

AGREEMENT

This Agreement, entered into this 1st day of September, 2006 by and between the Board of Education, Hudson Area Schools, Hudson, Michigan, hereinafter called the Board and the Lenawee County Education Association, hereinafter called the Association.

ARTICLE I: General Statement of Policy

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

ARTICLE II: Recognition

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

ARTICLE III: Board Rights

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

A. Powers**1. Assignments**

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

2. Curriculum

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

3. Employment

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

4. Management

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

5. Materials

To decide upon the means and methods of instruction, the use of teaching materials, teaching aids of every kind and nature. Staff suggestions will be considered.

6. Exercise of Powers

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

ARTICLE IV: Association Rights and Responsibilities**A. LCEA Letter**

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

B. Dues and Payroll Deductions

Any teacher who is a member of the Association, or who has applied for membership, may sign and deliver to the Board, an assignment authorizing deduction of Professional Dues in the Association. Dues will be as established by the Association annually by September 1st in writing to the Superintendent. Such authorization shall continue in effect from year to year unless revoked in writing between June 1st and September 1st of any year.

Dues for political action shall be used through payroll deduction upon receipt of the teacher annual written authorization.

Upon receipt of written authorization the Board agrees to payroll deduct member's annual dues obligations over 21 pays. If a teacher wishes to pay his/her annual dues obligation in one payment, he/she may do so on/or before the first annual Hudson EA meeting, which is normally held in August.

C. Benefit Fee

Any teacher who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days from the date of commencement of teaching duties, shall as a condition of employment, pay as a Representation Benefit Fee to the Association a legally permissible amount as specified by the Association, provided, however, that the teacher may authorize payroll deduction for such fee in the same manner as provided in the preceding paragraph. In the event that a teacher shall not pay such Representation Benefit Fee directly to the Association or authorize payment through payroll deductions, as provided in the preceding paragraph, the Board shall proceed with termination of employment in compliance with applicable legal requirements. Actual termination will occur at the end of the semester following such compliance by the Board. The parties expressly recognize that the failure of any teacher to comply with the provisions of this Article is cause for discharge from employment, since the establishment of said Representation Benefit Fee is herewith deemed to be the sum required to insure that non-members pay their proportionate share of the costs of obtaining and administering the benefits to be received hereunder.

D. Disbursement of Dues or Fees

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

E. Discharge

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

The LCEA shall notify the teacher of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance, and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for discharge will be filed with the Board in the event compliance is not affected.

If the teacher fails to comply, the LCEA may file charges in writing, with the Board, and shall request termination of the teacher's employment. A copy of the notice of non-compliance and proof of service shall be attached to said charges.

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

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

F. Legal Defense

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

G. Facilities**1. Bulletin Boards**

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

2. Use of Buildings

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

3. Furnishing Information

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

4. Staff Meetings

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

H. Strikes

The Association recognizes that strikes are contrary to law and public policy. The Board and Association subscribe to the principle that differences shall be resolved by law. Accordingly, the Association agrees that during the term of this agreement or after expiration of the agreement until fact finding has been used, it will not direct, instigate, participate in any strike against the Hudson Area Schools by any teacher or group of teacher without loss of all benefits, economic or otherwise, provided by this "Master Agreement." The Board of Education shall be entitled to reschedule any days lost in the event school is closed due to strikes by school district employees which do not allow such days to be counted as days of student instruction. The rescheduling of such days shall not entitle employees to additional compensation over and above their regularly contracted salary. The dates of any rescheduled days would be subject to negotiation.

I. Right to Organize

As a duly elected body exercising governmental power under the laws of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly encourage or discourage, deprive or coerce any teacher in the enjoyment of any rights conferred by Act 336 of the Public Acts of 1947 as amended or the Constitution of Michigan and the United States; that is, it will not discriminate against any teacher with respect to hours, wages, or other terms or conditions of employment by reason of his/her membership in the Association.

J. Participation Freedom

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

ARTICLE V: Rights and Responsibilities of the Teachers**A. Academic Freedom**

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

B. Safety and Crisis Management Committee**1. Acknowledgement of Safe Learning and Working Environment**

The Employer acknowledges that it is in the best interest and its responsibility to provide a safe learning and working environment for the District's students, teachers, administrators and support staff.

2. Safety and Crisis Management Committee

A joint labor-management Safety and Crisis Management Committee shall be maintained for the purpose of promoting and preserving a safe environment by creating, reviewing, evaluating and/or revising the following:

- a. A district wide Safety and Crisis Management Plan
- b. Individual Building/Work Site Emergency and Safety Plans
- c. An Emergency and Safety plan for non-building sites such as playgrounds, and athletic field, school busses and vans, and off site events.

District discipline referral forms and training in crisis management for staff will be available.

C. Employee Assault

Any case of employee assault shall be promptly reported to the building principal or the employee's immediate supervisor.

1. Legal Counsel Provided

In the event of such assault or if a teacher is complained against or threatened with civil court action as a result of the performance of his/her duties, the teacher involved may, through the Association, request assistance from the Board in such matters, including financial aid for the services of legal counsel. Necessary teacher release time will be provided for legal proceedings if the teacher acted within the scope of employment.

2. Threat to Employee

If the Employer has knowledge that an individual has made a threat to the safety and well being of one of its employees, the employee's family or the employee's property; then, it is the District's responsibility, upon gaining knowledge of a threat, to immediately inform the employee.

3. Employees and Unsafe Conditions

The District acknowledges the importance of protecting their employees. No employee shall be expected or ordered to search for or handle any weapons; bombs, incendiary (provocative) devices or other harmful or deadly substances or devices. Nor shall the employee be expected or ordered to disarm and/or detain an intruder or any person yielding a weapon or other harmful or deadly substance or device, or who is causing a disturbance.

4. Use of Reasonable Force

An employee shall not be disciplined for using reasonable physical force to: remove or restrain a student in order to maintain a safe environment if the student refuses to discontinue his/her behavior after being asked; prevent the student from harm or from harming others; quell a disturbance that threatens injury to any person; obtain possession of a weapon; or, protect property [MCL380.1312].

5. Safety of Pupils and the Property

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

6. Board Property

Teachers shall be expected to exercise reasonable care with property of the Board, and shall be responsible for loss or damage caused by gross negligence.

7. Child Abuse

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

D. Complaints**1. Parent Complaints**

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

2. **Policies, Procedures and Codes**

Teachers will be provided with copies of the discipline code and will have access to district policies in each building office. The individual building procedures will be provided annually by the building principal.

3. **Responsibility**

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

4. **Acceptable Use of Internet/Intranet**

Teachers will receive in his/her opening day packet and/or upon hire, the board's policy on acceptable uses of Internet/Intranet agreement.

It is understood it is appropriate for teachers to use the Internet/Intranet for association activities and reasonable personal recreational usage to the extent that such use does not violate any express prohibitions of this contract and does not interfere with teachers' assigned duties and responsibilities. Reasonable personal recreational usage is limited to non-instructional teaching hours.

Teachers will not be disciplined for a student's independent misuse of the Internet/Intranet.

The Board agrees not to cease teacher's use of the Internet/Intranet due to unintentional violation of this provision.

Teachers will be given notice of any changes and/or policies regarding the Internet/Intranet prior to implementation.

E. **Evaluation of Personnel**

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

The following procedures have been established to accomplish these goals.

1. **Evaluator**

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

Evaluators will be trained and will possess the necessary qualifications to evaluate teachers.

2. **Probationary Teachers**

Probationary teachers may be formally evaluated up to three times but no less than twice, by the evaluator with a minimum of four (4) weeks between each formal evaluation. An Individual Development Plan will be drafted for each year of probation designed to promote professional growth. Probationary teacher's primary energies shall be expended for classroom instruction and shall be encouraged to limit involvement in extra duty or outside activities.

