

9/1/94

MASTER AGREEMENT
BETWEEN THE
HUDSONVILLE BOARD OF EDUCATION
AND THE
HUDSONVILLE EDUCATION ASSOCIATION
SEPTEMBER 1, 1991 - SEPTEMBER 1, 1994

Hudsonville Public Schools

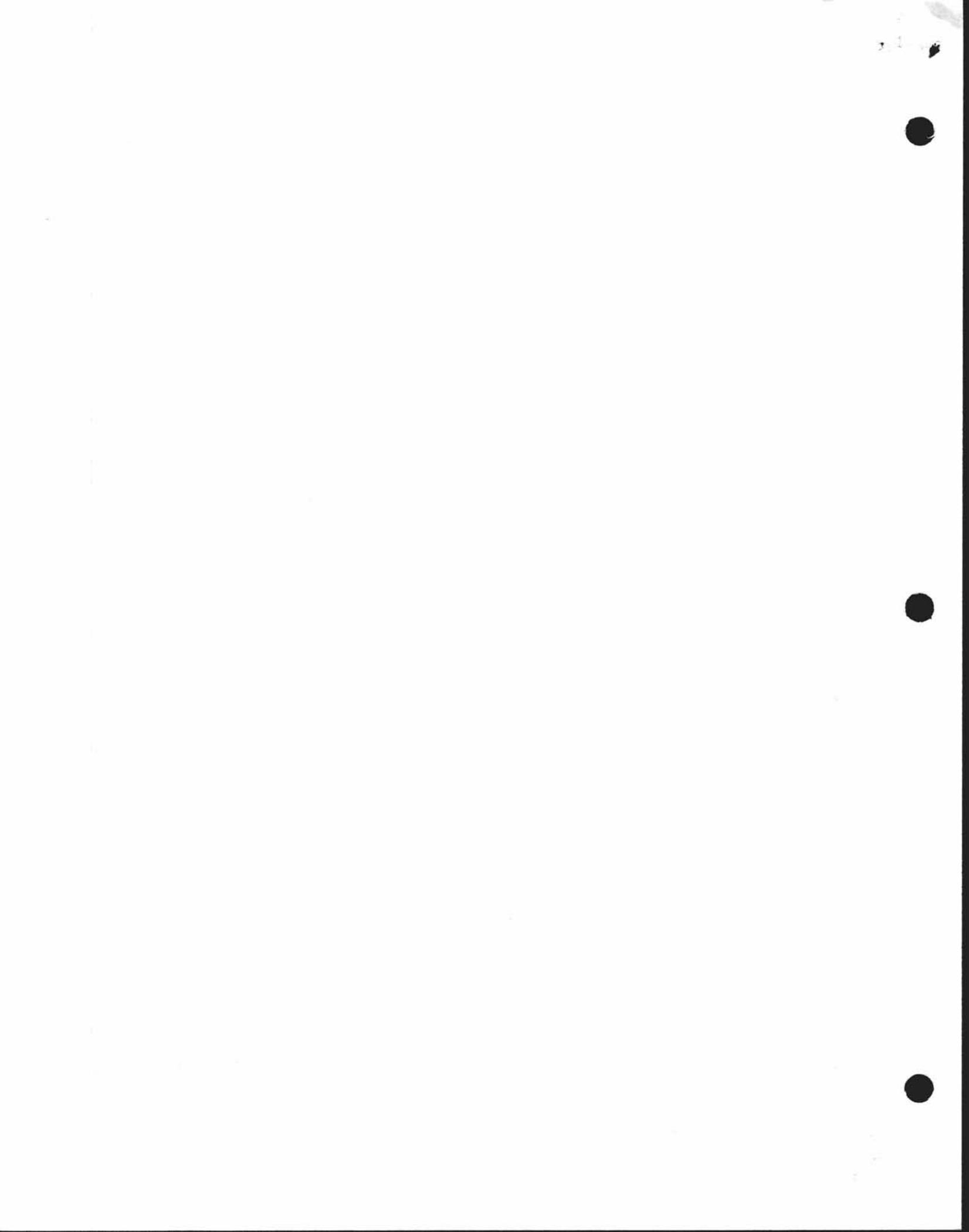


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MASTER CONTRACT

This agreement entered into this 1st day of September by and between the Board of Education of the Hudsonville Public Schools, Hudsonville, Michigan, hereinafter called the "Board" and the Hudsonville Education Association, MEA-NEA, hereinafter called the "Association".

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

ARTICLE I

Recognition

- A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined to the extent required by Section II of Act 336, Public Acts of 1947, as amended, for all professional personnel, including personnel on tenure, probation, classroom teachers, guidance counselors, librarians, speech therapists, remedial reading teachers, and critic teachers employed by the Board but excluding supervisory and executive personnel and office and clerical employees. The term "teacher", when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined. All references to he or she shall refer to persons of either gender.
- B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted, up to but not including arbitration, without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, provided that the bargaining representative has been given opportunity to be present at such adjustment.
- C. Within thirty days of the beginning of their employment hereunder, teachers may sign and deliver to the Board an assignment authorizing deduction of membership dues of the Association (including the National Education Association, the Michigan Education Association, and the Hudsonville Education Association). Such sum shall be deducted as dues from the regular salaries of all teachers who have signed and delivered said assignment, and remitted monthly to the Association.
- D. Nothing contained herein shall be construed to deny or restrict to said teacher, rights he may have under the Michigan General Laws or applicable civil service laws and regulations.

ARTICLE II

Financial Responsibility

- A. Each employee covered by the negotiated agreement between the Board and the Association shall, as a condition of employment, on or before thirty-one (31) days from the date of commencement of professional duties, join the Association or pay a service fee to the Association equivalent to the amount of dues uniformly required of the members of the HEA/MEA/NEA, less any amounts not permitted by law; provided however, that the bargaining unit member may authorize payroll deduction for such fee. In the event that the bargaining unit member shall not pay such service fee directly to the Association or authorize payment through payroll deduction, the Board shall, at the request of the Association, deduct the service fee from the bargaining unit member's salary and remit the same to the Association under the procedure provided below.
- B. The procedure in all cases of non-payment of the service fee shall be as follows:
1. The Association shall notify the teacher of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for wage deduction may be filed with the Board in the event compliance is not effected.
 2. If the teacher fails to remit the service fee or authorize deduction for same, the Association may request the Board to make such deduction pursuant to the opening paragraph above.
 3. The Board, upon receipt of request for involuntary deduction, shall provide the teacher with an opportunity for a due process hearing limited to the question of whether or not the teacher has remitted the service fee to the Association or authorized payroll deduction for same.
- C. Pursuant to Chicago Teacher's Union v Hudson, 106 S Ct 1066 (1986), the Association has established a "policy regarding objections to political-ideological expenditures." That policy and the administrative procedures (including the time table for payment) pursuant thereto applies only to non-Association bargaining unit members. The remedies set forth in that policy shall be exclusive and, unless and until such procedures (including any administrative or judicial review thereof) shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement.
- D. Due to certain requirements established in recent court decisions, the Association represents that the amount of the fee charged to non-members, along with other required information, may not be available and transmitted to non-members until

mid-school year (December, January, or February). Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the representation fee by non-members shall be activated thirty (30) days following the Association's notification to non-members of the fee for that given school year.

E. The Association shall indemnify and save the Board harmless against and from any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken by the Board for the purpose of complying with the Association security/agency shop provision of this Article. The Association shall, when the Board is sued individually or jointly, make available competent legal counsel for such defense at the expense of the Association and the Michigan and National Education Association. The Association shall have the right to negotiate a settlement with any teacher whose wages have been subject to involuntary deduction under this Article.

F. General Provisions

1. Sections A-E of this Article shall be effective for each school year of this Agreement, and all sums payable hereunder shall be determined from the beginning of each school year. Persons becoming members of the collective bargaining unit during the course of any school year shall have their service fee prorated over the school year.
2. Authorization for dues deduction shall continue in effect unless revoked in writing. Pursuant to such authorization, the Board shall deduct such dues beginning in October on a schedule to be determined between the Business Office and the Association. Deductions for teachers employed after the commencement of the school year and/or who begin dues or fee payments after October shall be approximately prorated to complete payments no later than the following June.
3. The Association will certify at least annually to the Board ten (10) days prior to the date of the first payroll deduction for professional fees or service fees the amount of service fee to be deducted by the Board.

ARTICLE III

Teacher Rights

A. Pursuant to Act 336 of the Public Acts of 1947, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 336

or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages or any terms or conditions of employment by reason of his membership in the Association, his participation in any activities of the Association or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

- B. The Board and the Association specifically recognize the right of each to invoke the assistance of the State Labor Mediation Board, or a mediator from such public agency.
- C. No teacher shall be prevented from wearing insignia, pins or other identification of membership in the association either on or off school premises. One bulletin board, as provided in each teachers' lounge shall be made available to the Association and its members.
- D. The Association shall have the free use of school facilities for holding Association meetings during reasonable hours. Request for the use of school facilities will be made in a manner consistent with present policy for building use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use.
- E. At the beginning of every school year the Association will be credited with twelve (12) days leave to be used by the teachers who are officers or agents of the Association. The Association will pay for substitute wages for usage beyond five (5) days. The Association agrees to notify the Board no less than forty-eight (48) hours in advance of taking such leave. A teacher may not use any more than four (4) days during any school year without approval from the Superintendent.

ARTICLE IV

Professional Compensation

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

C. Compensation and Related Benefits.

1. Salary Checks and Deductions.

- a. Professional personnel shall receive their contract salary in either twenty-six (26) or twenty (20) equal payments or every two weeks during the school year. The twenty payments option must be exercised prior to the first pay period in September. Payments shall be in the form of a deposit made in the name of each teacher with a bank to be named by the Board of Education or by payroll check. Said bank shall have multiple branch offices and the Board shall maintain the service of said bank for the duration of each contract year. A deposit receipt indicating a summary of earnings and deductions together with the net amount of each deposit shall be furnished to the teacher on the day of deposit. In addition to the usual deductions, teachers may make contributions to credit unions and tax deferred annuities designated by the Board of Education and the MEA Financial Services Long Term Care Program by authorizing appropriate payroll deductions.
- b. Retiring staff members will be paid in full on the last payroll in June following their last year of service.
- c. Teachers paid for extra contracts have the choice of receiving pay in a lump sum when the activity is completed or a proration for the amount of the activity completed in December and the balance at the close of the school year.

D. Retirement

1. Early Retirement Incentive With Insurance

- a. Any teacher who is being paid at Step 13 or higher on the salary schedule and has reached the age of 50 years, shall receive the following benefits if they retire from employment with the Hudsonville Public Schools prior to their sixty-second (62nd) birthday.
 - (1) Persons retiring at the end of the school year shall provide notice of their retirement not later than June 1.
 - (2) In the event the notice requirements set forth above are not met, the benefits shall not commence until the end of the following semester unless the Board of Education waives such notice requirements.
- b. Upon retirement, all teachers shall receive the following benefits:

(1) Separation Allowance

Within thirty (30) days after the last day of work the District will pay the retiree the sum of \$5,000. Within each of the next four years after the effective date of retirement, the District will pay the retiree \$2,000, provided that the District shall not be obligated to pay any such annual payment that would fall due later than the month in which the retiree reaches his/her sixty-second (62nd) birthday.

