BETWEEN

HUDSON BOARD OF EDUCATION

and the

Hillsdale Lenawee County Education Association

HEA, MEA/NEA

Master Agreement

August 12, 2024 through
August 31, 2027

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AGREEMENT

This Agreement, entered into this day of August ___, 2024, by and between the Board of Education, Hudson Area Schools, Hudson, Michigan, hereinafter called the Board and the Hillsdale 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 Hillsdale Lenawee County Education Association to include all full-time certified 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, directors, coordinators, psychologists, social workers, therapists, community school program teachers, adult education teachers, substitute teachers, per diem appointments, third-party contracted employees, 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. **Health and Safety**

To determine reasonable provisions for health, safety, and first aid of employees during hours of employment.

7. **Cooperative Agreements**

Nothing in this Agreement in any way shall prevent or limit the Board from participating in cooperative educational programs with any entity.

8. **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. **HLCEA Letter**

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

B. **Facilities**

1. **Bulletin Board**

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 HLCEA 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.

C. **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. Teachers who engage in strike activity, including chalkboard flu, are subject to discipline up to and including discharge.

D. **Right to Organize**

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 the Michigan Public Employment Relations Act, 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.

E. **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. 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.

C. Employee Assault

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

1. Referral for Legal Services

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 a Board contacting legal counsel and providing legal representation. 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

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 and to protective services.

D. **Complaints**

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.

1. **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.

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

Teachers will not be disciplined for a student's independent misuse of the Internet/Intranet, provided that the teacher was performing his/her professional duties.

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

E. Evaluation of Personnel

1. Program

It is the responsibility of each individual teacher to provide the highest quality education program practical for every student 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 within fifteen (15) days unless an extension is requested.

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. 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 Health

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

3. **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.

4. **Student Transportation**

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

5. **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

A. **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."

B. **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.

The Association will be allowed to select the effective date, the MESSA Plans and benefit healthcare coverage with a 30 day notification period to the district.

Effective January 1, 2024, the Board will pay on behalf of each eligible employee who elects coverage the 2024 statutory hard cap amounts under MCL 15.563 which are as follows: $7,702.85 annually (or $641.90 per month) for employees with single person coverage; $16,109.06 annually (or $1,342.42 per month) for employees with two-person

coverage; or $21,007.83 annually (or $1,750.65 per month) for employees with family coverage.

Effective January 1, 2025, the Board will pay the following amounts on behalf of each eligible employee: $7,718.26 annually (or $643.19 per month) for employees with single person coverage; $16,141.28 annually (or $1,345.11 per month) for employees with two-person coverage; or $21,049.85 annually (or $1,754.15 per month) for employees with family coverage. If no hard caps exist, the base dollar contribution increase shall equal the percentage increase in insurance costs from the previous year, up to 3%.

The remaining annual cost for the employee's elected medical plan premiums shall be paid by the employee.

The employee's premium contribution will be payroll deducted, in equal monthly amounts from the employee's paycheck. Employees may elect to have the monthly premium payroll deducted through a qualified Section 125 Plan and, as such, the members' premium contribution will be made with pre-tax dollars. The employer's "qualified Section 125 Plan" shall include any and all of the provisions necessary for pre-tax contributions to employee's HSA accounts administered through HEQ in accordance with state and Federal tax laws.

Employees may elect through payroll deduction and electronic transfer additional money to be deposited into their HEQ/HSA up to the maximum amounts and at times in accordance with Federal law.

All other non-medical MESSA Pak A and Pak B benefits described in the current Collective Bargaining Agreement shall be fully employer (Board) paid.

*Health care and insurance options will be available at the beginning of the school year upon the request of the open enrollment periods and as with any charges occurring within Lenawee County's Consortium A Plan.

Pak A Benefits:

MESSA Medical Insurance

MESSA/Delta Dental Plan – Class I 100%, Class II 90%, Class III 90%, Class IV 60%, Lifetime max $1,500, Annual max, $2,000, 2 Cleanings.