3. **Tenure Teachers**

Tenure teachers shall be observed for the purpose of formal evaluation at least once every third year, but may be evaluated every other year if deemed necessary by the evaluator. If the teacher is on an improvement plan, more frequent evaluations are proper. Tenured teachers with an unsatisfactory evaluation will be placed on an Individual Development Plan.

4. **Evaluations**

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

5. **Improvement**

All formal evaluations shall include specific recommendations as to how the teaching performance of the teacher may be improved. If a teacher has been evaluated as unsatisfactory in any area, the evaluation will state specific examples. A reasonable time for correction where appropriate will be stated, assistance from the administration will be outlined in the Individual Development Plan, and future action that may result if corrections are not made by the teacher will be listed. An Individual Development Plan for probationary and tenure teachers will include a maintenance factor to help teachers to sustain appropriate methods. The process will allow for teacher suggestions to attain goals and methods to do so.

6. **Interview**

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

7. **Openness**

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

8. **Performance**

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

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

9. **Teachers Reply or Appeal**

In the event that the teacher feels his/her evaluation was incomplete or unjust, he/she may put his/her objections in writing and have them attached to the evaluation report to be placed in his/her personnel file. All evaluations of classroom performances shall be based upon criteria for evaluating teachers as outlined in the pre-observation data form Article XVII, Forms.

10. **Teacher Signature**

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

11. **Grievance Limitation**

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

12. **Limitations of Rights & Responsibility**

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

13. Program

It is the responsibility of each individual teacher to provide the highest quality education program practical for every boy and girl in the school district. This includes careful daily preparation, attendance at staff meetings and curriculum meetings.

F. Personnel File

Any written record used to evaluate the teacher is subject to review by the teacher. A representative of the Association may, at the teacher's request, accompany the teacher in this review. Privileged information, such as, but not limited to, confidential credentials and/or related personal references normally sent at the time of employment are specifically exempt from this review. Teachers will be notified if a written record is to be placed in their personnel file and may make written comments to be attached to said written record.

G. Personal Life of Teachers

The private and personal life of any teacher is not within the appropriate concern or attention of the Board insofar as there is no interference with the performance of his/her duties or gross violation of Teacher's 1975 Code of Ethics of the National Education Association. No restriction shall be placed upon the freedom of the teacher to use his/her own time for gainful employment insofar as it does not interfere with satisfactory performance of school duties.

H. Special Education

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

I. Students**1. Student First Aid**

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

2. Student Handicaps

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

3. Student Health

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

4. **Medical Procedures**

Teachers are not expected to perform actual medical procedures such as changing colostomies, but are responsible for educating themselves about the medical problems of their students.

5. **Student Transportation**

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

6. **Teacher Recommendations**

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

ARTICLE VI: Fringe Benefits

Conferences

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

Insurance

The Board will provide MESSA-PAK for a full twelve (12) month period for the teacher and his/her eligible dependents. Sponsored dependents may be added at the employee's expense.

PLAN A For employees needing health insurance

Choices II	\$10/20 Rx card
Long Term Disability	66 2/3 % \$3,000 maximum 60 calendar days - modified fill Alcoholism/drug addiction and mental/nervous - same as any other illness
Delta Dental	100: 90/90/60 with \$1,500 lifetime Ortho benefit; \$2,000 yearly maximum for Classes I and II
Negotiated Life	\$5,000 AD&D
Vision	VSP 2 Silver

Teachers on Plan A and PAK B will contribute 5% of the PAK A and PAK B insurance rate. The Board shall provide a Premium Contribution Plan, which permits a member's contributions towards premium to be paid with pretax dollars with the first paycheck of the school year or first paycheck upon hire.

PLAN B For employees not needing health insurance

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

If no insurance is requested by the staff member, they may select options up to \$540 per month. The Board assumes responsibility for the amount deducted and deposited with MESSA. All other conditions of responsibility will be between the carrier and the employee.

For the 2006-07 school year only, \$10,000 will be provided and divided equally among all bargaining unit members, and paid out prior to or on December 15, 2006 (to be paid in a separate check).

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

IRS Code Section 125 Plan -- Cash Option

The Board has adopted a qualified IRS Code Section 125 cash option plan. It is acknowledged that the purchase of tax deferred annuities is not an allowable option under a Section 125 qualified plan. Therefore, employees eligible for the option of up to a single premium, above, will receive a cash payment equal to that premium amount. Eligible employees who receive this cash option under the Section 125 qualified plan may utilize any or all of the cash to purchase a tax deferred annuity by signing a salary reduction agreement to redirect the cash payment to a tax deferred annuity as permitted by Section 403(b) of the IRS Code.

National/State Health Insurance

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

LENCO Ed Credit Union

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

Loss of Damage of Personal Property

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

Protective Clothing

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

Retirement

Michigan Employees Retirement will be paid.

Tax Deferred Annuity

The Board agrees to make deductions for employees to tax sheltered annuities for all established plans. However, deductions will be made for a new teacher coming into the system with an established plan. The Board assumes responsibility for the amount deducted and deposited with the various companies. All other conditions of responsibility will be between their company and the employee.

All tax deferred annuity and all other deductions, with the exception of HEA, MEA/NEA dues, will be equalized among all paychecks.

Worker's Compensation

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

ARTICLE VII: Requirements for Employment**A. Filing Credentials**

Every teacher shall hold a valid teaching certificate or authorization or endorsement required by the state, and file credentials, transcripts and applications with the Office of the Superintendent.

Teachers may apply to the Michigan Department of Education for a two-year extension to receive his/her professional certification.

B. Medical Examination**1. Examinations**

Upon request by the Board of Education, any teacher shall submit to a medical or psychiatric examination by a Doctor of Medicine authorized to practice under the laws of the State of Michigan and the expense of such examination shall be borne by the school district.

2. New Employees

Every new teacher shall obtain a health certificate from the district physician (or personal physician at the teacher's expense).

ARTICLE VIII: Grievance Procedure

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

A. Abandonment of a Grievance

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

B. Contents of Written Grievance

Written grievance as required herein, shall contain the following:

1. It shall be signed by the grievant.
2. It shall be specific.
3. It shall contain a synopsis of the facts, giving rise to the alleged violation.
4. It shall quote at length the Article, Section or subsection of this contract, written district policies, and/or rules or regulations alleged to have been violated.
5. It shall contain the date of the alleged violation.
6. It shall specify the relief requested.
7. Any written grievance not substantially in accordance with the above requirements may be rejected as improper and such a rejection shall not extend the limitations hereinafter set forth.
8. By mutual agreement of the Association (Level III Committee) and the Superintendent (Level IV), grievances that are basically similar in nature and affects more than one grievant, may be processed at Level III and above as a single entity and final settlement will be applied to all pending grievances.
9. Form for filing a written grievance in ARTICLE XVI: Forms.

C. Definitions**1. Days**

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

2. Grievance

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

3. **Grievance Committee**

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

4. **Grievant**

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

5. **Party of Interest**

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

6. **Representative**

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

D. **Exclusions from Grievance Procedure**

1. **Agreement**

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

2. **Assignment**

Teachers shall be assigned by the Board to positions for which they are qualified as determined by the Board.

3. **Extra-Curricular and Coaching**

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

4. **Probationary**

The non-renewal of a probationary teacher may be a subject for the Grievance Procedure through Level V.

5. Tenure

Any claim or complaint for which there is another remedial procedure or forum established by law or by regulation having force of law, including any matter subject to the procedures specified in the Teacher Tenure Act, Act 4 of Public Acts, Extra Session of 1937 of Michigan, as amended.