In the event the retiree dies, the balance of the separation allowance shall be paid to his/her beneficiary to the extent that the retiree would have otherwise been eligible to receive.

(2) Insurance

The Board shall continue to provide the same health and dental insurance programs to retirees (and their dependents) as is provided to regular full-time employees in the bargaining unit. These insurance benefits shall terminate five years after the effective date of retirement, or on the retiree's sixty-second (62nd) birthday or upon death of the retiree, whichever occurs first.

In the event other early retirement incentive programs make monetary allowance available for the above insurance benefits, the cost to the Board of Education shall be reduced accordingly.

- (3) The benefits provided by this program are in lieu of any other retirement benefits in Article IV, Section D of this Agreement, for which the teacher may otherwise be eligible.

2. Early Retirement Incentive Without Insurance

a. Eligibility

- (1) The teacher must be paid at Step 13 or higher on the salary schedule.
- (2) The teacher must be eligible to retire under the Michigan Public School Employees Retirement Plan and must resign his/her position with the District.

- (3) The teacher electing retirement must voluntarily agree to terminate his/her employment with the District either at the end of the first semester or the school year.
- (4) The teacher electing this plan shall notify the District by January 1 of his/her intent to resign in June or by September 1 of his/her intent to resign at the end of the first semester.
- (5) The benefits provided by this program are in lieu of any other retirement benefits in Article IV, Section D of this Agreement for which the teacher may otherwise be eligible.
- (6) Any tax liability will be borne by the teacher.

b. Retirement Payment

Within thirty (30) days after the teacher's last day of work, the District will pay him/her the sum of Five Thousand Dollars (\$5,000.00). Within each of the next four (4) years after the effective date of resignation/retirement, the District will pay the retiree Four Thousand Dollars (\$4,000.00), provided that the District shall not be obligated to pay any such annual payment that would fall due later than the month the teacher attains the age of sixty-five (65) years or becomes eligible for full Social Security benefits, whichever occurs first.

In the event the retiree dies, the balance of the separation allowance shall be paid to his/her beneficiary to the extent that the retiree would have otherwise been eligible to receive.

3. Lump Sum Separation Allowance

a. Eligibility

- (1) The teacher must have at least fifteen (15) years of service with the District as defined in this Agreement.
- (2) The teacher must be eligible to retire under the Michigan Public School Employees Retirement Plan and must resign his/her position with the District.
- (3) The teacher electing retirement must voluntarily agree to terminate his/her employment with the District either at the end of the 1991/92 or 1992/93 school years.
- (4) The benefits provided by this program are in lieu of any other retirement benefits in Article IV, Section D of this Agreement for which the teacher may otherwise be eligible.

(5) Any tax liability will be borne by the teacher.

b. Retirement Payment

The teacher will receive a lump sum payment within thirty (30) calendar days of the effective date of his/her resignation/retirement of:

- (1) Fifty percent (50%) of the teacher's contractual Appendix A salary if the teacher provides the Board with written notice not later than May 1, 1992 of his/her intent to retire at the end of the 1991/92 school year.
- (2) Forty percent (40%) of the teacher's contractual Appendix A salary if the teacher provides the Board with written notice not later than May 1, 1993 of his/her intent to retire at the end of the 1992/93 school year.

c. Term of the Program

Teachers may retire under the provisions of this program until the end of the 1992/93 school year.

4. Generic/Universal Retirement Credit

a. Eligibility

- (1) The teacher must have at least 15 years of service with the District as defined in this Agreement unless waived by the Board.
- (2) The teacher must be eligible to retire under the Michigan Public School Employees Retirement Plan and must resign his/her position with the District.
- (3) The teacher electing retirement must voluntarily agree to terminate his/her employment with the District either at the end of the first semester or the school year.
- (4) The benefits provided by this program are in lieu of any other retirement benefits in Article IV, Section D of this Agreement for which the teacher may otherwise be eligible.
- (5) Any tax liability will be borne by the teacher.

b. Benefits

- (1) Upon a teacher's notification of resignation and election of this plan, the District will purchase for that teacher up to five (5) years of generic service credit according to the following schedule:

25 years of service credit = 5 years
26 years of service credit = 4 years
27 years of service credit = 3 years
28 years of service credit = 2 years
29 years of service credit = 1 year

- (2) Teachers electing this plan shall notify the District by January 1 of their intent to resign in June or by September 1 of their intent to resign at the end of the first semester. Any payments made under this provision will be made in accordance with MPSERS guidelines.

- E. Classroom teachers scheduled to work beyond the 185 contract days stated in Appendix C, except in the case of "make-up days" for school closing as outlined in Article XXV - Calendar, shall be compensated on a per diem basis. The per diem amount shall be determined by dividing the employee's annual salary schedule in effect by 185. Non-classroom staff shall be given the option of receiving compensatory release time or be compensated on a per diem basis based on the BA Base Step 1 divided by 185 for all time worked beyond the normal school calendar. Days scheduled beyond the normal school calendar must be approved in advance by the appropriate administrator.

ARTICLE V

Teaching Hours

- A. Teachers will arrive at school and be present at their teaching station at least 15 minutes prior to the beginning of school and will not leave until 15 minutes after school has closed for the day.
1. In no event shall the length of the work day exceed the length of the 1987-88 work day. (Elementary day 6 hours, 50 minutes; secondary day 7 hours, 5 minutes of continuous time)
 2. The student day for all teachers shall begin no earlier than 7:45 a.m. and end no later than 3:45 p.m. If there is a change in the transportation policy of the District or a restructuring of schools, the District may alter the beginning time and ending time of the student day up to fifteen (15) minutes, provided that the length of the work day shall not be increased.

- B. Each member of the Instructional Staff shall have a minimum of thirty minutes of duty-free lunch period from all school related activities daily. Noon hour supervision on the elementary level shall be assumed by a legally competent adult other than a member of the school staff. Noon hour supervision on the secondary level shall continue as presently established.
- C. Staff members shall attend all school functions scheduled during periods they would normally be assigned classes. Teacher assistance in the selection of assemblies will be solicited.
- D. All teachers will be required to attend one teachers' meeting a month, general or divisional, beginning no later than fifteen (15) minutes after the dismissal of the students. The meeting shall be of two (2) hours or less duration. Unless the building administrator shall excuse the teacher prior to the meeting, teachers are expected to attend. At least five (5) days' notice will be given prior to a scheduled teachers' meeting.
- E. In the event that the student dismissal times are later than 3:00 p.m., the administration will work with the Hudsonville coaches adversely affected by this change to provide appropriate classroom supervision so that those coaches are able to attend the games and contests they coach in a timely manner. In the event a coach's teaching schedule does not allow the coach to be present for team practices immediately after the dismissal of secondary students, the administration will assist in scheduling appropriate practice times taking into consideration the teacher's work day and provide appropriate supervision of the students between school dismissal and their practice time.

ARTICLE VI

Teaching Loads and Assignments

- A. Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not be assigned, except temporarily and for good cause, outside the scope of their teaching certification or their major or minor field of study. The Board will diligently attempt to carry out the above, making exceptions only when absolutely necessary.
- B. Teachers who will be affected by a change in grade assignments in the elementary school grades and by changes in subject assignment in the secondary school grades will be notified by their principals as soon as practicable and with tentative assignment given before June 1st. Such changes will be voluntary to the extent possible. Every effort will be made to avoid reassigning probationary elementary school teachers to different grade levels unless the same is necessary for the school district's well-being or unless the teacher requests such change.

- C.
 - 1. All secondary teachers shall have one conference period per day.
 - 2. All elementary teachers shall have weekly conference periods during the student's regular day. These conference periods shall be scheduled in conjunction with the time scheduled for specialists' instruction (for example, library, music, P.E., etc.).
 - 3. Specialist teachers (music, reading, speech, physical education, etc.) and special education teachers shall have at least as much uninterrupted conference time per week as the regular elementary classroom teacher not to include actual travel time from one building to another, supervised recesses and supervised lunch periods.
 - 4. Teachers may not be called upon to substitute in a given position for more than ten (10) consecutive days. If a teacher agrees to substitute during his/her prep period, he/she will be paid at the rate of one and one-half times the substitute hourly rate.
- D.
 - 1. Maximum class load shall be 150 students per day in the secondary division and 30 students per day in the elementary division, facilities permitting (normal academic class), except that Developmental Kindergarten (D.K.) shall have a maximum class load of 20 students per section (classroom).
 - 2. Special Education students who are mainstreamed into regular classrooms shall be distributed as equitable as possible among the various sections district-wide.
- E. Least Restrictive Environment/Special Education
 - 1. When an IEPC is going to consider mainstreaming a handicapped person, all teachers affected shall have the option of attending and participating in the IEPC.
 - 2. Modification in class size, scheduling and curriculum design will be considered and implemented if appropriate to accommodate the shifting demands that mainstreaming creates. The District will provide appropriate materials, training and supportive services for the teacher and the handicapped students.

ARTICLE VII

Teaching Conditions

- A. Telephone facilities shall be made available to teachers for their reasonable use. Personal long distance phone calls shall be made only with the permission of the school administrator.

- B. The Board will continue to make adequate parking facilities available to teachers.
- C. The Board agrees to continue providing a teachers' lounge in each building.
- D. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex or marital status or membership in or association with the activities of any employee organization. The Board and Association pledge themselves to seek to extend the advantages of public education to every student without regard to race, creed, religion, sex, color or national origin and to seek to achieve full equality of educational opportunity to all pupils.
- E. Each classroom or work area shall have a space provided for the storage of instructional materials and supplies. Further, the Board agrees that it is desirable that classrooms and work areas shall be free of disruption and excessive interruption.

ARTICLE VIII

Vacancies and Promotions

- A. Whenever any vacancy or new professional position in the district shall occur, the Board shall publicize the same by giving written notice of such vacancy to the Association and providing for appropriate posting in every school building. No vacancy shall be filled, except in case of emergency or on a temporary basis, until such vacancy shall have been posted for seven calendar days. Any teacher may apply for such vacancy.
- B.
 - 1. Vacancies in teaching positions which occur during the school year shall be filled by qualified instructors not currently under contract with the Hudsonville Public Schools for the remainder of the school year. The Superintendent of Schools shall announce the vacancy to the instructional staff when it occurs; interested members of the present staff shall notify the Superintendent of their interest within seven days after receiving the notice of vacancy with the understanding that present staff members may not be transferred during the school year to fill a vacancy. If present staff members indicate an interest in being considered for the vacancy within seven days after posting, the position shall be filled on a temporary basis and shall be declared open at the conclusion of the school year or at an appropriate time near the conclusion of the school year; at that time those members of the present staff who, upon receiving the original notice of vacancy, indicated an interest in the vacated position shall receive consideration for the position. In filling such a vacancy, the Board of Education agrees to give due weight to the professional background, the attainments of all applicants, the length of time each has been in the school system, evaluations of the teacher, and recommendations of the building principal. The Board declares its support of a policy of promotion within its own teaching staff. If present members of the instruc-

tional staff do not indicate an interest in the vacancy within seven days after posting, the position shall be filled without further limitation.

