such released time is authorized, the association shall reimburse the district for that portion of time a substitute serves. No individual teacher will be granted such leave for more than two (2) days per semester, nor shall more than five (5) teachers be granted such leave on any given day.

- J. Up to two (2) business leave days may be used by each contracted teacher to attend to matters which cannot be taken care of at other times. Reasons for using business leave days will be given in writing to the principal by indicating one of the following categories: religious, medical, legal, family or personal. A teacher planning to use a business leave day shall notify the principal at least forty-eight (48) hours in advance, except in cases of emergency. Business leave days shall not be granted contiguous to a holiday or school recess unless the Superintendent feels that the circumstances of the request warrant the use of such days. Business leave days cannot be used for vacations or association business.

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

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

- K. At the beginning of each school year, each teacher shall be credited with ten (10) days to be used for absences of the teacher for reasons outlined below. The unused portion of such allowance shall be accumulated to 180 days. These leave days may be used for the following:
1. Personal Illness or Disability. The teacher may use all or any portion of leave days accumulated to recover from illness or disability which shall include childbirth and complications of pregnancy. Teachers will be required to indicate reasons for absences under the illness or disability leave time provisions of this Agreement on forms furnished by the Board. A completed copy used for personnel records will be returned to the teacher within two days.
 2. Illness of an Immediate Family Member. Up to five (5) days per incident for serious illness or medical care of the spouse, son or daughter, or other dependent which requires the presence of the teacher in order to provide the necessary care, or critical illness of the immediate family as defined in Section E. of this Article. Additional days may be granted by the Superintendent pursuant to Section E. of this Article.

3. Bargaining unit members employed prior to July 1, 1989, who have individual Sick Leave Banks accumulated from such prior employment shall retain those individual banks as part of their individual accumulated sick leave. Effective with the 1989-90 school year, a bargaining unit member may accumulate up to an additional twelve (12) days of sick leave time in a given school year.

L. Central Sick Leave Bank.

1. The association will operate a Central Sick Leave Bank on a mandatory basis. The association will establish a committee to administer the Central Sick Leave Bank and to provide the information whereby the Business Office will keep the records. The Assistant Superintendent for Personnel will serve in the capacity of an adviser to the committee. The initial guidelines for the operation of the Central Sick Leave Bank have been developed jointly by the parties through collective bargaining. The association shall make the Sick Bank guidelines available to each teacher within ten (10) days after completion of the guidelines. The association will appraise teachers in a timely fashion of guideline changes thereafter.
2. The Central Sick Leave Bank will be established on July 1, 1989. It shall be initially funded on that date by a mandatory donation of two (2) days sick leave from the 1989-90 allocation of sick days to each member of the bargaining unit. If the number of days in the Central Sick Leave Bank falls to one hundred (100) days at any time up to and including August 20, 1991, the Board of Education shall make a contribution of one (1) day per member of the bargaining unit to the Central Sick Leave Bank to replenish it. Thereafter, if the number of days in the Central Sick Leave Bank falls to one hundred (100) days, each member of the bargaining unit shall make a mandatory contribution of one (1) of his/her sick leave days to the Central Sick Leave Bank to replenish it.
3. In addition to the above, every teacher new to the district will donate two (2) days of his/her individual leave upon commencement of his/her employment.
4. Any bargaining unit member who leaves the employ of the Huron Valley School District effective on or after June 9, 1989, shall donate one-half of his/her unused sick leave to the Central Sick Leave Bank.
5. A bargaining unit member will not be able to withdraw the individually contributed days.
6. The first fourteen (14) consecutive workdays of illness or disability will not be covered by the Central Sick Leave Bank but must be covered by the person's own accumulated leave or as absence without pay.

7. a. A person credited with less than fifty (50) leave days at the beginning of the school year will not be able to use days from the Central Sick Leave Bank until his/her leave days are depleted.
7. b. A person credited with fifty (50) or more leave days at the beginning of the school year will not be able to withdraw days from the Central Sick Leave Bank until his/her leave days are depleted to fourteen (14) days.
8. An individual may withdraw the number of days from the Bank necessary to result in no loss of wages for one year, subject to numbers 6. and 7. above.
9. Persons withdrawing leave days from the Bank will not have to replace these days except as a regular contributing member of the Bank.
10. Should the association require an employee to be evaluated by a physician of the association's choice prior to determining his/her eligibility or continuing eligibility, the results of such an evaluation will be shared with the Administration and will become part of the employee's personnel file.
11. It is expressly understood that Central Sick Leave Bank days are granted to ensure pay for days on which the individual member is ill or disabled, and such days are not available for illness or disability of family members.
12. It is expressly understood that employees who are granted days from the Central Sick Leave Bank shall be deemed employees on leave of absence with pay, and shall receive full pay and benefits for all such days.
13. A recurrence of the same illness or disability shall be treated in the same manner as a recurrence of the same illness or disability is treated in the Long-Term Disability insurance called for in Article XIV of this Agreement. Specifically, if the rules and regulations of the Long-Term Disability insurance policy do not require an additional waiting period to qualify for Long-Term Disability insurance, no new waiting period will be required for access to the Central Sick Leave Bank. In this event, the eligibility for days from the Sick Bank will cease when the waiting period for LTD insurance benefits has been met and those benefits commence. If the LTD carrier does not deem the new illness to be a recurrence of the same disability and requires a new waiting period for eligibility for LTD benefits, the employee shall be required to fulfill a waiting period for Central Sick Leave Bank days as set forth in paragraphs 6 & 7 above. In this circumstance, the employee shall be eligible for days from the Central Sick Leave Bank for the entire duration of the new LTD waiting period, until eligibility for LTD benefits is established/re-established subject to paragraphs 6 & 7 above.

- M. The Board agrees to grant an unpaid leave of absence for up to one year to those persons disabled due to mental or nervous conditions in the event the LTD insurance for these disorders does not provide continuous coverage. This leave may be extended at the Board's discretion. The initial leave of up to one year may be initiated by the request of the teacher or by the Board consistent with procedures set forth in the Tenure Act.

ARTICLE XIV - INSURANCE PROGRAM

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

1. Effective December 1, 2000, non-probationary employees shall, at the employees option, select MESSA Super Care 1 or MESSA Tri-Med. Changes between programs shall be allowed during the open enrollment period.

Probationary employees, hired after ratification of this Agreement, shall receive MESSA Tri-Med. Upon completion of the probationary period, the employee shall have the option as described above.

Effective December 1, 2000, prescription co-pay is \$5.00 and single/full family deductible is \$100/\$200.

2. Health and hospitalization coverage shall be available on the basis of a twelve month insurance year for each employee and his/her eligible dependents. Domestic partner coverage is available, at the employee's expense, as allowed by the insurance carriers.
3. Hospitalization insurance shall be available to all teachers in the bargaining unit. Provided, however, that any teacher who is otherwise covered for hospitalization insurance shall not be eligible for hospitalization insurance under this Agreement. Insurance for part-time teachers shall be provided on a pro-rata basis. Example: 2/5 teacher, the Board shall pay 2/5 of the insurance premium.
4. New full-time employee insurance shall become effective when MESSA requirements are met.
5. Teachers eligible for Medicare shall have such premiums paid by the Board, provided that the total premium amount does not exceed the amount the teacher would otherwise be eligible for under health insurance.
6. Any teacher not enrolled in a health insurance program provided in this Agreement may elect, at Board expense, to take the following option program: Any of the deductions provided under ARTICLE II, E., parts (2) and (3), up to \$2,920 (2000-01), \$3,008 (2001-02) and for the 2002-03 amount to be determined. This allowance shall be increased each year by the same percentage as the increase in the salary schedule. Participants in this option plan shall have the opportunity to readjust choices when subsidy amounts change.

B. The Board shall select the insurance carrier and support the cost of a forty-five thousand dollar (\$45,000) life insurance policy for every full-time teacher. Further, in the event of the accidental death of a teacher covered under this policy, the effective amount of such coverage shall be doubled, (coverage to specify AD&D). Insurance for part-time teachers shall be provided on a prorata basis.

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

1. If the insured person is disabled beyond the fifty-two (52) week period, benefits shall then be payable at the rate of up to 65% of monthly salary, not to extend beyond age 65. The long term disability plan will include nervous and mental conditions on the following basis: In-patient, duration of illness; out-patient for up to two (2) years.
 2. Benefits shall commence after 365 calendar days of illness or disability.
 3. The LTD insurance shall provide for a social security freeze provision and primary only social security as an offset.
- D. The Board shall retain the right to select and name the carrier of this insurance with the following specifications:
1. A reputable insurance company with experience in teacher long-term disability coverage;
 2. Immediate availability of field representatives;
 3. Definite time procedure for pay back which is acceptable to both the Board and the association;
 4. Proven reliability in fulfilling contracts;
 5. Detailed list of claims paid out to each employee, including name, date, reason for payment, in addition to composite figures;
 6. The coverage shall include maternity disability benefits, and eligibility waiting periods as defined in this collective bargaining agreement.
 7. Teachers on long-term disability will have their health insurance only continued for the duration of the disability. Teachers must complete forms provided by the insurance company to make claims against it. The insurance company shall have the right to demand medical evidence of the inability of a teacher to work from either the employee's personal physician or one named by the company.
- E. LTD information and insurance claim forms will be available at the Personnel Office. Dental and vision insurance information and insurance claim forms will be available at each building.
- F. The Board shall select the insurance carrier and support the cost of the dental plans set forth for all employees covered by this Master Agreement and their eligible dependents. Domestic partner coverage is available, at the employee's expense, as allowed by the insurance carriers.