MESSA Negotiated Long Term Disability Insurance – 66 2/3%, max $3,000, 60 Day

MESSA Negotiated Life Insurance - $5,000, AD&D $5,000

MESSA/Vision Service Plan – VSP 2 Silver

Pak B Benefits:

In the event the teacher waives Plan A, the Board will provide a cash payment of $540.00 per month. In order to ensure that eligible employees receive cash-in lieu in compliance with the Patient Protection and Affordable Care Act, the following conditions must be met: (a) the employee voluntarily and in writing opts out of the available medical health care plan; and (b) provides documentation to the Superintendent's designee that the employee has other medical health care coverage that meets the minimum value and coverage requirements of the Affordable Care Act. The employee has the option of applying some or all of the cash payment to his/her Tax Shelter annuity in accordance with federal guidelines. The payment may be made through the district's Board approved Section 125 Plan of the Internal Revenue Code provided the teacher has timely submitted to the payroll office the appropriate completed forms. The teacher who waives insurance must sign a statement indicating he/she is currently covered under another group medical plan.

MESSA/Delta Dental Plan – Class I 100%, Class II 90%, Class III 90%, Class IV 60%, Lifetime max $1,500, Annual max $2,000, 2 Cleanings

MESSA Negotiated Long Term Disability Insurance 66 2/3%, max $3,000, 60 day

MESSA Negotiated Life Insurance - $5,000, AD&D $5,000

MESSA/Vision Service Plan – VSP 2 Silver

Pak C & Pak D Benefits:

See Appendix E.

Dual coverage (i.e., insurance coverage for both spouses and/or dependents) shall not be permitted where both spouses are employed by the Board and are eligible for coverage. In that instance, one spouse shall be designated as the recipient for insurance coverage purposes.

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

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).

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.

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.

ARTICLE VII: 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 bargaining 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 Appendix D 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. Individual grievants may not arbitrate a grievance. 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. **Discipline, Discharge, Evaluation, Assignment, Layoff/Recall of a Teacher**

5. **Any matters which are a prohibited subject of bargaining**

Tenure and Other Forum

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. All arbitration hearings will be held at the District offices. The arbitration hearings will be conducted pursuant to the Michigan Uniform Arbitration Act, MCL 691.1681 et seq. [TA 5/22/2024]

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 – Mediation**

If the grievance has not been settled in Level IV, the parties shall submit the matter to non-binding mediation before a mediator assigned by the Michigan Employment Relations Commission. If the matter is resolved in mediation, the resolution shall be reduced to writing and the grievance will be resolved. If mediation is unsuccessful, then the parties may proceed to Level VI.

6. **Level VI - 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.

7. **Level VII – 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.

ARTICLE VIII: Teaching Conditions

A. **Act of God Days**

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.

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

B. School Day and Teachers Hours

1. 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.

2. 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 the 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.

3. 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.

4. **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.

5. **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.

6. **Decrease or Increase in Instructional Hours**

a. 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.

b. 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.

7. **Instructional Days**

a. 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.

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

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

8. **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 extracurricular activities shall be encouraged by the Board and the Association.

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

9. **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.

10. **Staff Meetings**

Building and District Staff meetings are important and all teachers are expected to attend provided five (5) day's 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.

C. 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 K3 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.

D. 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.

E. **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.

F. **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.

G. **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 may be given an opportunity for input into Professional Development.

ARTICLE IX: Dismissal, Resignation and Discipline

A. **Teacher Resignation**

Teacher resignations shall be submitted at least sixty (60) days prior to the beginning of the school year, otherwise the teachers' tenure rights may be revoked.

B. **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 X: Leaves

A. **Leaves with Pay**

1. **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.

2. **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.

3. **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.

4. **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, stepfamily, 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.

5. **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.

6. **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.

7. **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.

8. **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 fulltime 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.

9. **Unused Sick Leave Leaving System**

Upon leaving for reasons other than retirement and discharge 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.

10. **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. 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 April 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.

B. **Military Duty**

Teachers will be granted military leave per state and federal laws.

C. **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.

e. other reasons as provided by the Act.

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 Board uses the Measured Forward method to calculate FMLA eligibility. The employee shall use accrued paid sick leave while on FMLA. If an employee fails to return from FMLA leave under his/her own volition, he/she shall reimburse the district the premiums contributions paid by the district.

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

D. **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.

E. **Deductions**

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

F. **Extensions**

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

G. **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 Workers' 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.

H. 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.

2. 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.

a. 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.

b. 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.

c. 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.

d. **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.

3. **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.