2. An August 1st deadline shall apply for posting vacancies for which present staff members shall receive immediate consideration.
 3. Vacancies shall be filled by appointment by the Board of Education after that body has received recommendations from the Superintendent of Schools.
- C. All present members of the staff who have applied for a vacant or new professional position as outlined above, shall receive a letter within seven days after the Board's appointment. The letter shall indicate the Board's choice and offer to set up a conference between the teacher, supervising administrator, and superintendent. The purpose of this meeting shall be to explain the Board's decision in this matter.

ARTICLE IX

Transfers

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

ARTICLE X

Personal and Family Illness, Disability, Death

- A. Each full-time teacher shall be granted ten (10) days sick leave per year for personal illness, disability, injury or death. Part-time teachers will receive sick leave on a pro-rated basis in accordance with the number of hours worked per week (e.g., a half-time teacher (50%) shall be granted ten (10) half-days' sick leave (50% days) per year and when using such days, one half-time teacher's day shall equal one half-day sick pay.) Sick leave for each school year shall be credited to each teacher's sick leave account after the first day of employment of the school year and accumulated sick leave shall be reported to each employee on the first pay day of the school year. The only exceptions are when a teacher's first day of employment of the school year is after the start of the school year or a teacher moves from part time to full time

status during the school year, the teacher will be credited with having earned one (1) day of sick leave for each calendar month in which the teacher works five (5) or more school days during the remainder of that school year. All earned and unused sick leave may accumulate to a maximum of one hundred twenty (120) days. Those teachers that have accumulated more than one hundred twenty (120) days of sick leave shall not lose the number of days previously accumulated prior to the close of the 1979-80 school year, but thereafter they shall not accumulate nor be credited with additional days until their individual accumulation falls below one hundred twenty (120) days of accumulation. For disability use see Article XI for unpaid leave option.

- B. Teachers shall be allowed to use sick leave for absence occasioned by the illness, injury, or death of a member of the immediate household, for serious injury, illness, or death of a parent, sister, brother, or child of the teacher or spouse, and for the bereavement of uncles, aunts, grandchildren and grandparents of the teacher or spouse.
- C. One (1) day per year personal leave will be granted each teacher. If a personal leave day is not used in a year, the personal leave will be allowed to accumulate to two (2) days. If possible, three days notice should be given to the teacher's immediate supervisor. The teacher may not use days prior to or immediately following vacations, or after the first day of May except for emergencies or personal business that cannot be conducted at another time. Fractional use of the personal day cannot be used except in the case of an emergency.
- D. For all sick leave days in excess of three (3) within a given month, the Board may require a physician's certificate verifying physical illness or disability which prevents the teacher from fulfilling his or her teaching responsibilities.
- E. A teacher who knows in advance that he/she will be absent from duties due to illness or disability shall notify his or her supervisor as soon as practical.
- F. Routine medical and dental appointments shall be made outside school time. When it is necessary to see a doctor or dentist during school time because of illness, this time shall be deducted from the teacher's sick leave.
- G. Workers' Compensation. When it is necessary to be absent from duty due to illness or injury compensable under the Michigan Worker's Compensation Act the teacher may, at the teacher's option, apply accumulated sick leave to make up the difference between their net salary (gross salary less all deductions for federal, state and local taxes) and that amount received through Worker's Compensation. Such differences in salary shall be figured on a percentage basis, and this same percentage shall be deducted from the teacher's sick leave accumulation. (For example: If Workers' Comp pays 60% of the full pay, sick leave will pay only 40% and the sick leave accumulation shall be charged .4 of a day for each day used.) Upon depletion of accumulated sick leave, the differential payments will terminate.

- H. It is understood that the use of sick leave for childbearing shall not preclude the use of unpaid child care leave.
- I. Leaves of absence with pay not chargeable against the teacher's allowance shall be granted for the following reasons:
1. Absence when the teacher is called for jury service.
 2. Time necessary to take a selective service physical examination.
 3. Court appearances as a witness in a school connected dispute in which the Association is not party when said teacher is subpoenaed to appear.
- J. Sick Leave Bank

Each teacher shall donate one (1) day of accumulated sick leave to a sick leave bank effective October 1, 1991. Teachers who have exhausted their sick leave may utilize days from the bank subject to the guidelines and procedures (including but not limited to continuing maintenance, replenishing [must be uniformly done by all teachers] and repayment procedures) established by the Association. The Association shall notify the District so that appropriate accounting of the utilization of the sick leave bank may be maintained. Any days left in the bank at the end of each school year and upon the expiration of this Agreement shall be carried over for future use.

ARTICLE XI

Unpaid Leaves of Absence

- A. An unpaid leave of absence of one year shall be granted to any teacher, upon application, for the purpose of participating in exchange teaching programs in other states, territories or countries; foreign or military teaching programs; and Peace Corps, Teacher's Corps or Job Corps as a full-time participant in such programs; or a cultural travel or work program related to his/her professional responsibilities; provided said teacher states his/her intention to return to the school system. Upon return from such leave, a teacher who has been employed as a teacher for seven (7) consecutive years shall receive one (1) year of credit on the salary schedule; others will not receive salary schedule credit for leave of absence time. Salary schedule credit will be amended to remain consistent with Sec. 380.1235 of the School Code of 1976, as amended.
- B. An unpaid leave of absence of one (1) year shall be granted to any teacher, upon application, for the purpose of engaging in study at an accredited college or university reasonably related to his/her professional responsibilities. Upon return from such leave, a teacher who has been employed as a teacher for seven (7) consecutive years shall receive one (1) year of credit on the salary schedule provided

the teacher provides evidence of the completion of fifteen (15) semester hours of study credit. This leave can be used again by a teacher only after four (4) years of teaching except in cases which have Superintendent's approval.

C. A military leave of absence shall be granted to any teacher who is inducted or enlists for military duty in any branch of the armed forces of the United States for one (1) tour of duty or for the period of duration in case of national emergency. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule that the teacher was at when he/she left or treated in accordance with Federal and State law, whichever is most beneficial to the teacher.

D. Child Care Leave.

1. All applications for unpaid child care leave must be in writing on file with the Superintendent. Except for emergency situations, the written notification shall be submitted at least 45 days prior to the requested leave of absence beginning date. A written doctor's statement must accompany the request where the health of the teacher may be a factor in final determination of the beginning and ending of the leave.
2. The Superintendent and the teacher shall agree upon the beginning and ending dates prior to the commencement of the leave but not in conflict with the doctor's statement of health. Every effort will be made to take into account pupil-teacher continuity in the classroom and accordingly where the teacher's health permits the beginning and ending of the leave will correspond as nearly as possible with the beginning or ending of a marking period or semester.
3. A leave so granted may be for a period of up to twelve (12) months and, upon request of the teacher, extended at the discretion of the Board.
4. Child care leave may be used for the purpose of caring for an employee's child, or for the purpose of child adoptions through an agent legally authorized to provide such services.

Employees will be expected to comply with the notification timeline set in D.1., but it is understood that unexpected situations may arise which will necessitate the modification or waiving of the notification timeline.

In the event of a change in the circumstances of the employee (such as miscarriage or death of an employee's child), the bargaining unit member may elect to end the child care leave early by so notifying the Superintendent and electing one of the following options:

- a. Return immediately to a vacant position, or a vacancy as it becomes available, for which the member is certified. A member who elects

this option will have the right to return to the member's previous position the following school year.

- b. Return to the member's same position (assignment prior to leave), or other position, as soon as it becomes available.
 - c. Return at a mutually agreed to time between the Superintendent and the bargaining unit member.
5. Pregnant teachers may elect to use paid sick leave or unpaid child care leave, or both, for pregnancy-related illness or disability.
- E. Unpaid medical leave shall be granted under one of the following provisions:
1. Any teacher whose personal illness extends beyond the period compensated under Article X shall be granted a leave of absence without pay for such time as is necessary for complete recovery from such illness. The Board may, at its discretion, require a medical certificate to be furnished by said teacher setting out the nature of his illness together with a prognosis, said certificate to be prepared by a licensed practitioner of the healing arts in this state.
 2. In the event that the teacher wishes an unpaid medical leave and has not utilized the entire leave provision period (E.1. above) compensated for under Article X, an unpaid medical leave shall be granted under the following conditions:
 - a. All the applications for unpaid medical leaves of this nature must be in writing on file with the Board at least thirty (30) days prior to the requested leave of absence beginning date. A written doctor's statement must accompany the request where the health of the teacher may be a factor in final determination of the beginning and ending of the leave.
 - b. The Superintendent and the teacher shall agree upon the beginning and ending dates prior to the commencement of the leave, but not in conflict with the doctor's statement of health. Every effort will be made to take into account pupil-teacher continuity in the classroom and accordingly where the teacher's health permits the beginning and ending of the leave will correspond as nearly as possible with the beginning or ending of a marking period or semester.
 - c. A leave so granted may be for a period of up to twelve (12) months and, upon request of the teacher, extended in the discretion of the Board.
- F. The maximum number of leaves of absence as defined in Section A. and B. (above) granted by the Board of Education annually will be as follows:

1. Elementary - Two (2)
 2. Junior High - One (1)
 3. High School - Two (2)
- G. An unpaid leave of absence shall be granted upon application for the purpose of serving as an officer of the Michigan Education Association, or the National Education Association. Upon return from such leave, a teacher shall be placed on the salary schedule as he/she would have been had he/she taught in the district during such period.
- H. An unpaid leave of absence shall be granted to any teacher upon application for the purpose of campaigning for, or serving in a public office. This leave shall be for a minimum of one (1) year and a maximum of one (1) term in the elected office.
- I. Unpaid Leave. Each school year before June 1, any teacher with seven (7) years of experience in the Hudsonville Public School System may apply to the Superintendent for a one (1) year unpaid leave under this section to start with the beginning of the next school year. No reason for such request need be stated, but leave shall be granted conditional on a replacement teacher being available. No more than three (3) teachers shall be on leave under this provision at any one time. If more than three (3) teachers apply for such leave for a given year, the three (3) most senior teachers shall qualify for the leave.
- J. Personal Leave
1. Any employee desiring an unpaid leave, other than leaves in the contract, shall apply in writing to the Superintendent identifying the period of the proposed leave and the necessity thereof. The granting or denial of any such requested leave shall be discretionary with the Superintendent of Schools.
 2. Superintendent approval of any such leave, if granted, shall be in writing and shall specify the period of the approved leave and the purpose for which it may be used.
 3. A maximum of five (5) days may be used for personal leave per school year.
 4. An employee may not use personal leave days prior to or immediately following school holiday vacations.
 5. All such leaves shall be approved by the employee's immediate supervisor prior to submitting such requests to the Superintendent of Schools. The employee's immediate supervisor shall verify that a qualified and certified substitute is available.