E. General Procedures

1. These procedures should be processed as rapidly as possible; the number of days indicated for settlement or appeal at each level should be considered a maximum. The time limits can be extended by written mutual consent of the parties involved at any level of the procedures.
2. The aggrieved party should attempt to complete the procedures by the end of the school year. The parties shall make every effort to shorten the number of day provided at the various steps in order to finish by the end of the school year and avoid, if possible, carrying the process into the summer vacation period or the following school year.
3. All parties in interest have a right to a consultant at the formal stages of this grievance procedure.
4. There shall be no restraint, interference, discrimination, or reprisal exerted on any employee for the use of these procedures for resolution of grievances.
5. Failure at any level of this procedure by the aggrieved to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level. Failure at any level of the procedure to communicate the decision in writing on a grievance within the specified time limits shall permit the aggrieved to proceed to the next level.
6. All documents, communications, and records of a grievance will be filed in the school district office separately from the personnel files.
7. Forms for processing grievances shall be prepared by the superintendent or his/her designated representative in cooperation with the Association and will be printed and given appropriate distribution by the parties so as to facilitate operation of the grievance procedures.
8. All parties in interest will process grievances after the regular workday or at other times, which do not interfere with the assigned duties.
9. Every effort will be made by all parties to avoid interruption of classroom and/or any other school-sponsored activities.
10. Every effort will be made by all parties to avoid the unnecessary involvement of students in the grievance procedure.

11. Each grievance shall have to be initiated within fifteen (15) days after the occurrence of the cause for the complaint; however, if the aggrieved did not become aware of the occurrence until a later date, then he/she must initiate action within fifteen (15) days following his/her first knowledge of the cause; in failing to thus initiate action, he/she may be considered to have no reasonable grievance.
12. Each party shall pay any and all costs incurred by said party. Arbitration costs shall be shared equally by both parties.
13. The grievance procedure will not be used while an aggrieved is under the jurisdiction of the courts or has resorted to the judicial or administrative process.
14. Hearings and meetings will be established by mutual agreement of the parties of interest.
15. Available information necessary to the determination and processing of any grievance shall be furnished upon specific written request to all parties of interest.
16. A grievance may be withdrawn at any level by mutual agreement of the Grievant and the Board without establishing a precedent.
17. Any teacher may at any time present verbal grievance without the intervention of the Association, and have his/her requests honored if it is not inconsistent with the terms of this Master Agreement.

F. **Procedural Levels**

1. **Level I - Oral Discussion**
A grievant who believes a violation of the expressed provisions of this contract has occurred shall within fifteen (15) days of its alleged occurrence; orally discuss the grievance with the building principal in an attempt to resolve same. If the building principal's decision is not available within five (5) days from the discussion or twenty (20) days from the occurrence, the grievance will proceed to Level II.
2. **Level II - Written Grievance**
If the grievant is not satisfied with the Level I disposition or the twenty (20) days has passed, the Grievant shall, within five (5) days file a written grievance and copies will be provided to the Association, Principal and Superintendent. Within five (5) days of receipt of the written grievance by the Principal, a decision in writing will be given to the parties of interest. If no decision has been made after five (5) days, the grievance will move to Level III unless withdrawn by the grievant.
3. **Level III - Grievance Committee**
If the grievant is not satisfied with the disposition of the written grievance at Level II there shall be filed with the Association Grievance Committee his/her written objections with the committee and to the Superintendent within five (5) days. Within five (5) days after receipt of the grievance, the committee will render its decision to support or not support continued processing of the grievance. If no decision is rendered, the grievance will be considered terminated.

4. **Level IV - Superintendent**

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

5. **Level V - Board Hearing**

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

6. **Level VI - Arbitration**

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

ARTICLE IX: Teaching Conditions**Placement and Assignments****Act of God Days**

A. For the term of this agreement, the following provisions will be adhered to regarding Act of God Days.

1. When school is officially called off, teachers will not have to report to their buildings.
2. When school is officially delayed, teachers will report fifteen (15) minutes before the opening of the student's rescheduled school day. It is understood that the normal day will have to be revised when the beginning of the day is delayed.
3. When scheduled days of student instruction are canceled because of conditions not within the control of the school authorities (Acts of God), the days will be rescheduled at the discretion of the board of education (after negotiating the Hudson Education Association President) to ensure that the number of actual student instruction days required are held in order for the district to receive full state aid. Teachers will receive their regular pay for days that are canceled, but shall work on any rescheduled days with no additional compensation.
4. Rescheduled days will be added to the end of the school year or where appropriate in the district calendar.
5. Should an instructional day be rescheduled and insufficient students attend to count it as a day of instruction, teachers will be obligated to attend a subsequent rescheduling of the instructional day. Teachers will be compensated per diem for the extra day or days.
6. In the event of make-up of student days and instructional hours lost due to circumstances outside the control of the district; make-up for student days and instructional hours will be no more than the state mandated student days and instructional hours needed to qualify for state aid without penalty.

In the event that the number of teacher work days and/or work hours is less than a full year credit for Michigan Public School Employees Retirement System (MSPERS); additional work days and work hours will be added to insure teachers will receive a full credit year for MSPERS.

7. The Board and the Association will negotiate any workday changes and the impact of the teacher's day.

School Day and Teachers Hours**Daily Time Schedule**

No teacher shall be required to report for duty earlier than fifteen (15) minutes before the opening of pupil's regular school day in the morning. All teachers will have the option to leave upon departure of the last school bus at their building unless a staff meeting is scheduled. Teachers are encouraged to remain for a sufficient period after the close of the pupil's school day to attend to those matters which properly require attention at that time, including consultations with parents when scheduled with the teacher, except that on Fridays or on days preceding holidays or vacation, the teacher's day shall end at the close of the pupil's day. In the event one building is closed, (not due to inclement weather), affected teachers will be assigned to work at another site.

Hourly Rate

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

Full time salary is based on of actual instructional time per day. Teachers working less than full time will be compensated on a per hour schedule based on the actual hours of instructional time compared to the instructional time per day.

Teaching Outside Regular School Day

Employees teaching an accredited semester class in addition to the pupil's regular school day shall be paid at the hourly rate.

Lunch Period

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

Pupil Instructional Hours and Days

The Board and the Association are desirous in complying with the state requirements to reach the minimum number of pupil instructional hours and to reach the minimum of pupil instructional days for each of the school years covered under this agreement.

Decrease or Increase in Instructional Hours

1. For a particular school year, if it is determined, the required minimum number of hours of pupil instruction shall decrease from the above listing, the Board and the Association will negotiate how the decrease will impact the teacher's workday prior to the affected school year.
2. For a particular school year, if it is determined that the required minimum number of hours of pupil instruction shall increase for the above listing, the Board and the Association will negotiate how the increase will impact the teacher's workday prior to the affected school year.

Instructional Days

1. The Board and the Association are desirous in complying with the state requirements to reach than the minimum number of pupil instructional days for each of the school years covered under this agreement.
2. It is agreed the Board shall provide no more than 182 days of pupil instruction to comply with Section MCL 380.1284 of the revised school code and Section 388.1701(3) the State School Aid Act 1999-2000 and 2000-2001.

School calendar are attached in Appendix A at the end of the contract.

Any changes in the student-teacher workday will be negotiated before implementation.

After-School Activities

Teachers are required to attend the annual Open House for the life of this agreement, and participation in after-school activities such as P.T.A. and P.T.O. meetings, public performances of students, concerts, athletic events, student dances, fun night, and other extra curricular activities shall be encouraged by the Board and the Association.

In order to determine the success of the secondary Open Houses, target attendance of 10% of enrolled families for the 2006-07 school year, 20% for the 2007-08 school year, and 30% for the 2008-09 school year are hereby established. At the end of the 2008-09 school year, the effectiveness of the secondary Open Houses will be assessed by the Superintendent and the Association President in order to gauge if the requirement should be continued.

Teachers cannot be required to chaperone any activity that extends beyond the normal school day.