4. **Falsification**

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

5. **Unemployment**

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

6. **Board Approval**

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

ARTICLE XI: 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. **Recall**

1. Employees can file and receive unemployment under the following conditions:

   a. Those on layoff who are called back to the same or equal position at Hudson Schools prior to the first reporting day of the school year will be required to reimburse unemployment benefits to the district.

   b. Those on layoff notice who are called back to the same or equal position at Hudson Schools prior to September 30th would be required to reimburse monies received from unemployment compensation only prior to August 31.

   c. The employee will have the choice in which manner the reimbursement takes place. (i.e. payroll deduction, lump sum), however, it will be repaid in full by the end of the fiscal school year (June 30th).

d. Those on layoff notice, who are called back to the same or equal position at Hudson Schools after September 30th, would not be required to reimburse any unemployment monies received.

e. Any employee laid off for ½ or less time would only be required to reimburse 50% or less of unemployment benefits.

ARTICLE XII: 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 (MPSERS) 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 MPSERS.

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

ARTICLE XIII: Salary Definitions

A. 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.

B. Experience

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

C. Payment

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

D. **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**.**

E. **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.

Credit hours earned prior to completion of a teaching certificate shall not be applicable for the salary schedule.

F. **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.

G. **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.

H. **Extra Curricular and Coaching Schedule**

1. **Additional Sponsorships**

Classification "2" on the extra duty schedule.

2. **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.

3. **Grandfather**

Any teacher resuming an extracurricular 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.

4. **Noon Duty**

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

5. **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.

6. **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. For athletic positions, coaches will be compensated if the season is cancelled prior to the beginning of the season due to a pandemic, government shutdown, or local health emergency, provided the coach presents information of significant planning or startup activities in preparation for the season. The percentage of compensation will be determined by the District, but the District will consult with the Association.

7. **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.

ARTICLE XIV: 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 XV: 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. An emergency manager appointed under the Local Financial Stability and Choice Act, MCL 141.1501 *et seq*., may reject, modify, or terminate this collective bargaining agreement as provided in the Act.

D. This Agreement shall be effective and shall continue in effect through.

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

BOARD OF EDUCATION OF HUDSON AREA PUBLIC SCHOOL DISTRICT	**HLCEA, HUDSON EDUCATION ASSOCIATION, MEA/NEA**
BY:_____	BY:_____
President	**President**
BY:_____	BY:_____
Representative	**Secretary**

APPENDIX A
SCHOOL CALENDARS

[INSERT UPDATED CALENDAR]

APPENDIX B
SALARY SCHEDULES

HUDSON AREA SCHOOLS 2024-2025 SALARY SCHEDULE								5.00% Year 1 of 3
	BA		BA + 18		MA		MA + 18	
0	42,688	5.00%	45,337	5.00%	46,934	5.00%	48,556	5.00%
1	43,542	2.00%	46,244	2.00%	47,873	2.00%	49,527	2.00%
2	44,412	2.00%	47,169	2.00%	48,830	2.00%	50,518	2.00%
3	45,301	2.00%	48,112	2.00%	49,807	2.00%	51,528	2.00%
4	46,207	2.00%	49,074	2.00%	50,803	2.00%	52,559	2.00%
5	47,131	2.00%	50,056	2.00%	51,819	2.00%	53,610	2.00%
6	48,073	2.00%	51,057	2.00%	52,855	2.00%	54,682	2.00%
7	49,035	2.00%	52,078	2.00%	53,912	2.00%	55,776	2.00%
8			53,119	2.00%	54,991	2.00%	56,891	2.00%
9			54,182	2.00%	56,090	2.00%	58,029	2.00%
10			55,265	2.00%	57,212	2.00%	59,190	2.00%
11			56,371	2.00%	58,356	2.00%	60,374	2.00%
12			58,626	4.00%	60,691	4.00%	62,788	4.00%
13			60,971		63,118		65,300	
14			63,409		65,643		67,912	
15			65,946	4.00%	68,269	4.00%	70,628	4.00%
16			67,100	1.75%	69,464	1.75%	71,864	1.75%
17			67,100		69,464		71,864	
18			67,100		69,464		71,864	
19			67,100		69,464		71,864	
20			70,455	5.00%	72,937	5.00%	75,458	5.00%
21			70,455		72,937		75,458	
22			70,455		72,937		75,458	
23			70,455		72,937		75,458	
24			70,455		72,937		75,458	
25			74,682	6.00%	77,313	6.00%	79,985	6.00%

HUDSON AREA SCHOOLS 2025-2026 SALARY SCHEDULE							3.00% Year 2 of 3	
	BA		**BA + 18**		**MA**		**MA + 18**	
0	43,968	3.00%	46,697	3.00%	48,342	3.00%	50,013	3.00%
1	44,848	2.00%	47,631	2.00%	49,309	2.00%	51,013	2.00%
2	45,745	2.00%	48,584	2.00%	50,295	2.00%	52,033	2.00%
3	46,660	2.00%	49,555	2.00%	51,301	2.00%	53,074	2.00%
4	47,593	2.00%	50,546	2.00%	52,327	2.00%	54,136	2.00%
5	48,545	2.00%	51,557	2.00%	53,373	2.00%	55,218	2.00%
6	49,516	2.00%	52,588	2.00%	54,441	2.00%	56,323	2.00%
7	50,506	2.00%	53,640	2.00%	55,530	2.00%	57,449	2.00%
8			54,713	2.00%	56,640	2.00%	58,598	2.00%
9			55,807	2.00%	57,773	2.00%	59,770	2.00%
10			56,923	2.00%	58,929	2.00%	60,965	2.00%
11			58,062	2.00%	60,107	2.00%	62,185	2.00%
12			60,384	4.00%	62,511	4.00%	64,672	4.00%
13			62,800		65,012		67,259	
14			65,312		67,612		69,949	
15			67,924	4.00%	70,317	4.00%	72,747	4.00%
16			69,113	1.75%	71,547	1.75%	74,020	1.75%
17			69,113		71,547		74,020	
18			69,113		71,547		74,020	
19			69,113		71,547		74,020	
20			72,568	5.00%	75,125	5.00%	77,721	5.00%
21			72,568		75,125		77,721	
22			72,568		75,125		77,721	
23			72,568		75,125		77,721	
24			72,568		75,125		77,721	
25			76,923	6.00%	79,632	6.00%	82,385	6.00%

For the 2025-2026 school year, all school employees will receive a $750.00 off schedule payment.

HUDSON AREA SCHOOLS 2026-2027 SALARY SCHEDULE								3.00% Year 3 of 3
	BA		BA + 18		MA		MA + 18	
0	45,287	3.00%	48,098	3.00%	49,792	3.00%	51,513	3.00%
1	46,193	2.00%	49,060	2.00%	50,788	2.00%	52,544	2.00%
2	47,117	2.00%	50,041	2.00%	51,804	2.00%	53,594	2.00%
3	48,059	2.00%	51,042	2.00%	52,840	2.00%	54,666	2.00%
4	49,021	2.00%	52,063	2.00%	53,897	2.00%	55,760	2.00%
5	50,001	2.00%	53,104	2.00%	54,975	2.00%	56,875	2.00%
6	51,001	2.00%	54,166	2.00%	56,074	2.00%	58,012	2.00%
7	52,021	2.00%	55,249	2.00%	57,196	2.00%	59,173	2.00%
8			56,354	2.00%	58,340	2.00%	60,356	2.00%
9			57,481	2.00%	59,506	2.00%	61,563	2.00%
10			58,631	2.00%	60,696	2.00%	62,794	2.00%
11			59,804	2.00%	61,910	2.00%	64,050	2.00%
12			62,196	4.00%	64,387	4.00%	66,612	4.00%
13			64,684		66,962		69,277	
14			67,271		69,641		72,048	
15			69,962	4.00%	72,426	4.00%	74,930	4.00%
16			71,186	1.75%	73,694	1.75%	76,241	1.75%
17			71,186		73,694		76,241	
18			71,186		73,694		76,241	
19			71,186		73,694		76,241	
20			74,746	5.00%	77,379	5.00%	80,053	5.00%
21			74,746		77,379		80,053	
22			74,746		77,379		80,053	
23			74,746		77,379		80,053	
24			74,746		77,379		80,053	
25			79,230	6.00%	82,021	6.00%	84,856	6.00%

APPENDIX C
ACTIVITIES AND EXTRA-CURRICULAR

Title: Band Director (6-12)
Base Pay- 0-4 years : $3,063.24
Base Pay- 5 years + : $3,700.52

Activities	Incentive Pay
Marching Band	
Band Plays through halftime of each home contest	$50
Band Marches in 5 Parades	$200
Concerts	
4 Middle School and 4 High School Concerts	$200
3 choir concerts	$200
Pep Band	
Pep Band plays at 4 Varsity Boys and Varsity Girls Basketball contests (5 a piece)- At least through the third quarter	$400
State Competitions	
Attend District Band competitions (MS and HS)	$50
MS Band earns state bid	$100
HS Band earns state bid	$100
MS Band earns "2" at state	$125
HS Band earns "2" at state	$125
MS band earns "1" at state	$150
HS band earns "1" at state	$150
Summer Camp	
Holds 1 week summer camp	$250

Total Possible Incentive Pay: $1,850.00
Total Possible Pay (0-4 years): $ 4,913.24 Total Possible Pay (5 years +): $ 5,550.52

Title: Elementary Music Concert Director-

Responsibilities include: 3 annual elementary music concerts
Pay: $220 stipend

Title: Play Director

Base Pay- 0-4 years: $1,650.00
5 years +: $ 2,750.00

Activities	Incentive Pay
Participation	
60-69 students participate	$150
70 or more students participate	$250
Presentations	
4 shows	$250

Total Possible Incentive Pay: $500
Total Possible Pay (0-4 years): $ 2,150
Total Possible Pay (5 + years): $ 3,250

Title: Assistant Play Director

Responsibilities include: under the supervision of the play director, attend and assist director at all rehearsals and performances.
Base Pay- 0-4 years: $ 1,274.56
5 years +: $ 1,911.84

Title: Lighting Director

Responsibilities include: providing lighting and sound services to all school events that need such services. This includes choir concerts, elementary musicals, class day, baccalaureate, drama class productions and other events. The position also includes overseeing, maintaining, troubleshooting, repairing, or facilitating the repair of all of our lighting and sound equipment, some of which is owned by the school and some of which is owned by the drama department.
Base Pay- 0-4 years: 424.85
5 years + : 849.71

Title: HS Debate/Drama Director

Responsibilities include: 1 evening play presentation and competition at county debate events.
Pay: $1,100 stipend

Title: MS Drama Club Director

Responsibilities include: 1 evening play presentation and competition at county debate events.
Base Pay: 0-4 Years: $825.00 stipend 5+ Years: $1,375.00 stipend

Title: MS Drama Club Assistant

Responsibilities include: 1 evening play presentation and competition at county debate events.

Base Pay: 0-4 Years: $ 637.23 stipend 5+ Years: $ 955.92 stipend

Title: Special Ed. Test Coordinator

Responsibilities include: coordinate all special education MEAP and MME testing activities.
Pay: $500 stipend

Title: Yearbook Director

Responsibilities include: Yearbook design, implementation and sales
Base Pay- 0-4 years: $ 1,369.41 Base Pay- 5 years +: $ 2,006.70

Activities	Incentive Pay
Student Participation	
1-4 students on yearbook staff	$100
5 or more students on yearbook staff	$200
Event Coverage	
List of events photographed/turned into Principal	$100

Total Possible Incentive Pay: $500
Total Possible Pay (0-4 yrs.): $ 1,869.41 Total Possible Pay (5 yrs. +): $ 2,506.70

Title: National Honor Society Director
Base Pay- 0-4 years: $ 629.71
Base Pay- 5 years +: $ 1,479.41

Activities	Incentive Pay
Service to Others	
All students complete service hours	$50
Host 2 blood drives	$50
Host 3 blood drives	$100
Ceremony	
NHS Banquet	$50

Total Possible Incentive Pay: $200
Total Possible Pay (0-4 yrs.): $ 829.71
Total Possible Pay (5 yrs. +): $ 1,679.41

Title: Science Olympiad Director Base Pay- 0-4 years: $ 1,650.00
Base Pay- 5 years +: $ 2,200.00

Activities	Incentive Pay
Competitions	
Attend 4 competitions	$50
Earn State Bid	$100
3rd Place or Better at State (Class C)	$250
Saturday Practices for Competitions	$ 10 per practice (up to $50 total)
Host a competition at Hudson	$50
Professional	
State Board Member	$25

Total Possible Incentive Pay: $ 525
Total Possible Pay (0-4 yrs.): $ 2,175.00 Total Possible Pay (5 yrs. +): $ 2,725.00

Title: Mentor
Base Pay- 0-4 year: $ 204.85
Base Pay- 5 years +: $ 417.29

Activities	Incentive Pay
Meetings	
Document Meetings and turn meeting form into Principal for review	$100
Monthly meeting between mentor and mentee from August to May.	$100

Total Possible Incentive Pay: $200.00
Total Possible Pay (0-4 yrs.): $ 404.85 Total Possible Pay (5 yrs. +): $ 617.29

Title: General Class Advisor
Base Pay- 0-4 years: $ 1,149.41
Base Pay- 5 years +: $ 1,786.70

Activities	Incentive Pay
Homecomings	
Fall Homecoming Week Activities	$50
Fall Homecoming Parade/Halftime Ceremony	$25
Winter Homecoming Week Activities	$50
Winter Homecoming Halftime	$25
Prom	
Prom Planning/ Prom Night	$250

Fundraiser	
Lead Sophomore Fundraiser	$100

Total Possible Incentive Pay: $ 500
Total Possible Pay (0-4 yrs.): $ 1,649.41
Total Possible Pay (5 yrs. +): $ 2,286.70

Appendix C: Coaching

Coaches

Coach:			Name			
Sport:			Sport		**History**	
# of weeks:			0		Years Coaching:	0
Hours per Week:			0		District Titles:	0
Budgeted Hours:			0		Regional Titles:	0
Positional Base: 21-22			$9.65		State Titles:	0
22-23			$9.80			
23-24			$10.00			
History:	$0.10	0	$0.00			0
Hourly Base:			$0.00	$0.00		
Off-Season						
Multiple Sport	$0.10	0	$0.00			
Conditioning	$0.25	0	$0.00			
AED/CPR:	$0.25	0	$0.00			
Sport Clinic	$0.25	0	$0.00			
			$0.00	$0.00		
In Season Participation						
# of players	$0.02	0	$0.00			
Coach Supervision	$0.05	0	$0.00			
			$0.00	$0.00		
V Head Coaches						
Players in Program	$0.01	0	$0.00			
Coaches	$0.05	0	$0.00			
			$0.00	$0.00		
Per hour pay with incentives:				$0.00		

		Hourly	Pay	EDUStaff (18.00%)	Total	
Actual Hours (see above)	0	$00.00	$00.00	$00.00	$00.00	

APPENDIX D
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_____
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 – Mediation

Date received by Secretary of Board_____

Disposition by Board of Education_____

_____

_____

_____

Secretary of Board's Signature_____Date_____

LEVEL VI – Board

Date submitted to Arbitration_____

Disposition and Award of Arbitrator_____

_____

_____
__

_____
__

_____
__

Signature of Arbitrator_____

Date of Decision_____

All provision of **Article VIII, Grievance Procedure** and this Master Agreement _____

_____, 20_____, will be strictly observed in the settlement of grievances.

LEVEL VII – Arbitration

_____
__

_____
__

_____
__

_____
__

Signature of Arbitrator_____

Date of Decision_____

All provision of **Article VIII, Grievance Procedure** and this Master Agreement _____

_____, 20_____, will be strictly observed in the settlement of grievances.

APPENDIX E
HEALTH INSURANCE OPTIONS

Health Insurance Options

	Pak A	Pak B	Pak C	Pak D	Pak E
Medical	MESSA Choices II	No Medical	MESSA ABC Plan 1	MESSA ABC Plan 2	MESSA Choices II
Deductible	$500/$1,000	$6,480 In Lieu	$1,300/$2,600	$2,000/$4,000	$500/$1,000
Copay	$20 OV /$ 25 UC / $50 ER				$20 OV /$ 25 UC / $50 ER
Prescription Plan	MESSA Saver Rx	MESSA Saver Rx	ABC Rx	ABC Rx	Saver Rx with Mandatory Mail for maintenance scripts
Coinsurance				10% Coinsurance	20% Coinsurance
Dental					
Class I	100%	100%	100%	100%	100%
Class II	80%	80%	80%	80%	80%
Class III	80%	80%	80%	80%	80%
Class IV	80%	80%	80%	80%	80%
Annual Max Class I-III	$1,500	$1,500	$1,500	$1,500	$1,500
Lifetime Max Class IV	$1,500	$1,500	$1,500	$1,500	$1,500
Vision	VSP 2 Silver	VSP 2 Silver	VSP 2 Silver	VSP 2 Silver	VSP 2 Silver
NEG. LTD	66 2/3 Max $6,000	66 2/3 Max $6,000	66 2/3 Max $6,000	66 2/3 Max $6,000	66 2/3 Max $6,000
Waiting Period	90 Calendar Days Modified Fill	90 Calendar Days Modified Fill	90 Calendar Days Modified Fill	90 Calendar Days Modified Fill	90 Calendar Days Modified Fill
Alcohol/Drug	Same as any other illness	Same as any other illness	Same as any other illness	Same as any other illness	Same as any other illness
Mental Nervous	Sames as any other illness	Sames as any other illness	Sames as any other illness	Sames as any other illness	Sames as any other illness
PAK LIFE	$45,000 PAK LIFE	$45,000 PAK LIFE	$45,000 PAK LIFE	$45,000 PAK LIFE	$45,000 PAK LIFE
PAK AD&D	$45,000 PAK AD&D	$45,000 PAK AD&D	$45,000 PAK AD&D	$45,000 PAK AD&D	$45,000 PAK AD&D

APPENDIX F
Placement, Layoff and Recall, and Evaluation of Teachers of Record

Decisions about placement, layoff/recall, and evaluation of a "teacher" under Revised School Code Section 1249, or who is assigned to students in any grades K to 12 as a teacher of record (Classroom Teacher) will be made as stated below. The parties agree that the procedures established in this Appendix constitute clear and transparent procedures as required under Revised School Code Section 1248.

A. **Placement of Classroom Teachers.** -The Superintendent or designee decides placement decisions, when a vacancy exists, and when a posting is made. Consistent with Revised School Code Section 1248, classroom teacher placement decisions will be made by the Superintendent or designee in their discretion based on the following clear and transparent factors:

1. Staffing the curriculum with the most effective and qualified teachers to instruct the applicable courses, grades, and school schedule.

2. Appropriate certification, approval, or authorization for all aspects of the assignment.

3. Classroom teachers must be fully qualified for all aspects of their assignments, as determined by the Board, based on documentation on file with the Superintendent's office, including:

   a. Relevant special training, other than professional development or continuing education as required by state or federal law, and integration of that training into instruction in a meaningful way;

   b. Length of service in a grade level(s) or subject area(s);

   c. Recency of relevant and comparable teaching assignments;

   d. Previous effectiveness ratings; or

   e. Compliance with state and federal law.

4. Length of service may be considered as a tiebreaker if a Classroom Teacher placement decision involves 2 or more teachers and all other factors distinguishing those teachers from each other are equal.

5. Probationary teachers are not allowed to grieve any aspect of the Teacher placement process. For Tenured Teachers , a grievance may only advance up to the Board level.

B. **Layoff/Recall of Classroom Teachers.**

6. Acting within the approved budget, the Superintendent is responsible for establishing the number and nature of teaching assignments to implement the

approved curriculum. If the Superintendent determines that insufficient funds are budgeted for the existing Classroom Teaching staff or that a reduction in Classroom Teaching staff is necessary due to program, curricular, or other operational considerations, the Superintendent will recommend to the Board the Classroom Teaching positions to be reduced. Prior to the issuance of layoff notices, the Hudson Education Association (HEA) will be given an opportunity to have a discussion with the district regarding the particular implementation of layoff procedures planned by the district.

7. Decisions about the reduction and recall of Classroom Teachers will be guided by the following criteria:

    a. Classroom Teachers must be properly certified, approved, or authorized for all aspects of their assignments.

    b. If a Classroom Teacher petitions for nullification of the teaching certificate or any endorsement, the teacher must promptly provide written notice of that petition to the Superintendent's office.

8. In addition, Classroom Teachers must be fully qualified for all aspects of their documentation on file with the Superintendent's office, including:

    a. Disciplinary record, if any;

    b. Length of service in a grade level(s) or subject area(s);

    c. Previous effectiveness ratings;

    d. Compliance with state and federal law.

9. Length of service may be considered as a tiebreaker if Teacher layoff/recall decision involves 2 or more teachers and all other factors distinguishing those teachers from each other are equal.

10. Classroom Teachers must provide the District with current information and documentation supporting the Classroom Teacher's certification and qualifications.

    a. Reduction and recall decisions will be based on the Classroom Teacher's certification and qualifications in the District's records at the time of the decision.

    b. A laid off Classroom Teacher must maintain current contact information (address, phone, and email address) with the Superintendent's office.

    c. Failure to maintain current contact information may negatively affect the teacher's recall.

11. Classroom Teacher reductions and recalls are by formal Board action.

12. Before the Board authorizes a Classroom Teacher reduction, the Superintendent or designee will notify, in writing, the affected Classroom Teacher of an opportunity to respond, either in person or in writing, to the proposed reduction.

13. The Superintendent or designee will provide written notice of reduction in force or recall decisions to each affected Classroom Teacher and Association.