K. Unpaid Leaves Of Absence - General

1. Unless otherwise indicated, all such leaves shall be without pay or other compensation, shall be without salary schedule credit, and shall be without accrued or accumulation of benefits (e.g., sick leave). All unused benefits which were accrued by the teacher prior to the leave of absence shall be recredited to the teacher upon the teacher's return from a leave.
2. Upon return from leave, the teacher shall be assigned to the same position, if available, or a position for which he/she is certified.
3. A leave of absence shall not exempt a teacher from the provisions of layoff contained in the contract. A layoff notice is required only if it will affect employment beyond the length of the leave.
4. Failure to return from leave on the date specified in said leave shall be just cause for dismissal.

ARTICLE XII

Seniority

- A. Seniority shall be defined as length of unbroken service in Hudsonville Public Schools. (A break in service occurs when a teacher resigns, retires, or is terminated and the termination is not reversed through an administrative or court proceeding.)
1. Leaves of absences, with or without pay, and absences due to layoff are not considered as a break in service.
 2. Seniority shall be counted from the first date of service in the district.
 3. Seniority shall not accumulate during a requested leave of absence as set forth in Article XI, Sections A, B, C, D, H, I or K. Such leave, however, shall not constitute a break in service.
 4. Seniority shall continue to accumulate during absences under Article X. Seniority shall continue to accumulate during absences under Article XI, Section E, up to a maximum of one year.
 5. In the event two or more people have the same seniority date, ties will be broken by using the last four digits of the teachers' social security numbers. The person with the highest number shall be considered to have the greatest seniority with rank descending so that the person with the lowest number has the least seniority.

- B. Time spent in an administrative position in the district shall not be considered a break in service, but seniority shall not accumulate while in an administrative position.
- C. The Association President or his designee and the Superintendent or his designee shall mutually develop a seniority list not later than November 1, 1981.
 - 1. The list will include the names, type of certificate(s), grade(s), or course(s) which they are qualified to teach, the first date of unbroken service, beginning and ending dates for leaves which do not count for accumulated service (See 1 (c) above), and social security numbers.
 - 2. Upon agreement on the list, the first date of unbroken service shall not thereafter be challenged.
 - 3. The seniority list shall be updated each year by November 1.
- D. Upon the completion of 120 days service to the district, all newly hired teachers in Hudsonville Public Schools shall be placed on the seniority list as of their first date of service in the district, and shall remain on the list until such time as there is a break in service to the district as defined in 1 above.
- E. For the purpose of determining years of seniority for teachers who work less than a full year, the following schedule will apply:

<u>Time Taught in a Given Year</u>	<u>Years of Credit</u>
0 - 49 days	None
50 - 99 days	1/2 year
100 or more days	1 full year

ARTICLE XIII

Reduction of Personnel

- A. In the event it becomes necessary to reduce the number of teachers due to program elimination or reduction, or to reduce the number of teachers in a given subject area, field or program or eliminate or consolidate position(s), the Board shall follow the procedure listed below:
 - 1. Teachers not holding a regular Michigan Provisional, Continuing, or qualified certificate will be laid off first, provided there are fully qualified, fully certificated teachers to replace and perform all of the needed duties of the laid off teachers.

2. If reduction is still necessary, then probationary teachers with the least number of continuous years of teaching in the Hudsonville Public School System will be laid off first, provided there are remaining fully qualified, fully certificated teachers to replace and perform all of the needed duties of the laid off teachers.
 3. If further reduction is still necessary, then tenure teachers with the least seniority in the Hudsonville Public School System will be laid off first, provided there are fully qualified, fully certificated teachers to replace and perform all the needed duties of the laid off teachers.
- B. Fully qualified and fully certificated teachers shall be defined as follows:
1. Teachers who hold a provisional, continuing, or qualified teaching certificate in a given subject area; and
 2. Who have completed eighteen (18) semester hours of college credit in a given subject or have taught in the subject area or grade level (elementary) on a regular basis within the last five (5) years preceding the layoff.
- C. Recall - In the event of layoff, the Board will institute a recall procedure which will be in inverse order of the above layoff procedure.
- D. Staff positions will not be eliminated after September 1 of a given school year unless financial exigencies dictate a necessary reduction in staff. Financial exigencies including failure of millage or unforeseen reduction in state aid.
- E. Seniority right will be lost by the teacher if the teacher does not return within ten (10) working days when he/she is recalled from layoff.
- F. The Board shall give no less than thirty (30) days notice to the teacher being laid off.
- G. The Association President or his/her designee and an administrator to be named by the Superintendent shall mutually develop a seniority list reflecting the last day of hire along with each teacher's certification. This list shall be completed by November 1, each year unless mutually extended. Upon agreement of the list, the last day of hire may not thereafter be challenged.

ARTICLE XIV

Insurance Protection

- A. The Board shall provide without cost to the teachers the MESSA Plan A or Plan B described below by making payment of insurance premiums for a full twelve (12) month period each year of this Agreement for the teacher and his/her eligible dependents as defined by MESSA, subject to the provisions below.

B. Each teacher shall elect either Plan A or Plan B; provided, however, that if a husband and wife are both members of the bargaining unit, one shall select Plan A and the other Plan B. Part-time teachers shall receive the MESSA Super MED 2 premium rate on a pro rata basis; e.g., a teacher employed for three (3) days per week will receive three-fifths (3/5) of the premium rate due to a full-time teacher eligible for the same coverage. Those part-time teachers electing Plan A shall pay the difference between the pro-rated amount and the full cost of the appropriate health insurance premiums (based on MESSA's Super MED 2 rates for Ottawa County) by direct payment or payroll deduction.

C.	<u>Benefit</u>	<u>Plan A</u>	<u>Plan B</u>
1. Health Insurance		MESSA Super MED 2 (MESSA Limited Medicare Supplement and Medicare Premiums shall be paid on behalf of a teacher eligible for Medicare in lieu of SM-2 in appropriate situations where it is cost effective for the Board)	Not Available
2. Long Term Disability Insurance		MESSA Plan 2 - 66 2/3% of salary up to \$3200 monthly maximum - 90 Calendar days modified fill - Pre-existing Condition Waiver	Same as Plan A
3. Dental Insurance		MESSA/Delta Dental Care Plan E-007 (80-80-80 with orthodontic rider 007 - \$1,300 maximum) - Internal and External Coordination of Benefits	Same as Plan A
4. Life Insurance		MESSA Negotiated Term Life \$30,000 with \$30,000 AD&D - Waiver of Premium	Same as Plan A

5. Vision Insurance	MESSA VSP-2 - Internal and External Coordination of Benefits	Same as Plan A
6. Options or Annuities	Not Available	Teachers may apply the amount of Super MED 2 single subscription premium rate based on MESSA's Super MED 2 rates for Ottawa County (pro-rated for part-time teachers) towards the purchase of any MESSA, MEFSA, or other mutually agreeable options or annuities. The available annuities shall be limited to the Plans in which the teacher is currently enrolled or any plan which has a minimum of five (5) teachers enrolled.

D. General Provisions Related To Insurance Coverage

1. The insurance year shall be twelve (12) months from September 1 through the following August 31 each year of the Contract.
2. In the event a teacher is terminated during the school year, the insurance shall terminate at the end of the month of termination.
3. In the event a teacher dies during the school year, and providing the policy permits continued coverage, the Board shall continue payments of the applicable premiums for the balance of that school year. If the teacher dies after the completion of the school year, and providing the policy permits continued coverage, the Board shall continue payments of the applicable premiums through August 31 of that year.
4. In the event a teacher resigns, goes on an unpaid leave of absence (including leaves while eligible to receive benefits under the long-term disability insurance or workers' compensation) or is laid off during the school year, the Board shall continue payments of the applicable insurance premiums per the following formula:

# of teacher days completed in school year	x 365 -	# of calendar days completed in school year	=	# of additional calendar days the Board will continue payment of insurance
185				

Provided, however, that if the number of calendar days that the Board will continue payment of insurance extends past the first day of a month, the Board shall continue payment of the applicable insurance premiums through the end of that month.

5. Teachers on unpaid leaves of absences (including leaves while eligible to receive benefits under the long-term disability insurance or workers' compensation) will be allowed to continue their insurances after the Board discontinues payments of the premiums by paying the applicable premiums to the Central Office, provided that the policies permit such continued coverage.
6. In the event a teacher leaves employment after the end of a school year and before the start of the next school year, the insurance shall continue through the following August, unless the teacher becomes employed by another employer and is covered by fully-employer-paid insurance with respect to each insurance program included in this Article.
7. All insurance benefits for which the Board is obligated to contribute shall be subject to the underwriting rules, regulations, and limitations as set forth by the respective insurance carrier.
8. The Board, by payment of the premiums set forth herein, shall be relieved from all liability with respect to the benefits provided by the insurance carriers or their underwriters. The failure of the insurance carriers or their underwriters to provide any of the benefits for which they have contracted shall not result in any liability to the Board, nor shall such failure be considered a breach of any obligation by the Board.
9. Disputes between teacher(s) or beneficiaries of teacher(s) and the insurance carriers or their underwriters shall not be subject to the Grievance Procedure established in this Agreement.
10. There shall be a 30-day open enrollment period each year from September 1 - 30 or any other time mutually agreed to by the parties and MESSA. Summer pre-enrollment will be permitted in appropriate situations.
11. In the event a teacher begins employment after the first required work day of the school year, the teacher shall be eligible for insurance benefits effective on the first day of service that MESSA permits for such coverage. Should the teacher continue in employment through the end of the school year, the board shall continue payments of the applicable insurance premiums per the following formula:

$$\frac{\text{\# of teacher days completed in school year after the teacher's first day of service}}{185} \times 365 - \text{\# of calendar days completed in school year after the teacher's first day of service} = \text{\# of additional calendar days the Board will continue payment of insurance}$$

Provided, however, that if the number of calendar days that the Board will continue payment of insurance extends past the first day of a month, the Board shall continue payment of the applicable insurance premiums through the end of that month.

ARTICLE XV

Teacher Evaluation

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

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

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

Teachers on tenure shall have at least one evaluation every other year with the evaluation made prior to April 1st.