1. The Board shall provide:
 - a. 80% Class I benefits which shall include the following services: examinations, radiographs, patient consultations, preventative treatment (primary prophylaxis and topical fluoride treatment), fillings, crowns, jackets, oral surgery (primary extractions), endodontic and periodontic services, and
 - b. 50% Class III benefits which shall include orthodontic services at a \$2,500 lifetime maximum benefit per eligible insured person.
2. In addition to the benefits described above, the Board shall provide 80% Class II dental coverage. The Class II coverage shall include these services: bridges, partials and full dentures.

The maximum benefit per person for Basic (Class I) and Major (Class II) combined is \$1,500 per calendar year.

3. Any employee covered by another group dental plan shall not be eligible for the plans outlined in 1 and 2 above, but shall receive the same benefits as set forth in 1 and 2 above in the following manner: 50% Class I benefits, 50% Class II benefits, and 50% Class III benefits.
 4. Where applicable, the dental programs described above shall provide for both internal and external coordination of benefits.
- G. The Board shall provide, without cost to all employees and their eligible dependents, the following vision care plan including coordination of benefits, which shall be effective the first day of the month following ratification of this Agreement. Domestic partner coverage is available, at the employee's expense, as allowed by the insurance carriers.

An examination, frame and one pair of corrective lenses (including prescription sun glasses, photo-ray lenses or contact lenses) will be provided once in a twelve (12) month plan year for each eligible member of the family.

The benefits and payment limitations are:

- | | |
|--------------------------------|---------------------------------|
| 1. Exam: | 80% of usual and customary |
| 2. Frames, Lenses and Contacts | 80% up to \$200 maximum benefit |

- H. A teacher who fulfills his/her contract and resigns at the end of the school year shall have the insurance coverage listed in this contract continued at district expense through August 31 of the year in which the teacher severs employment.
- I. In the event of the death of a bargaining unit member, the employer shall continue payment of premiums for applicable health and dental insurance, including coordination of benefits, through the then current insurance year, provided that such dependent coverage is not otherwise available to the eligible dependents, and provided the insurance policy permits such continued dependent coverage.
- J. Insurance benefits for a teacher who is laid off or who resigns during the school year for health reasons, or for other mutually agreeable reasons, will be extended to reflect the pro-rata portion of the work year, which was completed.

K. General Insurance Provisions:

1. The terms and any contract or policy issued by an insurance company hereunder shall be controlling as to all matters concerning benefits, eligibility, and termination of coverage, and other related matters.
2. The Board, by payment of the premium payments, shall be relieved from all liability with respect to the benefits provided by the insurance coverage as above described. The failure of an insurance company to provide any of the benefits for which it has contracted for any reason shall not result in any liability to the Board or the association nor shall such failure be considered a breach by either of them of any obligation.
3. Differences between employees or beneficiaries of employees and any insurance company shall not be subject to the grievance procedure. However, the Board will exert every effort to assist in resolving such problems.
4. The issue of domestic partner coverage shall be open for negotiations after the 2000-2001 school year.

ARTICLE XV - GRIEVANCE PROCEDURE

- A. The provisions of the Michigan Tenure of Teacher Act (Act No. 4, Public Act of 1937) as amended shall be relied upon exclusively by all parties in connection with all matters covered thereby. This means that when tenure charges are acted on by the Board of Education, or when a teacher appeals an adverse decision to the Tenure Commission, the teacher's remedy shall be through the procedure outlined in the Tenure Act and he/she shall be prevented from using the grievance procedure to remedy such charge.
- B. The primary purpose of the grievance procedure is to provide an amicable means of resolving conflicts, which may arise during the term of this Agreement without interruption of the school program. Further, it is the purpose of this procedure to secure at the lowest level possible equitable solutions to the problems of the parties and to assure that a complaint is processed and considered fairly, with all due speed, and without prejudice or reprisal.
- C. The Board and the association agree that grievance proceedings shall be kept as confidential as may be appropriate at each level of the procedure. Further, it is agreed that the use of the grievance procedure shall not be cited as a factor in the evaluation of an individual's character or performance.
- D. A "Grievance" is a claim based upon a teacher's, group of teachers', or the Huron Valley Education Association's belief that there has been a violation, misinterpretation or misapplication of a provision of this Agreement or any existing rule, order or regulation of the Board specifically establishing a procedure for redress relating to wages, hours, terms, or conditions of employment. The terms of a claim may be applied to Steps 1 through 3 of the grievance procedure. Step 4 may be applied only for a violation, misinterpretation or misapplication of any provision of this Agreement.

The grievance procedure shall not apply to any matter which is prescribed by law, or state regulations over which the Board is without power to act. In addition, the Board shall not be liable when a problem arises from specific provisions of any insurance carriers policies; however, the Board will exert every effort to assist in resolving such problems. An "aggrieved person" is the person or persons making the claim. A grievance may be filed by any aggrieved teacher. A grievance may also be filed by the association whenever the grievance applies to more than one building or when a group of teachers with a common complaint have requested such action.

- E. During each step where a grievance is reduced to writing, the written statement shall clearly specify:
 - 1. The specific section of the Master Agreement or the specific Board rule or regulation allegedly violated.
 - 2. When this alleged violation occurred.
 - 3. In what way there has been a violation, misinterpretation, or misapplication of this Agreement or rule or regulation of the Board.

4. The results of the previous step in the grievance procedure and why such results were unsatisfactory.
 5. The name or names of the aggrieved person or persons, the manner in which they have been injured, and the proposed remedy or remedies for resolution of the grievance.
- F. An aggrieved person or the association believing that they have a grievance as defined in Section D. may file the grievance as follows:

Step 1. The aggrieved person shall first discuss the matter with the principal with the objective of resolving the matter informally. A representative of the association may be present. The aggrieved teacher shall clearly state that he/she is instituting Step 1 of the grievance procedure under the Master Agreement.

Step 2. In the event the matter is not resolved informally, the grievance must be reduced to writing and presented to the principal within three (3) working days (calendar days shall be substituted for working days during the summer vacation period), after such meeting, or within five (5) working days after such meeting if the grievance is first presented to the association grievance committee for review. Within five (5) working days after receipt of the written grievance the principal or other designated representative of the Board shall render a written decision detailing the disposition of the grievance. A representative of the association may be present at any meetings held at Step 2.

Step 3. If the grievance is still unresolved, it can be appealed to the Superintendent or the Superintendent's designee within ten (10) working days. The Superintendent or the Superintendent's designee shall within ten (10) working days after receipt of the written grievance meet with the aggrieved person in an attempt to resolve the matter. A representative of the association may be present at this meeting. Within ten (10) working days following the meeting between the aggrieved and the Superintendent or the Superintendent's designee, the Superintendent or the Superintendent's designee shall answer the grievance in writing and shall forward said answer to the grievant.

Step 4. Only grievances dealing with violation, misinterpretation or misapplication of a provision of the Master Agreement are acceptable as subject matter for consideration at Step 4. If the association is not satisfied with the disposition of the grievance by the Superintendent or the Superintendent's designee, or if no written answer has been made within ten (10) working days from the meeting with the Superintendent or the Superintendent's designee, the grievance may be submitted to arbitration before an impartial arbitrator.

Within ten (10) school days after the date of a written request for submission of the grievance to arbitration, representatives of the Board and the association shall make every reasonable effort to agree upon a mutually acceptable arbitrator. If the parties are unable to mutually agree upon the selection of an arbitrator during the above stated time period, then the association shall file a request with the American Arbitration association for a list of qualified arbitrators. The arbitrator shall be selected in accordance with the rules and regulations of the American Arbitration association. The Board and the association shall be permitted to present only issues, concerns and evidence previously disclosed to the other party as admissible evidence at a hearing before an arbitrator. It shall be the function of the arbitrator, and he/she shall be empowered except as his/her powers are limited below after due investigation, to make a decision in cases of alleged violation, misinterpretation or misapplication of the Master Agreement between the Board and the association.

1. The arbitrator shall not have the right or power to add to, subtract from or otherwise alter the terms of this contracted Master Agreement.
2. No Board of Education rules, policies or regulations can be the subject matter of binding arbitration hearings or subject to an arbitrator's decision.
3. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned less any compensation that he/she may have received from any sources during the period of back pay.
4. The arbitrator shall have no power to rule on any of the following:
 - a. The termination of services or failure to re-employ any probationary teacher.
 - b. The termination of services or failure to re-employ any teacher to a position on the extra-curricular schedule.
5. Any grievance occurring during this agreement period shall be processed according to this Master Agreement.
6. Additionally, both the Board and the association agree to:
 - a. Be bound by the award of the Arbitrator and agree that judgment thereon can be entered into any court of competent jurisdiction.
 - b. Share the fees and expenses of the Arbitrator equally. Teachers called by the association as witnesses will be granted leave with pay for the time required. The association will be billed for the cost of a substitute teacher. All other expenses shall be borne by the party incurring them and neither party shall be responsible for the expenses of a witness called by the other.