Non-Compensable Duties

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

Staff Meetings

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

Pupil-Teacher Ratio

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

Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that in no event shall class size exceed maximum standard of 25 students in grade K-3 and 30

students in grades 4-12, except in traditional large group instruction or experimental classes where the Association has agreed in writing to exceed these limits.

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

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

Planning Period

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

Teachers will receive no less than one day's notice if there is to be a change in their planning period, except in the case of an emergency.

Weekly Time Schedule

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

Medical Procedures

Teachers are not expected to perform actual medical procedures such as changing colostomies, but are responsible for educating themselves about the medical problems of their students.

Parent-Teacher Conferences

Parent-teacher conferences will be held in two evenings and one afternoon per semester.

Students will attend sessions all day on a mutually agreed day (i.e. a Wednesday) and parent-teacher conferences will be held on a mutually agreed two-hour time frame (i.e. from 5:00-7:00 p.m.). On the next day students will attend sessions in the morning and dismissed after lunch. Parent-teacher conferences will be held in the afternoon for two hours (i.e. from 1:00-3:30 p.m.). Teachers will receive a one-hour lunch break and a one and a half-hour dinner break.

Parent-teacher conferences will continue in the evening on a mutually agreed two-hour time frame (i.e. 5:00-7:00 p.m.).

If school is canceled or delayed, the Board will notify and negotiate with the Association parent-teacher conference schedule.

Professional Development

The calendar will indicate professional development days and will be negotiated annually before April 1 and/or prior to implementation. Professional Development days will be listed on the school calendar in Appendix A, as professional development days. The Association shall be given opportunity for input into Professional Development.

Assignment and Vacancies**Posting Vacancies**

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

Vacancies will be defined as a teaching position under Article II: Recognition and any position listed in Activities and Extra Curricular Classification, that is newly created, and/or results from a leave of absence of a semester or more and/or from a former vacancy, after all current staff positions are filled.

Teachers shall be assigned by the Board to positions for which they are qualified as determined by the Board.

Applications for Positions

The teacher may apply for any position at any time. Such applications should be in writing, addressed to the Superintendent of Schools. Applications will be considered should a vacancy occur during the school year or during the summer. This application should be renewed annually. In filling a vacancy within the bargaining unit, the Board agrees to give due weight to the professional background and attainments of all applicants and the length of continuous time each has been in the school system and other relevant factors. Where the qualifications of internal applicants are equal to the qualification of external applicants, preference will be given to the internal applicants. The decision of the Board, as to the filling of such vacancies, shall be final.

Board Right

The placement and assignment of teachers are made with the primary concern for the needs of the students within the framework of experience, background, and interests of the teacher, provided, however, the Board shall retain the right of assignment or transfer of the teaching staff.

Assignment

Teachers shall be assigned by the Board to positions for which they are qualified as determined by the Board.

Notification

Teachers who will be affected by a change in grade assignment in the elementary school grades and by changes in subject assignment in the secondary school grades will be notified by their principals as soon as possible. Reasonable effort will be made to avoid reassignment for probationary teachers.

Transfers

Changes in grade level assignment at the elementary level and subject area/grade level assignment at the secondary level may be necessary from time to time. Changes in assignment and transfers will not take place without prior discussion with the teacher, and at least two weeks written notice.

ARTICLE X: Dismissal, Resignation and Discipline**A. Procedures - Just Cause**

No teacher shall be disciplined without just cause. All discipline will be subject to appropriate violations and progress discipline of the situation. See below. Non renewal of probationary teacher shall not constitute discipline.

B. Discipline

Complaints shall be addresses as per Article V, Section D. 1.

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

Examples of possible violations and the disciplinary action considered appropriate:

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

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

C. Representation

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

D. Teacher Resignation

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

E. Operational Rules

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

ARTICLE XI: Leaves**Leaves with Pay****Administration**

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

Association Days

The Board will allow leave for Association business, provided arrangements for the leave are made at least two (2) school days prior to the leave request. Six (6) days of such absence will be paid by the Board provided no more than four (4) absences occur on any school day. Any substitutes required in excess of the four (4) per day and six (6) per school year will be reimbursed by the Association to the Board. This leave will not be authorized for participation in a strike. Full loss of a day's pay will result for such absence. Use of personal leave days for this purpose will not be allowed.

In the event the Association requests additional Association leave days, the Board may grant up to an additional two (2) days a year.

On the school years the Board and the Association are bargaining, an additional two (2) substitutes will be provided with no reimbursement by the Association to the Board.

The Association shall reimburse the district the cost of retirement contribution for all Association days.

Death - Family

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

Death - Relative

Leave not to exceed one (1) day shall be granted for the funeral or funeral/memorial service of a niece, nephew, first cousin, aunt, uncle, siblings in-laws, step family, and/or close friend. Such leave will only be taken at the time of death.

A close friend will be defined as a person the teacher had a relationship with like a family member.

Jury

Lawfully required absences for jury duty and subpoenaed as a witness in a trial are to be paid by the district. If the teacher receives a per diem payment, this will be presented to the Board of Education to offset district expenses for such leave. Expenses for mileage or meals paid to the teacher will be considered as payment to the teacher for their time and effort.

Medical or Nursing Care

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

Personal

At the beginning of every school year, each teacher shall be credited with three (3) personal days.

A teacher planning to use personal leave day shall notify his/her principal at least one (1) day in advance, except in cases of emergency. Personal leave days shall not be available for the first or last day of the student's school year. No more than four (4) personal leave days district wide shall be approved for any given day including days immediately before after a holiday or vacation period except in cases of emergency. Unused personal days shall be added to the teacher's sick leave accumulation in the following year.

Sick Leave

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

Acceptable Reasons for Sick Leave

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

Accumulation

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

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

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

Unused Sick Leave Leaving System

Upon leaving for reasons other than retirement the Hudson Area School System, accumulated sick leave days will be reimbursed at \$20 per day with accumulation at thirty (30) days for the life of the contract. Reimbursement will be made with the first full pay period in July.

Retirement - Unused Sick Leave Reimbursement

Upon retirement, the Board will reimburse up to one hundred (100) days and sixty five dollars (\$65) per day per day for the life of the contract. If the retiring teacher does not exhaust all ten (10) sick days allotted to them in their final year of employment, then they will be eligible for reimbursement of up to 110 days at sixty five dollars (\$65) per day. Reimbursement will be made after the last regular pay for the year.

Unused sick days will be converted to paid days. The teachers will not have the option of receiving cash.

Teachers who are planning on retiring shall submit a written retirement notification to the business office by November 15, if retiring within the first semester, or May 1, if retiring within the second semester. The Board will assist the retiring teacher with the appropriate paperwork for the 403 (b) plan and the deposit of the paid days.

The paid days' payment by the Board will constitute employer contribution under 403 (b) of the Internal Revenue Code (IRC) and within the guidelines of the IRC.

Military Duty

Teachers will be granted military leave per state and federal laws. Super Care I provides for special benefits due to military leave. Teachers may contact the MEA Adrian office, Association president or designee for more information.

Family Medical Leave Act

Pursuant to the Family and Medical Leave Act of 1993, an employee who has been employed at least twelve (12) months and worked at least 1,250 hours during the prior 12-month period is entitled to twelve (12) work weeks of leave during any 12-month period without pay but with group health insurance coverage maintained for one or more of the following reasons:

- a. due to the birth of the employee's child in order to care for the child;
- b. due to the placement of a child with the employee for adoption or foster care;
- c. due to the need to care for the employee's spouse, child, or parent who has a serious health condition; or
- d. due to a serious health condition that renders the employee incapable of performing the functions of his/her job.

A "serious health condition" is defined by the law as an illness, injury, impairment, or physical or mental condition that involves (1) in-patient care in a hospital, hospice, or residential medical care facility or (2) continuing treatment by a health care provider. Any leave taken under this contract for the above purposes shall be charged against the teacher's leave entitlement under the Family and Medical Leave Act at the election of either the Board or the teacher. Other conditions of the Family and Medical Leave Act shall apply to leaves in this section.

