MASTER AGREEMENT

Between

THE HESPERIA COMMUNITY SCHOOLS

and

THE HESPERIA EDUCATION ASSOCIATION

Effective August 1, 2024 - July 31, 2027

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ARTICLE 1

RECOGNITION

A. Collective Bargaining Unit. The Board hereby recognizes the Association as the exclusive bargaining representative for all regular professional employees of Hesperia Community Schools who are certified teachers employed as a classroom teacher, counselor or librarian, or who are professional counselors or librarians employed as a counselor or librarian, but excluding substitute teachers, per diem appointment teachers, non-regularly employed part-time teachers, and supervisors such as, but not necessarily limited to the athletic director, superintendents, assistant principals, and assistant teaching principals and all other employees of the Board of Education. The term "teacher" when used hereinafter in this Agreement shall refer to all employees represented by the Association in the bargaining or negotiation unit as defined above.

B. Negotiation Prohibition. The Board agrees not to negotiate with any teacher's organization other than the Association for the duration of this Agreement.

C. Negotiation Intent. It is the intention of the HEA to begin negotiations for the following school year's contract in a timely manner. HEA representatives or the Superintendent will request an initial meeting in January to discuss tentative meeting dates. Meeting(s) should be scheduled regularly until the contract for the following year has been agreed upon.

ARTICLE 2

TEACHER RIGHTS

A. Teacher's Personal Life. Teachers shall be entitled to full protection of the law. The Board and the Association agree the private life of a teacher is his/her own affair unless his/her conduct should adversely affect the performance of his/her teaching and/or other school-related duties.

B. Personnel File. The Board shall maintain a personnel file for each teacher. No information that arose in another school district prior to employment with the Board, other than information concerning the grant of tenure, shall be placed in a teacher's personnel file. A copy of all official correspondence from the administration and/or the Board shall be placed in the personnel file with a reference to said file on the letter. In addition, a copy of all materials shall be provided to the teacher at the time of the inclusion of the material into the personnel file. A teacher's signature on disciplinary materials shall not be interpreted as agreement with the disciplinary action. A statement to this effect shall precede the teacher's signature.

A teacher shall have the right to review the contents of his/her personnel file upon request, at a time mutually agreeable to the teacher and the Superintendent. A representative of the Association may, at the teacher's request, accompany the teacher in such review. In the event that there is disagreement over the content of any material in a teacher's personnel file, the teacher may submit a written statement for inclusion in his/her personnel file to explain his/her position concerning the material in dispute. In addition, a teacher who believes that material placed in his/her file is inappropriate or in error may seek to have the material changed and/or removed from the personnel file through the grievance procedure, including arbitration, provided just cause is shown for the change or removal.

C. Payroll Deductions. The Board shall make payroll deductions upon written authorization from teachers for deductions as set forth in the current H.E.A. authorization card or programs jointly approved by the Association and the Board.

D. Association Representation. A teacher may request that a representative of the Association be present when he/she is being reprimanded for an infraction of rules or deficiency in professional performance that will become a part of his/her personnel record. The principal shall inform said teacher of his/her right to representation.

E. Pay for Lost Time. A teacher engaged during the school day in negotiating on behalf of the Association with the Board or participating in an actual grievance hearing, including arbitration or appearance in court, shall be released from regular duties without loss of salary upon prior application approved by the Superintendent.

ARTICLE 3

BOARD RIGHTS

It is understood and agreed that the Board reserves and retains, solely and exclusively, all inherent and customary rights, powers, functions, and authority to manage the operations of the Hesperia Community Schools, and to establish and administer, without limitation, implied or otherwise, all matters not specifically and expressly limited by this Agreement. Among the retained rights of management included only by way of illustration and not by way of limitation are as follows:

1. Determine education policy, objectives and programs.
2. Manage and control its business, facilities, equipment and operations.
3. Determine the number and location or relocation of its facilities, buildings, departments or divisions.
4. Determine the number and evaluate the qualifications of employees, including the establishment of positions.
5. Direct the working force, including the right to hire, fire, promote, lay-off, evaluate, discipline, transfer and assign.
6. Determine management organization, its functions, authority and conditions of employment.
7. Determine all matters of financial policy and accounting procedures necessary for administration of the School District.
8. Adopt rules and regulations, including scheduling the hours of work for employees.

All such rights may be exercised by the Board without prior bargaining or notice to the Association and the Board's judgment in these areas shall not be subject to challenge; provided, however, that these rights shall not be exercised in violation of any specific provision of this Agreement.

ARTICLE 4

SPECIAL CONFERENCES

The Hesperia School Board and the Hesperia Education Association may meet at a convenient time to discuss various aspects of the Hesperia School and community. An agenda with written topics for discussion or information will be provided in advance of the meeting. It is expressly understood these discussions shall not constitute negotiations, but rather considered an exchange of ideas. It is also expressly understood that in some cases either the Board or the Association may wish to informally discuss a grievance at any point within the grievance procedure for the purpose of clarification or negotiation. This discussion may be designed to settle the grievance, but it will not exempt the Association from following the formal grievance procedure provided for herein unless the Board agrees in writing that in lieu of the informal talks, the grievance procedure will be extended until after the informal talks have been concluded.

ARTICLE 5

TEACHING CONDITIONS

A. Teacher Work Days. Teachers are contracted to work one hundred eighty (180) days of teaching, and two (2) days of in-service prior to the school year starting. We have no more than 27 days of late start to make up the rest of the Professional Days required. The calendar is attached as Appendix C.

B. Teaching Hours.

K - 4 Teachers:
Report Time - 7:45 am
Start Time - 7:50 am
End Time - 3:15 pm

5 - 12 Teachers:
Report Time - 7:45 am
Start Time - 8:00 am
End Time - 3:15 pm

The school day ends with the departure of the last regularly scheduled bus. Teachers are required to be in their respective buildings during this time unless otherwise excused by the building principal or the superintendent; provided, however, that teachers may leave the building during their duty-free lunch period with prior notification to the principal. A building principal may schedule one 45-minute staff meeting per month outside of the teacher day, with adequate prior notification. In the event a staff meeting is rescheduled, staff who are required to attend shall receive at least (5) work days notice of the meeting date except in an emergency that necessitates an earlier rescheduling of the meeting as determined by the superintendent.

A tentative agenda for any staff meeting shall be provided at least one school day in advance of a scheduled meeting. A teacher with dual building assignments shall only be required to attend nine (9) staff meetings per school year outside the regular teacher day. Generally, such teachers will attend the staff meeting in the building where they are scheduled for the majority of their instructional time, unless otherwise advised by the majority building principal**.**

C. Teaching Responsibilities. Teachers shall be responsible for attendance, pass slips, basic hall duty, assemblies, and other teaching-related duties during the teacher's teaching day assigned by the building principal, as well as classroom instruction. Teachers are required to attend the beginning of the year open house, and Fall and Spring conferences. **All other school events and/or after school activities are voluntary.**

D. Teaching Assignments. Teachers shall be given written notice of the subjects the teacher is tentatively to teach the forthcoming year no later than July 1 of the current school year. During the month of July, the Board agrees to release any teacher who desires such action.

E. Preparation Time. In the middle school and high school, a daily teacher preparation period shall be of no less duration than a class period to which the teacher is assigned. Teachers teaching less than a full class load shall receive preparation time on the following basis: assigned one or two class periods shall receive one-half class period of paid preparation time; assigned three, four or five periods shall receive one class period of paid preparation time.

Teachers who are assigned to special education classrooms may request released time during the school year for the purpose of completing paperwork and reports that are connected with their special education assignments. The request must be approved by the building principal and the work must be completed on school property during regularly scheduled working hours.

In the elementary level, preparation time may be used when instruction is being provided by a music or physical education or other special instructor (such as library) or appropriate substitute as long as elementary music and physical education and other special instructors are a part of the curriculum. In the event that elementary "specials" time is reduced, or eliminated, the parties will meet to negotiate the impact of the reduction with the understanding that elementary weekly teacher preparation (planning) time will be equal to the middle school / high school teacher preparation (planning) time. Teachers teaching less than a full class load shall receive preparation time on a pro-rata basis. Teachers may also use any recess time during which they are not on supervisory duty and daily an additional

fifteen (15) minutes of the student lunch period (excluding the teacher's duty free lunch time). The A.M. elementary recess shall be scheduled but at the option of each elementary teacher. The teacher can choose to not have his/her class participate in the morning activities. However, all elementary certified teachers will be assigned equitable A.M. and P.M. recess supervision duties and must do their assigned A.M. and P.M. recess supervision obligations on days assigned.

"CSR" based meetings, team meetings, or other staff meetings (including grade level/department and/or building) during a teacher's preparation time (planning time) shall be voluntary.

F. Duty-Free Lunch Period. Each professional employee shall be granted one half hour duty-free lunch time exclusive of conference or preparation periods for each school day. This thirty (30) minute uninterrupted period will be at the regular building lunch time. There may be exceptions if such exceptions are agreed to in advance by the teacher involved.

G. Class Size/Makeup. To ensure that high quality of education is the goal of both teachers and the Board, it is acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and school day should be directed at ensuring that the energy of the teacher is primarily utilized to this end. The District will seek to distribute students as equitable as possible among Elementary grades.

Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class size should be lowered whenever possible, and the Board will make every effort to maintain the following pupil-teacher classroom ratio.

Kindergarten & Grade 1	24 pupils
Grades 2, 3, and 4	27 pupils
Special Education	16 pupils
Middle School (5-8)	29 pupils
High School (9-12)	29 pupils
MS/ HS PE	38 pupils

(1) Upon request of a general education teacher the Teacher and the Administrator will meet to discuss whether the IEP special education and 504 program student ratio to general education students among the classrooms can be improved.

(2) Whenever the number of students exceeds the teacher/student ratio listed above in any class, the affected teacher will be paid an additional stipend for each student over the limit at a rate of $10.00 per day for Elementary and $2.00 per class period for Middle School and High School for each day that the additional student count is maintained in that classroom, and not on the basis of daily attendance.

(3) There will be a grace period of seven (7) calendar days at the beginning of the school year for the administration to adjust classes and during this time overages will not be paid. High School will also have another grace period of seven (7) calendar days at the beginning of the second semester and during this time overages will not be paid.

(4) Stipends for excess enrollments will be paid to the teacher in a lump sum at the conclusion of each semester. Teachers shall maintain accurate enrollment records which are subject to administrative verification prior to payment.

(5) It is further understood that the student classroom limit and above stipends are not applicable to traditional large group formats such as band and choir.

H. Classroom Aides. Classrooms will have distributed aide time based upon the needs of each particular classroom as assessed by the building principal.

I. Technology Classes.Technology classes shall be limited by the number of teaching stations available, except additional students may be included upon mutual agreement between the teacher and the principal and the Association. In these class situations that are overloaded the administration will recognize that classroom management may be more challenging.

J. Media Center Specialist. The Media Center Specialist shall not teach a regularly scheduled class during the school day unless financial considerations require a specific assignment reducing the media center position to less than full-time.

K. School Improvement/Building Improvement. Teachers may volunteer to work on those assignments designated by the Board of Education. Such assignments may include school improvement projects, PA 25 requirements; and other tasks related to the school curriculum. The assignments will be on a voluntary basis and approved by the Superintendent of Schools. Participation or non-participation shall not be used as a criteria in evaluation. Each assignment will be reimbursed at the PD rate, ⅓ of the current sub rate per hour, paid at the end of each school year.

The parties recognize that the terms and conditions of the Collective Bargaining Agreement will govern with respect to wages, hours, and other conditions of employment and that those terms shall not be altered or modified through any school improvement or district committee process outside of the negotiation process and absent written mutual agreement and ratification by the parties.

L. Lesson Plans. Lesson plans are a vital part of teacher preparation and instruction, Teachers shall not be required to turn in weekly lesson plans. The exception to this provision shall be the teacher(s) who is on an individual development plan (I.D.P.) that requires lesson plans to be submitted to the principal. It is the teacher's responsibility to have lesson plans for the current work week available for potential substitutes in their classrooms and for review at any time by their building principals. In the event that a teacher is on an extended paid leave of absence, weekly lesson plans for a substitute may be required to be turned in ahead of time for the first week of absence. It is agreed that should any individual or party other than the building principal seek to review a teacher's lesson plans, the affected teacher(s) and the building principal will work together to accommodate these requests.

M. IEPC/CST. Attempts shall be made to schedule IEPC's/CST (Child Study Teams) during the regular school day. When this is not possible, these may be scheduled immediately before or after school and the teacher shall participate unless excused by the building principal or the Special Education Supervisor. Teachers shall not be expected to attend IEPC's during a regularly scheduled duty-free lunch. If an IEPC is scheduled before or after school hours during a school year, the teacher will be paid at the established school improvement team hourly rate. If an IEPC is scheduled on days when school is not in session, the teacher will not be required to attend. If the teacher chooses to attend, the teacher shall be paid the established school improvement team hourly rate for each hour the teacher is in attendance.

ARTICLE 6

PEER OBSERVATION / MENTOR

Any teacher may request peer observation for the purpose of seeking professional assistance.

1. The principal may appoint a peer mentor for any tenure teacher working under an improvement plan if requested.

2. The principal may appoint a peer mentor to assist a peer if deemed necessary and shall appoint one if requested by the probationary teacher.

3. The principal, teacher, and tenure/peer mentor shall mutually set a time for peer observation if the tenure/peer mentor cannot observe during his/her non-assigned teaching time.

4. Reports of peer observation need not be made in writing.

ARTICLE 7

TEACHER INPUT

Teachers will be allowed input in the selection of educational materials. During the term of this Agreement, the administration and the Association shall meet to discuss and formulate a curriculum council.

ARTICLE 8

CONTINUITY OF OPERATIONS

Nothing in this Agreement shall require the Board to keep schools open in the event of severe inclement weather or when otherwise prevented by an act of God. When schools are closed, teachers shall not be required to report for work. Teachers shall be paid for all such periods.

ARTICLE 9

SENIORITY

A. Probationary Period. All newly hired teachers will be required to serve a probationary period in accordance with the Teacher Tenure Act; provided, however, that the Board in its discretion may waive the probationary period for any newly hired teachers who had previously achieved tenured status in another Michigan school district.

B. Seniority Defined. Seniority shall be defined as the length of continuous service with the Board as a member of the bargaining unit from the last date of hire. The last day of hire shall be the teacher's first workday or the date of Board action, whichever comes first. Leaves of absence pursuant to this Agreement shall not constitute an interruption in continuous service. However, effective September 1, 2011 any unpaid leaves of absence initiated for the purpose of medical leave or any lay-off shall continue to accrue seniority, and a teacher's seniority will be frozen upon the date the teacher initiates any other unpaid leave of absence of more than forty-five (45) work days pursuant to this agreement. The teacher's seniority accrual shall resume and continue to accrue upon return from the unpaid leave**.** In the event of a common seniority date, seniority shall be determined by a random drawing held the first teaching day after commencement of employment. All concerned parties shall be entitled to be present at such drawing. Credit given for prior teaching experience in other school districts shall not be considered for the purpose of accumulating seniority.

C. Seniority List. A current seniority list by K-12 shall be prepared by the Board and transmitted to the Association by October 31 of each year. Accompanying the name of each teacher on the list shall be the date of last hire and each teacher's certification. In the event that the Association disagrees with the seniority list, the dispute shall be resolved in accordance with the grievance procedure.

ARTICLE 10

LAYOFF AND RECALL

A. Pay While on Layoff. During a period of layoff said employee shall not be entitled to any pay or fringe benefits at the Board's expense.