- G. It is understood that the steps set forth in Section E. relating to the specific procedure for processing grievances and the time limits set forth in Section F., Steps 1 through 4, shall be strictly adhered to. Failure to comply with the aforementioned provisions of this grievance procedure at any step shall be considered substantive and shall mean default by the party failing to conform unless by previous mutual consent of the parties.
- H. Any grievance initially presented at the wrong step of the grievance procedure will be referred back to the appropriate step without faulting the grievance.
- I. For administrative convenience, the Board may cause complaints, which may be subject of grievance in Step 1 of Section F. first to be presented to an assistant principal or central office administrator, for informal grievances handled under the grievance procedure herein established.
- J. No grievance shall be processed unless it is presented within twenty (20) working days of its occurrence.
- K. A teacher engaged during the school day on behalf of the association for any emergency situation in any of the grievance procedures detailed in this Article shall be released from regular duties without loss of salary and without charge against any leave allowance.
- L. If the Board and/or its representatives believe there has been a violation, misinterpretation, or misapplication of any provisions of this Agreement, they may file a grievance with the association. Such grievance shall be in writing and shall set forth the issue involved. Any item introduced into the grievance procedure shall be resolved within the confines of this Article. Representatives of the parties shall meet within fifteen (15) working days after receipt of such grievance and work toward the resolution of the issue.
- M. The records of grievances must be kept separate from the personnel file.

ARTICLE XVI - ACADEMIC FREEDOM

- A. It is understood that no special limitations shall be placed upon study, investigation, and presentation of facts and ideas concerning human society, the physical and biological world, and other branches of learning subject to accepted standards of professional responsibility.
- B. It is recognized that teachers have a dual role in their relations with the public that complicates decisions from time to time concerning their responsibility. Teachers may have to decide between their responsibility as professionals employed by the school system on the one hand or as members of the community on the other when differences of opinion arise concerning goals or operations of the schools.

The parties further recognize that the first amendment rights of teachers must be protected, but also that the Board must be protected from receiving complaints other than through normal channels for handling complaints or grievances from teachers.

- C. Teachers are expected to assume full responsibility of citizens living in a democracy. These include: voting, discussing the social, political and economic issues of the day in public meetings; supporting candidates; accepting appointive or elective office; or holding office in political parties provided, however, as to the foregoing, that it is understood that teachers take such actions as individuals and not as representatives of the school district.

ARTICLE XVII - PROFESSIONAL PERFORMANCE AND ACCOUNTABILITY

- A. It is recognized that professional persons are required to possess specialized knowledge, which results from long and intensive academic preparation. It is further recognized that actively engaged professionals must demonstrate the consistent and repeated ability to define their objectives and to measure their degree of success in satisfying those objectives. Inasmuch as the primary objectives of teachers are related to the learning of those students assigned to them, it is necessary for teachers to define the objectives of their professional performance in terms of student learning and to provide the means for determining the degree of student learning that results. In recognition of the above, it is agreed that each teacher will develop performance objectives which shall be in terms of student learning.
- B. It shall be each teacher's responsibility to provide opportunities to discuss educational objectives and student progress with parents of all children assigned to the teacher.
- C. Each teacher, upon request of the principal, shall have a conference to explain the teacher's educational objectives and method used for keeping parents informed.
- D. By successfully adhering to the foregoing procedures, a teacher shall be considered to have demonstrated accountability as a professional.

ARTICLE XVIII - PROFESSIONAL DEVELOPMENT

All bargaining unit members will be required to participate in professional development hours each year. These hours will be divided into hours during which the member must attend district-designated activities and hours during which the member selects the topic of professional development. For the 2000-2001 school year, there shall be one day (6 hours) of district-wide/building professional development at the beginning of the school year and one day (6 hours) of district-wide/building professional development at mid-year. One half (1/2) day (3 hours) of district-wide/building professional development will be combined with the half-day (1/2) of records at the end of the first semester. If it is decided by the district-wide Professional Development Committee that these days will be devoted to individual building needs, the agenda for the time will be established by the School Improvement Team (SIT) or building Professional Development Committee (PDC) in conjunction with the principal.

Each member will be responsible for six (6) hours of individual professional development on their own which must be related to the responsibilities of the position(s) the member holds. Prior to taking any hours, the member must notify the designated building principal, in writing, of how these hours will be satisfied. If there is a dispute between the member and the principal as to the validity of the hours, the affected member may take the dispute to the district-wide Professional Development Committee (PDC).

Three (3) additional hours of individual professional development will be conducted during building level staff development workshops, which will be dedicated to the staff development needs of the individual building. The content of these meetings will be established by the School Improvement Team (SIT) or Building Professional Development Committee (PDC) in conjunction with the principal. Members from other buildings may attend building level staff development workshops to satisfy the individual time. The content of these meeting will be distributed to other buildings when they are known, but at least two (2) weeks prior to the workshop.

In the 2001-2002 school year, an additional six (6) hours of professional development time will be added as determined by the district-wide Professional Development Committee (PDC).

In the event a member does not complete his/her annual individual professional development hours, he/she shall reimburse the district 1/6th of their per diem rate for each hour not completed.

ARTICLE XIX - SEVERANCE PAY

- A. Qualified teachers will receive severance pay based on the table below. To qualify for severance pay the teacher must have been employed for a minimum of fifteen (15) years in Huron Valley and must be holding a teaching assignment. Exchange leaves and sabbatical leaves shall count as years of service for purposes of computing severance pay.

The percentage of severance pay shall be based upon the teacher's last year's salary, exclusive of premium pay; provided however, that the teacher who completes the first semester of the school year receives severance pay, if otherwise eligible, on the then current salary schedule, while the teacher who does not complete the first semester receives severance pay on the previous school year's salary schedule.

<u>Years of Service</u>	<u>Percentage of Severance Pay</u>
15	4.5
16	5.0
17	5.5
18	6.0
19	6.5
20	7.5
21	8.0
22	8.5
23	9.0
24	9.5
25	10.5
26	11.0
27	11.5
28	12.0
29	12.5
30	14.0

- B. An employee who has been employed by the employer for at least ten (10) years and who has attained thirty (30) years of service toward public school retirement, has satisfied the Rule of 80, or attained fifty-five (55) years of age or more may at his/her option take early retirement. For employees who opt for early retirement, the district agrees to provide a stipend paid to the retiree based on the stipend table.

Stipend Table

<u>Retiree's Age as of Labor Day</u>	<u>Stipend</u>
50 - 55	\$5,000
56	\$4,500
57	\$4,000
58	\$3,500
59	\$3,000

- C. For both severance pay and early retirement stipend the teacher shall select one of three options for payment: a lump sum at retirement, ten (10) monthly installments, or a lump sum payment up to one year following retirement.
- D. There will be a reimbursement to retirees of \$40.00 for each unused sick day over 100 the employee has accumulated to a maximum of eighty (80) days. This is a pilot program to be jointly reevaluated at the end of the 2001-2002 school year.

ARTICLE XX - MILEAGE

- A. Teachers shall not be expected to transport students to and from school activities in their personal cars.
- B. The Board's mileage reimbursement rate shall be the maximum allowed by the Internal Revenue Service per mile.
- C. Teachers who provide their own transportation shall be reimbursed for:
 - 1. travel between duty stations
 - 2. travel to and from approved conventions and conferences and
 - 3. other authorized travel on school business.
- D. The Board shall instruct all teachers in the district of the procedures for reimbursement.

ARTICLE XXI - SALARY SCHEDULE

- A. The salary of all teachers covered by this Agreement, together with a pay schedule for compensable extra-curricular activities and duties, shall be listed in Appendix A which shall be attached hereto and made part of this Agreement.
- B. No teacher shall be given credit for experience beyond level five (5) of the salary schedule unless the teacher shall have qualified for a permanent, professional or continuing teaching certificate. The provisions of this section shall apply specifically (but not exclusively) to teachers with "emergency" certificates, and it shall also apply to teachers who fail to qualify within the allotted time for a continuing certificate.
- C. It is understood by both parties that those teachers who were employed by the district during the 1969-70 school year under Schedule B of the salary scale shall remain on Schedule B without the attainment of further hours; provided however, that all other teachers shall be subject to Schedule B as provided. Further, those teachers now on Schedule D because they attained the B.A.+51 semester hours by March 15, 1979, shall be retained on Schedule D without the attainment of further hours; provided however, that all other teachers shall be subject to Schedule D as shown.
- D. The parties agree to the combination of the M.A. and the B.A.+36 hours in a single salary Schedule C. The parties further agree to the combination of the Ed. Spec. and the M.A.+36 hours in a single salary Schedule E, provided that the college semester credit hours for the above apply directly to the improvement of the teacher as it relates to the teaching assignment.
- E. Any teacher who is employed by the district prior to the end of the first semester and who continues such employment for the remainder of the school year shall receive credit on the salary schedule for a full year's employment. Any teacher who is employed after the end of the first semester and who continues such employment shall be placed on the same experience level for the ensuing school year. Any teacher who is recalled after the end of the first semester and who continues such employment shall be placed on the next experience level for the ensuing school year.