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

1. All reports shall be in writing.
2. No letter grades will be used on the evaluation forms. Two designations will be made in each area being evaluated: satisfactory and unsatisfactory.
3. The evaluator must visit each classroom, for a minimum period of thirty minutes for each evaluation; he/she must, within seven days of the evaluation, hold a conference with the teacher being evaluated for the purpose of discussing the evaluation and presenting methods of improving areas of weakness demonstrated by the teacher.
4. Help shall be offered teachers experiencing difficulty and specific suggestions for improvement shall be given and a record to be kept of these suggestions.

A copy of the list of suggested improvements shall be given to the teacher. Every effort shall be made to help the teacher develop professionally.

5. The teacher is to receive a copy of the evaluation report.
 6. The teacher may request a conference with the Superintendent of Schools to discuss his/her evaluation in the presence of the evaluators and any other person of the teacher's choice.
 7. The Evaluation form shall be Form No. S117, printed by Doubleday Brothers, Kalamazoo, Michigan; the white copy shall be filed in the teacher's file maintained in the office of the Superintendent of Schools, the yellow copy shall be given to the teacher being evaluated, and the pink copy shall be kept by the evaluator in a locked file.
 8. A written behavioral evaluation will be attached to each S117 report; the teacher will be given a copy of this written behavioral evaluation. The said teacher shall have the right to attach to the evaluation form, in writing, any objection that he/she may have.
- D. Each teacher shall have the right upon request to review the contents of his/her own personnel file. A representative of the Association may be requested to accompany the teacher in such review.
- E. Letters of reprimand by the administrator resulting in discipline of a teacher shall be subject to the Grievance Procedure (Article XVI of this Agreement).

ARTICLE XVI

Professional Grievance Negotiation Procedure

- A. For purposes of this Agreement, a grievance is defined as any claim or complaint by an employee or by the Association that there has been a violation, misinterpretation, or misapplication of a specific provision of this Agreement. All such grievances shall be processed as hereinafter provided.
- B. The aggrieved employee shall begin the grievance procedure by informally discussing the matter with his/her immediate supervisor within fifteen (15) school days after the occurrence or the facts become known, with the object of informally resolving the matter. If not so resolved, a written statement of the grievance, signed by the grievant, shall be filed with his/her immediate supervisor within fifteen (15) school days after such informal discussions. Such statement shall recite the facts alleged, the provision of the Agreement involved, the relief requested. Within fifteen (15) school days thereafter, the aggrieved employee and his/her immediate supervisor and a representative of the Association shall meet to discuss the matter in an effort to resolve it.

- C. If not resolved at such meeting, a written answer to the grievance shall be given by the immediate supervisor within fifteen (15) school days after such meeting. If the employee is not satisfied with that answer, he/she shall then forward the grievance and answer to the Superintendent within fifteen (15) school days after receipt of the answer. The aggrieved employee and representative of the Association shall meet with the Superintendent within fifteen (15) school days thereafter to discuss the matter in an effort to resolve it.
- D. If not settled at such meeting, the Superintendent or his/her designee shall give his/her written answer within fifteen (15) school days of such meeting to the aggrieved employee and the Association. If not settled as a result of such answer, either the Board or the Association shall have the right to appeal the dispute to a mutually satisfactory arbitrator under and in accordance with the rules of the American Arbitration Association. Such appeal must be taken by written notice given to the other party within fifteen (15) school days from the date the answer is given.
- E. In the event of a general grievance, the President of the Association has the right to file a grievance which would go directly to the Superintendent under Section D and follow the procedure as outlined thereafter.
- F. Notwithstanding the expiration of this agreement, any claim of grievance arising thereunder may be processed through the grievance procedure until resolution.
- G. A teacher engaged during the school day in any professional grievance negotiations on behalf of the Association with any representative of the Board shall be released from regular duties without loss of salary. If any negotiations are requested by the Board which will involve the teacher during the school day, the teacher will be released from regular duties without loss of pay.
- H. The arbitrator shall have the power and authority as set forth herein to resolve such grievances.
 - 1. It is expressly agreed that the power and authority of the arbitrator shall be limited in such case to the resolution of the question submitted to him/her. It is further specifically agreed that the arbitrator shall have no power to add to, subtract from, or modify, any of the terms of this Agreement. The decision of the arbitrator shall be final and binding on both parties.
 - 2. The fees and expenses of the arbitrator shall be shared equally by the Board and the Association. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other. If either party wants an official transcript of the proceedings, the said party shall pay full cost.
 - 3. No decision in any case shall require a retroactive adjustment in any other case.

4. The arbitrator shall have no power to establish salary scales.
 5. The arbitrator shall have no power to rule on any of the following:
 - a. The termination of or decision not to re-employ any probationary teacher.
 - b. The placing of a non-tenure teacher on a third year of probation.
 - c. Failure to re-employ any teacher to an extra contract assignment.
 - d. Any matter covered under the Teacher Tenure Act. (Act IV Public Acts, Extra Session of 1937 of Michigan, as amended).
 - e. The use of Teacher Evaluation Form No. S117, Doubleday, Kalamazoo, Michigan.
- I. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15, of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as may be possible. Failure to institute a grievance or appeal a decision within the time specified shall be deemed acceptance of the decision at that level. Should the Association withdraw a grievance at any level, no further proceedings shall be had. If the Board fails to comply with any time limit, the grievance shall automatically advance to the next step of the grievance procedure. For purposes herein, "days" shall mean scheduled school days.

ARTICLE XVII

Student Teachers

The Board of Education and administration shall cooperate with area colleges in training programs related to the teaching profession with the following qualifications:

- A. Teachers shall reserve the right to refuse to have a student teacher.
- B. No teacher shall have a student teacher under his supervision unless said teacher has obtained tenure status.
- C. No teacher shall have more than one student teacher during any school year.
- D. Student teachers shall be placed only in areas for which they have been trained (i.e. major or minor area of study in college).

- E. Whenever a student teacher is to serve more than one teacher at the same time, one of the supervising teachers shall be designated as head teacher.
- F. At no time shall, the ratio of student teachers to regular teachers exceed 25% in any one building.
- G. The student teacher may be placed in the role of substitute teacher for his immediate supervising teacher only.
- H. A student teacher shall not serve as a substitute for another teacher that is missing in the school system.
- I. A student teacher may upon his consent serve the role of a substitute for his own supervising teacher in case the supervising teacher is ill. However, this term of service as a substitute without the presence of a supervising teacher shall not last for more than five (5) school days.
- J. No supervising teacher shall substitute for another teacher during the hours a student teacher is under his supervision.

ARTICLE XVIII

Conference Funds

- A. In recognition of the rapidly expanding fields of knowledge, the parties hereby agree to establish a conference committee composed of two (2) administrators appointed by the Board and five (5) teachers appointed by the Executive Board of the H.E.A. The Chairperson of this Committee shall be a teacher.

The Conference Committee shall administrate for 1991-92 - \$12,240; 1992-93 - \$12,945; 1993-94 - \$13,690; (an increase of 5.75% each year of the agreement) annually for teacher conferences. This sum of money shall be used to finance all expenses related to conferences with the exception of substitute teachers which the Board will provide. Money left over at the end of the school year shall be carried to the next school year.

The committee will establish a distribution policy for the funds which provides for equitable allocation of funds among the bargaining unit members. Extra-curricular conferences shall be under the purview of the committee but, in no event, shall more than fifteen percent (15%) of the total annual allocation be utilized for extra-curricular conferences.

The policies, regulations and rules established by the committee must be reviewed by September 1st of each year, and the current policies, regulations and rules must be distributed to the staff by the end of the second week of each school year.

B. The Conference Committee shall have the following powers:

1. Regulate application procedures.
2. Set forth operation rules.
3. Make final decisions as to permission of application requests.

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

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

ARTICLE XIX

Disciplinary Procedures

- A. No teacher shall be reprimanded, demoted, transferred, reduced in rank, disciplined, discharged, or deprived of any professional advantage without just cause.
- B. The Board agrees with the concept of progressive discipline which, unless the seriousness of the offense warrants accelerated discipline, includes verbal warning, written warning, written reprimand, suspension with pay, with discharge being used as a final and last resort.
- C. Any complaint by a parent or student directed toward a teacher shall be promptly called to the teacher's attention if considered serious enough by the appropriate administrator to add to the teacher's personnel file.
- D. A teacher shall be entitled to have present a representative of the Association during any disciplinary action, including adverse evaluations. A teacher shall be advised of this right before any action is taken.
- E. Non-Certified Teachers
1. Non-certified teachers are defined as bargaining unit members who are not eligible for tenure under the Michigan Teacher Tenure Act (MCLA 38.71, et seq; MSA 15.1971, et seq), for purposes of this provision.
 2. A non-certified teacher may, upon initial employment with the District, be required to serve a probationary period not to exceed two (2) calendar years from his/her anniversary date of employment. If a non-certified teacher

works a partial school year, such periods shall be aggregated for purposes of computing the two-year probationary period.

3. At least sixty (60) calendar days before conclusion of the probationary period described in Paragraph 2 above, the District shall determine whether the non-certified teacher's performance is satisfactory or unsatisfactory, and shall notify the teacher in writing. If the District determines unsatisfactory performance, it shall provide the non-certified teacher with the reasons for its determination.
4. If the District determines that the probationary non-certified teacher's performance is unsatisfactory in accordance with the above paragraphs, the teacher's contract shall not be renewed. Alternatively, the District may place the non-certified teacher on a third year of probation, provided that the above procedures and timelines are met.
5. For purposes of non-renewal, the non-certified teacher shall be considered probationary under the terms of this Agreement.

ARTICLE XX

Additional Salary Adjustments

- A. Adjustments from one vertical column to another will be made according to the following guidelines:
 1. BA+18 and BA+30 Columns:
 - a. Only those courses taken after the BA degree is awarded will be applicable.
 - b. Graduate credit courses shall be counted if they have been earned through an accredited college or university.
 - c. Undergraduate credit courses must have the written approval of the Superintendent in order to count for column movement. Such approval will be granted so long as the course is related to the field of K-12 education.
 2. MA+15:
 - a. For all teachers currently employed, courses taken before or after the MA degree is awarded shall be applicable for adjustment to the MA+15 column until September 1, 1992. Thereafter, only those courses taken after the MA degree is awarded will be applicable.

- b. Graduate level courses related to the field of K-12 education will be counted toward column movement.
 - c. Undergraduate credit courses must have the written approval of the Superintendent in order to count toward column movement. In the event the Superintendent denies a teacher credit for undergraduate hours, the teacher has the right to appeal this decision to the Board of Education.
3. MA and Ed.S or Ph.D:
- After having been awarded this degree, the teacher will be advanced to the appropriate step.
4. Adjustments from one vertical column to another will be made only as of the first day the teacher is required to report for work at the beginning of the school year and the first day of the second semester, provided written proof of satisfactory completion of hours beyond B.A., or after M.A. or upon conferral of Ed. Spec. degree. Acceptable written proof includes a college transcript or in lieu thereof a letter from the professor teaching the course where hours are applicable or the registrar's office in the case of conferral of a degree.
5. For all teachers currently employed, all courses completed prior to December 31, 1988, shall apply for movement from one vertical column to another, absent all restrictions cited in B.1.c, B.2.b, and B.2.c above.
- B. Teachers hired at mid-year will be advanced to the next step on the salary schedule at the next mid-year and each succeeding mid-year. A teacher must be employed for a minimum of one hundred (100) days during a given school year in order to qualify for the next step on the salary schedule for the succeeding year.