14. Classroom Teacher Recall Process

    a. A Classroom Teacher is eligible for recall under this Appendix for 12 months from the date the District implemented the reduction in force.

    b. The Superintendent will first identify the academic level(s) or department(s) where a teaching vacancy exists.

    c. Before or in lieu of initiating the recall of a laid-off Classroom Teacher, the Superintendent may reassign teachers to fill vacancies in accordance with this Appendix.

    d. After or in lieu of any reassignment of existing teaching staff, the Superintendent may take either of the following actions to fill a vacancy:

        i Recall the laid-off Classroom Teacher who is certified and qualified for the vacancy, provided the Classroom Teacher was rated at least effective. If more than 1 laid-off classroom teacher is certified and qualified for recall to a vacant teaching assignment, the Superintendent or designee will fill the vacancy consistent with this Appendix; or

        ii Post the vacancy and consider all applicants if the Superintendent determines that the District's educational interests would be served and no Classroom Teacher on layoff meets the certification and qualification requirements of the position.

    e. The Superintendent or designee will provide written notice of the Board's recall decision to any recalled Classroom Teachers and will establish the time within which a Classroom Teacher must accept recall to preserve the Classroom Teacher's employment rights.

    f. A laid off Classroom Teacher who is offered an interview for a vacancy and who fails to appear at that interview forfeits all rights to recall and continued employment.

    g. A laid-off Classroom Teacher who is recalled and fails to accept recall by the time designated in the recall notice, or who does not report for work by the deadline specified in the recall notice after filing a written acceptance of recall with the Superintendent, will forfeit all rights to recall and continued employment unless the Superintendent, in the Superintendent's sole discretion, has extended the time limit in writing.

15. Probationary teachers are not able to grieve any aspect of the layoff/recall process. Tenured teachers may only advance up to the Board level.

C. **Teacher Evaluation.**

1. Evaluations - Beginning with the 2024-25 school year the negotiated performance evaluation system shall be the Charlotte Danielson evaluation tool and will include:

   a. specific performance goals identified by the teacher and approved by their supervisor to improve their effectiveness in the upcoming school year.

   b. an evaluation of the teacher's job performance with timely and constructive feedback.

   c. clear approaches to measuring student growth with relevant data on student growth.

2. Process - Classroom observations that are intended to assist in the year-end performance evaluation for teachers will be conducted as follows:

   a. The classroom observations used in the year-end evaluation must include a review of the teacher's lesson plan for the day of the observation and the state curriculum standard being used in the lesson.

   b. The observation must include a review of pupil engagement in the lesson that is observed.

   c. The classroom observations used in the year-end evaluation must include a review of the teacher's lesson plan for the day of the observation and the state curriculum standard being used in the lesson. Unless identified as a deficiency in performance within an existing IDP, teacher's will only be required to submit lesson plans to an administrator for the day(s) they are being observed to comply with the provisions of this Section.

   d. The observation shall be no less than twenty (20) consecutive minutes.

   e. There shall be notice of each planned observation date given to the teacher at least 1 of the two observations.

   f. A lesson plan will be given to the supervising observer within two (2) school days after to the observation.

   g. The post-observation meeting shall be held no later than ten (10) calendar days after the observation occurred. At the post-observation meeting, the teacher will be provided documented feedback.

   h. Beginning July 1, 2024, the annual performance evaluation system will assign a year-end rating of "effective", "developing" or "needing support".

i The use of student growth and assessment data as 20% of the year-end evaluation rating. For the purposes of classroom teacher year-end evaluation, student growth and assessment shall be measured using student learning objective metrics developed by the classroom teacher and approved by the school administrator.

3. A joint committee of Association members and administrators will meet no later than October 15th to discuss how to measure student growth and assessment data or student learning objective metrics to be considered for 20% of the evaluation. The meeting date will be established by the parties each year.

   a. The year-end evaluation determination and written feedback shall be delivered at a meeting with the observing administrator and the teacher no later than two weeks prior to the end of each year. In the event there is no year-end evaluation as described above, the teacher shall be deemed "effective" per the year-end evaluation determination.

   b. Beginning July 1, 2024, If a tenured teacher has been rated "effective", for three (3) consecutive year-end evaluations, they shall be evaluated every third year thereafter.

4. All teachers shall have the right to submit a rebuttal to their evaluation which will be included in their personnel file and attached to the year-end evaluation.

5. An Arbitrator, has jurisdiction to consider a grievance filed under the grievance process by a tenured Classroom Teacher with two (2) consecutive ratings of "needing support." Probationary teachers cannot grieve any aspect of the classroom evaluation process. An alleged violation of this evaluation process can only be grieved to the Board level.

APPENDIX G
DISCIPLINE

- For tenured teachers, discipline may be only issued for reasons that are not arbitrary and capricious and the parties subscribe to the concept of progressive discipline. The District reserves the right to apply disciplinary measures consistent with the severity of the infraction. Probationary teachers cannot grieve discipline. Tenured teachers may only grieve discipline up to the Board level.