Teachers who were on Step 11 of Schedule A-1 in the 1985-86 school year shall be placed on Step 10 of the 1986-87 Schedule A-1. Teachers employed during the 1985-86 school year who were on Steps 1 through 10 of Schedule A-1 in the 1985-86 school year shall be placed on the Step of the 1986-87 Schedule A-1 which has the same number as the Step on which they were placed in 1985-86. Thereafter, they shall progress one Step on Schedule A-1 each year. New hires in the 1986-87 school year, and thereafter, who receive credit on Schedule A-1 for outside teaching experience, shall be placed on the same Step of Schedule A-1 as a teacher who has the same amount of experience in the bargaining unit.

- F. The association and the Board agree that no teacher hired on Schedule A (B.A.) after November 1973, shall be advanced beyond step five of that schedule. Further, it is agreed that a teacher who is not advanced beyond step A-5 (B.A.) because the minimum 18 semester hours have not been attained, shall, at the time advancement is made to Schedule B (B.A.+18), or other applicable schedules, be given credit on such schedule for the number of years the teacher was retained at step A-5.
- G. Any teacher within the bargaining unit having a doctoral degree shall be compensated at a rate of \$1,292 (2000-01), \$1,331 (2001-02) and for the 2002-03 amount to be determined over the appropriate step on Schedule E, provided that the advanced degree applies directly to the improvement of the teacher as it relates to the teaching assignment.
- H. The established procedure for lateral salary advancements will be: Teachers who submit transcripts attesting to their completion of graduate studies shall receive salary schedule credit provided said transcripts are transmitted to the district's Personnel Office by October 15 for the first semester and March 15 for the second semester. Salary adjustments shall be made retroactive to the first day of the semester.

To be eligible for additional credit on the salary schedule all such hours must be graduate hours from a college, university, or program, which is accredited by the appropriate regional or national agency for accreditation of educational programs. Appropriate exceptions may be made by mutual consent between the Board and the association.

- I. Effective 11/1/91, teachers who are newly hired in the district who have previous teaching experience shall be granted credit on the Salary Schedule of this Agreement in the lane which corresponds to the educational level attained by the teacher at the time of hire. The teacher shall be granted one year of credit on the Salary Schedule for each previous year of teaching experience in a public or private educational institution at any level (Pre-K through university level), up to a maximum of four years of credit on the Salary Schedule. For teachers who are newly hired into a bargaining unit position other than classroom teacher, credit shall be granted in accordance with the above stated limitations for previous professional employment in a position related to the position for which the teacher is hired. Previous experience in substitute teaching or as a para-professional shall not be included in the granting of previous teaching experience.
- J. Any eligible bargaining unit member may purchase Universal Service Credit with pre-tax salary reduction through payroll deduction.

ARTICLE XXII - CONTRACT MAINTENANCE COMMITTEE

The Board and the association agree to form a joint district committee entitled the Contract Maintenance Committee (CMC) consisting of five (5) members appointed by the Administration and five (5) members appointed by the association. The purpose of this committee will be to discuss areas of mutual concerns that arise during the life of the Master Agreement to try and resolve issues before they become problems. This committee may replace other district-wide groups by consensus of the group.

Issues addressed by the CMC should be global in nature and not specific to an individual. Only the teams may bring issues to the CMC, not individual members of the respective parties. Items that come before the committee are heard by mutual consent and the CMC will also mutually agree on the number of issues that will be brought to this committee. The CMC is empowered to resolve issues within the existing decision-making framework of their respective constituency.

The parties agree that before an issue is brought to the CMC, the party bringing the issue should try to resolve it at the lowest possible level in the district. Any issue that is being processed through the grievance procedure will not be taken to the CMC, unless the parties mutually agree to put the grievance on hold and waive the contractual timelines of the grievance procedure. No issues involved in the total compensation framework agreed to by the parties will be brought to the CMC.

At each meeting at least three (3) members from each team must be present for a quorum to be established. The team members of each party will remain constant for a length of time established by the committee. At the end of this time, either party may replace some or all of the appointed members. Members of the committee will be trained in interest-based bargaining and the consensus model will be used for decision-making. Subcommittees and resource persons may be used by consensus of the group. The first meeting of the CMC will be held within the first thirty (30) work days of the school year and at that meeting, the CMC will schedule their calendar for the year. All times and agenda items will be agreed to in advance of a meeting. The CMC will not meet if there are no issues to discuss.

ARTICLE XXIII - DISTRICT-WIDE PROFESSIONAL DEVELOPMENT COMMITTEE (PDC)

A district-wide Professional Development Committee (PDC) shall be formed consisting of two (2) members from the association and two (2) members from the Administration. (One member from each side will be appointed from the parties' respective bargaining team.) The responsibility of this committee will be to:

1. Determine the division of the number of hours for district-wide staff development and building staff development;
2. Coordinate planning;
3. Identify district needs and focus;
4. Resolve disputes regarding the validity of individual member hours;
5. Coordinate in-district SBCEU's and college credits;
6. Monitor and adjust professional development activities;
7. Decide how the six (6) additional hours will be added for the 2001-2002 school year.

This committee will make plans for the 2000-2001 school year by the end of June 2000 and by May 1 for each school year thereafter. They shall also meet once a semester to monitor all professional development activities in the district. This committee will operate on a consensus base.

School Improvement Team (SIT) or Professional Development Committee (PDC)

Each building will use their existing School Improvement Team (SIT) to work on building needs or form a building Professional Development Committee (PDC) to do the same. If a building Professional Development Committee (PDC) is used, the structure and make-up will be determined by that building. The team or committee will work collaboratively with the building principal to:

1. Survey staff for professional development needs;
2. Develop professional development strategies and plans, not only for the building, but for district initiatives at the building level;
3. Report to the district Professional Development Committee (PDC) regarding building strategies and plans.

The building strategies and plans will be sent back to the district Professional Development Committee (PDC) by June 1 of each year.

ARTICLE XXIV- SEPARABILITY

If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect.

In the event that a provision of this contract should become null and void, the parties agree to negotiate necessary changes.

ARTICLE XXV - NEGOTIATION PROCEDURES

- A. By April 1, prior to the expiration date of this Agreement, the parties shall initiate negotiations for the purpose of entering into a successor agreement.
- B. The parties agree to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information, and otherwise constructively considering and resolving the subjects for negotiation.
- C. In any negotiations, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party, and each party may select its representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Education and by a majority of the teachers, but the parties mutually pledge that the representatives shall be clothed with necessary power and authority to make and consider proposals and make concessions in the course of negotiations subject only to such ultimate ratification.
- D. All copies of the final Agreement shall bear the signatures of the parties. Three (3) copies of the Agreement shall be retained as a matter of record: one retained by the Board, one retained by the Superintendent, one retained by the association.
- E. Any section may be reopened for negotiation by mutual consent.

ARTICLE XXVI - CONCLUSION AND DURATION OF AGREEMENT

A. Zipper Clause

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that all of the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the association for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, even though such subjects or matter may not have been within the knowledge or contemplation of either of the parties at the time they negotiated or signed this Agreement.

- B. Any individual contract between the Board and an individual teacher, heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement. Any individual contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties.

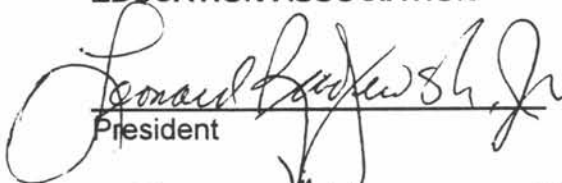
If an individual contract contains any language inconsistent with this Agreement, this Agreement during its duration shall be controlling.

- C. Signed copies of this Agreement titled "Master Agreement between the Huron Valley School District and the Huron Valley Education Association, MEA/NEA" shall be printed at the expense of the Board within thirty (30) days of ratification by both parties. Upon receipt from the Board, it will be the responsibility of the association to distribute copies to all teachers. Further, the Board shall furnish fifty (50) copies of the Master Agreement to the association for its use.

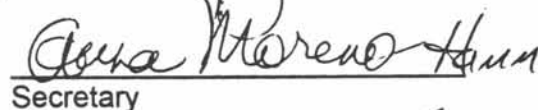
D. Duration of Agreement

This agreement shall be effective as of August 21, 2000 and shall continue in effect until the 20th day of August, 2003. The economic provisions of this agreement are subject to negotiations for the 2002-2003 school year. This agreement shall not be extended orally.

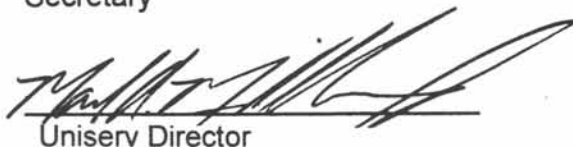
EDUCATION ASSOCIATION



President

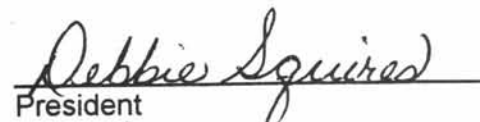


Secretary

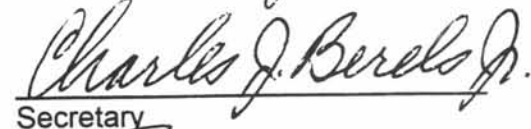


Uniserv Director

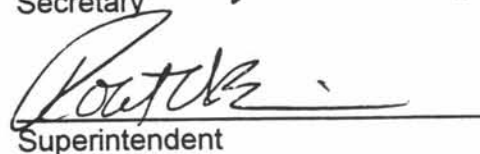
BOARD OF EDUCATION



President

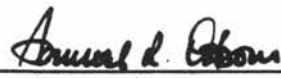


Secretary



Superintendent


Negotiating Team Member


Board Team Representative


Negotiating Team Member


Negotiating Team Member


Negotiating Team Member


Negotiating Team Member


Negotiating Team Member

Agreed: August 16, 2000

By the Huron Valley Education Association
and
By Huron Valley Schools Board of Education

APPENDIX A-1 - TEACHER'S SALARY SCHEDULE 2000-01

	A	B	C	D	E
STEP	B.A.	B.A.+18	M.A. B.A.+36	M.A.+15	M.S.+36 Ed.Spec.
1	\$30,119	\$31,818	\$33,516	\$34,865	\$36,215
2	\$31,593	\$33,582	\$35,568	\$36,917	\$38,267
3	\$33,136	\$35,442	\$37,753	\$39,097	\$40,448
4	\$34,927	\$37,596	\$40,267	\$41,617	\$42,976
5	\$36,627	\$39,681	\$42,736	\$44,089	\$45,449
6	\$38,608*	\$42,097	\$45,579	\$46,940	\$48,302
7	\$40,494*	\$44,441	\$48,382	\$49,736	\$51,102
8	\$43,083*	\$47,587	\$52,088	\$53,462	\$55,094
9	\$45,632*	\$50,726	\$55,825	\$57,568	\$59,312
10	\$50,728*	\$56,724	\$62,754	\$64,622	\$66,471

*These steps exist only for those teachers on schedule A. (B.A.) prior to ratification of the 1973-74 salary schedule. (See Article XX, Section F)

Teachers who were on Step 11 of Schedule A-1 in the 1985-86 school year shall be placed on Step 10 of the 1986-87 Schedule A-1.

Teachers employed during the 1985-86 school year who were on Steps 1 through 10 of Schedule A-1 in the 1985-86 school year shall be placed on the Step of the 1986-87 Schedule A-1 which has the same number as the Step on which they were placed in 1985-86. Thereafter, they shall progress one Step on Schedule A-1 each year. New hires in the 1986-87 school year, and thereafter, who receive credit on Schedule A-1 for outside teaching experience, shall be placed on the same Step on Schedule A-1 as a teacher who has the same amount of experience in the bargaining unit.

APPENDIX A-1 - TEACHER'S SALARY SCHEDULE 2001-02

STEP	A	B	C	D	E
	B.A.	B.A.+18	M.A. B.A.+36	M.A.+15	M.S.+36 Ed.Spec.
1	\$31,023	\$32,772	\$34,522	\$35,911	\$37,301
2	\$32,541	\$34,589	\$36,635	\$38,024	\$39,415
3	\$34,131	\$36,505	\$38,886	\$40,270	\$41,661
4	\$35,975	\$38,724	\$41,475	\$42,865	\$44,265
5	\$37,726	\$40,872	\$44,018	\$45,411	\$46,813
6	\$39,766*	\$43,360	\$46,946	\$48,349	\$49,751
7	\$41,709*	\$45,775	\$49,833	\$51,228	\$52,636
8	\$44,376*	\$49,015	\$53,651	\$55,066	\$56,747
9	\$47,001*	\$52,248	\$57,500	\$59,295	\$61,092
10	\$52,250*	\$58,425	\$64,636	\$66,561	\$68,465

*These steps exist only for those teachers on schedule A. (B.A.) prior to ratification of the 1973-74 salary schedule. (See Article XX, Section F)

Teachers who were on Step 11 of Schedule A-1 in the 1985-86 school year shall be placed on Step 10 of the 1986-87 Schedule A-1.

Teachers employed during the 1985-86 school year who were on Steps 1 through 10 of Schedule A-1 in the 1985-86 school year shall be placed on the Step of the 1986-87 Schedule A-1 which has the same number as the Step on which they were placed in 1985-86. Thereafter, they shall progress one Step on Schedule A-1 each year. New hires in the 1986-87 school year, and thereafter, who receive credit on Schedule A-1 for outside teaching experience, shall be placed on the same Step on Schedule A-1 as a teacher who has the same amount of experience in the bargaining unit.

APPENDIX A-2 - EXTRA-CURRICULAR PAY SCHEDULE 2000-01 thru 2002-03

The following pay schedule for extra-curricular duties or activities shall be in addition to the salary of the teacher concerned:

The following percentages shall be based on the beginning salary at the B.A. level for the first year a teacher is involved in the stated activity and the percentage shall be computed from successive steps on the B.A. scale for each year thereafter, up to a maximum of ten (10) years. Unless otherwise noted, in computing the following percentage rates of pay, the parties agree on the concept that assistant coaches shall receive two thirds (2/3) of the head coach's percentage of each sport. The following percentages refer to the rates of pay for coaches of boys and girls athletic teams.

<u>ATHLETICS</u>	<u>PERCENTAGE</u>
High School Building Athletic Coordinator	*
Varsity Head Football and Basketball Coaches	12
Varsity Assistant Football and Basketball Coaches	8
Junior Varsity Head Football and Basketball Coaches	8
Assistant Junior Varsity and Assistant Ninth Grade Football and Basketball Coaches	5.5
Ninth Grade Head Football and Head Basketball Coaches	7
Head Track, Wrestling, Baseball, Softball, Hockey and Volleyball Coaches	9
Assistant Track, Wrestling, Baseball, Softball, Hockey and Volleyball Coaches	6
Head Cross Country, Golf, Tennis, Skiing and Soccer Coaches	7
Head Ninth Grade Volleyball Coaches	6
Cheerleaders:	
Varsity (per season)	4
Jr. Varsity (per season)	3
Ninth Grade (per season)	3

*The High School Building Athletic Coordinator shall be compensated at 10 percent of Schedule A-10 the first year, 11 percent the second year, 12 percent the third year, 13 percent the fourth year, and 14 percent of Schedule A-10 thereafter.

Middle School Building Athletic Coordinator	6.5
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PERCENTAGE

MIDDLE SCHOOL ATHLETICS

Eighth Grade Football and Basketball Coaches	6
Seventh Grade Football and Basketball Coaches	6
Assistant Football Coaches	4
Head Baseball, Softball, Wrestling and Track Coaches, Volleyball (Both Teams) and Cross Country	6
Head Volleyball	4
Assistant Volleyball	2
Assistant Baseball, Softball, Wrestling and Track Coaches	4
Head Golf Coach	3
Cheerleaders:	
Eighth (per season)	2
Seventh (per season)	2

OTHER PROGRAMS & DUTIES

	<u>2000-01</u>	<u>2001-02</u>	<u>2002-03</u>
Driver Education	\$24.63/hr	\$25.37/hr	TBD
Summer School	\$24.63/hr	\$25.37/hr	
Additional Teacher Duty - Re: ARTICLE VI, C.	\$24.63/hr	\$25.37/hr	
Curriculum/Staff Development Compensation	\$23.19/hr	\$23.89/hr	

HIGH SCHOOL ACTIVITY

*Department Heads (full time equivalency of 8 or more)	\$1,453	\$1,497	
*Department Heads (full time equivalency of 3 to 7)	\$ 823	\$ 847	
Band	10% of B.A. Schedule, beginning 1990-91 at Step 6 for incumbents.		