Eligible employees are entitled up to twelve (12) weeks during what would otherwise be an unpaid leave of absence. The employee shall use accrued paid sick leave while on FMLA.

The twelve (12) month period will coincide with the contract year.

Confirmation

The Board reserves the right to require confirmation of such illness or injury from a doctor of medicine authorized to practice under the laws of the State of Michigan/Ohio at employee's expense if more than ten (10) days are used in any one school year. In case of an illness requiring an absence of more than one workweek, quarantine, or communicable disease, a physician's written statement of clearance to return to employment must be presented to the supervisor.

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

Deductions

Salary will be deducted for each day absent over the amount of sick leave accumulated or grant from the sick bank language.

Extensions

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

Workers' Compensation

Absence due to injury incurred in the course of the teacher's employment shall result in benefits being received by the teacher in accordance with the Michigan Worker's Compensation Act exclusively. However, to supplement Workers' Compensation payments, employees who are on Workers' Compensation disability will receive the difference between Workers' Compensation benefits and their regular salary by a pro-rata reduction of their accumulated sick leave. If the duration of the absence taken is less than eight (8) calendar days, one-half of the number of days taken shall not be charged against the teacher's accumulated sick leave days.

Leave Without Pay

1. Disability or Child Care Leave

Any teacher that can anticipate a prolonged disability (such as scheduled surgery, other confinement to home or hospital including maternity) shall notify the building principal and superintendent in writing as soon as possible. The notification shall contain the projected dates of confinement. It is understood that use of such leave shall be only for the duration of the actual incapacity and the Board reserves the right of written verification and/or consultation with or from a physician. In cases of childbirth notification shall be at least sixty (60) calendar days in advance of the anticipated birth.

Unpaid child care leave for the care of a new baby, newly adopted or seriously ill minor child shall be granted for up to one year.

Leave (Disability)

A teacher who is unable to teach because of personal illness or disability and who has exhausted all sick leave available shall be granted disability leave of absence up to one year. If the teacher returns to full time employment at the end of such leave, advancement on the Salary Schedule, Appendix B will be allowed. No other fringe benefits will be paid during such leave, unless the teacher elects to utilize Family Medical Leave Act.

The teacher will provide one week's lesson plans and a general overview of the class instructional goals for the remainder of the leave.

Exclusions

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

Failure to Return

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

Prior Return

A teacher may make written application to the Superintendent for reinstatement prior to the expiration of the leave granted by the Board of Education provided that she shall make said application at least sixty (60) calendar days in advance of the requested date of return. The Board of Education reserves the right in its sole discretion to approve accelerated leave on the basis of each individual case.

Return

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

Professional

Any tenure teacher in the Hudson Area Schools may upon written request and may at the discretion of the Board, be granted a leave not to exceed one (1) year for the purpose of study, extensive foreign travel or other activity leading to professional growth. Upon returning to the school system the following year, the teacher will be advanced on the Salary Schedule, Appendix B. No other benefits will be paid during this leave and employment will not be guaranteed in the same position held prior to this professional growth leave.

Falsification

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

Unemployment

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

Board Approval

The Board of Education shall approve all extended leaves of absence.

ARTICLE XII: Tuition Reimbursement

- A. Enrollment must be made and hours must be earned while employed by Hudson Area Schools and the teacher must be employed by the district at time of payment.
- B. Courses must be in the teacher's subject area fields, or an education degree program, or have prior approval of the Superintendent of Schools.
- C. The Superintendent must receive notification, grade cards or transcripts or written verification of all hours earned during the previous school year and summer by September 15th and during first semester by February 15th.
- D. The Board will set aside \$30,000 for tuition reimbursement. If the fund is depleted, the reimbursements will be prorated among the teachers requesting reimbursement. If the fund is not fully expended in any year, the fund is zeroed out and not carried over to future years.
- E. Reimbursement for hours taken beyond the Bachelor's Degree shall be paid with the June bills and does not become part of the annual salary. All requests for tuition reimbursement are due by May 31st of each year.
- F. If a scholarship, fellowship or grant does not pay full tuition, the Board will reimburse balance up to a maximum reimbursement.

ARTICLE XIII: Seniority Layoff and Recall**A. Seniority**

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

Seniority lists shall be posted by October 1 each year. Within fifteen (15) working days of posting the seniority list, any objections to list shall be filed with the Association and the Superintendent. Thereafter, the list shall be final and conclusive.

B. Qualifications

For purposes of this Article "certified" shall be as defined by the Department of Education and "qualified" shall be determined by the Board.

C. Definition

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

D. Order of Layoff

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

1. Probationary teachers will be laid off first based on seniority provided a tenure teacher is certified and qualified for the remaining positions.

2. In the event further teachers must be laid off, then tenure teachers with the least number of continuous years of service in the Hudson Area Schools will be laid off provided there remain fully qualified and certified teachers for the remaining positions. Seniority rights shall not supersede tenure rights.

E. **Notification of Association**

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

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

F. **Notification of Layoff**

Pursuant to a necessary reduction in personnel, no teacher shall be laid off or reduced in assignment unless said teacher shall have been notified of said layoff by certified letter or by a hand-delivered letter by the Board or its agent and received by the teacher at least by June 1 prior to the start of the school year or thirty (30) days prior to the start of the second semester. If, however, the teacher's layoff is caused by the bumping by a more senior teacher, then ten (10) working days advance notice of layoff will be provided.

Working days shall be defined as days the superintendent's office is open.

Teachers who are laid off during a school contract year shall be considered as having completed the contract year for placement on the salary scale if employed for one semester or more of the school year and shall continue to receive fringe benefits for the remainder of the contract year, i.e., August 31.

G. **Change in Certification**

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

H. **Displacement (bumping)**

The Board shall have no obligation to create part-time positions to retain tenure teacher with greater seniority but may do so in its discretion. Nothing in this section shall prohibit a more senior teacher from directly bumping the least senior teacher in a position for which he/she is qualified and certified when being laid off.

The more senior teacher shall provide the intent to displace another teacher within five (5) working days of the layoff notice.

Working days shall be defined as days the superintendent's office is open.

I. **Recall**

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

ARTICLE XIV: Early Retirement Incentive

- A. Retirement Notification. Any Employee is required to notify the Board his/her retirement intentions under this Early Retirement Incentive by no later than November 15, if retiring at the end of the first semester; and by no later than May 1, if retiring at the end of the second semester.
- B. Early Retirement Incentive:
1. To be eligible to receive the early retirement incentive, the employee must be eligible, make application for, and be accepted to receive retirement benefits from the Michigan Public School Employees Retirement System (MPSERS) commencing at the conclusion of the first semester, or the school year; as applicable to the employee.
 2. To be eligible to receive the early retirement incentive, the employee must, not later than November 15, if retiring at the end of the first semester, or April 1, if retiring at the end of the second semester; submit to the Superintendent an application and a written resignation for the purpose of retirement effective at the conclusion of the of the first semester or conclusion of the school year, as appropriate.
 3. The notice by the employee shall be contingent upon meeting the eligibility requirements of the MPSERS with the employer's purchase of the universal buy-in credit. Proper application to purchase the universal buy-in credit shall be made by the employee to MPSERS in a timely manner. Purchase by the Board to MPSERS shall be made by December 31, if retirement is effective following the first semester, or by June 15, if retirement is effective following the second semester. This purchase shall be considered an employer pick-up contribution on behalf of the employee in lieu of contributions by the employee within the meaning of the Internal Revenue Service (IRS) Code, Section 414 (h) (2).
 4. As provided below, the Board shall contribute toward the cost needed to purchase up to five (5) years of universal buy-in retirement credit in the MPSERS so long as the total of the individual employee's credit in MPSERS (earned years plus universal buy-in years purchased under this plan) does not exceed a maximum of thirty (30) years of service credit, as defined in Section 81 of 1980 PA 300, as amended.
 5. The amount paid to MPSERS by the district for employer-purchased universal service credit under this plan will be limited to the percentage set forth of the net actuarial cost of universal buy-in retirement credit purchased.