ARTICLE XXI

Extra Duty

- A. For September 1, 1991 through August 31, 1994, a committee up to four (4) people appointed by the EA and up to four (4) people appointed by the Board will review Schedule B. Changes recommended by the committee will be put into effect upon ratification by the Board and EA.
- B. All hourly rates and annual rates (non-indexed rates) not otherwise mentioned are to be increased by the same percentage as the salary schedule, each year of the contract.

C. Effective September 1, or each year of the contract, the following rates will be increased at the same rate as the base salary.

1. Driver Education:

Driver education teaching positions shall be adjudged as "Extra Duty for Extra Pay" positions and excluded from tenure. The rate for the 1991-92 school year shall be \$19.88, for the 1992-93 school year the rate shall be \$21.02, and for the 1993-94 school year the rate shall be \$22.23.

2. Band and Choir Rehearsals and Performances:

The band and choir directors may, upon arrangement with the Superintendent of Schools, call special rehearsals for their organizations and participate in District festivals or other "day long" events. Remuneration shall be at a rate of \$15.46 per hour for 1991-92, \$16.35 per hour for 1992-93, and \$17.29 per hour for 1993-94 for rehearsals and \$19.88 per hour for 1991-92, \$21.02 per hour for 1992-93, and \$22.23 per hour for 1993-94 for evening concerts or performances and not more than \$146.25 per day for 1991-92, \$154.66 for 1992-93, and \$163.55 per day for 1993-94 for "day long" events; such as District festivals, provided school is not in session on that day for the 1991-92 through 1993-94 school years. All the Elementary music teachers shall be reimbursed at the above rates for all evening music performances.

D. 1. Grade level curriculum leaders and department chairs are as follows:

a. Elementary

- (1) DK, Kindergarten
- (2) Grades 1, 2
- (3) Grades 3, 4
- (4) Grades 5, 6

b. Secondary

- (1) Business Education (7-12)
- (2) Foreign Language (7-12)
- (3) English (7-12)
- (4) Home Economics & Industrial Arts (7-12)
- (5) Mathematics (7-12)

- (6) Science (7-12)
- (7) Social Studies (7-12)

c. K-12

- (1) P.E.
- (2) Art, Music
- (3) Special Education

- 2. Department chairs and grade level leaders may be appointed by the administration after receiving recommendations from members of the department or grade level. Such appointments will be for a term up to three (3) years.
 - 3. The department chairs and grade level leaders will meet no more than once a month, up to nine (9) times a year, with their respective departments or grade levels.
 - 4. The department chairs and curriculum leaders will meet once a month, up to nine (9) times during the school year, with the building administrator(s).
 - 5. Up to three (3) meetings each school year will be scheduled by the administration for all department chairs and curriculum leaders.
 - 6. All leaders' salary based on percent of B.A., based on experience in position (limit to 5 steps).
 - a. Elementary grade level leaders including P.E., Art, Music and Special Education will be paid at $2\frac{1}{4}\% = .0225$.
 - b. Secondary leaders will be paid at $2\frac{1}{3}\% = .0233$ up to 25 classes taught in the department. Additional classes beyond 25 will be paid at the rate of \$12.00 for each class.
- E. Non-tenure, extra duty salary schedules not contained within this article, or cited elsewhere in this Agreement are set forth in Schedule B, which is attached and incorporated into this Agreement.

ARTICLE XXII

Reimbursement for Advance Study

Those members of the staff having a permanent or continuing teaching certificate on file at the Superintendent's office or upon verification of the completion of eighteen (18) semester hours post-graduate credits will be allowed full reimbursement up to a maximum of \$351.15 for 1991-92, \$371.34 for 1992-93 and \$392.70 for 1993-94 for credit included in a degree program or designed to improve the teacher's competency. The money will be for the cost of tuition and course fees charged by the institution to take the course.

If courses are taken which are not part of a degree program or not related to the teacher's instructional assignment, the teacher must have the prior approval of the building principal in order to be eligible for reimbursement.

The course or courses must be taken and successfully completed during the contract year (September 1 - August 31). Payment will be credited to the contract year in which the course was completed. Evidence of successful completion may be in the form of a grade card or transcript.

Commencing with the period from September 1, 1984 to August 31, 1985 and each like period thereafter, the teacher must apply in writing not more than 45 days after the completion of the course, except for classes completed during the summer session, teachers must apply in writing not more than 45 days after the first day of school. (Example: School starts September 4 - the last day to apply would be October 18th). A copy of the transcript showing successful completion, or a letter from the instructor certifying successful completion must accompany the application.

During this Agreement, the grant will be increased by the percentage of increase in the B.A. Base.

ARTICLE XXIII

Board Rights

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

1. To the executive management and administrative control of the school system and its properties and facilities and staff.

2. To hire all teachers and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, and to promote, discipline, and transfer all such employees.
 3. To establish grades and courses of instruction, including special programs and to provide for athletic, recreational and social events for students, all as deemed necessary or 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 and the hours of instruction, the duties, responsibilities, and assignments of teachers with respect there to, and with respect to administrative and non-teaching activities, the terms and conditions of employment.
- B. 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 hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and Laws of the United States.

ARTICLE XXIV

Miscellaneous Provisions

- A. The Board agrees at all times to maintain an adequate list of substitute teachers. Teachers shall be informed of a telephone number they may call before 7:00 A.M. to report unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher.
- B. No polygraph or lie detector device shall be used in any investigation of any teacher or pupil.
- C. This agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement so long as this Agreement is in force.
- D. Copies of this Agreement shall be printed at the expense of the Board and presented to all teachers now employed or hereafter employed by the Board.

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

- F. 1. The Association agrees not to engage in or encourage strike action.
2. The Association agrees that an injunction may be issued by a court of competent jurisdiction against a strike engaged in by members of the Association.

G. Part Time Teachers:

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

Payment = full-time salary x fraction of time employed.

H. Temporary Personnel

1. Substitute teachers shall be defined as teachers who fill temporary teaching vacancies on a daily basis.
- a. Short Term - Works on a daily basis, but always less than eleven (11) consecutive school days in the same teaching assignment.
- b. Long Term - Works on a daily basis for eleven (11) or more days in the same assignment as a substitute. Long term substitutes shall be placed on the current salary schedule index according to their teaching experience and educational level after (10) consecutive days in the same teaching assignment.
2. Replacement teachers shall be defined as teachers who are hired by the district for a given period of time to fill a temporary teaching vacancy. They are employed for an entire school year or part of a school year as a temporary replacement teacher for members of the teaching staff. Teachers employed as replacements for members of the teaching staff shall be subject to the policies governing the employment of regular staff. Payment for services shall be computed in accordance with the following formula:

$$\text{Payment} = \frac{\text{Contract amount}^*}{\# \text{ Contract days}} \times \frac{\text{Replacement Teacher's}}{\text{Contract Days}}$$

*NOTE:

The contract amount is computed using the current salary schedule according to the experience and education of the replacement teacher.

I. Transfer Credit Policy

Teachers transferring to the District from another school district may be placed at any step of their respective degree index up to receiving full credit on the salary schedule for the first six years of outside teaching experience and one-half credit for the next four years of outside experience.

- J. Bargaining unit members shall not be expected or required to administer medication or perform non-emergency medical-related procedures.

ARTICLE XXV

Calendar

- A. The calendars for the 1991-92, 1992-93, and 1993-94 school years are contained in Appendix C attached to and incorporated into this Agreement.

B. School Closing (Snow Days)

1. During each year of the current master agreement, students will be scheduled to attend 181 days for instruction. Teachers will be scheduled to work 185 days. The actual scheduled instructional and work days are set forth in the calendar (see Appendix C).
2. The first scheduled work day for the teachers shall be arranged so that the morning will be used for teacher meetings, and the afternoon will be used as preparation time by the teachers.
3. It is specifically understood between the parties that days on which students are in attendance for one-half day only are counted as full student days.
4. Whenever schools shall be closed on a scheduled day due to inclement weather or other acts of God, the staff shall not be required to report for work and shall suffer no loss of pay.
5. In the event no days of instruction are canceled due to acts of God, the calendar will be followed as printed in Appendix C of this master agreement.
6. In the event school is closed for three (3) days or less in the first semester, the last day of the semester shall be a teacher records day as set forth in the calendar.
7. In the event school is closed for four (4) or more days during the first semester due to acts of God, then the final day of the first semester shall be converted to a full day of instruction prior to the exam schedule.

8. In the event the foregoing provisions of this Article does not result in 178 student instructional days, additional instructional days shall be scheduled during days when teachers were scheduled to work without students in attendance until 178 days of instruction can be accomplished as follows:
 - a. First, the in-service day shall be converted to a half day of instruction, and a half day of in-service.
 - b. Second, the records day scheduled for the last day of the second semester shall be converted to a full day of instruction prior to the exam schedule.
9. Any alterations in the calendar according to the foregoing provisions shall not result in additional compensation being paid to teachers.
10. In the event all of the foregoing provisions have been implemented and students still have not obtained 178 days of instruction, then the district reserves the right to decide if additional days will be scheduled. If additional days are scheduled, they shall be added to the school year immediately after the conclusion of the regular calendar as set forth in Appendix C of the master agreement, unless otherwise agreed between the parties.
11. Any days added (per Paragraph 10 above) to the teachers' scheduled work year beyond the 185 days in the calendar, as set forth in the master agreement, shall result in additional compensation to the teachers. Such compensation shall be computed at the rate of 66 $\frac{2}{3}$ % of $\frac{1}{185}$ th of the teacher's annual salary, as set forth on Appendix A of the master agreement, for each day added (i.e., 0.003604 times the number of days made up, times the teachers' annual Appendix A salary).
12. In the event the state law requiring 178 days of instruction for full State Aid is repealed during the life of this agreement, the calendars set forth in the appendix of the master agreement shall be followed, and days missed due to acts of God shall not be made up. Further, the staff shall suffer no loss of pay.

ARTICLE XXVI

Duration of Agreement

This Agreement shall be effective as of September 1, 1991 and shall continue in effect for three (3) years through the 31st day of August 1994. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

BOARD OF EDUCATION

By Dale Yntema
School Board President

By Joseph R. Buel
School Board Negotiator

HUDSONVILLE EDUCATION
ASSOCIATION

By Sean Schuckert
President

By Bill Kuiper
Chief Negotiator

By Kyle R. Kasteline
HEA Negotiator

By Paul Vancan
HEA Negotiator

By Sharon B. Buel
HEA Negotiator

By Danicki Warden Berg
HEA Negotiator

By Charlotte Greenland
HEA Negotiator

A P P E N D I X A

1 9 9 1 - 9 2 S C H O O L Y E A R

STEP	INDEXED INCREMENT	BA 1.00	BA+18 1.03	BA+30 1.05	MA 1.09	MA+15 1.10	EdS/PhD 1.12
1	1.00	24,694 *	25,435 *	25,929 *	26,916 *	27,163 *	27,657 *
2	1.05	25,929 *	26,707 *	27,225 *	28,262 *	28,522 *	29,040 *
3	1.10	27,163	27,978	28,522	29,608	29,880	30,423
4	1.15	28,398	29,250	29,818	30,954	31,238	31,806
5	1.20	29,633	30,522	31,114	32,300	32,596	33,189
6	1.25	30,868	31,794	32,411	33,646	33,954	34,572
7	1.30	32,102	33,065	33,707	34,991	35,312	35,954
8	1.35	33,337	34,337	35,004	36,337	36,671	37,337
9	1.40	34,572	35,609	36,300	37,683	38,029	38,720
10	1.45	35,806	36,880	37,597	39,029	39,387	40,103
11	1.50	37,041	38,152	38,893	40,375	40,745	41,486
						1.11	1.13
12	1.55	38,276	39,424	40,189	41,721	42,486	43,252
13	1.60	39,510	40,696	41,486	43,066	43,857	44,647
17	1.66	40,992	42,222	43,042	44,681	45,501	46,321
20	1.68			43,560	45,220	46,049	46,879
25	1.74			45,116	46,835	47,694	48,553

***Note -** These numbers are listed for the purpose of computing per diem and extra duty pay. The actual salaries for Steps 1 and 2 will be determined annually by the Board of Education pursuant to Letter of Understanding - Appendix A.

Persons on MA+30 as of September 1, 1981 will be grandfathered onto EdS/PhD column. Applies only to the following employees:
Marinus Luttikhuizen, John Janssen, Virginia Burke and Armand Sikkema

A P P E N D I X A

1 9 9 2 - 9 3 S C H O O L Y E A R

STEP	INDEXED INCREMENT	BA 1.00	BA+18 1.03	BA+30 1.05	MA 1.09	MA+15 1.10	EdS/PhD 1.12
1	1.00	26,114 *	26,897 *	27,420 *	28,464 *	28,725 *	29,248 *
2	1.05	27,420 *	28,242 *	28,791 *	29,887 *	30,162 *	30,710 *
3	1.10	28,725	29,587	30,162	31,311	31,598	32,172
4	1.15	30,031	30,932	31,533	32,734	33,034	33,635
5	1.20	31,337	32,277	32,904	34,157	34,470	35,097
6	1.25	32,643	33,622	34,275	35,580	35,907	36,560
7	1.30	33,948	34,967	35,646	37,004	37,343	38,022
8	1.35	35,254	36,312	37,017	38,427	38,779	39,484
9	1.40	36,560	37,656	38,388	39,850	40,216	40,947
10	1.45	37,865	39,001	39,759	41,273	41,652	42,409
11	1.50	39,171	40,346	41,130	42,696	43,088	43,872
						1.11	1.13
12	1.55	40,477	41,691	42,501	44,120	44,929	45,739
13	1.60	41,782	43,036	43,872	45,543	46,378	47,214
17	1.66	43,349	44,650	45,517	47,251	48,118	48,985
20	1.69			46,339	48,105	48,987	49,870
25	1.76			48,259	50,097	51,016	51,936

***Note -** These numbers are listed for the purpose of computing per diem and extra duty pay. The actual salaries for Steps 1 and 2 will be determined annually by the Board of Education pursuant to Letter of Understanding - Appendix A.

Persons on MA+30 as of September 1, 1981 will be grandfathered onto EdS/PhD column. Applies only to the following employees: Marinus Luttikhuizen, John Janssen, Virginia Burke and Armand Sikkema

A P P E N D I X A

1 9 9 3 - 9 4 S C H O O L Y E A R

STEP	INDEXED INCREMENT	BA 1.00	BA+18 1.03	BA+30 1.05	MA 1.09	MA+15 1.10	EdS/PhD 1.12
1	1.00	27,616 *	28,444 *	28,997 *	30,101 *	30,378 *	30,930 *
2	1.05	28,997 *	29,867 *	30,447 *	31,607 *	31,896 *	32,476 *
3	1.10	30,378	31,289	31,896	33,112	33,415	34,023
4	1.15	31,758	32,711	33,346	34,617	34,934	35,569
5	1.20	33,139	34,133	34,796	36,122	36,453	37,116
6	1.25	34,520	35,556	36,246	37,627	37,972	38,662
7	1.30	35,901	36,978	37,696	39,132	39,491	40,209
8	1.35	37,282	38,400	39,146	40,637	41,010	41,755
9	1.40	38,662	39,822	40,596	42,142	42,529	43,302
10	1.45	40,043	41,244	42,045	43,647	44,048	44,848
11	1.50	41,424	42,667	43,495	45,152	45,566	46,395
						1.11	1.13
12	1.55	42,805	44,089	44,945	46,657	47,513	48,369
13	1.60	44,186	45,511	46,395	48,162	49,046	49,930
17	1.66	45,843	47,218	48,135	49,968	50,885	51,802
20	1.70			49,295	51,172	52,111	53,050
25	1.78			51,614	53,581	54,564	55,547

***Note -** These numbers are listed for the purpose of computing per diem and extra duty pay. The actual salaries for Steps 1 and 2 will be determined annually by the Board of Education pursuant to Letter of Understanding - Appendix A.

Persons on MA+30 as of September 1, 1981 will be grandfathered onto EdS/PhD column. Applies only to the following employees: Marinus Luttikhuizen, John Janssen, Virginia Burke and Armand Sikkema

LETTER OF UNDERSTANDING

APPENDIX A

The Board has the right to set the salary for Steps 1 and 2 on the Salary Schedules each year of the Agreement subject to the following conditions:

- a. All new hires placed at Step 1 of their respective degree index on the Salary Schedule each year will be paid the same salary.
- b. The salary for Step 2 on the Salary Schedule will be as follows:

<u>School Year</u>	<u>Step 2 Salary</u>
1991-92	At least \$1,000 more than the salary set by the Board for Step 1 on the 1991-92 Salary Schedule
1992-93	Step 2 on the 1991-92 Salary Schedule increased by 5-3/4% or \$1,000 more than the salary set by the Board for Step 1 on the 1992-93 Salary Schedule, whichever is higher
1993-94	Step 2 on the 1992-93 Salary Schedule increased by 5-3/4% or \$1,000 more than the salary set by the Board for Step 1 on the 1993-94 Salary Schedule, whichever is higher

- c. The Board will notify the Association of the anticipated salaries for Step 1 and Step 2 on the Salary Schedules on or before August 1 of each year of the Agreement. The Board reserves the right to adjust the anticipated salaries after August 1 as it deems necessary to accomplish its hiring goals.
- d. Teachers moving from Step 1 on the 1990-91 Salary Schedule to Step 2 on the 1991-92 Salary Schedule shall be paid at the Step 2 level on the 1990-91 Salary Schedule increased by 5-3/4%.
- e. This Letter of Understanding shall expire at the conclusion of the 1991-94 Agreement.

APPENDIX B
 1991-94 NON-TENURE SALARY SCHEDULE
 (SCHEDULE B)

Coaches Salary Based on % on B.A., Based on Coaching
 Experience (limit to 13 steps)

Football	
Head Coach Varsity	11.5%
Varsity Assistant (2)	8.5% each
Head Coach Reserve	8.0%
Reserve Assistant	7.0%
Head Coach Freshman	7.5%
Freshman Assistant	7.0%
Golf	8.0%
Cross Country	8.0%
Girls Tennis	8.0%
Swimming	
Boys Coach	10.5%
Girls Coach	10.5%
Assistant - Boys	7.0%
Assistant - Girls	7.0%
Junior High Coach	6.0%
Junior High Assistant Coach	5.0%
Basketball	
Head Coach - Boys	11.5%
Head Coach - Girls	11.5%
Junior Varsity - Boys	8.5%
Junior Varsity - Girls	8.5%
9th Grade - Boys	8.0%
9th Grade - Girls	8.0%
8th Grade - Boys	5.5%
8th Grade - Girls	5.5%
7th Grade - Boys	5.5%
7th Grade - Girls	5.5%
Track	
Head Coach - Boys	9.5%
Head Coach - Girls	9.5%
Assistant - Boys	7.0%
Assistant - Girls	7.0%
Junior High (2 coaches)	5.5% each
Baseball	
Head Coach Varsity	9.5%
Junior Varsity	7.0%
Freshman	6.5%
Softball	
Head Coach Varsity	9.5%
Junior Varsity	7.0%

Volleyball	
Head Coach Varsity	8.5%
Junior Varsity	7.0%
Wrestling	
Head Coach	10.5%
Assistant Varsity Coach	7.0%
Junior High Coach	6.0%
Boys Tennis	8.0%
Cheerleading	
Head High School	Fall 5.0%
	Winter 5.0%
Assistant High School	Fall 3.0%
	Winter 3.0%
Junior High	6.0%
Junior High Volleyball	6.0%
All Extramural & Intramural	8.97/hr. - 1991-92
	9.48/hr. - 1992-93
	10.03/hr. - 1993-94
Elementary Athletic Supervisors	8.97/hr. - 1991-92
	9.48/hr. - 1992-93
	10.03/hr. - 1993-94

For the following:

Salary Based on % of B.A. Step (limit to 11 steps)

Vantage Point	6.0% If not offered as credit class
	2.0% If offered as credit class
Yearbook	6.0% If not offered as credit class
	2.0% If offered as credit class
High School Student Council	4.0%
Junior High Student Council	4.0%
Debate and Forensics	4.0%
Camera Club	2.0%
Chess Club	1.0%
Play Directors	
Music	3.0%
Drama	3.0%
Bowling - High School	2.0%
Bowling - Junior High	1.0%
Ski Club - High School	2.0%
Ski Club - Junior High	1.0%
Senior Class Sponsor (2)	1.0% each
Junior Class Sponsor (2)	1.0% each
Sophomore Class Sponsor (2)	0.5% each
Freshman Class Sponsor (2)	0.5% each

Summer Science Instructors (2)	\$1,361 each - 1991-92
	\$1,439 each - 1992-93
	\$1,522 each - 1993-94
Driver's Education Coordinator	\$1,325 - 1991-92
	\$1,401 - 1992-93
	\$1,482 - 1993-94
Summer Band Camp	\$1,745 - 1991-92
	\$1,845 - 1992-93
	\$1,951 - 1993-94

All mileage recorded by coaches on scouting assignments of athletic department, shall be paid at a rate equal to the current IRS fixed mileage rate, providing a school car is not available.