<u>High School Activity (continued)</u>	<u>2000-01</u>	<u>2001-02</u>	<u>2002-03</u>
Chorus	8% of B.A. Schedule, beginning 1990-91 at Step 5 for incumbents.		
Drama (including production of plays)	8% of B.A. Schedule, beginning 1990-91 at Step 5 for incumbents.		
Debate	\$1,656	\$1,706	TBD
Forensics	\$1,142	\$1,176	
Yearbook (if no released time)	\$1,656	\$1,706	
Newspaper (if no released time)	\$1,310	\$1,349	
Literary Magazine	\$ 671	\$ 691	
Class Advisors, per sponsor (if there is more than one advisor, pay will be equally divided):			
Senior	\$1,438	\$1,482	
Junior	\$ 742	\$ 764	
Sophomore	\$ 742	\$ 764	
Freshman	\$ 742	\$ 764	
Intramurals	\$1,014	\$1,044	
High School Cooperative Education Coordinator (Compensation for additional auto insurance)	\$ 187	\$ 193	
Social Studies Olympiad	\$1,426	\$1,469	
Science Olympiad	\$1,426	\$1,469	

	<u>2000-01</u>	<u>2001-02</u>	<u>2002-03</u>
<u>MIDDLE SCHOOL ACTIVITY</u>			
Band	6% of B.A. Schedule, beginning 1990-91 at Step 1.		
Chorus	3% of B.A. Schedule, beginning 1990-91 at Step 1.		
Drama	\$ 463	\$ 477	TBD
Newspaper (if no released time)	\$ 516	\$ 531	
Yearbook (if no released time)	\$1,038	\$1,069	
Literary Magazine	\$ 405	\$ 417	
Intramurals	\$1,014	\$1,044	
Science Olympiad Coaches	\$1,142	\$1,176	
Future Problem Solvers	\$1,142	\$1,176	
Curriculum Coordinators	\$ 256	\$ 264	
Activities Director	\$1,014	\$1,044	
<u>ELEMENTARY ACTIVITY</u>			
Elementary Science Olympiad Coordinator	\$807	\$831	
Safety Patrol	\$371	\$382	
Camp:			
Program Director	\$751	\$774	
Counselors (each full time person)	\$669	\$689	
Chorus (pro-rata for more or less than 4 performances per year)	\$427	\$440	
Drama (pro-rata for more or less than 2 performances per year)	\$427	\$440	
Intramurals	\$1,014	\$1,044	

- A. The inclusion of any extra duty in this schedule does not obligate the Board to assign that duty.
- B. In the event the duty is continued, but the teacher is not rehired, the Board or its designee will advise the teacher of the reason in writing.
- C. *The fact that monetary compensation will be given for these duties does not preclude the possibility of department heads being assigned released time whenever deemed necessary by the administration.
- D. Intramural supervision includes at least 50 hours of supervised athletically related activities (i.e., skiing, bowling, basketball, hockey, volleyball, etc.). For less than 50 hours pay will be pro-rated.
- E. Department heads may be appointed when there is a full time equivalency of three (3) or more teachers in a designated department. The duties of department heads will be established by the building principal. The rate of compensation for performing these duties is set forth on the schedule above.

APPENDIX B-1 - SCHOOL CALENDAR 2000-01

August 21	Teacher Report Day
August 22	Teacher Inservice Day – No schools in session
August 23	All schools in session – All students report for full day
September 1, 4	Labor Day Recess – No schools in session
October 26	End first marking period (Elem. & Middle Schools)
October 27	Teacher Inservice Day – No schools in session
November 22	Fall Parent-Teacher Conferences – No schools in session
November 23-24	Thanksgiving Recess
December 25-	
January 1, 2001	Holiday Break (Dec. 22 is last day of school)
January 2	All schools in session
January 12	End second marking period
January 15	½ day Teacher Records, ½ day Teacher Inservice No schools in session
February 12-16	Winter Recess (Feb. 9 last day in session)
February 19	All schools in session
March 23	End third marking period (Elem. & Middle Schools)
March	Spring Parent-Teacher Conferences – Equivalent to ½ work day (3.5 hours) to be scheduled outside normal duty day Building Inservice day – Equivalent to ½ workday (3 hrs.) to be scheduled contiguous to work day
April 9-13	Spring Recess (April 6 is last day in session)
April 16	All schools in session
May 28	Memorial Day – No schools in session
June 7	Scheduled Last Day of school for Students*
June 8	Scheduled Records Day*

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

YEAR-ROUND CALENDAR 2000-01

August 21	Teacher Report Day
August 22	Teacher Inservice Day – No schools in session
August 23	All schools in session – All students report for full day
September 1, 4	Labor Day Recess
October 26	End first marking period (Elem. & Middle Schools)
October 27	Teacher Inservice Day – No schools in session
November 10	Last day of Session #1 (55 days)
November 13-24	Thanksgiving Recess (10 days)
November 22	Parent-Teacher Conferences
November 27	Beginning of Session #2
December 25- January 1, 2001	Holiday Break (Dec. 22 is last day of school)
January 2	All schools in session
January 12	End second marking period
January 15	½ day Teacher Records, ½ day Teacher Inservice No schools in session
February 9	Last day of Session #2 (48 days)
February 12-23	Winter Recess (10 days)
February 26	Beginning of Session #3
March	Spring Parent-Teacher Conferences – Equivalent to ½ work day (3.5 hours) to be scheduled outside normal duty day
April 9-13	Spring Recess (April 6 is last day in session)
April 16	All schools in session
May 18	Last day of Session #3 (55 days)
May 21-June 8	Recess (15 days*)
June 11	Beginning of Session #4
July 2-4	Independence Day Recess
July 18	Last day of Session #4 (25 days)
July 19	Teacher Records Day

*It is anticipated that make-up days may need to be scheduled during the first week of the May recess.

APPENDIX B-2 - SCHOOL CALENDAR

- A. Fall parent-teacher conferences shall be scheduled outside regular duty hours. The staff and building administrator(s) shall jointly rearrange said duty hours, and teachers shall receive compensatory time off. Such fall conferences shall be scheduled for a total of seven (7) hours. Spring conferences shall be scheduled for 3.5 hours outside the normal teacher duty day. The date(s) will be determined by mutual agreement between the staff and building administrator(s). No compensatory time shall be granted for teachers for spring conference duty. Any rearrangement of teacher duty times for parent-teacher conferences shall be approved by the building administrator's supervisor prior to implementation.
- B. Six (6) hours of staff development shall be scheduled outside regular duty hours. The date(s) and times will be determined by mutual agreement between the staff and building administrator(s).
- C. Kindergarten teachers may be given an extra parent-teacher conference day each semester to accommodate the greater number of students they teach.
- D. Teachers will be dismissed at noon on the Records Day if their records are completed and closing procedures are concluded.
- E. In the event the district is required to change the calendar by legislative action, the parties shall reconvene with the intent of protecting the integrity of the negotiated calendar particularly with regard to the total number of student attendance days and teacher workdays.

APPENDIX C - SUPPLEMENT REGARDING THE DISTRICT'S YEAR ROUND SCHOOL PROGRAM

A. General provision:

1. The Huron Valley Board of Education will honor and carry out all provisions of the Master Agreement for the teachers working under the Year Round School program in an equal and equitable manner as compared to teachers teaching under the normal program.
2. The number and types of duty days for Year Round teachers will be equal to those of all other teachers. The exact dates will differ and are subject to negotiation between representatives appointed by the association and the Board. Legal holidays, Christmas, Thanksgiving, and Good Friday, will be provided as on the regular program.
3. The new salary schedule negotiated for each school year will be made retroactive to the first teacher duty day for those working under the Year Round program.
4. The Board agrees to provide those services as are provided for teachers in the regular school program to teachers in the Year Round program.
5. Participation by teachers in the Year Round program will be voluntary.
6. Electric fans will be provided in all classrooms without air conditioning.

B. Year Round Specials

1. The affected specials teacher shall have the option to:
 - a. either work the year round schedule;
 - b. work the traditional year, serving as a guest teacher on days that year round is not scheduled.
2. If the year round program is continued, the Contract Maintenance Committee will discuss the development of viable options for the assignments of the affected year round specials teachers.

APPENDIX D - TENURE TEACHER EVALUATION PROCESS

This entire Article is currently being reviewed by the Evaluation Subcommittee with the intention of developing a new evaluation process for the 2001-2002 school year. Portions of the new document may be piloted for the 2000-2001 school year.

Statement of Philosophy

The purpose of the Huron Valley evaluation process is to promote a professional dialogue between the teacher and the supervisor in order to assess and improve classroom performance and recognize instructional excellence. Based on the premise that professional development extends beyond the classroom, the evaluation process further provides for recognition of accomplishments and involvement in professional activities, as well as suggestions for professional growth.

Statement of Purpose

Tenure teacher evaluation should provide a consistent and systematic approach for monitoring and discussing teacher performance. Such a process should further provide support, assistance, and recognition for teachers in their efforts to develop professionally.

General Approach

- A. All tenure teachers will be evaluated on a three-year cycle. Approximately one-third of these staff members will be placed in each phase of the following cycle:
1. Phase I - Staff members will be evaluated using the performance criteria instrument.
 2. Phase II - Staff members and a building administrator will jointly establish one or two goals which are an outgrowth of the performance criteria evaluation for the purpose of encouraging professional classroom growth.
 3. Phase III - Staff members and a building administrator will jointly establish one or two goals for the year that will address a building need or concern, a district goal or the optional collegial observation program.

While the process for goal-setting and evaluation of tenure teachers at Phase II and Phase III is not designed for purposes of determining whether a teacher's performance is satisfactory or unsatisfactory, Phases II and III may be used to follow up on areas identified in Phase I as unsatisfactory or needing improvement.

- B. Probationary teachers shall be evaluated at least three (3) times during the school year. The first evaluation shall not be sooner than twenty (20) calendar days, nor later than sixty (60) calendar days following the teachers commencement of service, and the third evaluation shall be completed not later than eighty (80) calendar days prior to the end of each probationary school year. This schedule is intended as a guideline to insure regular communication between the probationary teachers and the administrators who evaluate them; however, strict adherence to this schedule of evaluations may not be possible in every case. The probationary teacher evaluation shall utilize the Probationary Teacher Evaluation Form, which is contained below.

- C. Teachers demonstrating unsatisfactory performance will be withdrawn from the tenure evaluation cycle after administrative consultation and notification, with teacher consent, to the association. The teacher will be provided with a performance improvement plan. The teacher's classroom performance and professional progress will be monitored on an ongoing basis. Readmission to the tenure evaluation cycle will be determined by the administration's evaluation of progress on the performance improvement plan.

Part I of Evaluation Format: Three Year Cycle

Year 1

FOCUS:

Summative evaluation by the administrator of the teacher's classroom performance.

ORIENTATION MEETING (Sept. - Oct.):

Administrative and teacher –

- 1) review, define and clarify standards of performance on evaluation document,
 - 2) discuss process of observation and conferencing.
1. Minimum of two observations (three to five observations are recommended)

-Minimum of two observations preceded by a preconference
-All observations will be followed by a post-conference
 2. Final written evaluation will be summative: (Judgment of the quality of classroom performance with documentation based on several observations related to evaluation criteria).

YEAR-END MEETING (April - May):

Administrator and teacher -

- 1) review the evaluation
- 2) establish professional growth goals for Phase II
- 3) goals documented in file.

Year 2

FOCUS:

Combined teacher and administrative assessment of the teacher's professional growth in one or two goal areas related to classroom performance.

ORIENTATION MEETING (Sept. - Oct.):

Administrative and teacher –

- 1) review the professional growth goals including classroom performance identified the previous year at the year-end conference,
- 2) discuss method of providing teacher with feedback.

1. Minimum of one classroom observation by the administrator.
-Collegial observation program is optional
2. Final written evaluation will be provided after a formal classroom observation and will consist of:
 - 1) teacher's self assessment of growth and documentation of progress submitted 45 days prior to the end of the school year.
 - 2) administrator's assessment of teacher's progress.

YEAR-END MEETING (April - May):

Administrator and teacher –

- 1) review the evaluation, and
- 2) establish goals related to building/district projects for Phase III
- 3) goals documented in file.

Year 3

FOCUS:

Combined teacher and administrative assessment of the teacher's achievement of one or two goals related to the building/district mission or projects.

ORIENTATION MEETING (Sept. - Oct.):

Administrative and teacher –

- 1) review of goals related to the building or district projects and committees as identified at the year-end conference the previous year.
- 2) The teacher will submit a plan to achieve the objectives for administrative review and discussion. It is understood that the projects, goals may be revised as valid reason dictates.

1. Minimum of one visitation and informal specific feedback by administrator. Midyear conference on progress toward achievement of goals.

Final written evaluation will consist of:

- 1) teacher's self assessment of achievement of goals with documentation 45 days prior to the end of the school year.
- 2) administrator's assessment of teacher's achievement of goals.

YEAR-END MEETING (April - May):

Administrator and teacher -

- 1) review the evaluation and
- 2) document that the teacher will be up for formal evaluation of classroom performance the following year.

Name:	School:	Date:
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**PHASE I
SUMMATIVE EVALUATION REPORT**

Directions: Write a narrative assessment with documentation of the teacher's performance in each performance area. The narrative must be based on the criteria listed below as a minimum but may include other comments related to the performance areas.

INSTRUCTIONAL STRATEGIES: The teacher uses a systematic teaching process.

- Focuses students' attention on clearly communicated lesson objectives and purpose for instruction.
- Teaches to the lesson objective, providing varied, appropriate approaches and multiple opportunities for learning and success.
- Carefully monitors student progress and understanding through out the lesson and adjusts the teaching-learning process according to student needs.
- Effectively interacts with students, using questioning techniques and guided practice activities relevant to students and lesson objective.
- Provides students with feedback specifically related to learning outcome.
- Provides opportunity for reinforcement of student learning with appropriate activities.

PLANNING/PREPARATION SKILLS: The teacher engages in a process of deliberate decision-making to determine what instructional strategies, learning activities and materials best facilitate student learning.

- Considers previous learning and student abilities in selecting the lesson objective.
- Demonstrates in lesson preparation that appropriate learning materials were prepared prior to the start of the lesson.
- Presents material in a logical and sequential manner.
- Prepares evaluation activities which are appropriate to the lesson objective.

KNOWLEDGE OF CONTENT: The teacher demonstrates knowledge of content taught.

CLASSROOM MANAGEMENT SKILLS: The teacher has established an effective classroom routine which maximizes academic learning time.

- Groups students to meet individual needs and arranges seating appropriately for activities.
- Minimizes time spent on maintenance tasks and transition time between activities.
- Deals with disruption and misbehavior promptly and appropriately.
- Establishes a productive atmosphere.

HUMAN RELATIONS SKILLS: The teacher demonstrates positive interpersonal relations.

- Involves all students in activities, adjusting interactions with class to create an understanding and acceptance of individual differences.
- Promotes a positive self concept by providing opportunities for success for all students.

KNOWLEDGE OF CHILD GROWTH AND DEVELOPMENT: The teacher demonstrates knowledge of development stages.

- Adjusts expectations for student performance according to ability, age, maturity, and readiness of students.
- Uses motivational techniques appropriately to focus student attention and behavior on achieving the lesson objectives.

Grade/Subjects:	Evaluator:
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Pre-observation Conference Dates	Observation Dates	Post-observation Conference Dates

PERFORMANCE AREAS: Instructional Strategies, Planning/Preparation Skills, Knowledge of Content, Classroom Management Skills, Human Relations Skills, Knowledge of Child Growth and Development. (Label each performance area prior to writing the narrative assessment).

Use additional insert page

COMMENTS ON PROFESSIONAL RESPONSIBILITIES AND/OR SUMMARY STATEMENT:

RECOMMENDATIONS: (Goals for school year: _____).

Teacher's Signature:	Date:
Administrator's Signature:	Date:

**PROFESSIONAL ACTIVITIES
SUBMISSION OF THIS FORM IS OPTIONAL**

Name: _____ Building: _____

Date: _____

I have participated in the following professional activities:*

- Professional activities include completion of college credit courses, continuing education credit, participation in workshops and seminars, district and building committee work, volunteer extra-curricular sponsorship, county and state committees, professional organizations.

Name:	School:	Date:
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**PHASE 2
EVALUATION REPORT**

Directions: The administrator and teacher will assess the teacher's professional growth in one or two goals related to classroom performance as established in Phase I. The goal statements must identify the instructional behavior on which the teacher and administrator will be focusing.

GOAL STATEMENT(S):

PLAN FOR GOAL ATTAINMENT:

TEACHER SELF ASSESSMENT:

ADMINISTRATIVE ASSESSMENT:

PROFESSIONAL RESPONSIBILITIES

Directions: Use the rating scale below to assess the teacher's performance in each performance area. A narrative is recommended only if teacher exceeds the standard or needs much improvement.

Rating: 1 - outstanding 3 - marginally satisfactory
 2 - fully satisfactory 4 - needs improvement

	1	2	3	4
<u>School/Community Communication Skills</u>				
• Communications effectively with parents and students regarding academic progress, behavior, attendance, and exemplary performances.				
• Uses referral procedures to assist students.				
• Establishes and maintains cooperative relations with parents, colleagues and other district personnel.				
<u>Organizational Responsibilities</u>				
• Maintains an accurate record of student progress and achievement for grade reporting purposes.				
• Accepts responsibility for maintaining school and district policies pertaining to the operation of the school setting.				
• Accepts responsibility and exhibits a willingness to contribute to improving and maintaining school and district programs and assists in solving school problems.				
• Cooperates in developing and maintaining appropriate student behavior and an instructional learning environment throughout the building which is conducive to effective learning.				
• Shares in the responsibility for the proper care of all property of the school district.				
<u>Personal Attributes</u>				
• Demonstrates evidence of professional ethics.				
• Uses current instructional practices.				
• Is a professional role model for students and colleagues.				

ATTENDANCE:

Days Absent:

Comments:

COMMENTS ON PROFESSIONAL RESPONSIBILITIES AND/OR SUMMARY STATEMENT:

RECOMMENDATIONS: (Goals for school year: ____).

Teacher's Signature:	Date:
Administrator's Signature:	Date:

**PROFESSIONAL ACTIVITIES
SUBMISSION OF THIS FORM IS OPTIONAL**

Name: _____ Building: _____

Date: _____

I have participated in the following professional activities:*

- Professional activities include completion of college credit courses, continuing education credit, participation in workshops and seminars, district and building committee work, volunteer extra-curricular sponsorship, county and state committees, professional organizations.

Name:	School:	Date:
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**PHASE 3
EVALUATION REPORT**

Evaluation Focus: The administrator and teacher will assess the teacher's achievement of one or two goals related to the building/district mission or projects as established in Phase 2.

GOAL STATEMENT(S)

PLAN FOR GOAL ATTAINMENT:

TEACHER SELF ASSESSMENT:

ADMINISTRATIVE ASSESSMENT:

COMMENTS ON PROFESSIONAL RESPONSIBILITIES AND/OR SUMMARY STATEMENT:

RECOMMENDATIONS: (Goals for school year: ____).

Teacher's Signature:	Date:
Administrator's Signature:	Date:

**PROFESSIONAL ACTIVITIES
SUBMISSION OF THIS FORM IS OPTIONAL**

Name: _____ Building: _____

Date: _____

I have participated in the following professional activities:*

- Professional activities include completion of college credit courses, continuing education credit, participation in workshops and seminars, district and building committee work, volunteer extra-curricular sponsorship, county and state committees, professional organizations.

**HURON VALLEY SCHOOLS
PROBATIONARY TEACHER EVALUATION**

Name: _____ Evaluation No. _____

School: _____ Date: _____

CRITERIA: Add comments to each criteria area.

Unsatisfactory Improvement Needed Satisfactory Outstanding

I. The teacher exhibits competency in the subject area(s) and levels of instruction to which he/she is assigned.

II. The teacher employs principles of learning and child growth and development.

III. The teacher makes effective use of instructional methods and materials.

IV. The teacher demonstrates competency in classroom organization, management and control.

V. The teacher shows evidence of adequate planning.

VI. The teacher effectively evaluates student's progress.

VII. The teacher uses information gained from student evaluation to assist in planning and improving the instructional program.

APPENDIX E - COMPENSATION FOR CURRICULUM DEVELOPMENT AND STAFF DEVELOPMENT

- A. This compensation plan is designed for curriculum development and staff development:
1. That is outside the normal school day or school year as defined in the Master Agreement.
 2. Includes work as a participant, presenter, trainer, chairperson, writer, or project developer.
 3. That is approved by the administration.
 4. Excludes the six (6) hours of staff development specified in Appendix B-2-B.
- B. All compensation set forth herein will be based upon the hourly rate set forth in Appendix A-2 as "Curriculum/Staff Development Compensation".
- C. Compensation Rates.
1. Bargaining unit members who participate in staff development committees/projects/programs, or curriculum development committees/projects/programs shall be compensated at the hourly rate above for each hour of project activity. Curriculum writers will receive compensation when the product is acted upon by the CIC, but not later than the end of the school year in which the writing is performed.
 2. In addition to the compensation set forth in paragraph A. above, bargaining unit members who serve as presenters, trainers, or chairpersons shall receive an additional one hour of compensation for each hour of project activity.
 3. In addition to the compensation set forth in paragraph A. above, bargaining unit members who are employed to design or develop a project shall receive an additional two hours of compensation for each hour of project activity.

Each project will have established goals, tasks, and a budget. The budget will be established by estimating the number of hours the project will take using the hourly compensation rate. Bargaining unit members in charge of a project will work within the budget unless an overage is approved. Project contracts will be established on mutually agreed time estimates. These agreements will be placed in writing. Any changes in the project specifications will result in the re-negotiation of the compensation.

LETTER OF AGREEMENT RE: CLASS SIZE COMMISSION

As part of the implementation of the class size provisions of the Master Agreement, a Class Size Commission shall be established. The Commission shall be comprised of three (3) association representatives and three (3) Administrative representatives. The Commission's tasks shall be 1) to review the actual class sizes at the beginning of the school year, reference VII, F, 8., 2) to assist in the remedial procedure for identified class size concerns, reference VII, F, 4., and 3) to review and monitor class size patterns, district enrollment projection, and staffing trends as needed.

The Class Size Commission shall meet within ten (10) days of a request for a meeting by either party, and, in cases where a decision is required, the Commission shall issue same within ten (10) days of its meeting.

**LETTER OF AGREEMENT RE: MEDICAL PROCEDURE
FOR SPECIAL EDUCATION STUDENTS**

As a general practice, when a general education classroom is to include a Special Education student whose handicapping conditions includes the necessity of regular or routine medical procedures or assistance with regular hygiene, the general education teacher will not be required to be the provider of these services. In such cases the district shall include arrangements for the separate provision of these services so that the primary focus and responsibility of the teacher will be instruction.

Nothing contained herein shall limit or define the teacher's responsibility in a medical or personal hygiene emergency. In this regard it is understood that a general education teacher may be required to receive the training necessary.

LETTER OF AGREEMENT - I.E.P.C./B.E.S.T. MEETINGS

General education teachers of students, who have been referred for or qualified for special education services, shall be informed when I.E.P.C./B.E.S.T. meetings are scheduled for such students. Such general education teachers shall have the opportunity to provide input for such meetings. Also, the general education teachers shall have the opportunity to attend such I.E.P.C./B.E.S.T. meetings upon reasonable request.

LETTER OF AGREEMENT RE: INSTRUCTIONAL HOURS

Increase Elementary contact hours from the current 1064.5 to 1098 for the 2000-2001 school year.

1. The district will count, as contact time, the current ten (10) minutes of "homeroom" at the beginning of each school day.
2. The district will count, as contact time, five (5) minutes of the current lunch periods as "passing time".
3. Total six (6) hour student day.

Increase the Middle School contact hours from the current 1094.25 to 1113.25 for the 2000-2001 school year.

1. Add five (5) minutes to each school day.
2. Total six (6) hours five (5) minutes per day.

Increase the High School contact hours from the current 1080.50 to 1098.25 for the 2000-2001 school year.

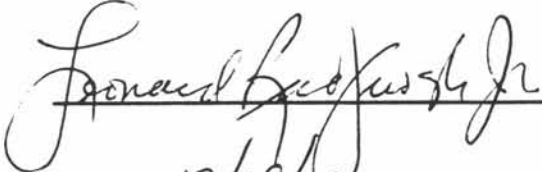
1. Add five (5) minutes to each school day.
2. Total six (6) hours five (5) minutes per day.
3. Add ten (10) minutes to each exam period during the half-day (1/2) "finals" for a total of twenty (20) minutes each exam day.
4. Total three (3) hours thirty-five (35) minutes per exam day.

The parties agree to reopen this language in the event that law does not require the addition of "fifty-one" (51) hours of instruction time, or any portion thereof, for the 2000-2001 school year.

This Letter of Agreement supercedes any portion of Article VI of this Master Agreement that may be in conflict with this document.

FOR THE ASSOCIATION:

FOR THE BOARD:





DATE: 12/19/00

DATE: 12/19/00

**LETTER OF AGREEMENT RE: TOTAL COMPENSATION, ATTRACTING AND
RETAINING NEW TEACHERS AND TRI-MED PROGRAM**

It is hereby recognized that the association and the Board used a collaborative, interest-based process during the negotiation of the current Master Agreement (2000-2003), and that they intend to continue the interest-based process in their day-to-day relationship. Therefore, during the 2000-2001 and 2001-2002 school years, the parties will work cooperatively on the following issues:

1. Promoting the concept of "total compensation" to the respective memberships. Under this concept the parties recognize that there are more factors in costing out a new contract other than simply the percentage increase of the salary schedule. These other factors include, but are not limited to, the cost of step movement and increased benefit dollars (insurance, FICA, retirement, Workers' Compensation, etc.). The parties also recognize that there can be factors which impact positively on the cost of negotiated contracts. These positive factors include, but are not limited to, actual retirement of employees, etc. However, all of these factors must be taken into consideration when determining the district's ability to pay.
2. Attracting and retaining new teachers. Both the association and the Board have an interest in not only recruiting the best new teachers, but in keeping those teachers in the district for the long-term. Since the turnover rate for new teachers is higher than either party finds acceptable, a true effort will be made to find ways that will reduce this turnover and also allow the district to attract new teachers to the district.
3. Promoting the MESSA Tri-Med health insurance program to the association membership. Recognizing the Board's concern regarding escalating health care costs and the fact that the new MESSA Tri-Med program could result in substantial savings to the district (while still providing a quality health care program) the parties will work cooperatively to market the program to all bargaining unit members. The association will use its best efforts to have the MESSA Field Representative involved in all such activities.

A committee or separate committees will be formed to look at each of these issues prior to the 2002-2003 economic reopener.

FOR THE ASSOCIATION:



DATE: 12/19/00

FOR THE BOARD:



DATE: 12/19/00

LETTER OF AGREEMENT RE: STATE PROFESSIONAL DEVELOPMENT FUND

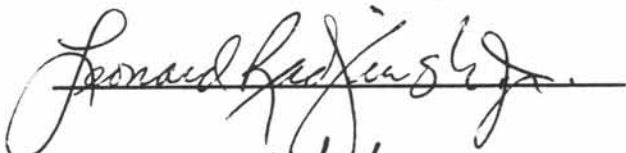
The parties do hereby agree as follows:

1. The extent allowed within the guidelines of the State Professional Development Fund and any attendant grant monies, teachers will be paid 75% of any professional development grant monies the district actually receives. Said payment shall be a one-time lump sum payment. Remaining funds will be used to cover the employer's costs for FICA, retirement and professional development activities.
2. The economic provisions of the Master Agreement may be reopened by either party if the per pupil foundation grant increases or decreases beyond what is currently in the State Aid Act by more or less \$35.00 per pupil (net effect district-wide of approximately \$350,000.00).

This represents the full and complete understanding of the parties with regard to these matters.

FOR THE ASSOCIATION:

FOR THE BOARD:





DATE: 12/19/00

DATE: 12/19/00