The Employer-Paid Contribution to MPSERS shall be 100%,

The employee shall not have the option of choosing to receive the amounts directly instead of having them paid by the employer to MPSERS.

The board will provide the necessary forms and will assist the teachers with questions and answers. Teachers are advised to seek their own personal legal and financial assistance.

6. To be eligible to receive this early retirement incentive, the otherwise eligible employee must execute an acknowledgment and release acknowledging that he/she voluntarily elected to retire from his/her employment with the school district and receive the early retirement incentive as additional consideration for retirement at this time and fully releasing the school district, the Board and the Association, and their agents, officers and employees from any and all claims, demands, and/or causes of action pursuant to the Federal Age Discrimination in Employment Act or the Michigan Elliott-Larsen Civil Rights Act by reason of his/her retirement and receipt of the employer-purchased early retirement contribution. The acknowledgment and release shall also acknowledge the employee's responsibility for any and all tax consequences and liability, which may result from the employer's pick-up of this MPSERS universal service credit. A copy of the acknowledgment and release is incorporated herein by reference and is found at Article XVI, Forms.
7. The offer of this early retirement incentive is intended by the parties hereto as an additional benefit and consideration for those employees who elect to voluntarily retire and receive benefits from the MPSERS. The offer of this early retirement incentive is limited to those employees who elect to voluntarily retire at the end of the first semester or at the conclusion of the school year, and who comply with the eligibility requirements as set forth herein.
8. It is expressly understood that employees eligible to receive this employer-purchase universal service credit as an early retirement incentive are not eligible to receive a cash payment in lieu of the entitlement contained in this Article.
9. The offer of this early retirement stipend is intended by the parties hereto as an additional benefit and consideration for those employees who elect to voluntarily retire and receive benefits from the MPSERS. The offer of this early retirement stipend is limited to those employees who elect to voluntarily retire effective as the conclusion of the school year and who comply with the eligibility requirements as set forth herein.

**ARTICLE XV: Employee Purchase or Re-payment
of Retirement Service Credit**

- A. The Internal Revenue Code (IRC) Section 414(h)(2) permits employer “pick-up” of the employee portion of contributions to a retirement plan, thereby resulting in tax deferral of employee contributions. Under the Michigan Public School Employees Retirement System (MPERS) plan conditions, teachers may be allowed to: (1) redeposit contributions previously withdrawn plus interest, and when full repayment is made before termination of employment, the previously forfeited service is reinstated in full; and/or: (2) purchase permissive service credit (such as Universal Service Credit, maternity/paternity/child care and non-public school teaching, military active duty, etc.).

Therefore, in order to permit tax deferral for these additional employee contribution amounts, the employer shall adopt the payroll resolution.

The employee that wishes to purchase additional retirement service credit or to repay retirement contributions previously withdrawn (plus interest) shall enter into a binding irrevocable payroll deduction. The employees shall not have the option of choosing to receive the amounts directly instead of having them paid by the employer to MPERS.

The board will provide the necessary forms and will assist the teachers with questions and answers.

ARTICLE XVI: FORMS

TEACHER PERFORMANCE REVIEW

Name of Employee _____

Position _____ School _____

Pre-Conference Date _____ Observation Date _____

OVERALL RATING

Rate overall performance using the following responses:

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

PRODUCTIVE TEACHING TECHNIQUES

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

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

TEACHER PERFORMANCE REVIEW (cont.)

- _____ 10. sets high expectations for student achievement
- _____ 11. uses an organized series of instructional events
- _____ 12. states instructional objectives, explains their importance, and makes class room/class work interesting
- _____ 13. includes a smooth transition from one activity to another
- _____ 14. uses techniques that check for understanding
- _____ 15. uses student ideas both individually and as part of the group

ORGANIZED, STRUCTURED CLASS MANAGEMENT

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

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

TEACHER PERFORMANCE REVIEW (cont.)**POSITIVE INTERPERSONAL RELATIONS/INTELLECTUAL STIMULATION**

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

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

PROFESSIONAL RESPONSIBILITIES

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

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

TEACHER PERFORMANCE REVIEW (cont.)

Names of Employee _____ Date _____

Position _____ School _____

Pre-Conference Date _____ Observation Date _____

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

PRODUCTIVE TEACHING TECHNIQUES

ORGANIZED, STRUCTURED CLASS MANAGEMENT

TEACHER PERFORMANCE REVIEW (cont.)

POSITIVE INTERPERSONAL RELATIONS/INTELLECTUAL STIMULATION

PROFESSIONAL RESPONSIBILITIES

OVERALL TEACHER EVALUATION

Supervisor's Signature

Date

TEACHER PERFORMANCE REVIEW (cont.)

II. TEACHER'S COMMENTS:

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

Teacher's Signature

Date

Distribution:

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

GRIEVANCE FORM

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

Building _____ Teaching Assignment _____

Name of Grievant _____ Date Filed _____

LEVEL I - Oral discussion by Teacher and Principal.

LEVEL II - Date Grievance occurred _____

Statement of Grievance _____

Relief Sought _____

Teacher Signature _____ Date _____

Disposition by Principal _____

Principal's Signature _____ Date _____

GRIEVANCE FORM

Page 2

LEVEL III - Grievance Committee Position _____

Association's Position _____

Association's Signature _____ Date _____

LEVEL IV - Superintendent

Date received by Superintendent _____

Disposition by Superintendent _____

Superintendent's Signature _____ Date _____

LEVEL V - Board

Date received by Secretary of Board _____

Disposition by Board of Education _____

Secretary of Board's Signature _____ Date _____

GRIEVANCE FORM

Page 3

LEVEL VI - Arbitration

Date submitted to Arbitration _____

Disposition and Award of Arbitrator _____

Signature of Arbitrator _____

Date of Decision _____

All provisions of **Article VIII, Grievance Procedure** and this Master Agreement _____, 20_____, will be strictly observed in the settlement of grievances.

DUES AUTHORIZATION

On this _____ day of _____, 20____ I, _____,
hereby authorize the Board of Education to deduct the following sums in 21 equal installments as dues
for the following organizations beginning with the first paycheck in October of my employment as
specified in the Master Agreement, and monthly thereafter.

\$ _____ Lenawee County Education Association

\$ _____ Michigan Education Association

\$ _____ National Education Association

\$ _____ LCEA-Hudson Education Association

\$ _____ Other (including Political Action Contribution

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

Signature

On this _____ day _____, -20____, I, _____,
agree to pay the above dues in one lump sum.

Signature

Check # _____

Date _____

Hudson Area Schools

Pre-Observation Data Sheet

Pre-Observation Conference

Date: _____

Class Taught

Level

Grade

Period

Teacher's Signature

Date

Principal's Signature

Date

Please complete the following information and return to the principal ***two days*** before the scheduled date of the observation/evaluation.

1. What are the objectives of this lesson?

2. Where are you in the course? (Unit, lesson, page numbers of texts, introductory, middle or culminating activity?) Indicate how this lesson relates to the district curriculum guide or course of study.

3. What teaching/learning activities will be observed and what methods will be used?

4. Which of these particular teaching behaviors listed do you want monitored? Circle those you wish to emphasize.

- A) Lesson Design/Comment:
- B) Planning & Organization/Comment:
- C) Physical Environment/Comment:
- D) Instructional Method/Comment:
- E) Atmosphere for Learning/Comment:
- F) Other _____

5. How are you going to know if the students have learned?
(Substantiate)

6. Are there any group of individual characteristics or circumstances of which the evaluator should be aware? (Unusual behaviors, grouping interactions, students leaving class during the period, lab work, etc.)