APPENDIX C

1991-92 School Year

<u>Date(s)</u>	<u>Teacher Days</u>	<u>Student Days</u>
September 2 - Labor Day		
September 3 - 1st Teacher Day*	20	
September 4 - 1st Student Day		19
October	23	23
Fall Conferences		
November 28, 29 - Thanksgiving	19	19
December 21 - Christmas Break Begins	15	15
January 6 - Classes Resume		
January 24 - Records Day*	20	19
February	20	20
March/April - In-service Day*	22	21
Spring Conferences		
April 3, 6, 7, 8, 9, 10 - Spring Break	16	16
May 25 - Memorial Day	20	20
June 11 - Last Student Day		9
June 12 - Last Teacher Day*	10	
	<hr/>	<hr/>
TOTALS	185	181

*Teacher Days, no students

CALENDAR FOR THE 1991-92 SCHOOL YEAR

AUGUST							1991	FEBRUARY							1992
				1	2	3								1	
4	5	6	7	8	9	10	2	3	4	5	6	7	8		
11	12	13	14	15	16	17	9	10	11	12	13	14	15		
18	19	20	21	22	23	24	16	17	18	19	20	21	22		
25	26	27	28	29	30	31	23	24	25	26	27	28	29		
SEPTEMBER							1991	MARCH							1992
1	LD	TD	SD	5	6	7	1	2	3	4	5	6	7		
8	9	10	11	12	13	14	8	9	10	11	12	13	14		
15	16	17	18	19	20	21	15	16	17	18	19	20	21		
22	23	24	25	26	27	28	22	23	24	25	26	27	28		
29	30						29	30	31						
OCTOBER							1991	APRIL							1992
		1	2	3	4	5				1	2	SV	4		
6	7	8	9	10	11	12	5	SV	SV	SV	SV	SV	11		
13	14	15	16	$\frac{1}{2}$ IS	18	19	12	13	14	15	16	17	18		
20	21	22	23	24	25	26	19	20	21	22	23	24	25		
27	28	29	30	31			26	27	28	29	30				
NOVEMBER							1991	MAY							1992
					1	2							1	2	
3	4	5	6	7	8	9	3	4	5	6	7	8	9		
10	11	12	13	14	15	16	10	11	12	13	14	15	16		
17	18	19	20	21	22	23	17	18	19	20	21	22	23		
24	25	26	27	TV	TV	30	24	MD	26	27	28	29	30		
							31								
DECEMBER							1991	JUNE							1992
1	2	3	4	5	6	7		1	2	3	4	5	6		
8	9	10	11	12	13	14	7	8	9	10	SD	RD	13		
15	16	17	18	19	20	21	14	15	16	17	18	19	20		
22	CV	CV	CV	CV	CV	28	21	22	23	24	25	26	27		
29	CV	CV					28	29	30						
JANUARY							1992	JULY							1992
			CV	CV	CV	4				1	2	3	4		
5	6	7	8	9	10	11	5	6	7	8	9	10	11		
12	13	14	15	16	17	18	12	13	14	15	16	17	18		
19	20	21	22	23	RD	25	19	20	21	22	23	24	25		
26	27	28	29	30	31		26	27	28	29	30	31			

Student Days - 181
Teacher Days - 185

LD - Labor Day
TD - Teacher's Day
SD - Student's First Day
IS - Inservice
TV - Thanksgiving

CV - Christmas Vacation
RD - Records Day
SV - Spring Vacation
MD - Memorial Day
FD - Final Student Day

APPENDIX C

1992-93 School Year

<u>Date(s)</u>	<u>Teacher Days</u>	<u>Student Days</u>
August 31 - 1st Teacher Day*	20	
September 1 - 1st Student Day		20
September 4, 5, 6, 7 - Labor Day Break		
October	22	22
Fall Conferences		
November 26, 27 - Thanksgiving	19	19
December 19 - Christmas Break Begins	14	14
January 4 - Classes Resume		
January 22 - Records Day*	20	19
February	20	20
March/April - In-service Day*	23	22
Spring Conferences		
April 5, 6, 7, 8, 9 - Spring Break	17	17
May 31 - Memorial Day	20	20
June 10 - Last Student Day		8
June 11 - Last Teacher Day*	5	
	<hr/>	<hr/>
TOTALS	185	181

*Teacher Days, no students

CALENDAR FOR THE 1992-93 SCHOOL YEAR

AUGUST							1992	FEBRUARY						1993
							1		1	2	3	4	5	6
2	3	4	5	6	7	8		7	8	9	10	11	12	13
9	10	11	12	13	14	15		14	15	16	17	18	19	20
16	17	18	19	20	21	22		21	22	23	24	25	26	27
23	24	25	26	27	28	29		28						
30	TD													

SEPTEMBER							1992	MARCH						1993
		SD	2	3	LD	5			1	2	3	4	5	6
6	LD	8	9	10	11	12		7	8	9	10	11	12	13
13	14	15	16	17	18	19		14	15	16	17	18	19	20
20	21	22	23	24	25	26		21	22	23	24	25	26	27
27	28	29	30					28	29	30	31			

OCTOBER							1992	APRIL						1993
				1	2	3						1	2	3
4	5	6	7	8	9	10		4	SV	SV	SV	SV	SV	10
11	12	13	14	15	16	17		11	12	13	14	15	16	17
18	19	20	21	22	23	24		18	19	20	21	22	23	24
25	26	27	28	29	30	31		25	26	27	28	29	30	

NOVEMBER							1992	MAY						1993
1	2	3	4	5	6	7								1
8	9	10	11	12	13	14		2	3	4	5	6	7	8
15	16	17	18	19	20	21		9	10	11	12	13	14	15
22	23	24	25	TV	TV	28		16	17	18	19	20	21	22
29	30							23	24	25	26	27	28	29
								30	MD					

DECEMBER							1992	JUNE						1993
		1	2	3	4	5				1	2	3	4	5
6	7	8	9	10	11	12		6	7	8	9	SD	RD	12
13	14	15	16	17	18	19		13	14	15	16	17	18	19
20	CV	CV	CV	CV	CV	26		20	21	22	23	24	25	26
27	CV	CV	CV	CV				27	28	29	30			

JANUARY							1993	JULY						1993
					CV	2						1	2	3
3	4	5	6	7	8	9		4	5	6	7	8	9	10
10	11	12	13	14	15	16		11	12	13	14	15	16	17
17	18	19	20	21	RD	23		18	19	20	21	22	23	24
24	25	26	27	28	29	30		25	26	27	28	29	30	31
31														

Student Days - 181
Teacher Days - 185

LD - Labor Day
TD - Teacher's Day
SD - Student's First Day
IS - Inservice
TV - Thanksgiving

CV - Christmas Vacation
RD - Records Day
SV - Spring Vacation
MD - Memorial Day
FD - Final Student Day

APPENDIX C

1993-94 School Year

<u>Date(s)</u>	<u>Teacher Days</u>	<u>Student Days</u>
August 30 - 1st Teacher Day*		
August 31 - 1st Student Day	2	1
September	20	20
September 3, 4, 5, 6 - Labor Day Break		
October	21	21
Fall Conferences		
November 25, 26 - Thanksgiving	20	20
December 20 - Christmas Break Begins	13	13
January 3 - Classes Resume		
January 21 - Records Day*	21	20
February	20	20
March/April - In-service Day*	23	22
Spring Conferences		
April 4, 5, 6, 7, 8 - Spring Break	16	16
May 30 - Memorial Day	21	21
June 9 - Last Student Day		7
June 10 - Last Teacher Day*	8	
	<hr/>	<hr/>
TOTALS	185	181

*Teacher Days, no students

CALENDAR FOR THE 1993-94 SCHOOL YEAR

AUGUST							1993	FEBRUARY							1994
1	2	3	4	5	6	7				1	2	3	4	5	
8	9	10	11	12	13	14		6	7	8	9	10	11	12	
15	16	17	18	19	20	21		13	14	15	16	17	18	19	
22	23	24	25	26	27	28		20	21	22	23	24	25	26	
29	TD	SD						27	28						
SEPTEMBER							1993	MARCH							1994
			1	2	LD	4				1	2	3	4	5	
5	LD	7	8	9	10	11		6	7	8	9	10	11	12	
12	13	14	15	16	17	18		13	14	15	16	17	18	19	
19	20	21	22	23	24	25		20	21	22	23	24	25	26	
26	27	28	29	30				27	28	29	30	31			
OCTOBER							1993	APRIL							1994
					1	2							1	2	
3	4	5	6	7	8	9		3	SV	SV	SV	SV	SV	9	
10	11	12	13	14	15	16		10	11	12	13	14	15	16	
17	18	19	20	21	22	23		17	18	19	20	21	22	23	
24	25	26	27	28	29	30		24	25	26	27	28	29	30	
31															
NOVEMBER							1993	MAY							1994
	1	2	3	4	5	6		1	2	3	4	5	6	7	
7	8	9	10	11	12	13		8	9	10	11	12	13	14	
14	15	16	17	18	19	20		15	16	17	18	19	20	21	
21	22	23	24	TV	TV	27		22	23	24	25	26	27	28	
28	29	31						29	MD	31					
DECEMBER							1993	JUNE							1994
			1	2	3	4					1	2	3	4	
5	6	7	8	9	10	11		5	6	7	8	SD	RD	11	
12	13	14	15	16	17	18		12	13	14	15	16	17	18	
19	CV	CV	CV	CV	CV	25		19	20	21	22	23	24	25	
26	CV	CV	CV	CV	CV			26	27	28	29	30			
JANUARY							1994	JULY							1994
						1							1	2	
2	3	4	5	6	7	8		3	4	5	6	7	8	9	
9	10	11	12	13	14	15		10	11	12	13	14	15	16	
16	17	18	19	20	RD	22		17	18	19	20	21	22	23	
23	24	25	26	27	28	29		24	25	26	27	28	29	30	
30	31							31							

Student Days - 181
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LETTER OF UNDERSTANDING

School Improvement

The Board, Administration, teachers and Association, in conjunction with P.A. 25 of 1990, MSA 15.4627, et seq., agree that district-wide school improvement plans and quality educational services are a fundamental priority and shared goal of the parties.

The Board recognizes that the terms and conditions of the collective bargaining agreement will govern with respect to wages, hours and other conditions of employment and that those terms shall not be altered or modified through the school improvement process, absent written mutual agreement and ratification by the parties.

The involvement of teachers in school improvement planning shall be voluntary and shall not require additional compensation. Participation or nonparticipation in school improvement planning shall not be used as a criterion for evaluation, discipline or discharge.

LETTER OF AGREEMENT

The undersigned representatives of the Hudsonville Board of Education and the Hudsonville Education Association hereby agree that the district intends to schedule three (3) half school days of inservice training each year of the 1991-94 Master Agreement. This letter is not a guarantee to provide said inservice days.

The parties agree that the March/April in-service day designated in Appendix C each year of the agreement shall be held during normal school hours and not be scheduled the day before Spring Break.