B Reimbursement of Unemployment. If an HEA member or any teacher is laid off during the summer months, collects unemployment, and is recalled to work for the following school year without any reduction or loss of pay, then the employee will reimburse the district for the total amount of unemployment benefits paid during the summer. The reimbursement will be made through adjustments of the teacher's payroll on a prorated basis over the next school year.

ARTICLE 11

TRANSFERS AND ASSIGNMENTS

A. Permanent Vacancies. Whenever any permanent vacancy exists in a teaching or extracurricular position in the district or if a vacancy shall occur, the Board shall publicize the same by giving written notice of such vacancy to the President of the Association and provide for posting on the bulletin boards in the teachers' lounges. The vacancy will remain posted for a period of five (5) working days and will not be permanently filled until the expiration thereof.

B. Filling Vacancies. Teachers desiring to be considered for a vacancy declared by the Board shall apply in writing to the Superintendent's office within the five (5) day posting period. Teachers who apply for a vacancy for which they are certified but do not receive assignment to that position will be provided the reasons that they were not selected for the vacancy, and upon request shall be granted a personal interview with the Superintendent to discuss the reasons.

C. Involuntary Teaching Position Transfers. If the transfer is not voluntary, the teacher shall be provided reasons for the transfer from the Superintendent and upon request shall be granted a personal interview with the Superintendent to discuss the reasons for the transfer.

D. Letter of Intent. The Board may furnish each teacher with a letter of intent to return, retire, or terminate his/her employment at a time determined to be appropriate for planning each year of this contract. These letters shall be signed and returned not later than a date established on the notice. A letter of intent does not constitute a contractual agreement with the Board for the coming year. On the letter of intent will be a section worded as follows:

I, ____(name)____, request consideration for an opening which may occur in ___(grade/subject)__, between now and the beginning of the ensuing school year.

Summer notification shall be by certified, registered mail, return receipt requested. The teacher shall respond to the administration within five (5) days of the date of receipt of said letter. All applicants for a position shall be notified by the Board when a position is filled.

E. Promotion to Administrative Position. The Board reserves the right to promote on the basis of its own judgment of qualifications and also to hire new administrative employees for any opening or vacancy.

ARTICLE 12

GRIEVANCE AND ARBITRATION PROCEDURE

A. Definition of a Grievance. A grievance shall be defined as a complaint by any teacher, group of teachers, or the HEA believing that there has been a violation, misinterpretation or misapplication of any provision of this Agreement or any existing rule, order, regulation or policy established by the Board or school administration, relating to wages, hours, terms or conditions of employment. Complaints or problems that are not grievances as defined above shall be processed in accordance with the grievance procedure, but excluding arbitration.

B. Grievance Form. The grievance form shall be prepared by the Association in a form which coincides with the Grievance Procedure established in this Agreement.

C. Grievance Procedure. The Board hereby designates as its representative for purposes of adjusting grievances the building principals and the Superintendent of Schools. All grievances shall be handled in the following manner:

Step 1. Oral Procedure. An employee with a complaint shall discuss the matter with the employee's building principal within ten (10) working days from the time of the occurrence of the events giving rise to the complaint or within ten (10) working days from the time that the employee involved first knew or could have known of the facts giving rise to the complaint. The Association and the Board may have non-employee representatives at this meeting. The employee's building principal will endeavor to give an oral answer to the complaint within five (5) working days of the discussion with the employee concerned. Every effort shall be made to settle the complaint in this manner.

Step 2. Written Procedure – Principal. If the complaint is not satisfactorily settled in the Step 1, Oral Procedure, the complaint shall be reduced to a written grievance within ten (10) working days from the time of the giving of the building principals oral answer in Step 1. The grievance shall be signed by the employee and shall indicate the section or sections of this Agreement in dispute and shall adequately set forth the facts giving rise to the complaint. The grievance shall be submitted to the building principal. The building principal, the employee involved, and a member of the Association's Grievance Committee if requested by the employee, may discuss the grievance. The Association and the Board may have non-employee representatives at this meeting. A request for a member of the Association's Grievance Committee to participate in the discussion of a grievance shall be made by the employee to the building principal, who shall make proper arrangements as soon as possible. The building principal shall place a written disposition upon the grievance within five (5) working days following the date the grievance was submitted at this step and return it to the employee. A copy of the written disposition shall be provided to the Association.

Step 3. Written Procedure – Superintendent. If a grievance is not resolved in the Step 2, Written Procedure, the grievance may be submitted to the Superintendent within five (5) working days after receipt of the building principal's written disposition in Step 2. The Superintendent, the employee involved, and a member of the Association's Grievance Committee shall meet to discuss the grievance. The Association and the Board may have non-employee representatives at this meeting. The Superintendent shall place a written disposition on the grievance within ten (10) working days following the date the grievance was submitted at this Step, and return it to the employee. A copy of the written disposition shall be provided to the Association.

Step 4. Written Procedure – Board. If a grievance is not resolved in the Step 3, Written Procedure, the grievance may be submitted to the Secretary of the Board within five (5) working days after receipt of the Superintendent's written disposition in Step 3. The Board, the employee involved, and a member or members of the Association's Grievance Committee may meet to discuss the grievance. The Association and the Board may have non-employee representatives at the meeting. The Board shall make a final written determination on the grievance within twenty (20) working days following the date the grievance was submitted at this Step, and return it to the employee. A copy of the written disposition shall be provided to the Association.

D. General Application Grievance. All grievances of a general nature affecting teachers at more than one level may be initiated by the Association at Step 3 of the grievance procedure within ten (10) working days from the time of the occurrence of the events giving rise to the complaint. All such grievances shall be signed by a member of the Association's Grievance Committee, shall indicate the section or sections of this Agreement in dispute, and shall adequately set forth the facts giving rise to the complaint.

E. Arbitration. If the Association is not satisfied with the disposition of the grievance at the Board level, it may submit the grievance to arbitration by filing a request for arbitration with the American Arbitration Association within thirty (30) days following the receipt of the Board's written disposition in Step 4 of the grievance procedure. The Association shall also advise the Board of its intent to arbitrate the grievance contemporaneously with its request for arbitration. If the Association does not request arbitration in the manner or within the time limits established herein, the particular grievance shall be considered settled on the basis of the Board's last disposition and shall not be arbitrable.

F. Non-Arbitrable Grievances. Notwithstanding any other provision of this Agreement, the dismissal or demotion of a tenured teacher is not arbitrable. In addition, the termination of services or failure to reemploy any probationary teacher is subject to advisory rather than binding arbitration.

G. Selection of Arbitrator. The arbitrator shall be selected from a panel of arbitrators submitted by the American Arbitration Association in accordance with its rules. The fees and expenses of the arbitrator shall be shared equally by the Association and the Board. Each party shall pay the fees, expenses, wages and any other compensation of its own non-teacher witnesses, representatives and legal counsel.

H. Arbitrator's Powers. The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written, shall be limited to interpretation of contract language in the area of teacher evaluation. The arbitrator shall have no power or authority to amend, alter or modify this Agreement either directly or indirectly. If the issue of arbitrability is raised, that question must first be decided before the arbitrator may be permitted to hear the merits of the grievance.

I. Arbitrator's Decision. The arbitrator's decision shall be final and binding upon the Association, the Board and the employees in the bargaining unit; provided, however, that either party may have its legal remedies if the arbitrator exceeds the jurisdiction provided in this Agreement.

J. Arbitration After Termination of Agreement. After the expiration of this Agreement, the Board shall continue to be obligated to arbitrate grievances arising during the term of this Agreement which were timely filed prior to the expiration of this Agreement.

K. Time Limits. The time limits established in the grievance procedure shall be followed by the parties hereto. If the time procedure is not followed by the Association or the employees represented by the Association, the grievance shall be considered settled on the basis of the Board's last disposition. If the time procedure is not followed by the Board, the grievance shall automatically advance to the next step, but excluding arbitration. The time limits established in the grievance procedure may only be extended by mutual agreement in writing, and the period of extension must be specified in that written agreement.

L. Time Computation. A working day under the time procedures established in the grievance procedure shall mean calendar days excluding Saturdays, Sundays and other days that school is not in session; provided, however, that weekdays during scheduled summer vacation periods shall be considered to be working days.

ARTICLE 13

PERSONAL LEAVES OF ABSENCE

A. Personal Leave of Absence. Requests for a personal leave of absence shall be submitted in writing to the teacher's building principal at least five (5) working days in advance of the date of the requested leave of absence. All requests shall state the reason for the leave and must be signed by the employee. Leaves of absence for personal reasons shall be granted in accordance with the following:

1. Leave Without Salary. Leaves of absence for up to five (5) days may be granted by the Superintendent, whose approval shall not be unreasonably withheld. In the event that a teacher requests more than five (5) days of unpaid leave in any school year, the approval of such leave shall be at the discretion of the Superintendent. The daily salary rate shall be deducted for each day of personal leave of absence, and the teacher shall have the daily benefit rate deducted for all absences under this subsection in excess of five (5) days in any one school year. The deduction of the daily salary rate, and daily benefit rate, if any, shall be made in the pay period immediately following the personal leave of absence. Except for emergencies, unpaid leave cannot be used to extend holiday or vacation periods.

2. Leave Without Salary or Benefits. Any teacher desiring a leave of absence for longer than five (5) days may be granted such a leave by the Board, whose approval shall not be unreasonably withheld. All such leaves shall be without salary or benefits, and no teacher may be on a leave of absence under this subsection beyond the end of the school year during which the leave commenced. The commencement date and return date shall be specified in the grant of the leave of absence. Teachers who desire to return prior to the scheduled return date shall do so with Board approval. A teacher returning after a leave of absence may at the Board's discretion be returned to his/her position or will be assigned to a position for which the teacher is qualified and certified. A teacher who does not intend to return to employment after such leave shall notify the Board at least thirty (30) days prior to the date scheduled for return to work.

B. Leave With Pay and Benefits. A teacher will be allowed three (3) days per school year for business, personal or professional activities with full pay. Notice for these days will be submitted in writing at least 48 hours in advance of the leave, to the building principal, except in an emergency when the waiting period will be waived. This information will also be documented electronically by the teacher through the current online substitute placement forum.

1. The teacher will submit the request in writing and sign the Personal Leave Request Form. The teacher will then deliver the form to the building principal. In an emergency, the teacher will fill out a notice on the first work day when the teacher returns to work.
2. Two of the 3 days can be used to extend a holiday/break, but only one may be used per holiday/break. (see #4)
3. Unused personal days in this section will be added to the teacher's unused sick days at the end of the school year.
4. A teacher planning to use personal time to extend a holiday/break must submit a request **3 weeks prior** to the date requested for approval.

C. Family and Medical Leave.

1. A leave of absence of up to twelve (12) weeks during any twelve (12) month period, as defined in the Federal Family and Medical Leave Act of 1993, shall be granted to any employee who has worked a minimum of 1250 hours in the preceding twelve (12) months, pursuant to the federal act, for any of the following purposes:
   a. The birth or placement for adoption or foster care of a child;
   b. Because of a serious health condition of a spouse, son, daughter or parent of the employee (as defined in the FMLA of 1993);
   c. Because of the employee's own serious health condition;
   d. The care of a child under the age of 18, or older child incapable of self-care because of mental or physical disability.
2. At the option of the employee, a family leave may be taken on an intermittent or reduced schedule basis. In the event that an employee must be transferred in order to better accommodate recurring periods of leave, all the transfer language within this Agreement shall apply.
3. During the 12-week leave, the employer shall continue all health benefits normally provided to the employee. Unless noted otherwise in this provision, all other provisions of this unpaid leave article apply during all unpaid portions of this family leave.
4. The employee may choose to utilize paid sick leave or paid personal leave for all or part of the duration of the Leave.
5. A pregnant employee may commence the family leave before or after the birth of her child, at her option. The family leave is available to the bargaining unit member at the termination of her disability benefits, at the option of the employee. The employee may terminate the leave anytime after the birth of the child or in the event of the death of the child.
6. Upon return from leave, the employee shall be returned to the same position and rate of pay held by the employee at the beginning of the leave.

ARTICLE 14

SICK LEAVE

A. Sick leave for the personal illness and/or disability of all professional employees may accrue at the rate of 10 days per year for a work year of 36 through 41 weeks, 11 days for 42 through 46 weeks, and 12 days for 47 weeks and shall continue to accumulate to 90 days.

B. All personnel shall be entitled to all of his/her accumulated sick leave on the first official day of school, even though he/she may be unable to report for duty on that day. However, in this instance, upon request of the Administration, he/she must present a statement from his/her attending physician. The first official school day is to mean the first day for which salary is paid. He/she shall receive his/her pay currently along with all other employees.

C. Days grandfathered over 50 as of June 30, 1987 shall be used after the annually accumulated twelve (12) days are used.

D. At the end of each school year, employees who worked 10 years or more for the district will be eligible for a payout of $60 per unused sick days exceeding 90. Upon retirement or resignation, each day accumulated in leave time will be paid at a rate of $60 a day.

In case of death, the monetary value of any unused sick days will be paid in a lump sum to the survivor/spouse named by that employee. Such payments shall be computed by multiplying ½ the number of unused compensable leave days by the employee's per diem salary rate.

E. Teachers may utilize paid sick leave/personal business leave when they are incapacitated due to personal illness and/or disability. Personal illness and/or disability shall include self, spouse, parents (or one who has stood in that relationship), and minor and/or dependent child. In the event that a teacher is abusing sick leave or uses ten (10) consecutive sick leave days, the Board may require that medical verification be provided from the attending physician or practitioner.

F. A teacher who has exhausted all of his/her sick leave may apply in writing to the Board of Education for a leave of absence without pay for the duration of the illness or disability up to the balance of the school year. The teacher may request an extension or renewal of the leave in writing, provided that such a renewal or extension shall be in the sole discretion of the Board of Education. The Board shall set the beginning and ending date of the renewal leave of absence. The teacher shall notify the Superintendent at least thirty (30) days prior to the expiration of the leave of his/her intent to return.

G. If the Board has reason to believe that the employee is not ready to return to work, the Board may ask the employee for a second medical opinion. If this cost is not covered by MESSA, the Board will pay the cost of the second opinion. The employee shall pick one of up to three physicians selected by the Association President and the Superintendent.

H. A teacher shall notify the Board of the need to utilize paid sick leave as far in advance as possible.

I. Disability association with pregnancy, miscarriage, abortion or childbirth shall be treated as any other disability.

J. Teachers who incur a work-related injury for which they are receiving Workers' Compensation benefits may utilize accrued paid sick leave days charged to the teacher's sick leave account on a pro rata basis, to maintain the difference between the teacher's net take home pay and the Workers' Compensation benefits received. It is agreed between the parties that this use of paid sick leave is not a wage continuation program as that term is utilized in the Workers' Compensation Act. In the event that this use is claimed to be a wage continuation program by the Board's Workers' Compensation carrier, the parties agree to renegotiate this subsection.

K. Upon request by staff covered under this agreement, the district and association may establish a letter of agreement for the purpose of allowing members to voluntarily donate sick days to other members in times of medical need. Any sick days donated by one member to another shall be transferred on a 1:1 basis (i.e. one sick day donated is equal to one sick day received). Any and all agreements are subject to superintendent approval.

ARTICLE 15

CHILD CARE LEAVE

A leave of absence without pay or benefits will be granted for the purpose of care of a newly born child or newly adopted child. Such a child care leave may commence upon two weeks written notice to the Board, but may not commence later than twenty (20) working days after the birth or adoption of a child. All such leaves shall terminate at a date established in advance by the Board, which may not be later than the commencement of the second school year after the birth or adoption of the child.

ARTICLE 16

BEREAVEMENT LEAVE

Each bargaining unit member in the Hesperia school system is allowed five (5) days emergency leave in case of death in the immediate family (wife, husband, child, mother, father, mother-in-law, father-in-law, sister, brother, grandparents, or one who has stood in that relationship as determined by the teacher, for each occurrence. Up to one (1) day (non-accumulative) per year shall be allowed for attendance at the funeral service of any person whose relationship to the teacher will warrant such attendance. In the event the above days are not sufficient, additional days may be used from personal business or sick leave with approval of the Superintendent. The five (5) days emergency leave provided for the above shall also be **non-accumulative**.

ARTICLE 17

JURY DUTY/SUBPOENA LEAVE

Any teacher called for jury duty or who is subpoenaed to testify during school hours in any judicial or administrative matter (excluding cases in which the teacher is a party in interest) shall be paid the difference between compensation received for such duties and his/her salary, excluding travel allowances or reimbursement of expenses, for such time spent on jury duty or giving testimony without deduction from leave days. This clause shall not apply for any teacher in excess of thirty (30) days in any contract year.

ARTICLE 18

SABBATICAL LEAVE

Sabbatical leaves may be granted in accordance with Section 380.1235 of the School Code of 1976, as amended. During the sabbatical leave the bargaining unit member will be considered to be in the employ of the school district. The Board agrees to pay the insurance costs of the teacher on an approved leave under this article. The insurance coverage would be no more than the coverage issued to the teacher the previous year. The teacher may opt for the cash payment equal to the sum of the insurance premiums instead of having the coverage.

ARTICLE 19

ASSOCIATION LEAVE

A. The Board shall grant released time to designated representatives of the Executive Committee of the Association to be used for Association business connected with the NEA, MEA and HEA. The released time shall not exceed ten (10) days per school year. An additional ten (10) days of Association leave per school year is available as released time provided the employee requesting such time is a member of the MEA or NEA Board of Directors.

B. The Association will notify the Superintendent of Schools in writing when Association days are needed. The notification shall include the designated representative of the Association and shall be signed by an officer of the HEA.

C. The Board shall be reimbursed by the Association for the cost of substitute pay for the released time used by the Association member employed by the Board, if a substitute is needed.

ARTICLE 20

MILITARY LEAVE

Military leaves of absence shall be granted in accordance with applicable federal and state law. Teachers on military leave shall be given the benefit of any increments and sick leave allowances which would have been credited to them had they remained in active service to the school system.

ARTICLE 21

PROFESSIONAL COMPENSATION

A. Annual Salaries. The salaries for teachers covered by this Agreement are set forth in Schedule A, which is attached to and incorporated into this Agreement. The salary levels established in Schedule A are based upon employment and work on a full day's schedule for a full school year. A teacher who works less than a full school year shall receive a pro rata salary determined by the number of days actually worked to the number of days required for a full school year. A teacher who works less than a full day's schedule shall receive a pro rata salary determined by the number of hours worked to the number of hours in a full day's schedule.

B. Interpretation of Schedule A. Teachers shall be entitled to annual salaries under Schedule A in accordance with the following:

1. Steps. Each salary step shall represent one full school year of employment with the Board. Advancement from one step to the next shall be automatic during the term of this Agreement upon completion of a full school year of employment with the Board. For purposes of this paragraph only, a full school year of employment is defined as one school year in which the teacher actually works more than one half of the number of calendared duty days in the school year. All new teachers will be hired at the base step; provided, however, that the Board in its discretion may hire a new teacher at up to Step 10 based upon that teacher's prior teaching experience in another school district.

2. Certificate Column. A teacher shall be placed on the proper column of Schedule A based upon receipt by the Superintendent of grade sheets, official transcripts or a copy of the degree establishing the teacher's qualification for that column. Advancement from one column to the next shall be implemented the pay period following receipt of the above mentioned official documentation by the Superintendent, and shall not be retroactive to the beginning of the school year. All degrees and credits must be earned at accredited institutions, on a planned program, or approved by the Superintendent in advance. No credits taken prior to June 30, 1987 shall be excluded.

C. Extra Duty Compensation. Regularly employed teachers (contractual) shall be compensated at a rate of ⅓ beginning of the year sub pay per hour while serving as a substitute or other extra duty activity that is of benefit to our students or school system. Some of these extra pay duties would include but are not limited to: substituting for another teacher, homebound teacher, tutoring, and covering Elementary specials. As an alternative to receiving the hourly pay rate for substituting or other extra duty (with the exception of lunch coverage) that is of benefit to our students or school system, a teacher may elect to accumulate compensatory time. The following guidelines will be followed:

1. Compensatory time will be rounded to the nearest 15 minutes.
2. Five hours of compensatory time equals one compensatory day.
3. No more than 3 days of compensatory time can be accumulated at one time. All days accumulated beyond three days will be paid at the compensated rate of ⅓ sub pay per hour to be paid at the end of the year.
4. Compensation days shall be used based on the availability of substitute teachers and on a first come, first serve basis for regularly scheduled school days. In the event a teacher wishes to use the compensation days prior to or after vacation periods, these days must be **pre-approved by the administration.**
    a. Compensation days prior to or after scheduled vacation days are limited to one person per building per vacation period. However, individual teachers may only use compensatory time

one time per year to extend the vacation period. He /she will not be considered more than once per year unless no one else in that building applies.

b. The compensation days must be applied for **3 weeks prior** to the date requested. This request must be in writing or email to the central office and a copy must be sent to the building principal.

c. If more than one teacher requests compensatory time for a given day prior to or after a vacation period, all names will be put into a drawing where randomly one person will be drawn and allowed this time. (See B)

d. Compensation days can be used multiple times per year when not attached to holiday/break periods.

5. The Central Business office will do all recording of compensatory time just as subbing on prep is currently recorded through the buildings' offices gathering signatures to show the time served.

D. Pay Periods. Payment of the salaries set forth in Schedule A shall be bi-weekly on the basis of 26 pays per school year. A teacher may elect to receive payment of the salary set forth in Schedule A on the basis of 21 pays per school year by filing a written request for such payment with the Superintendent prior to the Friday before the first payday in any school year. A teacher on 26 pays may elect to receive a lump sum payment of the 21st through 26th pays by applying in writing to the Superintendent in advance of the 21st pay day. The Board agrees to provide for lump sum payments unless it determines that such payments would cause a cash flow problem for the district.

E. Daily Salary Rate. In the event of deductions for absences on calendared duty days that are not covered by paid leaves of absence, the following daily salary rate shall apply:

$$\frac{\text{Contractual Annual Teaching Salary}}{\text{Teacher Duty Days}} = \text{Daily Salary Rate}$$

F. Daily Benefit Rate. In the event of deductions for absences on calendared duty days that are not covered by paid leaves of absence, the following daily benefit rate shall apply:

$$\frac{\text{Contractual Annual Benefit Cost}}{\text{Teacher Duty Days}} = \text{Daily Benefit Rate}$$

G. Covering lunch within buildings when needed/ requested by administration. In the event a teacher is needed to assist with coverage for lunchroom, hallway, or playground supervision during lunch periods, teachers shall volunteer and be paid ⅓ of the beginning of the year sub rate (proportionate to the hour) for their service. Coverage needed would be initiated by the administration after the HESPA additional work rotation list has been consulted. It is understood that under current HESPA language, they would be considered first for coverage when needed. However, as stated above, this would be open to teachers per administration request and granted on a first come, first serve basis. Changes in HESPA contracts that change their language regarding this issue will prompt notification to the HEA for changes in HEA contract language for Article 20 G.

*Per the agreement, the administration will send out an email asking for a list of volunteers at the beginning of each school year. Teachers may ask to be added or removed from the list at any time.

H. Severance Pay. After twenty (20) years of continuous service in the bargaining unit beginning with the last date of hire in Hesperia Community Schools, said teacher shall be entitled to a one (1) time payment of $35 for each year of service, payable upon severance.

I. Pay for Supervising a Student Teacher. The money paid by the students teacher's institution for the supervision of said student teacher shall be distributed to the specific supervising teacher to whom the student teacher is assigned. If more than one supervising teacher is involved, the money paid by the institution shall be divided among them based on the assignments. Only tenure teachers may supervise a student teacher. A building principal or potential supervising teacher may reject a student teacher.

J. Professional Development Compensation.

1. The Board will authorize the Superintendent to pay up to fifty percent (50%)* of the costs of tuition for graduate credits earned from accredited Michigan colleges or universities for course work approved in advance by the Superintendent of Schools. Course eligible reimbursement must qualify under an approved plan for an advanced degree or have a direct relationship with a teacher's certification or teaching assignment. Credit reimbursement shall begin for courses taken after September 1, 1993.

2. The Board will authorize the Superintendent to pay up to fifty percent (50%) or $95, whichever is greater, of the costs of registration fees for special training programs that issue State approved SCECH credits SCECH credits must be approved either by the State Board of Education or the Michigan Department of Education.

1 Clock Hour	**=**	**1SCECH**
30 SCECHs	**=**	**1 semester hour**
90 SCECHs	**=**	**a three credit semester class**

   The Superintendent shall approve programs in this subsection before reimbursement shall be made. Teachers receiving wages during such training shall not be eligible for credits in this subsection.

3. Training programs will be reimbursed at the rate of fifty percent (50%) of the costs of tuition or registration fees. All training programs must be approved in advance of training by the Superintendent, at which time expenses shall be determined. Teachers receiving wages from the employer during the training time shall not receive credit. This shall be the only exception to moving horizontally on the salary schedule.

   Skills training, other than accredited courses, is encouraged and teachers participating in approved specialized training shall receive one (1) semester credit for each twenty (20) hours of training. Credits shall be accumulated in the teacher's personnel file and shall be considered as horizontal movement on the salary schedule. Skill training, other than accredited courses, can be substituted for a maximum of six (6) hours of the thirty (30) hours credit required to teach each horizontal level superior to that certified or approved at initial employment.

K. Retirement Incentive. A teacher who has acquired at least twenty-five Earned Service Years the Michigan Public School Employees' Retirement System (MPSERS) and has worked for the Hesperia Community Schools for at least thirteen (13) continuous years, shall be entitled to participate in the following retirement plan:

25 years – the employee shall be eligible for $ 30,000
26 years – the employee shall be eligible for $ 25,000
27 years – the employee shall be eligible for $ 20,000
28 years – the employee shall be eligible for $ 15,000
29 years – the employee shall be eligible for $ 10,000
30 years – the employee shall be eligible for $ 5,000
31 or more years employees shall be ineligible for this plan

Before a teacher can participate in a retirement plan, the following conditions must be met:

1. The teacher must be actively employed by the school district at the time of application.
2. The teacher must submit his/her written letter of resignation at least sixty (60) days prior to the close of the school academic year. If a teacher elects to retire during the school academic year, his/her resignation must be submitted sixty (60) days prior to his/her last teaching day.
3. Teachers participating in the retirement incentive plan are limited to two (2) per school year. Additional participants may be approved at the discretion of the Board of Education.

Payout of the above retirement incentive shall be as follows.

1. The District shall pay each employee who resigns under this plan a lump sum payment of the applicable incentive within thirty days of the teacher's retirement, subject to withholding of taxes.
2. Upon the option of the employee the incentive payment can be divided into up to four equal installments to be paid over the next four years.
3. Applicable withholdings and taxes will be deducted from the payment amount(s) paid to the employee.

ARTICLE 22

INSURANCE

1. The Board shall furnish to all teachers the following insurance protection through December 2025 as provided within this agreement. The board and employee contributions are as follows:

   The district will contribute the following PA152 HARD CAP amounts toward medical insurance premium and HSA deductible contribution if applicable and the employee will contribute the balance of the medical insurance premium and applicable HSA contributions through payroll deduction with the option of doing so through the district's qualified 125 plan. The district will contribute the full premium for all other negotiated insurance premiums including, but limited to dental, vision, LIFE and long term disability for the plans outlined below.

   Effective January 1, 2025 the Board's total health insurance premium and HSA deductible contribution if applicable (for MESSA Choices, ABC 1, ABC 2, or Essentials plan coverage) will be limited to the annual statutory PA152 hard cap limitation amounts listed below. This hard cap premium contribution will be adjusted annually as established by PA 152 and any related applicable statute. Effective January 1, 2025, the PA 152 hard cap is:

   Family: $21,049.85
   2 Person: $16,141.28
   Single/ cash in lieu: $7,718.26

   A teacher may elect either:

   MESSA Medical Package with Choices $500/$1000 deductible, $20/$25/$50 OV/UC/ER, 0% coinsurance, Saver Rx

   OR

   MESSA Medical Package with ABC Plan 1, $1650/$3300 deductible, 0% coinsurance, ABC Rx, with Health Equity HSA account

   OR

   MESSA Medical Package with ABC Plan 2, $2000/$4000 deductible, 20% coinsurance, ABC 5 Tier Rx, with Health Equity HSA account

   OR

   Essentials by MESSA $375/$750 deductible, $25/$50/$50/$200 OV/SV/UC/ER, 20% coinsurance, EbM Rx,

   Medical benefits are packaged with the following MESSA Ancillary Benefits:

   Delta Dental - Class I , 80%; Class II, 80%; Class III, 80%; Classes I, II, III - $1250 annual maximum; and Class IV (orthodontic), 80% with $2150 lifetime maximum, and including internal and external coordination of benefits (COB). **The dental benefits renew on January 1st of each year.**

   MESSA Life Insurance @ $30,000 with $30,000 AD&D (to be paid to the teacher's designated beneficiary)

   Vision – VSP3 (with COB) Renewable on January 1.

   Long Term Disability – 66 2/3%

$5,000 maximum benefit/month

90 calendar days modified fill

Social Security Offset - Family

Freeze on offsets

Alcohol/drug – 2 years limitation of benefits

Mental/nervous – 2 years limitation of benefits.

Own Occupation: 2 years

Pre-Existing Conditions waived

Dental and Vision insurance shall cover the teacher's entire family.

2. **MESSA Ancillary Plans without MESSA Medical**

Cash-in-lieu (or MESSA Options) equal to the monthly single subscriber premium

for MESSA Choices

Vision – VSP3 (with COB) **the vision benefits renew on January 1 of each year.**

Delta Dental - Class I , 80%; Class II, 80%; Class III, 80%; Classes I, II, III - $1250 annual maximum; and Class IV (orthodontic), 80% with $2150 lifetime maximum, and including internal and external coordination of benefits (COB). The dental benefits renew on January 1.

MESSA Life Insurance @ $50,000 with $50,000 AD&D (to be paid to the teacher's designated beneficiary)

Long Term Disability – 66 2/3%

$5,000 maximum benefit /month

90 calendar days modified fill

Social Security Offset - Family

Freeze on offsets

Alcohol/drug – 2 years limitation of benefits

Mental/nervous – 2 years limitation of benefits

Own Occupation: 2 years

Pre-Existing Conditions waived

Dental and Vision insurance shall cover the teacher's entire family.

1. In the event a teacher has exhausted paid sick leave, the above-mentioned fringe benefits shall continue uninterrupted throughout the pro rata portion of the 12-month insurance year.
2. In the event a teacher is terminated or resigns during the school year, the insurance shall be continued until the teacher has received the pro rata portion of the 12-month insurance year earned at the time of the termination or resignation.
3. In the event a teacher dies during the school year, and providing the policy permits continued coverage, the Board shall continue payments until the beneficiary has received the pro rata portion of the 12-month insurance year earned at the time of the teacher's death. If the teacher dies after the completion of the school year, and providing the policy permits continued coverage, the Board shall continue payments until the beneficiary has received the pro rata portion of the 12-month insurance year earned at the time of the teacher's death.
4. Teachers assigned less than a full workload shall receive a prorated portion of the benefits of teachers assigned a full workload.
5. A teacher who is hired with an effective first work day after the first required work day of the school year shall be entitled to fringe benefits for a duration determined on a pro rata basis.

The Board shall make payment of insurance premiums for all persons to assure insurance coverage for the full 12-month period commencing September 1 and ending August 31, even though the teacher may not be returning the next school year.

The open enrollment period shall be jointly established by the Board, the Association and MESSA, including opportunities for summer pre-enrollment and fall open enrollment and whenever group or individual subsidy amounts increase or decrease affecting the benefit package.

The Association shall be responsible for providing insurance information including applications and claim materials.

ARTICLE 23

SCHOOL CLOSING

In the event school is closed due to an act of God, the teachers will make up only what is required by the State if the District falls below the State required days or if the District has less than the necessary hours (1098) required. The Board/superintendent will apply for a waiver from the state if the District falls below the required days/time. The teachers will make up the minimal time required whether it be a half-day(s), full day(s) or hours without additional compensation if the waiver is denied by the State. The superintendent and HEA president will meet to mutually work out an hour-day(s) agreement as needed.

ARTICLE 24

MENTORS

In accordance with PA 335 of 1993, Section 1526, for the first three (3) years of employment in classroom teaching, a probationary teacher (mentee) will be assigned one or more master teachers (retired or active) who will act as a mentor or mentors to the teacher. The administration will make assignments as follows:

A. Hesperia teachers may apply for a mentor assignment.

B. The administration will annually select mentors from the list of those teachers who voluntarily apply to mentor, and make an effort to match mentor teachers and mentees who are in the same area of certification or work assignment. The administration does reserve the right to appoint mentors from outside the bargaining unit if not enough teachers volunteer. No teacher will mentor more than two mentees.

C. Mentors will not be asked to participate in the direct supervision or evaluation of the mentee.

D. If the building principal, mentor or mentee find that the mentor/mentee relationship is not satisfactory, it can be severed at the end of the semester or year, by mentee, mentor or building principal.

E. The mentor/mentee relationship shall remain confidential. Neither shall be called upon to evaluate the other.

F. Training for the role of mentor shall be provided by the Board without cost to the mentor.

G. Hesperia teachers who serve as a mentor will receive a stipend of $200.00 per semester for each mentee assigned. For an assignment of less than a semester the amount will be prorated.

H. Upon application mentors shall be released from teaching duties for mentoring purposes one half day per semester provided that a substitute is available.

ARTICLE 25

TEACHER SUPPORT

A. In accordance with Section 1309 of the Michigan School Code, a teacher may remove a pupil(s) from class to a place designated by the administration when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation make continued presence of the student intolerable. In such cases, the teacher will furnish the principal or immediate supervisor with full particulars of the incident as soon as possible.

B. A teacher may recommend to the principal or designee, suspension and/or exclusion of such pupil(s) from his/her classroom or the teacher may exercise his/her right under the state "SNAP Suspension" law, to remove the student from his/her class for the remainder of the day. In the event the teacher uses the "SNAP Suspension" law (Act 451, Section 1309 of 1976) he/she must follow both district policy and the school code provisions regarding "SNAP suspensions."

C. In the event that a teacher is attacked or assaulted by a student, upon the teacher's request the board shall promptly confer with the teacher and an Association representative to develop a plan of action that minimizes the threat of future attack or assault. The board shall implement the plan as agreed between the parties. A follow-up conference shall be held within fifteen (15) days of the plan's implementation to assess the success of the plan and revise or modify it as needed.

D. Any cases of assault upon a teacher while he is engaged in the discharge of his contractual duties shall be promptly reported to the board or its designated representative. The board shall provide legal counsel to advise the teacher of his rights and obligations with respect to such assault and shall render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.

E. If any teacher is sued by reason of disciplinary action taken against a student, the board will provide legal counsel and render assistance to the defense of the teacher, provided the teacher's action was in conformance with the existing policy, within the scope of his/her authority.

F. Any complaints directed toward a teacher shall be promptly called to the teacher's attention. The complainant shall be identified before any complaint is entered in the teacher's personnel file. The teacher may attach a written response to the complaint which shall also be included in the personnel file.

ARTICLE 26

INTERNET/INTRANET USE LANGUAGE

A. Joint Committee. The parties agree to form a Technology Acceptable Use Committee, with Association and Administration representation or designee. This Committee shall consist of six (6) individuals, three (3) of whom shall be named by the Association and three (3) of whom shall be named by the Superintendent.

B. Teacher Web Pages

1. Teachers shall be responsible for the development, posting and maintenance of individual teacher web pages according to guidelines that comply with the provisions of the Master Agreement and are established and monitored by the joint technology use committee. Upon receiving suitable training and support each teacher may be required to set up a teacher web page that includes a district provided personal photograph, the teacher's name, grade level, subject(s) taught, or work assignment, and a brief statement from the teacher. Additional web page requirements will not be required unless they are adopted by a majority vote of the joint technology committee and adequate training, if applicable, is provided.

2. The district agrees that it will not post employees' personal information on the district's web site, and will not require bargaining unit members to include personal information on individual teacher web pages.

ARTICLE 27

MISCELLANEOUS

A. Captions. The captions used in each section of this Agreement are for the purpose of identification and are not a substantive part of this Agreement.

B. Severability. If any article or section of the Agreement or any addendum thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be ruled invalid by such tribunal, the remainder of the Agreement and addendum shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

C. **Term of Agreement. This Agreement shall be effective as of August 1, 2024 and shall terminate automatically on July 31, 2027.** The exception to this effective date shall be only the provisions of this agreement that are expressly referenced as retroactive to an earlier effective date. It is expressly understood that this agreement may not be modified orally and any agreements and letters of understanding of the interpretation of this contract shall be in writing and dated and signed by representatives of both the Association and the Board.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives on the date indicated below.

BOARD OF EDUCATION
HESPERIA COMMUNITY SCHOOLS

_____
Superintendent, Bryan Mey

_____
Board President, Al Daniels

HESPERIA EDUCATION ASSOCIATION

_____
HEA President, Roxanne Kammer

_____
HEA President, Louise Troughton

Date _____

SCHEDULE A 2024-25 & 2025-26

	Level	BA/BS	MA/ BA/BS+30	MA+30/ BA/BS+60
Non-Certified	3	44,426		
Certified Base	5	50,889	54,832	57,978
	6	53,009	57,178	60,459
	7	55,129	59,527	62,942
	8	57,250	61,873	65,423
	9	59,370	64,221	67,907
	10	61,491	66,570	70,390
	11	63,611	68,918	72,873
	12	65,731	71,265	75,354
	13	67,852	73,613	77,838
	14	67,878	73,641	77,867
	15	68,557	74,378	78,646
	16	69,242	75,121	79,432
	17	69,935	75,873	80,227
	18	70,634	76,631	81,028
	19	71,340	77,398	81,840
	20	72,053	78,172	82,657
	21	72,774	78,954	83,484
	22	73,502	79,743	84,319
	23	74,237	80,541	85,162
	24	74,980	81,346	86,014
	25	75,730	82,159	86,874

***There will be a wage opener to negotiate schedule A for the 2026-27 school year.**

SCHEDULE B-Extra Curricular

Activity	Level	Positions	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Football	Varsity	1	9	10	11	12	13
(min. 15 players per team)	JV	1	5.5	6.5	7.5	8.5	9
	Assistant	2	5.5	6.5	7.5	8.5	9
Basketball	Varsity – B	1	9	10	11	12	13
	Varsity – G	1	9	10	11	12	13
	JV – B	1	5.5	6.5	7.5	8.5	9
	JV – G	1	5.5	6.5	7.5	8.5	9
	Freshman	1	4.5	5	5.5	6	6.5
Wrestling	Varsity	1	9	10	11	12	13
	JV	1	5.5	6.5	7.5	8.5	9
Volleyball	Varsity	1	9	10	11	12	13
	JV	1	5.5	6.5	7.5	8.5	9
	Freshman	1	4.5	5	5.5	6	6.5
Baseball	Varsity	1	7	8	9	10	11
	JV	1	4	5	6	7	7.5
Softball	Varsity	1	7	8	9	10	11
	JV	1	4	5	6	7	7.5
Track (min. 9 per team)	Varsity – B / G	2	7	8	9	10	11
1-11= 1 coach	Asst.	1	5.5	6.5	7.5	8.5	9
12-17=1 coach/1 Asst.							
18+= 2 coaches							
40+=2 head coaches, 1 Asst.							
Cross Country	Boys and Girls	1	8	9	10	11	12
Asst. to the Varsity Cross Country and Middle School	Boys and Girls	1	4	5	6	7	7.5
Boys Golf	High School	1	7	8	9	10	11
Girls Golf	High School	1	7	8	9	10	11
Cheerleading	High School (per season)	1	4.5	5.5	6.5	7.5	8
Band	H.S. & M.S.	1	9	10	11	12	13
Chorus	H.S. & M.S.	1	1.5	2.5	3.5	4.5	5
Media Liaison	K-12	1	4	5	6	7	8
Yearbook	High School	2					
	Photography		4	5	6	6	6
	Business		4	5	6	6	6
Plays	High School	1	1.5	2.5	3.5	4.5	5
(2 per year)	(per play)						
	3 Act Musical	1	3.5	4.5	5.5	6.5	7
Robotics	High School & Middle School	1	4	4.5	5	5.5	6
Quiz Bowl	High School	1	1.5	2.5	3.5	4.5	5
Science Olympiad	High School		3	3	3	3	3
Chess Team	High School	1	1.5	2.5	3.5	4.5	5

** Conditions outside of the schools control resulting a drop in numbers for all schedule B items would result in the following:

If a season is canceled after the MHSAA start day, that coach would move to the other team for the remainder of the season, if applicable and if numbers allow. Other remaining coaches (where applicable), can join the other team with the understanding that the remainder of the season is under a volunteer status (without pay). Coaches released from duty would be paid at a per diem rate for service up to the cancellation.

SCHEDULE B
HIGH SCHOOL-Extra Curricular

Activity	Level	No. of Positions	% *
Class Sponsor	Senior Junior Sophomore Freshman	1 1 1 1	2 2 1 1
Helpers	Senior Junior Sophomore Freshman	1 1 1 1	1 1 .5 .5
Student Council	High School	1	2
National Honors Society	High School	1	2
Be Nice Leader	High School	1	1
Ski Club	High School	1	1
Showcase Coordinator	High School	1	2
Schedule B wages shall be calculated based on Level 5 of the BA/BS Salary BA/BS Salary Schedule A in effect at the beginning of the school year. Checks will be issued separate from payroll checks.			

SCHEDULE B
MIDDLE SCHOOL-Extra Curricular

Activity	Level	No. of Positions	% *
Writing Club	Elementary School Middle School	1 1	1 1
Math Club	Middle School	1	1
Class Sponsor**	Grade 5 Grade 7 Grade 6 Grade 8		1 1 1 1
Chess Club	Middle School	1	1
Quiz Bowl	Middle School	1	1
Basketball	Grade 7 Grade 8	1 1	4.5 4.5
Football	Middle School	1	4.5
Wrestling	1 team	1	4.5
Volleyball	Grade 7 Grade 8	1 1	4.5 4.5
Girls' Track	Grades 7 & 8	1	4.5
Boys' Track	Grades 7 & 8	1	4.5
Student Council	Middle School	1	1
Be Nice Leader	Middle School	1	1
Spelling Bee	Elementary Middle school	1 1	1 1
Science Olympiad	Middle School	1	3
SINE Coordinator	Elementary & Middle School	1	2
Schedule B wages shall be calculated based on Level 5 of the BA/BS Salary Schedule A in effect at the beginning of the school year. Checks will be issued separate from payroll checks.			

MIDDLE SCHOOL-Extra Curricular

**This total is to split among the sponsors. To qualify, each sponsor must have participated in two (2) or more extracurricular events involving those students.

SCHEDULE C-
2024-2025 CALENDAR

Hesperia Community Schools

2024-2025



August 24

Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

September 24

Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

October 24

Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

November 24

Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

December 24

Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

January 25

Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

February 25

Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

March 25

Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

April 25

Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

May 25

Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

June 25

Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

July 25

Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

August 25

Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

September 25

Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

1/2 Days

Holidays/Breaks

Parent/Teacher Conferences

End of Marking Period

PD Days/Open House

HALF DAYS-PD: 8/26, 9/11, 9/18, 9/25, 10/9, 10/23, 11/20, 12/4, 12/11, 12/18 1/8, 1/15, 1/22, 1/29, 2/5, 2/26, 3/12, 3/19, 4/23, 4/30, 5/7, 5/14, 5/21

RECORD (HALF) DAY: 1/15

1st Marking Period: 8/26-11/1
2nd Marking Period: 11/4-1/17
3rd Marking Period: 1/20-3/21
4th Marking Period: 3/24-6/6

Last Day of School: 6/6 1/2 Day

Flex Days: June 9-13

182 Teacher Days + 1 Day Open House
180 Student Days (149 full days + 31 half days)

SCHEDULE C-
2025-2026 CALENDAR

Hesperia Community Schools

2025-2026

August 25

Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

September 25

Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

October 25

Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

November 25

Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

December 25

Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

January 26

Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

February 26

Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

March 26

Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

April 26

Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

May 26

Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

June 26

Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

July 26

Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

August 26

Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

September 26

Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

- **1/2 Days**
- **Holidays/Breaks**
- **Parent/Teacher Conferences**
- **End of Marking Period**
- **PD Days/Open House**
- **RECORDS DAY (1/2 Day):** 1/21 & 5/20
- **Count Days**

Open House: August 21

1st Marking Period: 8/25-10/31
2nd Marking Period: 11/3-1/16
3rd Marking Period: 1/19-3/20
4th Marking Period: 3/23-6/5

Last Day of School: 6/5 1/2 Day

Flex Days: June 8-12

182 Teacher Days + 1 Day Open House
180 Student Days (150 full days + 30 half days)

FORMS

Payroll Deduction Authorization

I hereby authorize you, the payroll supervisor, to make regular deductions from pay in the following amounts:

Credit Union $_____

Tax Sheltered Annuity _____

MESSA, MEFSA, MEA Programs

Program _____ $_____

Program _____ $_____

Social Security Number: _____

Signature of Employee: _____

Name in Full: _____

Residence Address: _____
(street)

_____
(city, state and zip code)

Date: _____

Letter of Agreement between Hesperia Community Schools and Hesperia Education Association

The Hesperia Community Schools Board of Education and the Hesperia Education Association, hereafter referred to as "the parties," agree to the following conditions for the 2024-2025 school year regarding the donation of sick days to HEA member Amanda Paine for an upcoming absence.

The parties agree that Hesperia Community Schools teachers may volunteer sick days to their colleague, Amanda Paine, for use during the period of her leave beginning the week of March 3, 2025, once she has exhausted all sick and personal leave. These days will be used for Amanda to take leave, attend her son's appointments, assist with his recovery, and to accommodate him for any other medically necessary needs.

A designated HEA leader will assume the responsibility of collaborating with the Central Office to manage the roster of volunteers and the balance of voluntarily donated sick days.

This is a one-year agreement for the 2024-2025 school year with the specific purpose of accommodating Amanda Paine's family's medical needs.

*This is a non-precedent setting agreement.

HCS representative

HEA representative

Date 3/3/25

Letter of Agreement between Hesperia Community Schools and Hesperia Education Association

Between the Hesperia Community Schools Board of Education and the Hesperia Education Association

The Hesperia Community Schools Board of Education and the Hesperia Education Association agree to the following condition for the 2024-2025 school year:

Certified staff members Jerry Dent and Kori Hansen will be attending an overnight trip with students to Camp Newaygo. In recognition of their time and supervision outside of regular contract hours, each staff member will receive a $250 stipend.

This is a one-time agreement for the Camp Newaygo overnight trip during the 2024-2025 school year.

*This is a non-precedent setting agreement.

HCS representative

HEA representative

Date 4/18/25