Principal's Notes:

**Early Retirement Incentive
Acknowledgment and Release**

I, _____, hereby acknowledge and affirm that I have voluntarily elected to retire at the conclusion of the _____ semester of the _____ school year and commence my retirement benefits from the Michigan Public School Employees Retirement System (MPERS) in exchange for employer- purchased MPERS universal service credit on my behalf (pick-up) in the amount of _____ Dollars (\$_____).

Thus, I hereby release the School District, the Board, the Association and their agents, officers and employees from any and all claims, demands and/or causes of action under the Federal Age Discrimination in Employment Act or the Michigan Elliott-Larsen Civil Rights Act by reason of my retirement in response to this incentive.

I acknowledge that I have had at least forty-five (45) days to consider my decision to retire and receive this early retirement incentive, and that I have had the opportunity to consult with legal counsel, Association representatives and/or others regarding this decision and have elected to retire voluntarily. Further, I acknowledge responsibility for any and all tax consequences as a result of the employer's contribution to MPERS on my behalf.

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

Employee: _____

Date: _____

Witness: _____

Witness: _____

ARTICLE XVII: Salary Definitions**Basis for Salary**

The salary for each school year set forth in Appendix A, school calendar is based upon the following number of contract work days: 182 counted pupil instructional days and 179 days of actual instruction for the life of the contract.

Teachers will work a total of 185 work days.

Experience

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

Payment

All employees are paid on a bi-weekly basis in 21 or 26 pays at the teacher's option.

Salaries Placement

All instructional staff must be on the salary schedule providing they are a full time teacher and under contract as set forth in Appendix B, Salary Schedule.

Verification

Verification of credit hours must be presented showing date of degree and that the additional hours were completed after degree date, to the Superintendent of Schools prior to September 15th, or February 15th, so a contract change can be made for the school year. All hours (required semester hours or equivalent) must be completed before, these dates to qualify during that school year. Courses must be in the teacher's subject fields, apply towards a degree program or have prior approval of the Superintendent of Schools from a regionally accredited university or college.

Counselors

Counselors may be required to work up to an additional ten (10) days during the summer months when other Professional Staff is not scheduled to work. Counselors will be paid a per diem rate for such time and shall submit time sheets for those hours. The hours will be scheduled by agreement with the Counselor and the Building Principal.

Longevity

Longevity payments shall be made as follows:

BA/Continuing Certificate - \$1200 shall be paid beyond the scheduled salary amount beginning at the 15th step (16th year). An additional \$1200 shall be paid beginning at the 20th step (21st year). An additional \$1200 shall be paid beginning at the 25th step (26th year).

MA Certificate - \$1400 shall be paid beyond the scheduling salary amount beginning at the 15th step (16th year). An additional \$1400 shall be paid beginning at the 20th step (21st year). An additional \$1400 shall be paid beginning at the 25th step (26th year).

Emergency Placement of Teachers

Teachers and Counselors shall not be required to assume the responsibilities of absent teachers except for short-term emergencies. In the event of such emergencies, the substituting teacher shall receive compensation in the amount of Twenty dollars (\$20.00) per class hour. The Board and Association agree that in no case shall a teacher be responsible for providing a substitute to fill their position.

Extra Curricular and Coaching Schedule**Additional Sponsorships**

Classification "2" on the extra duty schedule.

Class Change

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

Grandfather

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

Noon Duty

Will be paid at the rate of \$15.00/daily noon hour, bi-weekly. Payroll report must be submitted.

Number

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

Payment

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

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

Tenure

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

ARTICLE XVIII: Mentor Teachers

- A. A Mentor shall be as defined in the Revised School Code, and shall perform the duties as specified in the Code. Whenever appropriate, the Mentor shall be a member of the bargaining unit.
- B. Each probationary teacher shall be assigned a Mentor for the first three years in probationary status. The Mentor shall be available to provide professional support, instruction and guidance. The purpose of the mentor teacher assignment is to provide a peer or other educator who can offer assistance, resources and information in a non-threatening collegial fashion.
- C. In grades 6-12, the Mentor shall have expertise in or be of the same subject area as the Mentee. If the Mentee is in an area where no Mentor exists, a Mentor shall be chosen by the building principal. In grades K-5, the Mentor should be a person in the same grade level. The building principal shall assign such person.
- D. The Mentor assignment shall be subject to review by the Mentor and Mentee after each semester. If either the Mentor or the Mentee desire to terminate the relationship, the building principal shall appoint a replacement Mentor. Participation as a Mentor is voluntary.
- E. Because the purpose of the Mentor/Mentee match is to acclimate the probationary teacher and to provide necessary assistance toward the end of quality instruction, the Board and the Association agree the relationship shall be collegial and shall not, in any fashion, be a matter included in the evaluation of the Mentor or Mentee.
- F. A Mentor who is a member of the bargaining unit shall receive a stipend as set forth in APPENDIX C the extra duty positions. The Mentee shall receive a stipend of \$25 for professional development days approved by administration that are not within the parameters of the regular workday and work year.

ARTICLE XIX: Severability, Waiver and Duration

- A. Should any provision of this Agreement or any application thereof is found unlawful, the remainder of this Agreement shall continue in full force and effect.
- B. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by the law from the area of negotiations and that the understanding and agreements arrived at by the parties after the exercise of the right and opportunity are set forth in this Agreement. Therefore, the Board and the Association for the life of this Agreement, each voluntarily and unqualified, waives the right and each agrees that the other shall not be obligated to negotiate with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated and signed this Agreement. It is contemplated that matters not specifically covered by this Agreement, but of common concern to the parties shall be subject to discussions upon written request of either party. The parties shall undertake to cooperate in arranging meetings and selecting representatives for such discussion, furnishing necessary information and otherwise constructively considering any such matters.
- C. This Agreement shall be effective September 1, 2006 and shall continue in effect through August 31, 2009.

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

BOARD OF EDUCATION OF HUDSON
AREA PUBLIC SCHOOL DISTRICT

LCEA, HUDSON EDUCATION
ASSOCIATION, MEA/NEA

BY: _____
President

BY: _____
President

BY: _____
Secretary

BY: _____
Secretary

APPENDIX A – SCHOOL CALENDARS 2006-09

Appendix B - Salary Schedule

STEP	2006-07 2.33% inc.	Longevity (BA) \$1,200 (MA) \$1,400	STEP	2007-08 2.33% inc.	Longevity (BA) \$1,200 (MA) \$1,400	STEP	2008-09 2.33% inc.	Longevity (BA) \$1,200 (MA) \$1,400
BA00	35,224		BA00	36,045		BA00	36,884	
BA01	37,505		BA01	38,378		BA01	39,273	
BA02	38,762		BA02	39,665		BA02	40,589	
BA03	40,059		BA03	40,993		BA03	41,948	
BA04	41,401		BA04	42,366		BA04	43,353	
BA05	42,788		BA05	43,785		BA05	44,805	
BA06	44,222		BA06	45,252		BA06	46,307	
BA07	45,704		BA07	46,769		BA07	47,858	
BA08	47,235		BA08	48,336		BA08	49,462	
BA09	48,817		BA09	49,954		BA09	51,118	
BA10	50,452		BA10	51,628		BA10	52,831	
BA11	52,143		BA11	53,358		BA11	54,601	
BA12	55,270		BA12	56,558		BA12	57,875	
BA13/14	55,270		BA13/14	56,558		BA13/14	57,875	
-----			-----			-----		
BA15	56,562	57,762	BA15	57,880	59,080	BA15	59,229	60,429
BA20	57,854	60,254	BA20	59,202	61,602	BA20	60,581	62,981
BA25	59,145	62,745	BA25	60,523	64,123	BA25	61,933	65,533
MA00	37,755		MA00	38,635		MA00	39,535	
MA01	40,200		MA01	41,137		MA01	42,096	
MA02	41,547		MA02	42,515		MA02	43,505	
MA03	42,939		MA03	43,940		MA03	44,963	
MA04	44,377		MA04	45,411		MA04	46,469	
MA05	45,863		MA05	46,932		MA05	48,025	
MA06	47,400		MA06	48,504		MA06	49,634	
MA07	48,988		MA07	50,129		MA07	51,297	
MA08	50,629		MA08	51,808		MA08	53,015	
MA09	52,326		MA09	53,545		MA09	54,792	
MA10	54,077		MA10	55,337		MA10	56,627	
MA11	55,889		MA11	57,191		MA11	58,524	
MA12	59,242		MA12	60,622		MA12	62,035	
MA13/14	59,242		MA13/14	60,622		MA13/14	62,035	
-----			-----			-----		
MA15	60,768	62,168	MA15	62,184	63,584	MA15	63,633	65,033
MA20	62,295	65,095	MA20	63,746	66,546	MA20	65,231	68,031
MA25	63,822	68,022	MA25	65,309	69,509	MA25	66,830	71,030

APPENDIX C

ACTIVITIES AND EXTRA-CURRICULAR

DESCRIPTION	0-4 YEARS	5YRS +
BOYS VARSITY BASKETBALL	12%	13.5%
GIRLS VARSITY BASKETBALL	12%	13.5%
BOYS VARSITY FOOTBALL	12%	13.5%
BOYS VARSITY WRESTLING	12%	13.5%
GIRLS VARSITY VOLLEYBALL	12%	13.5%
BOYS VARSITY BASEBALL	12%	13.5%
GIRLS VARSITY SOFTBALL	12%	13.5%
BOYS VARSITY TRACK	9%	10.5%
GIRLS VARSITY TRACK	9%	10.5%
BOYS VARSITY FOOTBALL ASSISTANT (2)	7%	8.5%
BOYS JUNIOR VARSITY BASKETBALL	8%	9.5%
GIRLS JUNIOR VARSITY BASKETBALL	8%	9.5%
BOYS JUNIOR VARSITY FOOTBALL	8%	9.5%
GIRLS JUNIOR VARSITY SOFTBALL	8%	9.5%
BOYS JUNIOR VARSITY BASEBALL	8%	9.5%
BOYS JUNIOR VARSITY WRESTLING	8%	9.5%
GIRLS JUNIOR VARSITY VOLLEYBALL	8%	9.5%
BOYS VARSITY CROSS COUNTRY	9%	10.5%
GIRLS VARSITY CROSS COUNTRY	9%	10.5%
BOYS VARSITY GOLF	9%	10.5%
GIRLS VARSITY GOLF	9%	10.5%
JUNIOR VARSITY FOOTBALL ASSISTANT (2)	6%	7.5%
CHEERLEADERS – VARSITY	9%	10.5%
BOYS MS FOOTBALL	6%	7.5%
FRESHMEN BASKETBALL	6%	7.5%
JUNIOR VARSITY GOLF	6%	7.5%
BOYS MS FOOTBALL ASSISTANT	5%	6.5%
BOYS 8TH GRADE HEAD BASKETBALL	6%	7.5%
GIRLS 8TH GRADE HEAD BASKETBALL	6%	7.5%
BOYS MS WRESTLING	6%	7.5%
BOYS 7TH GRADE HEAD BASKETBALL	6%	7.5%
GIRLS 7TH GRADE HEAD BASKETBALL	6%	7.5%
VARSDITY ASSISTANT BASEBALL	6%	7.5%
VARSDITY ASSISTANT SOFTBALL	6%	7.5%
VARSDITY ASSISTANT TRACK	6%	7.5%
MS TRACK	6%	7.5%
7TH GRADE VOLLEYBALL	6%	7.5%
8TH GRADE VOLLEYBALL	6%	7.5%
CHEERLEADER – JUNIOR VARSITY	6%	7.5%
BOYS MS BASKETBALL ASSISTANT	5%	6.5%
GIRLS MS BASKETBALL ASSISTANT	5%	6.5%
CHEERLEADER – MS	6%	7.5%

APPENDIX C

ACTIVITIES AND EXTRA-CURRICULAR

DESCRIPTION	0-4 YEARS	5YRS +
BAND DIRECTOR (7-12)	12%	13.5%
TICKET SALES	10%	11.5%
BAND (9-12)	10%	11.5%
PLAY DIRECTOR	5%	6.5%
*NEWSPAPER	4%	5.5%
*YEARBOOK	4%	5.5%
MS BAND (7 & 8)	4%	5.5%
11TH GRADE ADVISOR	4%	5.5%
PLAY/DRAMA/DEBATE DIRECTOR	4%	5.5%
SCIENCE OLYMPIAD	4%	5.5%
ASSISTANT PLAY DIRECTOR	3%	4.5%
12TH GRADE ADVISOR	3%	4.5%
10TH GRADE ADVISOR	3%	4.5%
9TH GRADE ADVISOR	3%	4.5%
MS STUDENT COUNCIL ADVISOR	3%	4.5%
NATIONAL HONOR SOCIETY	2%	4.0%
ADDITIONAL SPONSORSHIP	1%	2.0%
MENTORS	1%	1.5%

Letter of Understanding

between the

Hudson Education Association

and

Hudson Area Schools

Lenawee County Education Association, HEA, MEA/NEA and the Hudson Board of Education agree to negotiate with the Association the impact, if any, of the Elementary Secondary Education Act (No Child Left Behind Act) prior to any changes that would affect a teacher’s working conditions, certification, teacher incentives, and other conditions of the law. The parties shall negotiate in good faith prior to implementation to the extent possible while still meeting any relevant timelines for compliance with the act of its regulations.

Hudson Area Schools

Lenawee County Education Association,
Hudson Education Association, MEA/NEA

Superintendent

LCEA UniServ Director

Date

Letter of Agreement

between the

Hudson Education Association

and

Hudson Area Schools

Lenawee County Education Association, HEA, MEA/NEA and the Hudson Board of Education agree to the following:

1. In the event a teacher exhausts or anticipates he/she will exhaust his/her accumulated sick leave and personal business days, the teacher may submit a request for additional paid sick leave through a sick leave bank for extraordinary or catastrophic medical conditions.
2. The teacher shall not receive LTD benefits when receiving donated sick days.
3. The request shall be reviewed by a committee consisting of two (2) association members, two (2) school board members and one (1) administrator. Generally, the teacher shall meet with the committee within five (5) working days of the request. The committee shall submit its recommendations to the Board.
4. At the Board's next business meeting, provided the recommendation is forwarded to the board at least two (2) work days before that board meeting, the board may accept or reject the committee's recommendation. If accepted, association members may donate up to two (2) paid leave days to the requesting teacher for up to a total of sixty (60) days.
5. In the event a teacher is denied his/her request for paid sick leave, a state mediator will mediate a resolution with representation from the board, and from the association. The teacher would be present at such mediation sessions. This letter of agreement is not subject to the grievance procedure.
6. This letter of agreement shall expire at the end of this contract (August 31, 2009), but may be renewed by agreement of the parties.

Hudson Area Schools

Lenawee County Education Association,
Hudson Education Association, MEA/NEA

Superintendent

LCEA UniServ Director

Date:

Letter of Agreement
between the
Hudson Education Association
and
Hudson Area Schools

It is agreed that for the life of this contract that the noon duty work will be offered to Association members before other staff, and will be paid as follows:

2006-07 \$8.00 a day
2007-08 \$8.50 a day
2008-09 \$9.00 a day

This letter of agreement will expire on August 31, 2009.

Hudson Area Schools

Hudson Education Association

Superintendent

President

Date: