MASTER AGREEMENT BETWEEN

HURON VALLEY SCHOOLS BOARD OF EDUCATION AND

HURON VALLEY EDUCATION ASSOCIATION, MEA/NEA

2025-2027

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PURPOSE

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

ARTICLE I - RECOGNITION

A. The Huron Valley Schools Board of Education, herein after known as the "Board" hereby recognizes the Huron Valley Education Association, MEA/NEA, hereinafter known as the "Association" as the exclusive bargaining representative as defined in Section II of Act 379, Public Acts of 1965 as amended for all K-12 teachers holding permanent, life, continuing and provisional certificates or their equivalent (endorsement, authorization or licensure) issued by the Michigan Department of Education, including Librarians, Media Specialists, Social Workers, Counselors, Special Education Teachers, Speech and Language Pathologists, School Psychologists, Literacy Coaches, Certified Student Activities Coordinators, Head Start Teachers, Great Start Readiness Program Teachers, Career Technical Education Teachers, Teacher Leaders, Staff Development Program Coordinator, Gifted and Talented Program Coordinator, Student Assistance Coordinator, Facilitator for Staff Development, and Alternative Education Program Teachers who work fourteen (14) hours or more per week; excluding all temporary teachers and others not specifically aforementioned, all Supervisors such as: Superintendent, Assistant Superintendent, Administrative Assistants, Administrative Interns, Director of Educational Projects and all area Community School Personnel while serving in that capacity, Athletic Director, Central Office Administrators, Principals, Assistant Principals as well as other classified administrators.

   All teachers hired under an alternative route to teacher certification program endorsed by the Michigan Department of Education will be acknowledged by the Huron Valley School Board of Education as members of the Huron Valley Education Association (HVEA) with full rights to the Collective Bargaining Agreement.

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

B. The designation of Huron Valley Education Association, MEA/NEA, is understood to be the official name of the Bargaining Agent for the employees listed in Section A of this Article. Acknowledgement of this organizational name does not indicate, imply or denote recognition by the Board of any teachers not employed by the Board.

C. The Board agrees not to negotiate with any other organization other than the Association for the duration of this Agreement. Nothing contained herein shall prevent the Board and/or

administration from hearing and discussing concerns with any member(s) of the bargaining unit provided, however, that the Board and/or Administration shall not engage in any negotiations with these bargaining unit members unless said members are empowered to do so by the Association.

ARTICLE II - BOARD RIGHTS, RESPONSIBILITIES, AND PROTECTION

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

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

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

B. The Board will attempt to prevent children from involvement in Association/Board controversies.

C. Except as set forth herein, all rules, regulations, policies, procedures and practices set forth by the Board shall remain in full force and effect and may be changed and up-dated from time to time, but in no way shall they be in conflict with the provisions set forth in this Agreement. The Board Policy Handbook will be available for teacher reference in each building, and an updated copy will be provided to the HVEA President for Association use.

D. During the duration of this Agreement, the Association agrees that it or the teachers shall not authorize, engage in, condone, or ratify any strike, which affects the normal operation of the Huron Valley School District. A strike shall be defined to include slowdowns, boycotts, picketing, work stoppages of any kind, including mass "sickness", and other concerted activities having the effect of interrupting work or interfering with the normal school business. In the event of any such violation of this Section, the Association shall endeavor to return the teachers to work as expediently and quickly as possible. It is understood however, that the Association shall not be held liable for any action of a teacher or a group of teachers when the Association has acted in good faith with this provision. Any teachers involved in a strike as herein defined may be subject to disciplinary action without recourse to the grievance procedure.

ARTICLE III - TEACHER RIGHTS

A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that all employees included under this Agreement shall have the right freely to organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiation, and other lawful concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board, as well as the Association, undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 379.

B. The Association and its members shall have the privilege of using school building facilities for meetings outside of school hours on the same basis as all other employee groups in the district, as established by Board policy.

C. Nothing contained herein shall be construed to deny or restrict to any teacher rights they may have elsewhere under this Agreement or under the Michigan General School Laws or other applicable laws and regulations.

D. Teaching salaries will be paid in twenty-four (24) equal installments on the 10th and 25th of each month. The schedule of pay dates for the year shall be published to teachers by the start of each school year. Pay days that would occur on a bank holiday or weekend will be paid on the week day immediately preceding the scheduled pay day. This provision (D) is contingent upon approval of all Huron Valley Schools bargaining units.

1. Regular school year teachers shall select one of the following pay options:
   24 installments, or
   20 installments; teachers selecting this option shall authorize same for the entire school year on a signed form on or before the date established by the Board.
2. All teachers shall receive their pay via direct deposit. Pay will be deposited electronically into the bank, credit union or financial institution of the employee's choice. Those employees who do not have such accounts will have their pay electronically sent to the district identified financial institution where they will receive

their total pay. Any fee or financial cost associated with the initial deposit to the financial institution or first withdrawal from the financial institution will be paid by the district. Payroll statements will be sent to the employee by electronic means.

E. Teachers may elect to have Association dues deducted directly from their paycheck. Payroll deductions for Association dues will be governed by the following procedures.
    1. Each teacher wishing to have Association dues withheld from their paycheck must submit a signed authorization form to the Association. This enrollment form for dues deductions will clarify to the member that their initial sign up for dues deduction needs to be completed by mid-August. The next payroll dues deduction sign up does not occur until the following August. All teachers hired after the start of the year will have the opportunity upon joining the Association to choose if they would like their Association dues withheld from their paycheck.
    2. The Association will provide the Business Office with the appropriate dues calculations to withhold from the teacher's paycheck. If the amount of a teacher's dues deduction changes during the school year, the Association will promptly provide the Business Office with the updated calculation and the change will be applied within fifteen (15) business days.
    3. Payroll deductions for dues collection will be made in eighteen (18) equal installments beginning with the second pay in September.
    4. The Business Office will process new requests for payroll deductions within fifteen (15) business days from receipt of the written request.
    5. The Business Office will process new requests for discontinued dues deductions within fifteen (15) business days from receipt of the written request.
    6. At each payroll cycle, the Business Office will provide the Association with a report of employee names and the amount of dues contributions deducted from each of their paychecks.

F. The Board agrees to make payroll deductions from the salaries of teachers, upon proper written authorization to do so from the teachers concerned, for the following:
    1. Direct Deposit
    2. Tax-deferred annuity plan premiums, including payroll deduction for all MESSA Programs.
    3. Other deductions approved by the Board after consultation with the Association.

    If a future court decision is made that allows voluntary PAC deductions to be made by public school districts, then "Voluntary MEA/NEA PAC contributions" shall be added to the above list.

G. The Board agrees to make available to the Association in response to reasonable requests all available information concerning the financial resources of the district, including, but not limited to: Annual audits, names and addresses of all teachers, salaries paid thereto and educational background and monthly financial reports, plus all public information.

H. The Association may have the privilege of using school equipment including computers, copy machines and audio-visual equipment at reasonable times. The Association shall compensate the district for the reasonable cost of all material and supplies as determined by the building principal in consultation with the Association.

I. The Association shall have the privilege of posting notices of activities and matters of Association concern on a teacher's bulletin board, which shall be provided in each building. The Association may use the district mail service and teacher mailboxes for communications; (an Association official shall be responsible for placing such notices in mailboxes). Materials for general distribution must be signed by the appropriate Association official and a copy be given to the building administrator, prior to distribution. Failure to abide by this provision shall be cause for the Association official to remove such material.

J. The Board agrees that it will not interfere with the rights of its teachers to become, or to refrain from becoming members of the Association; and that neither the Board nor its agents, nor the Association and its agents, will exercise discrimination, interference, restraint, or coercion against any teacher.

K. No teacher will be discriminated against by the Board because they engage in collective bargaining with the Board, institutes a grievance or complaint under this Agreement, or exercises their personal rights as a citizen. Further, the Board and the Association agree that no teacher shall be discriminated against with regard to their race, color, national origin, age, sex, marital status, or handicap.

L. Membership in the Association shall not be required for employment.

ARTICLE IV - TEACHER RESPONSIBILITIES

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

1. Careful daily preparation.
2. Participation in building and district-wide curriculum study.
3. Supervision of students outside the classroom is a shared responsibility of teachers and building administrators.
4. Participation in public-oriented activities of the school when it concerns a particular teacher, such as:
    a. Open houses,
    b. Public performances of children in plays, concerts, athletic activities or other extra-curricular activities. This provision shall be on a voluntary basis as long as there are a sufficient number of teachers available. If necessary, the building principal may assign teachers for each activity or function provided that teachers shall not be required to remain more than forty-five (45) minutes after the conclusion of such events. For purposes of this Section teachers shall not

be required to transport students in conjunction with their supervision of these activities.

5. Each principal may require the attendance of teachers at meetings of up to 45 minutes in length which are contiguous to the normal school day. With 14 days' notice, meetings contiguous to the normal school day may be up to 60 minutes in length.
6. All teachers are required to attend district-provided school safety training. Required safety training may be scheduled once each school year contiguous to the normal school day, with 45 days' notice and up to 120 minutes in length.
7. The assignment of the teachers for adequate recess coverage shall be on a rotating basis as established by the building administrators in consultation with their staffs.
8. Building checkout is complete when all report cards are submitted. Teachers have until 2:00 p.m. of the weekday following the last student day to submit their report cards.

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

B. Teachers are expected to comply with reasonable rules, regulations and directions adopted by the Board or its representatives which are not inconsistent with the provisions of this Agreement. A partial list of these duties shall include:
    1. Teachers will have readily available lesson plans for use by substitutes. Teachers shall also prepare and maintain written evidence of adequate planning which will enable principals to review such planning for the purpose of making constructive suggestions to improve teacher performance and to provide a continuous educational program.
    2. Teachers shall dress in a manner befitting their profession.
    3. It is the professional responsibility of each teacher to appreciate and understand the unique characteristics of each student as the child presents them to the teacher. It is assumed that the teacher will utilize their professional skills to enable each student to proceed along the continuum of educational endeavor. Although it is well recognized that some students learn with greater alacrity than others, it is assumed that all can be successful in achieving to a significant degree. Therefore, the teacher should be aware of the progress or lack of progress of each individual student.
    4. The Association will attempt to prevent children from involvement in Association/Board controversies.

C. When a teacher is unable to be in school on any given day, they shall contact the central office of the Board as early as possible, but in no event later than one hour prior to the time they are scheduled to report to school. The Board recognizes that there may be times when exact conformity to this requirement will be difficult. When there is a just reason for failure to give timely notice, no disciplinary action will be taken. However, any teacher who does not follow the reporting procedure without just reason shall lose pay for the day and be subject to disciplinary measures.

D. It is understood that district provided Professional Learning is an important required part of a teacher's responsibility. It is expected that teachers attend all scheduled Professional Learning. The information communicated at these meetings is integral to the operation of our buildings and to maintaining a high-quality learning environment. The building principal may require a meeting and/or documentation if a teacher has missed two Professional Learning sessions (early release, full day, ½ day) within a given school year. All teachers will be provided with attendance data (%) after each Professional Learning Day.

E. In order to provide continuing health protection for students and other school personnel, it shall be the policy of the Board that:
    1. The Board shall have the right to demand a clinical examination of health, at its expense, at any time the Board finds that such examination may be necessary. At the request of the teacher, the Board shall notify the Association.
    2. The time lost by teachers undergoing such clinical examination shall not be charged against their sick leave or deducted from their salary unless and until they are found to be unable to perform their duties.

F. Since meaningful parent conferences do not always take place on pre-scheduled days, teachers are encouraged to call or hold such conferences at any time during the year.

G. Teachers shall consider their employment with Huron Valley Schools and their obligation to students as their primary employment responsibility.

ARTICLE V - PROFESSIONAL PERFORMANCE AND ACCOUNTABILITY

A. It is recognized that professional persons are required to possess specialized knowledge, which results from long and intensive academic preparation. It is further recognized that actively engaged professionals must demonstrate the consistent and repeated ability to define their objectives and to measure their degree of success in satisfying those objectives. In as much as the primary objectives of teachers are related to the learning of those students assigned to them, it is necessary for teachers to define the objectives of their professional performance in terms of student learning and to provide the means of determining the degree of student learning that results. In recognition of the above, it is agreed that each teacher will develop performance objectives which shall be in terms of student learning.

B. It shall be each teacher's responsibility to provide opportunities to discuss educational objectives and student progress with parents of all children assigned to the teacher.

    To assist teachers with parental partnerships, the following communication plan will provide parents with information related to on-going student progress.

    Elementary
    1. In the fall, parents will have the opportunity to meet their child's teacher(s) during curriculum night and fall conferences at all grade levels.

2. Teachers will continue to provide communication to parents throughout the year. Within that communication, teachers will share that they are open to meet with parents face to face upon their request. Specific contact may be required of identified students receiving or in need of additional support.
3. Along with the 2nd quarter PRC, elementary teachers will send a communication to parents/guardians indicating that they are welcome to request a virtual, phone, or face to face spring conference at a mutually agreed upon time.
4. Coordinated guest teacher coverage will be provided for spring IRP's conducted during the school day.

Secondary

1. In the fall, parents will have the opportunity to meet their child's teacher(s) during curriculum night and fall conferences at all grade levels.
2. At the start of each course and at the beginning of 2nd semester, teachers will develop and provide a communication which includes an introduction and a course syllabus with expected course outcomes. Within that communication, teachers will share that they are open to meet with parents face to face upon their request.
3. Additionally, the 2nd semester communication will indicate that parents/guardians are welcome to request a virtual, phone, or face to face spring conference at a mutually agreed upon time.

The district will establish a communication plan for parents explaining assessment and how to interpret results to measure student progress. The communication plan will provide information to parents on how to obtain student progress related data at specific points throughout the school year.

C. Each teacher, upon request of the principal, shall have a conference to explain the teacher's educational objectives and method used for keeping parents informed.

D. In support of the responsibilities of the Article, the principles and expectations outlined in the Huron Valley Student Success and Achievement Initiative are recognized as a professional responsibility of all teachers. Teachers are expected to individually and collectively engage and support the Initiative principles and apply professional knowledge and skills to incorporate the Student Success and Achievement document principles and activities in their professional work. These principles and activities include, but are not limited to the following:
    1. The consistent delivery of the district's curriculum.
    2. Utilize best instructional practices to enhance teaching and learning.
    3. Manage and track the individualized learning of every student.
    4. Provide individualized plans for students underachieving in the four (4) core subject areas.
    5. Utilize data to improve student achievement.
    6. Individualize instruction to meet the instructional needs of students.
    7. Work in collaboration with other staff members to improve collective student achievement.

8. Work in collaboration with parents and other resource personnel regarding student success and achievement issues.

It is understood and mutually agreed that this Article V, Section D of the Master Agreement is intended to align and coordinate with other pertinent and appropriate sections of the Master Agreement and with other initiatives such as, but not limited to the Strategic Plan, Innovative Programming and Professional Development.

E. Enhancing student achievement is of primary importance for all district staff members. The Student Success and Achievement Initiative (SSAI) is mutually supported and is considered to be a priority responsibility for teachers and a priority for the district in terms of support for staff. To this end, the Student Success and Achievement Initiative Committee (SSAIC) is created.
   1. The SSAIC is charged with developing precise definitions, strategies, and organizational delivery systems for each of the components (Attached). The Committee is asked to view the Initiative as a systemic effort to improve instruction and therefore develop strategies for the SSAI to be incorporated and sustained in the individual and collective work of the district staff.
   2. The SSAIC shall be a joint committee, co-chaired by a representative of the Board and Association. Regular membership on the Committee shall be up to three representatives from each of the two bargaining teams and other resource staff as determined by the Committee.
   3. The SSAIC is expected to provide a comprehensive report with recommendations to the Board and Association bargaining teams. The report will provide a blueprint for the Student Success and Achievement Initiative that is aligned with the district's Strategic Plan, Challenge of Change, and Board goals.

F. In order to support Literacy Testing by classroom teachers, a Guest Teacher will be made available at each Elementary building for two days in each school year. Each building principal will determine how the guest teacher will be shared for those two days.

G. By successfully adhering to the foregoing procedures, a teacher shall be considered to have demonstrated accountability as a professional.

ARTICLE VI - PROFESSIONAL LEARNING

A. Professional Learning

The content of building level professional learning meetings will be established by the School Improvement Team / Professional Learning Community (SIT/PLC) or Building Professional Learning Committee (PLC) in conjunction with the principal. Members may attend professional learning workshops that are held at other buildings to satisfy contiguous time requirements.

B. District Wide Professional Learning Committee (PLC)

A district-wide Professional Learning Committee (PLC) shall be formed consisting of members selected by the Association and members selected by the Administration.

The responsibility of this committee will be to:

1. Determine the division of the number of hours for district-wide professional learning and Building professional learning ensuring PLC and/or staff meetings are not scheduled on or adjacent to the day of conferences, curriculum night or safety training;
2. Coordinate planning;
3. Identify district needs and focus; incorporate required district trainings (i.e. GCN, Cybersecurity, School Safety, etc.)
4. Resolve disputes regarding the validity of individual member hours;
5. Coordinate in-district SCECH's and college credits;
6. Monitor and adjust professional learning activities.

This committee will make plans for the next school year by the first day of June of the previous school year. The Professional Learning calendar will be distributed to all teachers prior to the start of each school year. The committee shall also meet once a semester to monitor all professional learning activities in the district. This committee will operate on a consensus base.

A formal meeting time will be established each Tuesday in August to specifically discuss and plan for opening day programming and contingency plans.

C. <u>School Improvement Team (SIT) or Professional Learning Committee (PLC)</u>
Each building will use their existing School Improvement Team (SIT) to work on building needs or form a building Professional Learning Committee (PLC) to do the same. If a building Professional Learning Committee (PLC) is used, the structure and make-up will be determined by that building. The team or committee will work collaboratively with the building principal to:
    1. Survey staff for professional learning needs;
    2. Develop professional learning strategies and plans, not only for the building, but for district initiatives at the building level;
    3. Report to the district Professional Learning Committee (PLC) regarding building strategies and plans. The building strategies and plans will be sent back to the District Professional Learning Committee (PLC) by June 1 of each year. This committee is open to all building staff members who desire to participate.

D. When Continuing Education Units (CEU'S) cannot be provided by the district to Ancillary staff (Counselors, Psychologists, Social Workers, Speech & Language Pathologists), those teachers will be allowed to use up to ⅓ of their cohort time to engage in Professional Development that meets their licensure requirements. Written pre-approval from the Teaching, Learning and Technology department is required.

ARTICLE VII - TEACHER PROTECTION

A. Teachers shall be responsible within their classrooms for creating and maintaining conditions conducive to learning following procedures which are sound in terms of modern psychology and pedagogy. The Board shall give all reasonable support and assistance to teachers in the creation and maintenance of these conditions and in the use of such control and discipline of students as may be necessary to create and maintain these conditions. Principals and teachers will work cooperatively in resolving discipline problems, which disrupt good classroom operations.

B. Principals and Supervisors agree to develop in consultation with their staffs:
    1. guidelines for the implementation of Board policy,
    2. procedures for prompt consultation when needed, particularly on discipline problems involving a student being sent to the office after the teacher has met all discipline responsibilities as outlined by the building principal in writing.

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

C. It shall be the responsibility of the teacher to report to the principal on the appropriate form, as supplied by the district, the name of any student who in the opinion of the teacher needs particular assistance from special services personnel. Upon receipt of such referral, the Board shall initiate the necessary procedure to fulfill such request for services within sixty (60) days.

D. Any case of assault upon a teacher in the course of employment as a teacher (or because of employment as a teacher) shall be promptly reported by the teacher to the principal of the school. At the request of the teacher involved, the Board shall provide and pay for an attorney to advise the teacher of their rights and obligations with respect to such assault provided, however, that the Board or its representative, determines that the teacher was acting in accordance with and within the scope of their duties and authority and Board policy. Such determination is specifically subject to the grievance procedure. If the teacher requests the Board's further assistance to institute and proceed with a civil suit, the Board's representative will confer with the teacher and the Board will respond to that request in writing within twenty (20) working days. The teacher may at their own expense proceed with a civil suit without reprisal.

E. Any absences by a teacher because of an assault upon the teacher in the course of employment, shall be fully excused and shall not be considered to reduce said teacher's sick day allowance; and the teacher shall receive an amount equivalent to their full salary for any time off each year until age 65 because of said assault or because of any lawsuit arising out of said assault which can be net salary or the difference between full salary and worker's

compensation benefits that are in lieu of salary provided, however, as to all of the above, that it is determined by the Board or its representative that the teacher was acting in accordance with and within the scope of their duties and authority and Board policy. Such determination is specifically subject to the grievance procedure. Such salary continuance will be at the level attained as of the teacher's last day worked.

F. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property, but shall not be individually liable, except in the case of gross negligence or neglect of duty for any damage or loss to person or property.

G. The use of any video or audio transcriptions of classroom activities shall be prohibited unless with the full knowledge and prior consent of the teacher. It is specifically understood that surveillance equipment cannot be used for staff evaluation or classroom monitoring without prior consent.

ARTICLE VIII - ACADEMIC FREEDOM

A. It is understood that no special limitations shall be placed upon study, investigation, and presentation of facts and ideas concerning human society, the physical and biological world, and other branches of learning subject to accepted standards of professional responsibility.

B. It is recognized that teachers have a dual role in their relations with the public that complicates decisions from time to time concerning their responsibility. Teachers may have to decide between their responsibility as professionals employed by the school system on the one hand or as members of the community on the other when differences of opinion arise concerning goals or operations of the schools.

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

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

ARTICLE IX – TEACHER EVALUATION

A. Belief Statement: The role of the educator and administrator is to grow a culture of trust, risk-taking, and continuous improvement.

B. Statement of Purpose: The purpose of the educator evaluation system is to increase the instructional capacity of our educators within a thoughtful, purposeful, and collaborative

framework to promote student achievement.

As we refine our current evaluation process, our vision for educators and administrators includes:

- Supporting research-based best practices
- Increasing student growth and closing achievement gaps
- Aligning our curriculum, instruction and assessment practices
- Continuing to grow a culture of trust, collaboration, risk-taking and embrace continuous learning

C. Process: The Evaluation Review Committee, comprised of HVEA and HVS Administrators, continues to meet to review and provide input to the educator evaluation process. HVEA and HVS Administrators will utilize the Center for Educational Leadership 5D+ Rubric for Instructional Growth and Teacher Evaluation Version 3 as the evaluation tool.

1. Effective July 1, 2024, ratings are required to be Effective, Developing and Needing Support. Effective and Highly Effective will be considered Effective.
2. Probationary teachers shall be evaluated annually. If a probationary teacher has been rated as effective on three consecutive year-end performance evaluations and has completed at least 4 full school years of employment in a probationary period, the teacher is considered to have successfully completed the probationary period. Mid-year evaluations will be required for teachers in their probationary period.
3. If a teacher who is not in a probationary period is rated as highly effective or effective on the 3 most recent consecutive annual year end-end evaluations, the school district will conduct a year end evaluation triennially. If the subsequent year-end rating is not “effective” on an evaluation following the third year, the teacher shall be evaluated annually until receiving an “effective” rating for an additional three (3) consecutive years.
4. Year-end evaluations must include HVS and HVEA agreed-upon student growth and assessment data. The student growth and assessment data will be collectively bargained. Beginning the 2024-2025 school year, 20% of the year-end evaluation must be based on student growth and assessment data as detailed in the Evaluation Cycle Timeline document.
5. A classroom observation shall include a review of the teacher's lesson plan, the state curriculum standard being used in the lesson, and a review of the pupil engagement in the lesson. This information must be discussed during a post-observation meeting. The observation must be not less than 15 minutes. There must be at least two observations of teachers who are being evaluated. One observation may be unscheduled. All observations must be conducted by the administrator responsible for the evaluation. Within 30 calendar days after each observation, the teacher is provided with written feedback.
6. Teachers who received a “minimally effective” or “ineffective” prior to July 1, 2024, or “needing support” or “developing” rating thereafter, and all probationary teachers will be provided an IDP (Individual Development Plan) with the following:
    a. Specific performance goals that will be used to assist in improving

effectiveness for the next school year developed in consultation with the teacher.

b. mid-year evaluation to assist in any needed additional improvement that is aligned with the existing IDP.

7. Probationary Educators - IDP & Mentoring
    a. The Tenure Act requires that all probationary teachers receive an IDP which is developed by an administrator in consultation with the teacher. 5 Dimensions fulfills probationary IDP requirements.
    b. “Consultation” with the teacher requires that the teacher have a meaningful opportunity to provide input on the IDP’s development.
    c. The IDP must include specific performance goals that assist the teacher to improve effectiveness and must identify training to help the teacher meet those goals.
    d. A “manageable” IDP contains three to five goals, corresponding steps or requirements to meet those goals, and outlines the teacher’s responsibilities. The IDP goals should be the cornerstone of future observations, conversations, mid-year reviews, and the year-end evaluation.
    e. Probationary teachers are assigned a mentor for three years.
    f. Teachers previously tenured in another district are assigned a mentor for two years.
    g. The principal is responsible for assigning and monitoring mentors to ensure that the mentors are completing their responsibilities to support our new educators.
    h. If a teacher has been rated effective on three consecutive year-end performance evaluations and has completed at least 4 full school years of employment in a probationary period, the teacher is considered to have successfully completed the probationary period and achieved tenure.
8. Tenured Educators
    a. All tenured teachers who are rated as Effective who may require an IDP will be provided a written communication from the administrator outlining a summary of concern(s) and expectation(s) prior to the development of an IDP. If the concern(s) continue, the communication will state the next step in the process will be the development of an IDP.
    b. All tenured teachers who are rated as Developing or Needing Support receive an IDP which is developed by an administrator in consultation with the teacher.
    c. “Consultation” with the teacher requires that the teacher have a meaningful opportunity to provide input on the IDP’s development.
    d. The IDP must include specific performance goals that assist the teacher to improve effectiveness and must identify training to help the teacher meet those goals.
    e. A “manageable” IDP contains three to five goals, corresponding steps or requirements to meet those goals, and outlines the teacher’s responsibilities. The IDP goals should be the cornerstone of future observations, conversations, mid-year reviews, and the year-end evaluation.

f. A mentor is required the following year after a teacher is rated Developing or Needing Support on the year-end evaluation.
g. After a conversation with the teacher to discuss mentor options, the principal is responsible for assigning a mentor.
h. A teacher who accepts an assignment as a mentor for a tenured teacher who requires mentoring due to a rating of Developing or Needing Support shall be paid a stipend in the amount of $500. The mentor may not accept more than three (3) mentees at any one time.

9. A tenured teacher who is rated as "needing support" shall have the following due process rights to challenge said rating:
    a. The teacher may request a review of the evaluation and the rating to the district's superintendent.
    b. Such a request must be made in writing within thirty (30) calendar days after the teacher is informed of the rating.
    c. A written response to the review must be provided to the teacher within thirty (30) calendar days after the receipt of the request of the review.
    d. If the written response does not resolve the matter, the teacher or the Association may request mediation through the Michigan Employment Relations Commission and provide a copy of that request to the administration.
    e. The request must be submitted in writing within thirty (30) calendar days after the teacher receives the written response from the superintendent.
    f. Within fifteen (15) calendar days of receipt of the request for mediation, the district shall provide a written response to the teacher and the Association confirming the mediation will be scheduled as appropriate.
10. A tenured teacher who receives two (2) consecutive ratings of "needing support" may demand to use the grievance procedure as outlined in Article XXI.
11. A teacher must not be assigned an evaluation rating and must be designated as "unevaluated" for a school year if any of the following apply to the teacher:
    a. Any teacher Any teachers who work less than sixty (60) days in any school year.
    b. Any teacher who has their evaluation results vacated through the grievance procedure.
    c. Any teacher otherwise not evaluated due to extenuating circumstances the district deems applicable for exempting a teacher from the annual evaluation process as agreed upon by the Association, shall not be provided an evaluation for that year.
12. A teacher must not be assigned an evaluation rating and must be designated as "unevaluated" for a school year if any of the following apply to the teacher:
13. By September 1, 2024 and every three (3) years thereafter, each individual who conducts an evaluation under this section shall complete a rater reliability training.
    a. The training must include a clear and consistent set of evaluation criteria that all evaluators can use when assessing teacher performance.
    b. Clear expectation for what evaluators should look for when assessing teacher performance, including identifying key behaviors and practices that are

associated with effective teaching.

c. Training on the evaluation process itself, including how to conduct classroom observations, collect data, and analyze results.
d. Calibration exercises that help evaluators practice using the evaluation criteria and establish consistency in the evaluator's evaluations.
e. Ongoing support for evaluators, including feedback and coaching to help the evaluators improve their skills and ensure they are consistently applying the evaluation criteria.

14. The district and the HVEA Evaluation Committee will meet annually to determine the Evaluation Cycle Timeline and review the Student Data Reflection Rubric. This information will be provided to all educators prior to the start of the school year.

The Evaluation Timeline, Evaluation Cycle, Student Growth Rubric and Effectiveness Rating Calculation are found in Appendix B.

ARTICLE X - TEACHER PERSONNEL FILES / DISCIPLINE

A. Teachers shall have the right, upon written request, to make an appointment with the Human Resources Department to review the contents of their own personnel files. A representative of the Association may, at the request of either party, accompany the teacher in this review. Each teacher's personnel file shall contain the following minimum items of information:

Required medical information as supplied by the teacher, all teacher evaluation reports as supplied by the building principal, a copy of the current annual contract and pay record as supplied by the Board, a copy of the teacher's certificate as supplied by the teacher, a transcript of academic records as supplied by the teacher, and tenure recommendations as supplied by the principal.

B. Letters from parents, newspaper clippings, and records of phone calls shall not be placed in the teacher's file without the teacher's knowledge and opportunity to respond thereto. For purposes of this paragraph, materials will be removed from the personnel file after a period of one (1) year, provided that the teacher so involved requests the removal.

C. Documents with the exception of confidential credentials and recommendations submitted for the purpose of employment shall not be placed in the teacher's file without the teacher's knowledge and opportunity to respond thereto.

D. Newly-hired teachers or teachers who have a change in their certificate must file their valid certificate and their official transcript of credits with the Human Resources Department by September 15th. Failure to file the certificate or official transcript shall result in withholding of pay until such filing has been completed. Further, all newly employed secondary teachers shall provide the building principal with an official copy of their transcript.

E. Disciplinary actions imposed by the district will be consistent with the seriousness of the

teachers conduct, including instances of egregious actions as determined by the district in accordance with the las and HVEA bargaining agreement. The HVEA President will be informed in advance of any suspensions or discharge. Discipline will include:

- notice to the teacher
- investigation to gather facts and documentation
- proof of violation
- appropriate discipline
    - verbal warning
    - written reprimand
    - suspension paid or unpaid
    - discharge
    - financial penalty in accordance with Michigan law

ARTICLE XI - TEACHING HOURS

A. A maximum of thirty-five (35) hours per week, exclusive of a thirty (30) minute unassigned duty-free lunch period per day, will be required by each teacher at their assigned building.
    1. The normal weekly teaching load in the middle schools and senior high schools will be: twenty-five (25) teaching periods and five (5) unassigned preparation periods based on a six (6) period day, or twenty-five (25) teaching periods, five (5) unassigned preparation periods, and five (5) assigned preparation/conference periods based on a seven (7) period day; scheduled by the principal after consultation with the staff.
    2. The normal weekly teaching load in the elementary schools will not exceed five (5) hours, 21 minutes of classroom instruction per day and unassigned preparation time as set forth in Article XI, Section B.; scheduled by the principal after consultation with the staff.

       The schedules for fine and applied arts teachers shall be established after consultation with the appropriate staff representatives. To the extent possible such schedules will be limited to two buildings per week.
    3. The remainder of the required duty time to be spent at the assigned buildings (elementary and secondary) will be decided by the principal after consultation with the staff.
    4. It is recognized that teachers spend a minimum of five (5) hours per week of additional time beyond time spent at the teachers' assigned building(s) for professional duties.

B. The normal weekly teaching load for classroom teachers, including counselors, media specialists, and fine and applied arts teachers shall include five (5) conference planning periods per week. Elementary teachers will be guaranteed an average of 225 minutes per week for preparation time during the instruction day excluding released time during recess duty under Article XII, Section D. The elementary preparation time shall be scheduled in meaningful blocks of time of no less than thirty (30) minutes duration.

C. Each elementary building will develop mutually agreed upon special schedules. These planning time schedules shall be based on the following recommendations:

1. The principal will utilize an inclusive process in schedule development which seeks input from both classroom and specials teachers.
2. Staff input will be provided at meaningful times during the schedule development process.
3. Within the staffing allotment, the goal is to provide all classroom teachers with a daily special.
4. In the event that specials are not scheduled on a daily basis, a rationale shall be provided to the staff that explains the final schedule.
5. Individual teachers may request not to have daily specials to meet personal preferences or team-teaching needs.
6. Elementary classroom teachers will not be required to supervise lunch periods.

D. No teacher will be required to teach during the normal conference period as a regular assignment.
    1. Due to issues such as curriculum continuation or program continuity, it may be deemed necessary to assign a secondary teacher to a regularly scheduled teaching period beyond the five (5) per day maximum. This may occur only according to the following:
        a. The Association and the teacher shall be informed by the principal of the reasons for the perceived need.
        b. The acceptance of the assignment by the teacher is voluntary.
        c. The Association, teacher, and administration agree to all items associated with the assignment.
        d. This agreement must include the following:
            i. Each agreement will be for up to one school year.
            ii. The teacher will be remunerated an additional one-sixth (1/6) of their regular salary based on their step and lane salary schedule placement for that school year for the period covered by the assignment.
            iii. Although the assignment may result in exceeding the class load limit as outlined in Article XII, the provisions regarding individual class size will not be altered.
            iv. The assignment will not result in the layoff of a teacher nor will it supersede the provisions of the Tenure Act.
    2. Conference periods shall be used for such things as preparation, conferences with parents, teachers, and administrators, and special assistance to students. Conference time shall not be used or spent on any unconnected or non-school activity. In addition, it is expressly understood that if teachers must leave their building during the preparation time, they will notify the principal.

E. No regularly assigned teacher shall be assigned by the administration to substitute for a regularly assigned teacher except in case of emergency, it being understood expressly that the failure of a substitute to arrive on schedule or inability to secure a qualified substitute shall be considered an emergency. In the event of an emergency, a regularly assigned teacher shall be paid the Additional Teacher Duty rate in Schedule B-1. It is agreed that any such assignment of a teacher as a substitute shall be made as far as possible in advance. Where

possible, volunteers will first be sought, and if there are no volunteers, such assignments will be rotated among available teachers. Further, should teachers be assigned to supervise pupils during their lunch period in the elementary school, they shall be paid the Additional Teacher Duty rate in Schedule B-1.

Teachers who participate in Curriculum Development and Staff Development activities shall be compensated at the rate for same which is contained in Schedule B-1, and in accordance with the policy which is incorporated as Appendix A of this Agreement.

F. After negotiations between the Board and the Association, the school calendar shall be adopted by the Board and made public on or before the last day of school for students each year. In the event agreement has not been reached by the parties at the time of such Board action, then the action of the Board shall be subject to further negotiations between the parties.

G. On any day when school sessions are scheduled but that student attendance is canceled by the Superintendent due to natural causes or Acts of God, then the following provisions shall prevail:
    1. Teachers are not expected to report to their schools.
    2. A system of communication to notify teachers as early as possible when they are not expected to report to the schools.
    3. In the event one or more buildings are closed but the district student attendance has not been canceled, the teachers of the closed buildings may be required to report for duty in other buildings.

H. It is understood and agreed that the school calendars, as set forth in Schedule C, have been developed in compliance with the requirement of the State Aid Appropriations Act. The intent of the parties is to permit receipt of state aid without penalty. However, the parties recognize that due to conditions not within the control of school authorities, so called "Act of God" days, such as, but not limited to, severe storms, fires, epidemics, or health conditions as defined by the appropriate health authorities, there may be days when pupil instruction is scheduled but not provided within the meaning of the State Aid Appropriations Act. On such days when pupil instruction is not provided, Section G., above, shall be in effect.

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

I. Fall parent-teacher conferences shall be scheduled outside regular duty hours. The staff and building administrator(s) shall jointly rearrange said duty hours, and teachers shall receive compensatory time off. Such fall conferences shall be scheduled for a total of seven (7) hours. The date(s) will be determined in consultation between the staff and building administrator(s). Any rearrangement of teacher duty times for parent-teacher conferences shall be approved by the building administrator's supervisor prior to implementation.

J. Records Days are intended to provide teacher work time to complete grading and report cards. These days are scheduled as half days for students and full work days for staff. Teachers will be dismissed with students on scheduled Records Days, except on the last day of school when teachers will be dismissed once closing procedures are concluded.

K. In the event the district is required to change the calendar by legislative action, the parties shall reconvene with the intent of protecting the integrity of the negotiated calendar particularly with regard to the total number of student attendance days and teacher workdays.

L. Beginning with the 2022-2023 school year, the Head Start and Great Start Readiness programs will follow the K-12 calendar including start date, professional learning days, scheduled breaks and end date.

ARTICLE XII - TEACHING CONDITIONS

A. The Board agrees to keep the schools equipped and maintained; this includes adequate provision of attendance books, paper, duplicating materials and equipment, markers, erasers, dictionaries, and other such material and equipment required in the daily teaching responsibilities. The Board agrees to provide significant instruction in the areas of physical education, art, music, reading and library skills in each elementary school in the district. The teachers in these skill areas are to be considered regularly assigned teachers. Further, these teachers are to be considered an integral part of the educational program. The time spent by a class of students receiving instruction from a specialist in the above areas may be used by elementary teachers for preparation, planning and conferences. Attempts will be made to schedule the time of special teachers with equity within each given building.

B. The Board shall make available in each school an appropriately furnished lounge and/or work space and a lavatory for teachers' use. Provisions for separate lunch facilities along with a furnished lounge and/or work space and a lavatory for teachers' use will be made in all future buildings on a basis proportional to the number of teachers in each building.

C. Adequate, regularly maintained parking lots shall be made available to the school staff for their use. Concrete or asphalt sidewalks shall be provided to extend from the lot to the building and such sidewalks will be maintained. Precautions will be made to protect staff vehicles from vandalism during the day.

D. Since the Board, the Association and the teachers recognize the continued necessity for

safety and welfare of students on the playground and that recesses are an integral part of the educational program, elementary teachers shall continue to supervise the students during recess. For grades 4 through 6, this recess period will be left to the agreement of the teachers and the principal.

E. Teachers will not be responsible for the collection of monies. District approved online merchants will be used whenever possible. If the collection of monies is a necessity, the teacher and building administrator will meet to discuss the collection of monies following the established administrative guidelines. Further, the Board shall work toward limitation of other items with reference to the collection of monies.

F. The Board shall endeavor to develop patterns of organization to equalize the student -teacher ratio between various buildings. Further, the Board shall review attendance boundaries considering the differences in growth patterns within the district each year in an attempt to equalize classroom teacher-student(s) ratio between various buildings.

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

   JK - 20
   K - 27
   1 - 29
   2 - 30
   3-5 - 31
   6-12 - Class Load Limit, 164*

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

   At the Elementary level, a stipend of $250 per semester will be paid for each student over the class load limit.

   A stipend of $50 will be paid per semester for each student over the class size limit to Elementary Specials teachers and $50 per semester for Secondary teachers over class load limit.

   Special Education Teachers and Speech and Language Pathologists shall be paid $250 per semester for each student over the caseload limit prorated to the date of initial overage.

   At the Secondary level, a stipend of $1,750 per semester shall be paid for large group instruction for a minimum of 25 students over the class load limit of 189 with a cap of 50 students over 214.

   *Exceptions to the Class Load Limit are vocal and instrumental music, physical

education, and study halls.

2. No more than ⅓ of a general education classroom should be composed of students with an Individualized Educational Plan.
3. In the event a class size or load exceeds the maximum or class size or load limit, then the teacher may conference with the principal. If no mutually satisfactory solution is found, the teacher and/or Association representative will make an appeal to the Class Size Commission. All overages require agreement of the teacher, HVEA and administration.
4. A Class Size Commission shall be established. The Commission shall be comprised of three (3) Association representatives and three (3) Administrative representatives. The Commission's tasks shall be A) to review the actual class sizes at the beginning of the school year, B) to assist in the remedial procedure for identified class size concerns, and C) to review and monitor class size patterns, district enrollment projection, and staffing trends as needed.

   The Class Size Commission shall meet within ten (10) days of a request for a meeting by either party, and, in cases where a decision is required, the Commission shall issue same within ten (10) days of its meeting.
5. The Class Size Commission will consider the following possible alternatives in providing relief:
   a. Transfer of students.
   b. Rescheduling students.
   c. Provide Aide time.
   d. Add a teacher or section.
   e. Provide materials or supplies.
   f. Association consent.
   g. Other mutual arrangement.
6. If the class size or class load concern is not satisfactorily resolved under sections 3 & 4, above, then the matter may be subject to the Grievance Procedure beginning at Step 3.
7. It is understood that large group instruction, differential staffing and other such experimental or innovative programs may be exceptions to the ratios established above with the agreement of the principal and classroom teacher.
8. It is understood that attempts will be made to balance the enrollment in secondary classes of like kind within each building.
9. Within one week following the State Pupil Membership Count Days the Board will report individual elementary class size and individual secondary loads (Class Assignment) to the Class Size Commission which shall be comprised of Association representatives and Administrators for the purpose of identifying critical areas and to recommend solutions.

G. The Board agrees that the high school counselor to pupil ratio should be no greater than 1 to 375, and at middle school should be no greater than 1 to 425. If that ratio is exceeded by 25 or more students, the counselor will be paid $1,750 stipend per semester. The contractual

counselor to pupil ratio will be reviewed for compliance per semester at the class size commission based on the most recent pupil count day.

Counselor Summer Work - Counselors will be paid per diem up to seven (7) days for summer scheduling work with principal approval. If the approved work exceeds seven (7) days, then the counselor will be paid per the additional teacher duty pay rate. Compensation time is an option for counselors for summer work in lieu of payment.

In coordination with administration and counseling staff, the district agrees to review the scheduling process;

- to improve efficiency
- to provide support for counselors
- and to systematize the scheduling process to provide consistency across the district.

H. High School Teacher Consultants will be paid per diem up to five (5) days for summer scheduling work with principal approval. If the approved work exceeds five (5) days, then the Teacher Consultant will be paid per the additional teacher duty pay rate. Compensation time is an option for Teacher Consultant for summer work in lieu of payment.

Middle School Teacher Consultants will be paid per diem up to three (3) days for summer scheduling work with principal approval. If the approved work exceeds three (3) days, then the Teacher Consultant will be paid per the additional teacher duty pay rate. Compensation time is an option for Teacher Consultant for summer work in lieu of payment.

I. The Board recognizes that appropriate texts, library reference facilities, maps, globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. Further, that efforts shall be continued to seek and use textbooks and supplementary reading materials which contain the contribution of minority groups and women to the history, scientific and social development of the United States. The parties will confer from time to time for the purpose of improving the selection and use of such educational tools, and the Board shall consider all joint decisions made by its representatives and the Association.

J. Student teaching assignments will be made with the consent of the individual teacher. All compensation received by the school district for placing student teachers within the school district will be paid directly to the supervising teacher.

K. In the event of a school closing or building remodel, teachers from that school will be given one day's paid time to pack their rooms and professional belongings for an orderly transfer if required to pack. This consideration shall also be provided for teachers being involuntarily transferred. This time can be arranged at the Board's discretion.

L. Medical Procedure for Special Education Students - As a general practice, when a general

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

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

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

Process to Invite Required Staff to an IEP: All IEP times are required to be mutually agreed upon between the Parent and the District. For HVS this includes Special Education, General Education Teachers and parents/guardians. If the General Education teacher cannot attend the full IEP, there must be a prior parent consent form completed excusing the general education teacher for "part or whole" of the IEP. Rule 30321(e) of IDEA.

Prior to 10 days of an IEP, the caseload manager must collaborate with the required IEP members to coordinate a mutually agreed upon date and time to hold the IEP. Once the school team has agreed upon dates and times to hold the IEP, the caseload manager will offer these to the parent/guardian, who also have the right to a mutually agreed upon IEP date and time for their student.

Note: If you attend an IEP at 8:15am and are required to report to your building at 8:30am, you may either use 15 minutes toward an alternate work schedule (Comp Time) on a different day, or bank within the same month to accumulate time. If you are documenting for pay, each IEP time must be itemized while you may use the same form for multiple IEPs within the same month. Pay Authorization forms must be completed and received by Student Support Services within the same month for processing and payment as appropriate, per the policies of the Business Department.

Payroll Authorization Form and Guidelines for Teachers Attending IEP's: Under IDEA, Reauthorization 2004, required parties for IEPs was addressed. With this, the endorsement of Reauthorization 1997 included the outlined participants below. With the increase of formal state hearings and complaints, the MDE is emphasizing the federal requirement of General Education Teachers to be included for the whole IEP.

It is a requirement to have the following participants at an IEP:

1. Special Education Teacher

2. General Education Teacher
3. District Representative, if not same as Special Education Teacher
4. Parent for an Initial IEP

Use Pay Authorization	Do not use Pay Authorization
• Before, or after school, when the IEP is outside of your building/contractual work time. • During the school day when the IEP could not be scheduled outside of your prep time. • When you cover another classroom so that a teacher can attend an IEP for their student; whether it be a general or special education teacher. • After the second IEP attended during planning/conference hour within the same school year • During the school day when teachers are used for sub coverage the Payroll Authorization form will be used.	• If you are attending your first or second IEP for the school year • When you attend an IEP and you have sub coverage for your class. • When you attend an IEP prior to, or following your work day, when you are contractually required to be in your building. • When you are using the Comp Time Recording Form in the HVEA contract, rather than Pay Authorization as a way to accumulate or use compensatory time. *It is the responsibility of the employee to use the Comp Time form documenting the date and time of IEP and to get permission from their principal to utilize comp time.

N. The parties agree to add the current "The International Academy Letter of Understanding" to the terms of this Collective Bargaining Agreement.

O. For teachers whose teaching assignments are at multiple buildings and require travel during the school day, the following conditions will apply:
   1. Teachers will submit their mileage monthly to the office coordinator of their home school.
   2. Elementary teachers, including Special Education Teachers, will be given 30 to 45 minutes of travel time dependent on building proximity.
   3. Secondary teachers will be allocated a class period for travel.
   4. If time constraints cannot be met, the district and Association President will meet to determine resolution.

ARTICLE XIII - PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS

A. The administration will make every reasonable effort to notify teachers of their preliminary teaching assignments for the upcoming year by the last day of school. Final assignments are subject to change based on enrollment and program needs.

B. In the case of special circumstances (redistricting, building closure, building opening, etc.) the district and Association will meet to determine the process for teacher assignments.

C. The Chief Human Resources Officer will give the Association President access to final assignments.

D. The district will make every reasonable effort to provide at least two weeks' notice of any change of teaching assignment being made due to enrollment or program needs.

E. Any assignments in addition to the normal teaching schedule during the regular school year, shall not be obligatory but shall be with the consent of the teacher. Assignments of extra duties will be made annually at the discretion of the Board.

F. To the extent that a more experienced teacher acts as a mentor or coach to a newly hired or less experienced teacher, it is understood that such mentoring will be voluntary on the part of the more experienced teacher, and further, that the professional relationship between the mentor and mentee shall be confidential as regards evaluation or disciplinary processes, which processes shall remain the responsibility of the Board.
    1. A teacher who accepts an assignment as a mentor shall be paid a stipend in the amount of $500 for the 1st year mentee and $350 each for year 2 and year 3 mentees. The mentor may not accept more than three (3) mentees at any one time.
    2. A teacher who accepts an assignment as a mentor for an Alternative Track teacher shall be paid a stipend in the amount of $750 for the 1st year and $500 each for year 2 and year 3 per mentee per year. The mentor may not accept more than three (3) mentees at any one time.
    3. Every reasonable effort shall be made to have the mentor from the same building as the mentee, hold and be teaching in the same area of certification as the mentee, and have a common planning period as the mentee.

ARTICLE XIV - TRANSFERS AND VACANCIES

When filling vacancies and transfer requests, the district will ensure compliance with the Michigan Compiled Laws concerning personnel decision procedures (MCL 380.1248).

A. The district's Human Resources Department will notify all teachers of the process and deadlines for transfer requests within the first week of March for the upcoming school year.

B. Transfer requests are due to the district's Human Resources Department by the Friday of the first full business week of April.

C. All vacancies will be posted for five (5) days internally. All teachers are allowed to apply for and be considered for a position, regardless of the time in the academic calendar or timing of the vacancy.

D. The filling of instructional vacancies shall be accomplished by using the following procedures:
    1. Review all transfer requests.
    2. Provide the Association President with appropriate posting information, including

qualifications and job descriptions as vacancies occur.

3. Follow state law in awarding vacancies.

E. It is recognized by the district and HVEA that involuntary transfers may be necessary. State law will be followed in all decisions made regarding involuntary transfers.

F. In the case of an involuntary transfer due to staff reductions or building closure, volunteers will be sought first.

G. The posting of extracurricular vacancies shall be for a period of five (5) work days. Vacancies shall be posted districtwide. After five (5) days, should the position remain unfilled, the district may post the position to the public. First preference for extracurricular vacancies will be given to bargaining unit members within the building.

H. During summer break, all postings will be emailed to all teachers and notice of vacancy given to the Association President.

I. A Screening Committee including a Huron Valley teacher representing the Association may interview candidates for Huron Valley instructional administrative positions.

J. Any qualified teacher may apply for any administrative vacancy. In filling such vacancy, the Board shall consider the professional qualifications, background, attainments, and other relevant factors, including seniority of all applicants from within the school district, as well as applicants from outside the school district. Provided, however, in all appointments to positions, the Board's decision shall be final and not subject to the grievance procedure.

K. Any teacher who shall be transferred to an administrative or executive position and shall later return to a teacher status shall be entitled to retain such rights as they may have had under this Agreement prior to such transfer to supervisory or executive status.

L. A bargaining unit member, who has not previously attained tenure under the Michigan Teacher Tenure Act (MCLA 38.71, et seq.) in a position other than as a classroom teacher, who is placed in a position other than a classroom teacher, shall not be deemed to have tenure in such non- classroom teaching position by virtue of this contract or any individual contract for such non- classroom position, but shall be deemed to have continuing tenure as an active classroom teacher after the probationary period if applicable.

ARTICLE XV - SENIORITY

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

In the circumstance of more than one individual having the same seniority date, ties will be

broken by applying the following criteria in the order listed:

1. total teaching experience excluding substitute teaching
2. substitute teaching experience in Huron Valley
3. by lottery number drawn at the October Representative Council meeting. Human Resources will submit a list of new hire seniority ties to the Association by October 1st of each year.

B. The seniority list shall be posted in all buildings of the district by the last working day of the first semester of each school year. A copy of the seniority list and subsequent revisions and updates shall be forwarded to the Association.

Further, seniority listing for teachers with up to two (2) years more seniority than the most senior teacher on the layoff list shall also include certification, total years teaching experience, excluding substitute teaching, and total length of Huron Valley substitute teaching experience.

C. Seniority is lost when employment is severed by resignation, retirement or discharge for cause. However, seniority is retained if severance of employment is due to layoff. In cases of layoff, bargaining unit members so affected shall continue to accrue seniority while on layoff status.

D. Seniority shall continue to accrue while an employee is on an approved unpaid leave of absence.

E. A member that is on an unpaid voluntary leave of absence of longer than one year (365 days) shall have their seniority frozen and shall not continue to accrue seniority for the remainder of said leave until the first day worked after the conclusion of the leave. The date when the member's seniority shall be frozen will be the 366th day after the start of the unpaid voluntary leave.

When the member returns to work after the unpaid voluntary leave of more than 365 days, their seniority shall be adjusted to reflect the binding, new seniority date on the seniority list.

For historical purposes only, the seniority list will reflect both the binding, new seniority date for the member returning from unpaid voluntary leave and also the old, invalid seniority in parenthesis. The seniority list will reflect the description contained in this section.

ARTICLE XVI – DISPLACEMENT, LAYOFF AND RECALL PROCEDURES

A. Displacement occurs when the number of teachers (or teacher FTE) is reduced within a specific building and/or department.

B. In any contemplated layoff of staff within the bargaining unit, the Board agrees to notify the Association of the names of the affected staff members before official action is taken. If the reason for the reduction is other than return from leaves or drop in student enrollment, the

Board shall offer to meet with the Association to discuss the necessity and reasons for such layoff.

C. Layoffs will be determined in the following order:
    1. Certification
    2. Evaluation rating (using the most recent year-end summative evaluation where effective and highly effective are both considered effective)
    3. Discipline (in the past year)
    4. Seniority (where 1, 2, and 3 above are equal, seniority will be used as the tiebreaker)

D. If the Board acts to implement a layoff, staff members to be laid off shall be notified of such action by the Tuesday prior to Memorial Day weekend for the succeeding school year. Staff members to be laid off effective the start of second semester shall be notified of such action at least thirty (30) calendar days prior to the start of second semester.

E. If a teacher remains on the layoff list beyond the last day of the school year, they shall provide a phone number and email address by which they can be contacted by Human Resources.

F. In the event a teacher who has received notice of layoff files for and receives unemployment compensation, the teacher shall have their salary reduced by an amount equal to the unemployment payments received if the teacher is recalled or the notice of layoff is rescinded prior to the effective date of the layoff. This repayment shall be payroll deducted in equal installments prior to December 31 of the year.

G. A displaced teacher will have the option to return to their building if a position becomes available, provided the position becomes available at least fourteen (14) calendar days prior to the first teacher workday of the school year. The Human Resources department shall be responsible for notifying teachers of an open position in their building.

H. In the event of a recall, the Board will institute retraction of layoff notices in reverse order which, when implemented, will provide that teachers will be reemployed in accordance with the provisions of the Michigan Teacher Tenure Act. The Association shall be given the names of all teachers so notified at the time the notices are issued.

I. No new teacher shall be hired before qualified teachers who are on layoff have been offered a position and have declined or failed to accept the position for any reason within seven (7) calendar days of the offer.

J. A teacher remains on a recall list for three (3) years. The Board shall be obligated to maintain a laid off teacher's name on an active recall list until that teacher has been given the opportunity to reject or accept a recall offer. Refusal of recall shall be deemed job abandonment, and shall result in termination of all employment rights, unless the refusal is based upon one of the following four reasons:

1. a legal obligation of employment with another Michigan public school district;
2. a written contract of employment which cannot be terminated;
3. refusal of recall to a less than comparable position to the one from which the employee was laid off (e.g., less hours, less pay, or less fringe benefits);
4. or the employee qualifies for and receives a leave of absence for disability, child care, military service, or hardship under the terms of Article XVII.

A teacher refusing recall shall state the reasons in writing, or shall apply for a leave in writing within seven (7) calendar days of receipt of the notification of recall. Recall notices will be made by contacting the phone number and email address provided to Human Resources (see paragraph E of this Article). If the district does not agree that the teacher has a basis for refusal of recall or the leave request is denied, the teacher shall be notified and given an opportunity to accept recall. A teacher who refuses recall because of employment obligations shall remain on the recall list with recall rights as outlined in this Article after the term of the conflicting employment. Teachers who refuse recall to less than comparable positions shall remain on the recall list with recall rights as outlined in this Article to the first comparable vacancy for which no other laid off teacher has a superior right. The rights of teachers who apply for a leave of absence are controlled by Article XVII.

ARTICLE XVII - LEAVES OF ABSENCE

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

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

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

benefits shall be available for the duration of the period(s) of disability as certified by the appropriate medical personnel.

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

At the conclusion of the period of disability caused by the childbirth or other termination of pregnancy, the employees covered by both paragraphs above shall return to active employment unless a child care or other leave has been granted pursuant to Section A of this Article. The Board reserves the right to require medical verification of illness, disability, or ability to return to work, to the same degree that it may require such verification for other disabilities or the return from other leaves of absence. This limitation also applies to the Board's right to require independent medical verification at its own expense.

C. Parental and Adoption Leave: Up to twenty-one (21) consecutive days, fifteen (15) of which may be paid days that come from a member's personal sick bank, can be taken to be used for the purposes of parental and adoption. The member shall submit an appropriate FMLA request to Human Resources and notify the building administration as far in advance as possible of the requested leave.

D. Military Leave: Any member serving in the United States Armed Forces shall upon termination of such services be offered re-employment in their previous position, as set forth in the Michigan Public Act 45 of 1943, provided the teacher has received an honorable discharge, seeks re- employment within ninety (90) days from date of discharge, and is still qualified and competent to perform teaching duties.

E. Jury Duty: A member called for jury duty or to give testimony in a court of law (except for court appearances relating to outside employment, suits against the district, or civil action initiated by the employee) shall be compensated for the difference between the teaching pay and the pay received for the performance of such obligation provided the member where possible, notifies the building administration of such fact at least forty-eight (48) hours in advance of the occurrence.

F. Bereavement Leave: A member may be permitted to use a maximum of five (5) days in the event of a death in the immediate family. A member may be permitted to use a maximum of two (2) days in the event of a death in the extended family. The immediate family shall be defined as parents, mother-in-law, father-in-law, spouse, children, brother, sister, grandparents, or grandchildren. Extended family includes but is not limited to: brother/sister in law, former spouse's children, former spouse's grandchildren, and former spouse's parents. To use this time without loss of pay, the teacher must certify in writing to the Board Office the details of the request. The Superintendent or designee may, at their discretion, grant bereavement leave for situations other than those mentioned above. The decision of the

Superintendent or designee concerning discretionary leaves for situations not included in the definition of immediate family above shall not be subject to the grievance procedure. The Superintendent may also extend the time limit as specified above when they feel the situation merits this extension.

G. Professional Learning: Professional days may be granted for educational purposes as agreed upon by the member and the principal. Professional days shall be used for the purpose of:
    1. Visitation to view other instructional techniques or programs;
    2. Conferences, workshops, or seminars. Members may be requested to file a written report within one week of their attendance at such visitation, conference, workshop, clinic or seminar.

H. Teacher Leader/HVEA President: The Association President will be released from their regular full-time duties and serve in the capacity of Teacher Leader. HVEA President/Teacher Leader reports to and will be evaluated by the Director of Curriculum Development in the Teaching, Learning & Technology Department. Responsibilities for this position will be discussed in collaboration with the HVEA President. Some responsibilities shall include, but are not limited to the following:
    1. Professional Learning/Development Planning (See Article VI, B)
    2. TLT support/collaboration as determined by the Asst. Supt of Teaching and Learning
    3. Assist with the HVEA mentoring program - accountability procedure, process, program needs, operating criteria, and expectations of mentor and mentee
    4. Support of the New Teacher Orientation program
    5. Assist with district-wide Calendar development and roll-out
    6. Answering HVEA staff questions specific to evaluation timeline and process
    7. Mental Wellness support for staff and students

    The Association and the district agrees that the Teacher Leader/HVEA President will have 3 hours per day of Association release time to handle Association business. The Association will reimburse the district for retirement costs (ORS Contribution) of the HVEA President for 3 hours per day release time.

I. Association Business: Officers, chairpersons, or designated representatives of the Association may be granted, at the discretion of the Superintendent, short leaves of absence to participate in area, regional, and/or state organizational or business activities of the Michigan Education Association.

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

J. Personal Business: Up to two (2) personal business days may be used by each contracted member to attend to matters which cannot be taken care of at other times. Reasons for using

personal business days will be given in writing to the principal by indicating one of the following categories: religious, medical, legal, family or personal. A member planning to use a personal business day shall notify the principal at least forty-eight (48) hours in advance, except in cases of emergency. Personal business days shall not be granted contiguous to a holiday or school recess unless the Superintendent or designee feels that the circumstances of the request warrant the use of such days. Personal business days cannot be used for vacations or Association business.

Through an application request, a member can receive up to three (3) days of paid leave time from the Central Sick Leave Bank for the purpose of recognized religious observances during the school year. Said paid leave days shall be deducted from the Central Sick Leave Bank. Applicants must inform building administration and Human Resources of the request no later than 10 calendar days prior to the day being requested. Applications must be completed and delivered to the Central Sick Bank Committee at the same time the member notifies the building administrator and Human Resources of the request.

Through communication directly to the Human Resources Supervisor, members can receive up to five (5) days of paid leave time from the Central Sick Bank after a miscarriage or stillbirth. These five (5) days apply to the mother and/or her spouse/partner who are members of the HVEA. Said paid leave days shall be deducted from the Central Sick Bank.

In the event personal business days are not used during a year, these days may be accumulated in the member's sick leave bank. These personal business days shall be granted to the members depending on the number of substitutes.

The Superintendent or designee may, at their discretion, grant an additional personal business day upon written request outlining the reasons therefore from the individual member. In no case will such additional personal business day be considered to accumulate. The decision of the Superintendent or designee shall be final and not subject to the grievance procedure.

ARTICLE XVIII - LEAVE DAYS

A. At the beginning of each school year, each member shall be credited with ten (10) days to be used for absences of the member for reasons outlined below. The unused portion of such allowance shall be accumulated to 180 days. These leave days may be used for the following:
    1. Personal Illness or Disability: The member may use all or any portion of sick leave days accumulated to recover from illness or disability which shall include childbirth and complications of pregnancy. Members will be required to indicate reasons for absences under the illness or disability leave time provisions of this Agreement on forms furnished by the Board. A completed copy used for personnel records will be returned to the member within two days.
    2. If a member has used or scheduled their 2 personal business days, they may use their remaining sick days to schedule medical appointments.

3. The HVEA and administration will team together to educate members about the appropriate use of personal business days and sick leave.
4. Sick leave day usage will follow in accordance with applicable laws including but not limited to the Earned Sick Time Act (Public Act 338 of 2018, as amended).

B. The Association and the district have established a voluntary buy back system for unused sick leave and personal business days credited to the member during the current school year. If the member chooses to 'sell' their unused sick leave days from the current school year, the days will not accumulate into the members' personal sick leave bank.

Teachers who choose to participate in the sick leave & personal business day buy back will have an additional 5 days (from 14 to 19) added to their waiting period for entry to Central Sick Bank for the following school year.

The teacher shall notify the Human Resources department by 11:59pm the 5th day after the completion of the school year using the form supplied by Human Resources. Payment will be made no later than the July 10th pay.

If two (2) or fewer sick leave and/or personal business days are used in a school year, the district will pay $750 for the remaining ten (10) sick leave days/personal business days. If a teacher has used zero (0) sick days/personal business days and elects the buyback option they will keep two (2) days in their personal sick leave bank. If a teacher has used one (1) sick leave/personal business day and elects the buyback option they will keep one (1) day in their personal sick leave.

If three (3) sick leave days/personal business days are used in a school year, the district will pay $630 for the remaining nine (9) sick leave days/personal business days.

If four (4) sick leave days/personal business days are used in a school year, the district will pay $520 for the remaining eight (8) sick leave days/personal business days.

If five (5) sick leave days/personal business days are used in a school year, the district will pay $420 for the remaining seven (7) sick leave days.

C. Upon returning from Central Sick Bank, teachers who have exhausted their personal sick leave bank will have the opportunity to borrow from future years of their personal sick leave bank during the remainder of that school year with the following stipulations.
1. Teachers may borrow up to five (5) sick leave days per school year for no more than five (5) separate years during their career. The teacher will pay back the borrowed sick leave days the following school year from their personal sick leave day allocation.
2. If a teacher separates from HVS before paying back the borrowed sick leave days, the teacher shall pay back the remaining sick leave days at the rate of $100.00 per day. Payment will be taken from the teacher's final two checks.

ARTICLE XIX - CENTRAL SICK BANK

A. The Association will operate a Central Sick Leave Bank on a mandatory basis. The Association will establish a committee to administer the Central Sick Leave Bank and to provide the information whereby the Business Office will keep the records. The Executive Director of Human Resources will serve in the capacity of an adviser to the committee. The initial guidelines for the operation of the Central Sick Leave Bank have been developed jointly by the parties through collective bargaining.

The Association shall make the Central Sick Bank guidelines available to each member within ten (10) days after completion of the guidelines. The Association will appraise members in a timely fashion of guideline changes thereafter. Central Sink Bank approval will be determined after medical leave and FMLA is approved by Human Resources. If FMLA approval extends beyond the contractual waiting period for Central Sink Bank, the member will not be penalized with their entrance to Central Sink Bank for the extended waiting period.

B. The Central Sick Leave Bank was established on July 1, 1989. It was initially funded on that date by a mandatory donation of two (2) days sick leave from the 1989-90 allocation of sick days to each member of the bargaining unit. A collaborative analysis of Central Sick Bank balance reporting will occur in August/September at the start of each school year between the Central Sick Bank Committee and Administration. This analysis shall be inclusive of section C & D below. If the number of days in the Central Sick Leave Bank falls to one hundred (100) days, each member of the bargaining unit shall make a mandatory contribution of one (1) of their sick leave days to the Central Sick Leave Bank to replenish it.

C. In addition to the above, every member new to the district will donate two (2) days of their individual leave upon commencement of their employment.

D. Any bargaining unit member who leaves the employ of the Huron Valley School District effective on or after June 9, 1989, shall donate one-half of their unused sick leave to the Central Sick Leave Bank.

E. A bargaining unit member will not be able to withdraw the individually contributed days.

F. <u>Central Sick Bank Entrance Criteria</u>:
   1. A person credited with fifty (50) or more leave days at the beginning of the school year will not be able to withdraw days -from the Central Sick Leave Bank until their leave days are depleted to fourteen (14) days.
   2. A person credited with less than fifty (50) leave days at the beginning of the school year will not be able to use days from the Central Sick Leave Bank until their leave days are depleted.
   3. The first fourteen (14) consecutive workdays of illness or disability will not be covered by the Central Sick Leave Bank but must be covered by the person's own accumulated leave or as absence without pay. If approved for intermittent FMLA, the first 14 days do not have to be consecutive.

4. Teachers who choose to participate in the sick leave day buy back will have an additional 5 days (from 14 to 19) added to their waiting period for entry to Central Sick Bank for the following school year.

G. An employee with a disability is required to seek disability coverage. Eligibility for long term disability occurs following 180 calendar days of disability. Employees are encouraged to submit their application to the disability company in a timely manner following Central Sick Bank Guidelines to allow sufficient time for the approval process. In the event that approval is delayed while the disability company reviews an employee's submitted application, the employee, beginning on the 181st calendar day, shall receive 66 ⅔% pay through Central Sick Bank. Employees will be held financially harmless for collection beyond 180 calendar days if denied when they have applied for LTD on or prior to 120 calendar days of Central Sink Bank usage. However, to address long term disability applicants that are denied long term disability by the carrier, the parties agree that in such instances, the member shall appeal the denial through the process provided by the LTD carrier and that the member shall draw days from the Central Sick Bank at a rate equal to that of the LTD salary percentage (currently 66 ⅔% of salary) for the number of days necessary to reach the allowable 365 calendar days as specified in the collective bargaining agreement.

H. An individual may withdraw the number of days from the Bank necessary to result in no loss of wages for one year, subject to section F & G.

I. Persons withdrawing leave days from the Bank will not have to replace these days except as a regular contributing member of the Bank.

J. Should the Association require an employee to be evaluated by a physician of the Association's choice prior to determining their eligibility or continuing eligibility, the results of such an evaluation will be shared with the Administration and will become part of the employee's personnel file.

K. It is expressly understood that Central Sick Leave Bank days are granted to ensure pay for days on which the individual member is ill or disabled, and such days are not available for illness or disability of family members.

L. It is expressly understood that employees who are granted days from the Central Sick Leave Bank shall be deemed employees on leave of absence with pay, and shall receive full pay and benefits for all such days.

M. A recurrence of the same illness or disability shall be treated in the same manner as a recurrence of the same illness or disability is treated in the Long-Term Disability insurance called for in Article XXI of this Agreement. Specifically, if the rules and regulations of the Long-Term Disability insurance policy do not require an additional waiting period to qualify for Long-Term Disability insurance, no new waiting period will be required for access to the Central Sick Leave Bank. In this event, the eligibility for days from the Sick Bank will cease

when the waiting period for LTD insurance benefits has been met and those benefits commence. If the LTD carrier does not deem the new illness to be a recurrence of the same disability and requires a new waiting period for eligibility for LTD benefits, the employee shall be required to fulfill a waiting period for Central Sick Leave Bank days as set forth in section F above. In this circumstance, the employee shall be eligible for days from the Central Sick Leave Bank for the entire duration of the new LTD waiting period, until eligibility for LTD benefits is established/re-established subject to section F above.

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

ARTICLE XX - SABBATICAL LEAVE

A. Sabbatical leaves for certified teaching personnel employed by the Board of Education may be granted for one full school year or the second semester of the school year. However, in any school year, the number of teachers granted the request shall not exceed one percent (1%) of the staff. To qualify for consideration for a leave, the member must have been employed in the system at least seven (7) consecutive years and must hold a permanent or continuing certificate. It is further understood that a second semester sabbatical leave may be granted only in cases where no major disruption of the educational program will occur as a result of such leave.

B. A sabbatical leave may be granted for one of the following reasons:
   1. For formal study at an accredited college or university toward an advanced degree.
   2. For research work under the guidance of competent research personnel.
   3. Advanced study for a special program or professional improvement.

C. The study or research plans for the year, together with the application for sabbatical leave, must be submitted to the Superintendent for approval, no later than March 15.

D. After due consideration of all applications, the Superintendent shall present each request to the Board with a written recommendation of acceptance or rejection. The teacher involved shall be asked to be present at the meeting when their program comes up for consideration by the Board.

E. During the sabbatical leave, the member will receive one-half of the salary at the appropriate step for the year or semester the leave is granted. Such pay will be paid in twenty (20) equal installments, or ten (10) in the case of a semester leave, starting with the first regular pay date and continuing through the contractual school year. The teacher shall also receive full fringe benefits. Provided, however, that the Board shall not be held liable for death or injuries sustained by a teacher while on sabbatical leave.

F. A teacher returning from a sabbatical leave shall be offered reinstatement in the previous or a comparable position, if available; if not available, the teacher shall be assigned to a position for which they are qualified, provided the teacher is still qualified and competent to perform regular teaching duties. To protect the Board against the member's failure to return to a teaching position, the member shall execute a non-interest bearing note in the amount of the one-half pay. This note shall be paid off by one of two methods:

1. The face of the note shall diminish by an amount equal to one-twentieth of the original face for each eighteen days of service rendered.
2. The note shall, upon failure of the member to return to the system to teach, be payable in twenty (20) installments, beginning with October 1st of the year the member should have returned and continuing for the next twenty-two (22) months, excluding the intervening July and August. During such payments, there shall be added to each payment an amount to cover interest so that the effective rate of interest the Board receives will be one percent (1%) of the unpaid balance per month effective September 1st of the school year the teacher would have resumed a normal teaching position. The member shall, after notifying the Board that they will not return, have the option of paying the note in full with no interest prior to September 1st of the school year the member would have resumed a normal teaching station.

G. Failure to return the second year would require that the member make the last ten (10) payments in the same manner as in Section F above with the same effective interest rate.

H. During the sabbatical leave, the member shall not be allowed to hold any full-time paid position. However, this section shall not be construed to deny any teacher the right to fellowships, scholarships, grants-in-aid, or other scholastic stipends.

ARTICLE XXI - GRIEVANCE PROCEDURE

A. The provisions of the Michigan Tenure of Teacher Act (Act No. 4, Public Act of 1937) as amended shall be relied upon exclusively by all parties in connection with all matters covered thereby. This means that when tenure charges are acted on by the Board of Education, or when a teacher appeals an adverse decision to the Tenure Commission, the teacher's remedy shall be through the procedure outlined in the Tenure Act and they shall be prevented from using the grievance procedure to remedy such charge.

B. The primary purpose of the grievance procedure is to provide an amicable means of resolving conflicts, which may arise during the term of this Agreement without interruption of the school program. Further, it is the purpose of this procedure to secure at the lowest level possible equitable solutions to the problems of the parties and to assure that a complaint is processed and considered fairly, with all due speed, and without prejudice or reprisal.

C. The Board and the Association agree that grievance proceedings shall be kept as confidential as may be appropriate at each level of the procedure. Further, it is agreed that the use of the

grievance procedure shall not be cited as a factor in the evaluation of an individual's character or performance.

D. No grievance shall be processed unless it is presented within twenty (20) working days of its occurrence.

E. A "Grievance" is a claim based upon a teacher's, group of teachers', or the Huron Valley Education Association's belief that there has been a violation, misinterpretation or misapplication of a provision of this Agreement or any existing rule, order or regulation of the Board specifically establishing a procedure for redress relating to wages, hours, terms, or conditions of employment. The terms of a claim may be applied to Steps 1 through 3 of the grievance procedure. Step 4 may be applied only for a violation, misinterpretation or misapplication of any provision of this Agreement.

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

F. During Steps 2 - 4, where a grievance is submitted in writing, the written statement shall clearly specify:

1. The specific section of the Master Agreement or the specific Board rule or regulation allegedly violated.
2. When this alleged violation occurred.
3. In what way there has been violation, misinterpretation, or misapplication of this Agreement or rule or regulation of the Board.
4. The results of the previous step in the grievance procedure and why such results were unsatisfactory.
5. The name or names of the aggrieved person or persons, the manner in which they have been injured, and the proposed remedy or remedies for resolution of the grievance.

G. An aggrieved person or the Association believing that they have a grievance as defined in Section E. may file the grievance as follows:

Step 1 The aggrieved person shall first discuss the matter with the principal with the objective of resolving the matter informally. A representative of the Association may be present. The aggrieved teacher shall confirm in writing to the administrator that they are instituting Step1 of the grievance procedure under the Master Agreement.

Step 2 In the event the matter is not resolved informally, the grievance must be submitted in writing (see Section F, a-e) and presented to the principal or designee within ten (10) working days (calendar days shall be substituted for working days during the summer vacation period). Within ten (10) working days of receipt of the written grievance, the principal shall meet with the grievant. The principal or other designated representative of the Board shall, within ten (10) working days after such meeting, render a written decision detailing the disposition of the grievance. A representative of the Association may be present at any meetings held at Step 2.

Either party, the Board or Association, may request and utilize mediation through MERC (Michigan Employment Relations Commission) following this step and before the superintendent level hearing at Step 3. All timelines of the grievance procedure will be paused during the mediation process.

Step 3 If the grievance resolution is unsatisfactory, it can be appealed to the Superintendent or the Superintendent's designee within ten (10) working days. If mediation has been chosen prior to Step 3 and the resolution is unsatisfactory to either party, the grievance may be advanced and appealed to the Superintendent of the Superintendent's designee within ten (10) working days of the written receipt of the MERC mediation decision. The Superintendent or the Superintendent's designee shall within ten (10) working days after receipt of the written Grievance meet with the aggrieved person in an attempt to resolve the matter. A representative of the Association may be present at this meeting. Within ten (10) working days following the meeting between the aggrieved and the Superintendent or the Superintendent's designee, the Superintendent or the Superintendent's designee shall answer the grievance in writing and shall forward said answer to the grievant.

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

Within ten (10) school days after the date of a written request for submission of the grievance to arbitration, representatives of the Board and the Association shall make every reasonable effort to agree upon a mutually acceptable arbitrator. If the parties are unable to mutually agree upon the selection of an arbitrator during the above stated time period, then the Association shall file a request with the American Arbitration Association for a list of qualified arbitrators. The arbitrator shall be selected in accordance with the rules and regulations of the American Arbitration Association. The Board and the Association shall be permitted to present only issues, concerns and evidence previously disclosed to the other party as admissible evidence at a hearing before an arbitrator. It shall be the function of the arbitrator,

and they shall be empowered except as their powers are limited below after due investigation, to make a decision in cases of alleged violation, misinterpretation or misapplication of the Master Agreement between the Board and the Association.

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

H. It is understood that the steps set forth in Section G. relating to the specific procedure for processing grievances and the time limits set forth in Section G., Steps 1 through 4, shall be strictly adhered to. Failure to comply with the aforementioned provisions of this grievance procedure at any step shall be considered substantive and shall mean default by the party failing to conform unless by previous mutual consent of the parties.

I. Any grievance initially presented at the wrong step of the grievance procedure will be referred back to the appropriate step without faulting the grievance.

J. For administrative convenience, the Board may cause complaints, which may be subject of grievance in Step 1 of Section G., first to be presented to an assistant principal or central office administrator, for informal grievances handled under the grievance procedure herein established.

K. A teacher engaged during the school day on behalf of the Association for any emergency situation in any of the grievance procedures detailed in this Article shall be released from regular duties without loss of salary and without charge against any leave allowance.

L. If the Board and/or its representatives believe there has been a violation, misinterpretation, or

misapplication of any provisions of this Agreement, they may file a grievance with the Association. Such grievance shall be in writing and shall set forth the issue involved. Any item introduced into the grievance procedure shall be resolved within the confines of this Article. Representatives of the parties shall meet within fifteen (15) working days after receipt of such grievance and work toward the resolution of the issue.

M. The records of grievances must be kept separate from the personnel file

ARTICLE XXII - INSURANCE PROGRAM

A. Health and Hospitalization Insurance: The Huron Valley Board of Education shall provide health and hospitalization insurance for all employees covered by this Master Agreement. The Board further agrees to provide up to full family coverage to employees and their dependents not otherwise covered under another group health plan. Eligible dependent children may be covered until the end of the calendar year in which they turn 26 subject to insurance company requirements.

1. Insurance plans will be offered to all HVEA employees based on eligibility each Benefit Plan Year beginning January 1 through December 31. Please refer to the Benefit Guide for the current plan details and costs at hvs.org/page/human-resources.
2. MESSA Health Benefit Plan Options
   The health benefit plans available to employees are determined annual by the HVEA Insurance Committee and shall include options such as MESSA Choices, MESSA Essentials, and MESSA ABC plans. Specific plan designs, including deductible levels, co-insurance, prescription coverage, and HAS contributions (where applicable), are subject to change each year. A current list of available MESSA plan options will be maintained in the Benefit Guide and updated annually. Benefit plans will be reviewed and determined each new Medical Benefit Plan Year.
3. Prior to the start of a new Medical Benefit Plan Year, the Board, in compliance with PA152 of 2011, will determine the district status for the following plan year under the State hard cap or the 80/20 cost share alternative provision setting the maximum employer contribution limits toward medical benefit plan costs.
4. Each employee that participates in the health insurance program shall contribute their portion of the medical benefit plan costs inclusive of premium, taxes and fees, and any district health savings account pre-funding under the guidelines and restrictions of Public Act 152 of 2011.
5. Payments for employees' health insurance contributions, as defined above, shall be deducted pre-tax under the district's Section 125 plan, as allowable by IRS rules as evenly as possible from 24 pays as determined by the board.
6. To account for the employee contribution toward the health insurance, the annual employee maximum contribution for health savings accounts and flexible spending accounts shall be in accordance with the maximums established by the IRS, Federal or State regulations.
7. Health and hospitalization coverage shall be available on the basis of a twelve month insurance year for each employee and their eligible dependents. Domestic partner

coverage is available, at the employee's expense, as allowed by the insurance carriers.

8. Health and hospitalization insurance shall be available to all teachers in the bargaining unit. Provided, however, that any teacher who is otherwise covered for health and hospitalization insurance shall not be eligible for health and hospitalization insurance under this Agreement. Insurance for part-time teachers shall be provided at a prorated rate based on their FTE. The district will contribute the prorated share of the annual premium based on the proration of the statutory hard cap. Example .50 FTE teacher, the Board shall pay 50% of the monthly hard cap.
9. Teachers eligible for Medicare shall have such premiums paid by the Board, provided that the total premium amount does not exceed the amount the teacher would otherwise be eligible for under health insurance.
10. Any teacher not enrolled in a health insurance program provided in this Agreement may elect, at Board expense, to take the following option program: A sliding scale will be established annually during the Open Enrollment as follows for cash-in-lieu payout for members who waive medical coverage and elect cash-in-lieu: 1st Tier: 1-165 participants - $3,750, 2nd Tier: 166+ participants = $5,500. This amount shall be paid on a 20-pay cycle. The cash-in-lieu of health provision is subject to the member providing proof to the Human Resources Department of other group health coverage not provided on the Exchange. Participants in this option plan shall have the opportunity to readjust choices when subsidy amounts change.
11. The parties shall establish an Insurance Committee (IC) which consists of six (6) members, three (3) members selected by the Board and three (3) members selected by the Association. The IC is charged with the authority to modify the health insurance coverage, change providers, create a "cafeteria plan", and/or self-insure. After consultation with the Board and the HVEA Rep Council, the IC shall select a health insurance program.

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

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

1. If the insured person is disabled beyond the one hundred eighty (180) calendar day eligibility period, benefits shall then be payable at the rate of up to 66 ⅔% of monthly salary, not to extend beyond age 65. The long-term disability plan will include nervous and mental conditions on the following basis: In-patient, duration of illness; out-patient for up to two (2) years.
2. Benefits shall commence after one hundred eighty (180) calendar days of illness or disability if approved by the carrier.
3. The LTD insurance shall provide for a social security freeze provision and primary only

social security as an offset, and other offsets as established in the carrier's policy.

4. Teachers who (a) are on an extended sick leave which began before the end of a school year and continued into the next school year and (b) have exhausted their sick leave days shall be entitled to the LTD insurance provisions contained in the current Collective Bargaining Agreement.
5. An employee with a disability is required to seek disability coverage. Eligibility for long term disability occurs following 180 calendar days of disability. Employees are encouraged to submit their application to the disability company in a timely manner following Central Sick Bank Guidelines to allow sufficient time for the approval process. In the event that approval is delayed while the disability company reviews an employee's application, the employee remains on full pay through Central Sick Bank. However, to address long term disability applicants that are denied long term disability by the carrier, the parties agree that in such instances, the teacher shall appeal the denial through the process provided by the LTD carrier and that the teacher shall draw days from the Central Sick Bank at a rate equal to that of the LTD salary percentage (currently 66 ⅔% of salary) for the number of days necessary to reach the allowable 365 calendar days, extended in equal proportion to receive the maximum 180 paid days, as specified in the collective bargaining agreement. (Grandfather current employees in the LTD appeal process).
6. The Board shall retain the right to select and name the carrier of this insurance with the following specifications:
    a. A reputable insurance company with experience in teacher long-term disability coverage;
    b. Immediate availability of field representatives;
    c. Definite time procedure for pay back which is acceptable to both the Board and the Association;
    d. Proven reliability in fulfilling contracts;
    e. The coverage shall include maternity disability benefits, and eligibility waiting periods as defined in this collective bargaining agreement.
    f. Teachers on long-term disability will have their health insurance only continued for one hundred eighty (180) calendar days beyond the date of eligibility as determined by the carrier. Teachers must complete forms provided by the insurance company to make claims against it.
7. LTD information and insurance claim forms will be available at the Human Resources Office.

D. Dental Insurance: The Board shall select the insurance carrier and support the cost of the dental plans set forth for all employees covered by this Master Agreement and their eligible dependents.

1. The Board shall provide MESSA Delta Dental:
    a. 100% Diagnostic and Preventive Services which includes the following: oral examinations, Prophylaxes, Topical fluoride, Brush biopsy, Emergency palliative, two cleanings in 12 months.
    b. 80% Basic Services which include the following: Radiographs (X-rays),

Restorative, Crowns, Oral Surgery, Endodontic Services - treatment for diseased or damaged nerves, Periodontic Services - treatment for diseases of the gum and teeth-supporting structures,

c. 80% Major Services which includes the following: Procedures for the construction of fixed bridgework endosteal implants, partial and complete dentures.
d. 50% Orthodontic Services benefits which includes the following: Necessary treatment and procedures required for the correction of the abnormal bite.

2. The maximum benefit per person for Basic and Major Services combined is $1,500 per calendar year.
3. The maximum benefit per person for Orthodontic Services is at a $2,500 lifetime maximum benefit per eligible insured person.
4. Where applicable, the dental programs shall provide for both internal and external coordination of benefits.
5. Please refer to the Benefit Guide for the current plan details at hvs.org/page/human-resources.

E. Vision Insurance: The Board shall provide, without cost to all employees and their eligible dependents, MESSA Vision Preferred vision coverage subject to coverage plan provisions including coordination of benefits, which shall be effective the first day of the month following ratification of this Agreement. MESSA Vision Preferred pays 100% of the approved amount of Optometrist and Ophthalmologist exams and eyeglass lenses. There is a $135 allowance for contact lenses and eyeglass frames.

1. Please refer to the Benefit Guide for the current plan details at hvs.org/page/human-resources.

F. General Insurance Provisions:

1. A teacher who fulfills their contract and resigns at the end of the school year shall have the insurance coverage listed in this contract continued at district expense subject to PA 152 limitations through August 31 of the year in which the teacher severs employment.
2. In the event of the death of a bargaining unit member, the employer shall continue payment of premiums for applicable health and dental insurance, including coordination of benefits, through the then current insurance year, provided that such dependent coverage is not otherwise available to the eligible dependents, and provided the insurance policy permits such continued dependent coverage.
3. Insurance benefits for a teacher who is laid off or who resigns during the school year for health reasons, or for other mutually agreeable reasons, will be extended to reflect the pro- rata portion of the work year, which was completed.
4. The terms and any contract or policy issued by an insurance company hereunder shall be controlling as to all matters concerning benefits, eligibility, and termination of coverage, and other related matters.
5. The Board, by payment of the premium payments, shall be relieved from all liability with respect to the benefits provided by the insurance coverage as above described.

The failure of an insurance company to provide any of the benefits for which it has contracted for any reason shall not result in any liability to the Board or the Association nor shall such failure be considered a breach by either of them of any obligation.

6. Differences between employees or beneficiaries of employees and any insurance company shall not be subject to the grievance procedure. However, the Board will exert every effort to assist in resolving such problems.

ARTICLE XXIII - SALARY SCHEDULE

A. The salary of all teachers covered by this Agreement, with the parameters set forth in Article XXI, section C of teachers of Head Start and Great Start Readiness Program, shall be listed in Schedule A. The pay schedule for compensable, extra-curricular activities and duties shall be listed in Schedule B. Both Schedules A and B shall be attached hereto and made part of this Agreement.

B. No teacher shall be given credit for experience beyond level five (5) of the salary schedule unless the teacher shall have qualified for a temporary vocational authorization, occupational, provisional, continuing, professional, or permanent teaching certificate valid in the State of Michigan. The provisions of this section shall apply specifically (but not exclusively) to teachers with "emergency" certificates, and it shall also apply to teachers who fail to qualify within the allotted time for a continuing certificate.

C. For the duration of the 2025-2027 Collective Bargaining Agreement, all retired teachers will be hired at their respective lane and step at the time of their retirement.

D. The salary of teachers of Head Start and Great Start Readiness Program, shall be listed in Schedule A with the following parameters:
    1. Teachers hired prior to August 1, 2021, and remain a teacher in Head Start or Great Start Readiness Program, shall advance on the salary schedule for the 2021/22 & 2022/23 school years. Beginning with the 2023/24 school year, teachers shall not progress beyond Step 5 or shall be frozen on the step they were on during the 2022/23 school year if at Step 5 or greater.
    2. Teachers of Head Start and Great Start Readiness Program hired on or after August 1, 2021 shall not progress beyond Step 5 of any Lane in Schedule A.
    3. Teachers of Head Start and Great Start Readiness Program shall be eligible for lateral salary advancement as outlined below in Section D.
    4. In the event a teacher of Head Start or Great Start Readiness Program transfers to a teaching position other than Head Start or Great Start Readiness Program, the teacher shall be placed on the salary schedule with credit for any years frozen, if applicable, in the Head Start or Great Start Readiness Program.
    5. Any teacher transferring into a Head Start or Great Start Readiness Program position shall not be placed or advance beyond step 5.
    6. In the event the district receives an annual student foundation allowance for Head Start or Great Start Readiness Program equal to or greater than the annual student

foundation allowance for K-12 programming, the parameters of this section shall not apply and teachers of Head Start and Great Start Readiness Program shall be placed on the salary schedule with credit for any years frozen, if applicable, in the Head Start or Great Start Readiness Program.

E. The established procedure for lateral salary advancements will be: Teachers who submit transcripts attesting to their completion of graduate semester credit hours shall receive salary schedule credit provided said transcripts are transmitted to the district's Human Resources Department by October 15 for the first semester and March 15 for the second semester. Salary adjustments shall be made retroactive to the first day of the semester.

   To be eligible for additional credit on the salary schedule, graduate semester credit shall be defined as: a graduate level course within a planned graduate degree program at an institution that is accredited by at least one of the agencies listed below and earned after the attainment of the individual's highest conferred degree. Graduate level courses that are within a planned program are permitted even when the teacher is not enrolled within the planned program. All such credit hours must be graduate semester credit hours and reported on an official transcript from a college, university, or program, which is accredited by the appropriate regional or national agency for accreditation of educational programs through the Counsel for the Accreditation of Educator Preparation (CAEP) or by the appropriate regional institutional accrediting agencies.

   If teachers intend to utilize a course that is not part of a graduate program for a lane change, they must submit a pre-approval request to HR. Appropriate exceptions may be made by mutual consent between the Board and the Association.

   The parties agree to the combination of the Masters and the Bachelors +36 hours in a single salary Lane C. The parties further agree to the combination of the Ed. Specialist and the Masters +36 hours in a single salary Lane E, provided that the college graduate semester credit hours for the above apply directly to the improvement of the teacher as it relates to the teaching assignment.

F. Any teacher who is employed by the district prior to the end of the third term and who continues such employment for the remainder of the school year shall receive credit on the salary schedule for a full year's employment. Any teacher who is employed after the end of the third term and who continues such employment shall be placed on the same experience level for the ensuing school year. Any teacher who is recalled after the end of the first semester and who continues such employment shall be placed on the next experience level for the ensuing school year.

G. Any teacher within the bargaining unit having a doctoral degree shall receive a stipend at a rate of $1,452 over the appropriate step on Schedule E, provided that the advanced degree applies directly to the improvement of the teacher as it relates to the teaching assignment.

H. Teachers who are newly hired in the district who have previous teaching experience will be granted credit on the Salary Schedule of this Agreement in the lane which corresponds to the educational level attained by the teacher at the time of hire. The teacher may, at the discretion of Human Resources, receive one year of credit on the Salary Schedule for each year of experience credit, granted or attained, on the salary schedule of a public educational· institution. For teachers who are newly hired into a bargaining unit position other than classroom teachers, credit will be granted in accordance with the above stated limitations for previous professional employment in a position related to the position for which the teacher is hired. Previous experience in substitute teaching or as a para-professional shall not be included in the granting of previous teaching experience. Up to five (5) years of experience may be granted. Any experience granted above five (5) years must equate to the teacher's total teaching experience as identified in this section and shall be at the discretion of the district.

I. In keeping with the current practice of allowing compensatory "comp time" for certain situations including, but not limited to counselor services in the summertime:
    1. The form below shall be used to record all activities, accumulation of and use of comp time by HVEA members. The camp time recording form shall be signed by the HVEA member and supervisor to ensure that both parties are in agreement.
    2. For comp time to be credited, the total number of hours and the activity involved shall be determined and mutually agreed to by the employee and supervisor prior to instituting the activity in which comp time is being requested.
    3. For comp time to be used, the number of hours and the date that the hours are to be used shall be submitted to the supervisor and mutually agreed to prior to using any accumulated comp time.

HVEA Comp Time Recording Form

Date	Activity	Hours Earned	Hours Used	HVEA Member Signature	Principal - Supervisor Signature

J. Any teacher in the bargaining unit working as a School Social Worker or Speech Language Pathologist shall be paid at the appropriate step in Lane D to compensate for the additional coursework or certification required for the School Social Worker or Speech Language

Pathologist position.

ARTICLE XXIV - MILEAGE

A. Teachers shall not be expected to transport students to and from school activities in their personal cars.

B. The Board's mileage reimbursement rate shall be the maximum allowed by the Internal Revenue Service per mile. For approved travel outside of the school district, mileage reimbursements shall be calculated based on the lesser of the distance traveled from the employee's home or primary worksite to the conference or business destination.

C. Teachers who provide their own transportation shall be reimbursed for:
   1. travel between duty stations
   2. travel to and from approved conventions and conferences and
   3. other authorized travel on school business

D. The Board shall instruct all teachers in the district of the procedures for reimbursement.

ARTICLE XXV - SEVERANCE PAY

A. Qualified teachers will receive severance pay based on the table below. To qualify for severance pay the teacher must have been employed for a minimum of fifteen (15) consecutive years in Huron Valley and must be holding a teaching assignment. Exchange leaves and sabbatical leaves shall count as years of service for purposes of computing severance pay. The percentage of severance pay shall be based upon the teacher's last year's salary, exclusive of premium pay; provided however, that the teacher who completes the first semester of the school year receives severance pay, if otherwise eligible, on the then current salary schedule, while the teacher who does not complete the first semester receives severance pay on the previous school year's salary schedule.

Years of Service	Percentage of Severance Pay
15	4.5
16	5.0
17	5.5
18	6.0
19	6.5
20	7.5
21	8.0
22	8.5
23	9.0
24	9.5
25	10.5

26	11.0
27	11.5
28	12.0
29	12.5
30	14.0

B. There will be a reimbursement to retirees of $60.00 for each unused sick day over seventy-five (75) days that the employee has accumulated to a maximum reimbursement of one hundred-five (105) days.

C. Severance and sick day reimbursement payments will be deposited directly into the Huron Valley Schools non-elective tax-deferred plan, in accordance with current IRS regulations.

If the payments exceed the IRS limits, excess funds shall be distributed in this same manner to the non-elective tax deferred plan during the month of January in the next calendar year.

If individuals have yet to attain the age of 55 and elect to withdraw their funds and as a result incur an early withdrawal penalty by the IRS, the members will be reimbursed by Huron Valley so as not to suffer a loss of funds. Individuals covered by this provision shall declare whether or not they plan to withdraw the money early and incur the penalty no later than the final day of the school year of their separation.

Individual members shall select an IRS approved non-elective tax-deferred plan Administrator.

The parties agree to renegotiate the program should there be a change by the applicable Internal Revenue Service tax rulings.

ARTICLE XXVI - CONTRACT MAINTENANCE COMMITTEE

The Board and the Association agree to form a joint district committee entitled the Contract Maintenance Committee (CMC) consisting of five (5) members appointed by the Administration and five (5) members appointed by the Association. The HVEA President and Chief Human Resources Officer shall co-facilitate the CMC. The purpose of this committee will be to discuss areas of mutual concerns that arise during the life of the Master Agreement to try and resolve issues before they become problems. This committee may replace other district-wide groups by consensus of the group. Issues addressed by the CMC should be global in nature and not specific to an individual. Only the teams may bring issues to the CMC, not individual members of the respective parties.

The first meeting of the CMC will be held within the first forty-five (45) days of the school year and at that meeting, the CMC will schedule their calendar for the year. The Chief Human Resources Officer and the HVEA President will mutually determine a date and time for the meeting and review all agenda items. Meetings will include a joint agenda and minutes. The CMC will not meet if there are no issues to discuss. Items that come before the committee are discussed by all. After discussion, the agenda item(s) may be moved forward only with mutual consent. The

CMC is empowered to resolve issues within the existing decision-making framework of their respective constituency.

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

At each meeting at least three (3) members from each team must be present for a quorum to be established. There shall be a school year term for the committee team members of each party which will remain constant for this duration. At the end of this time, either party may replace some or all of the appointed members. The majority of members of the committee will be trained in interest-based bargaining and the consensus model will be used for decision-making. Subcommittees and resource persons may be used by consensus of the group.

ARTICLE XXVII - SEPARABILITY

If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect. In the event that a provision of this contract should become null and void, the parties agree to negotiate necessary changes.

ARTICLE XXVIII - NEGOTIATION PROCEDURES

A. By April 1, prior to the expiration date of this Agreement, the parties shall initiate negotiations for the purpose of entering into a successor agreement.

B. The parties agree to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information, and otherwise constructively considering and resolving the subjects for negotiation.

C. In any negotiations, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party, and each party may select its representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Education and by a majority of the teachers, but the parties mutually pledge that the representatives shall be clothed with necessary power and authority to make and consider proposals and make concessions in the course of negotiations subject only to such ultimate ratification.

D. All copies of the final Agreement shall bear the signatures of the parties. Three (3) copies of the Agreement shall be retained as a matter of record: one retained by the Board, one retained

by the Superintendent, one retained by the Association.

E. Any section may be reopened for negotiation by mutual consent.

ARTICLE XXIX - CONCLUSION AND DURATION OF AGREEMENT

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

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

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

C. Signed copies of this Agreement titled "Master Agreement between the Huron Valley School District and the Huron Valley Education Association, MEA/NEA" shall be printed at the expense of the Board within thirty (30) days of ratification by both parties. Further, the Board shall furnish fifty (50) copies of the Master Agreement to the Association for its use. An electronic version will be made available to all members on the district website.

D. Duration of Agreement: This agreement shall be effective August 1, 2025 and shall continue in effect until July 31, 2027.

EDUCATION ASSOCIATION

Jennifer Hollander, HVEA President

Terese Fitzpatrick, MEA Uniserv Director

BOARD OF EDUCATION

Laura Dodd, HVS Board President

Denise Pistana, HVS Board Secretary

Dr. Paul Salah, Superintendent

Jeanette Wenger, Chief Human Resource Officer

Negotiating Team Members

For the HVEA	**For the Board**
Jennifer Hollander	Jeanette Wenger
Terese Fitzpatrick	John Tavernier
Don Hogaboom	Geoffrey VanGoethem
Natalie Moore	Teri Thompson
Heidi Utterback	Kevin McKenna
Lisa Dunleavy	Heather Carignan
Jim Shouldice	Jennifer Bjorkman
Emily Mienkwic	Stacy Sattler

SCHEDULES AND APPENDICES

Schedule A - SALARY & FINANCIAL REVIEW

Schedule B - EXTRA CURRICULAR PAY SCHEDULE

Schedule C - CALENDARS

Appendix A - CURRICULUM DEVELOPMENT

Appendix B - EVALUATION

Appendix C – LETTERS OF UNDERSTANDING

SCHEDULE A-1; A-2 TEACHERS' SALARY SCHEDULE 2025-2026; 2026-2027

STEP	Bachelors A	Bachelors +18 B	Masters Bachelors +36 C	Masters +15 D	Ed.Spec. Masters +36 E
1	42,455	43,830	46,727	48,609	50,488
2	43,837	45,476	48,666	50,628	52,584
3	45,260	47,180	50,687	52,728	54,766
4	46,731	48,949	52,789	54,917	57,038
5	48,250	50,784	54,980	57,195	59,406
6	49,819	52,689	57,263	59,569	61,871
7	51,438	54,666	59,639	62,042	64,440
8	53,109	56,715	62,115	64,615	67,113
9	54,835	58,842	64,690	67,298	69,899
10	56,617	61,049	67,376	70,090	72,799
11	58,457	63,338	70,172	72,998	75,821
12	60,357	65,714	73,084	76,029	78,967
13	62,319	68,178	76,118	79,184	82,244
14	64,345	70,735	79,276	82,470	85,658
15	66,436	73,386	82,566	85,892	89,211
16	69,094	79,385	88,480	91,150	94,676

SCHEDULE A-3 FINANCIAL REVIEW COMMITTEE

The Financial Review Committee (FRC) will meet at least two times a year, the first in November following the district audit and the second in the spring. The FRC will consist of a maximum of eight committee members (four HVEA representatives and four district representatives) and a minimum of six committee members (three HVEA representatives and three district representatives). The FRC will discuss formula results, fund balance, student enrollment decline/growth, health insurance costs and any other topics of interest to both parties.

SCHEDULE A-4 FINANCIAL AGREEMENT FOR THE 2025-2027 CONTRACT

FY (school year) 2025-2026

A. Steps and Lanes will be awarded to all teachers covered under this contract
B. 2% on schedule increase – Salary Schedule A-1
C. 2% on schedule to Schedule B-2
D. $2,000 off schedule payment for those teachers who were at the top step in 2024-25 with the last paycheck in November 2025
E. Class size reopener after November 1, 2025
F. If Oakland County passes an enhancement millage during the 2025-2026 school year, a wage reopener will be triggered with no concessions

FY (school year) 2026-2027

A. Steps and Lanes will be awarded to all teachers covered under this contract
B. $2,000 off schedule payment for those teachers who were at the top step in 2025-2026 with the last paycheck in November 2026
C. Wage reopener after November 1, 2026 with no concessions
D. If Oakland County passes an enhancement millage in the 2026-2027 school year, a wage reopener will be triggered with no concessions

SCHEDULE B

EXTRA - CURRICULAR

PAY SCHEDULE

SCHEDULE B-1 EXTRA-CURRICULAR PAY SCHEDULE

The following pay schedule for extra-curricular duties or activities shall be in addition to the salary of the teacher concerned and shall be based upon Lane A of the salary schedule A-1 and A-2 for the current HVEA contract.

- The inclusion of any extra duty in this section does not obligate the Board to assign, or fund that duty.

- In the event duty is continued, but the teacher is not retired, the Board or its designee will advise the teacher of the reason in writing

- The fact that monetary compensation will be given for these duties does not preclude the possibility of the department heads being assigned released time whenever deemed necessary by the administration.

- Intramural coordination includes at least 50 hours of supervised student physical and enrichment activities (i.e. skiing, bowling, basketball, hockey, volleyball, arts and crafts, etc.) throughout the school year. For less than 50 hours pay will be pro-rated.

- Department heads may be appointed when there is a full-time equivalency of two (2) or more teachers in a designated department. The duties of the department heads will be established by the building principal. The rate of compensation for performing these duties is set forth on the schedule above.

- Elementary Overnight Camp Learning Experiences
    - The standard is for either two- or three-night stays. There is no additional compensation for more than three-night experiences.
    - Payment is only for Camp Counselors. The Camp Director position will not be funded.
    - A maximum of one teacher per classroom will be compensated.
    - The rate of compensation has been formulated. The amount of $789 is based on a five (5) day camp. The amount of $395 will be paid for two and/or three-night camp experiences.
    - The following is a list of activities/responsibilities that would typically be expected:
        - Organizing and pre-planning camp activities
        - Serving as a liaison between camp and school
        - Parent communications

- Every effort will be made to post Schedule B coaching positions when they become vacant, or are anticipated to become vacant. Appointments may be made by the Athletic Director in emergency situations.

HIGH SCHOOL ATHLETICS

Tier I	Football and Boys & Girls Basketball	
	Varsity Head Coach (1 per team)	11%
	Varsity Football Coordinator (2 per team)	9%
	Varsity Assistant Coach (2 per team)	7%
	Junior Varsity and Freshman Coach (1 per team)	8%
	JV and Freshman Football Coordinator (1 per team)	7%
	JV and Freshman Assistants (1 per team)	7%
Tier II	Cross Country, Soccer, Swim/Dive, Hockey, Lacrosse, Track & Field, Volleyball, Wrestling, Baseball, Softball	
	Varsity Head Coach	9%
	Junior Varsity and Freshman Coach	7%
	Assistants	6%
Tier III	Golf, Tennis, Bowling, Skiing, Gymnastics & Competitive Cheer	
	Varsity Head Coach	7%
	Junior Varsity Coach	6%
	Assistants	5%
Tier IV	Equestrian, Sideline Cheer, Pom-Pon Fall, Pom-Pon Winter, Figure Skating, Boardercross	
	Varsity Head Coach	5%
	Junior Varsity Coach	4%
	Assistant & Others	Flat to 3%
	Special Olympics Unified* Head Coach (1 per team)	5%
	Special Olympics Unified Assistant Coach (2 per team)	3%

*1 Special Olympics Unified team per sport for the district

Athletic coaches will be provided with contracts before the season (first allowed practice) begins. Coaches will sign and return contracts to the Athletic Director before the season (first allowed practice) begins.

High School Building Athletic Coordinator

The High School Building Athletic Coordinator shall be compensated at 10% of Schedule A-16 the first year, 11% the second year, 12% the third year, 13% the fourth year, and 14% of the Schedule A-16 thereafter.

MIDDLE SCHOOL ATHLETICS

Coaches: Basketball, Wrestling, Cross Country Track & Volleyball	5.5%
Assistant Coaches: Cross Country, Track, Volleyball	3%

OTHER PROGRAMS & DUTIES

Additional Teacher Duty (Article XI, E. Substitute teaching during conference period or lunch)	$55.32/hr
Homebound Services	$55.32/hr
Curriculum Development / Professional Learning (See Appendix A) Teacher Leaders (up to 50 hours per semester, July 1st through end of Semester 1 and start of Semester 2 through June 30th. Additional hours require prior approval)	$35.00/hr
Summer School	$35.00/hr
Secondary Department Heads (full time equivalency of 8 or more)	$1,714
Secondary Department Heads (full time equivalency of 2 to 7)	$970
Website Coordinator	$1,200

HIGH SCHOOL ACTIVITY

Band	
Band Director	10%
Competitive Marching Band Director	6%
Assistant Band Director	6%
Percussion Captain	4%
Color Guard Captain	4%
Drama Production	
Stage Director	6%
Theater Program Director	3%
Technical Director	2%
Musical Production	
Stage Director	8%
Music Director	5%
Orchestra Director	2%
Technical Director	2%
Choreographer	2%
Accompanist	2%
Vocal Music Director	10%
Class Advisors, per sponsor (if there is more than one advisor, pay will be equally divided):	
Senior	$1,697
Junior	$875
Sophomore	$875
Freshman	$875
Career Internship Coordinator (Compensation for additional auto insurance)	$500
Debate	$1,953
DECA	$1,680
Forensics	$1,348
Literary Magazine	$791
National Honors Society	$840
Newspaper	$1,545
Robotics Mentor	$3,500
Robotics Assistant Mentor	$1,250
Social Studies Olympiad	$1,683
Science Olympiad	$1,683
Student Council Advisor	$1,697
Yearbook (if no release time)	$1,953

MIDDLE SCHOOL ACTIVITY

Band	6%
Vocal Music	3%
Cohort Facilitator (if not department head)	$500
Dean of Students	$1,050 per semester
Drama	$1,000
Future Problem Solvers	$1,348
Intramurals Coordinator	$1,195
Leadership Coordinator	$1,195
Literary Magazine	$500
National Junior Honors Society	$840
Newspaper (if no release time)	$609
Robotics	$1,250
Science Olympiad Coaches	$1,348
Yearbook (if no release time)	$1,224

ELEMENTARY ACTIVITY

Art Show (Single building)	$500
Art Show (2 or more buildings)	$600
Building Support Coordinator	$1,050 per semester
Chorus (Single building; pro-rated for more or less than 4 performances/yr)	$504
Chorus (2 or more buildings; pro-rated for more or less than 4 performances/yr)	$630
Cohort Facilitator	$500
Drama (pro-rated for more or less than 2 performances/yr)	$504
Math Pentathlon Building Coordinator/Facilitator	$500
Physical Education Kids Heart Challenge (Single building)	$500
Physical Education Kids Heart Challenge (2 or more buildings)	$600
Safety Patrol	$500
Science Olympiad Building Coaches	Add'l Duty Rate
Science Olympiad Building Coordinator	$500
Science Olympiad District-Wide Coordinator	$952
Student Council/Leadership	$630
Yearbook	$840

SCHEDULE B-2; B-3 EXTRA CURRICULAR PAY SCHEDULE 2025-2026; 2026-2027

STEP	2%	3%	4%	5%	5.5%	6%	7%	8%	9%	10%	11%	12%	13%	14%
1	849.10	1273.65	1698.20	2122.75	2335.03	2547.30	2971.85	3396.40	3820.95	4245.50	4670.05	5094.60	5519.15	5943.70
2	876.74	1315.11	1753.48	2191.85	2411.04	2630.22	3068.59	3506.96	3945.33	4383.70	4822.07	5260.44	5698.81	6137.18
3	905.20	1357.80	1810.40	2263.00	2489.30	2715.60	3168.20	3620.80	4073.40	4526.00	4978.60	5431.20	5883.80	6336.40
4	934.62	1401.93	1869.24	2336.55	2570.21	2803.86	3271.17	3738.48	4205.79	4673.10	5140.41	5607.72	6075.03	6542.34
5	965.00	1447.50	1930.00	2412.50	2653.75	2895.00	3377.50	3860.00	4342.50	4825.00	5307.50	5790.00	6272.50	6755.00
6	996.38	1494.57	1992.76	2490.95	2740.05	2989.14	3487.33	3985.52	4483.71	4981.90	5480.09	5978.28	6476.47	6974.66
7	1028.76	1543.14	2057.52	2571.90	2829.09	3086.28	3600.66	4115.04	4629.42	5143.80	5658.18	6172.56	6686.94	7201.32
8	1062.18	1593.27	2124.36	2655.45	2921.00	3186.54	3717.63	4248.72	4779.81	5310.90	5841.99	6373.08	6904.17	7435.26
9	1096.70	1645.05	2193.40	2741.75	3015.93	3290.10	3838.45	4386.80	4935.15	5483.50	6031.85	6580.20	7128.55	7676.90
10	1132.34	1698.51	2264.68	2830.85	3113.94	3397.02	3963.19	4529.36	5095.53	5661.70	6227.87	6794.04	7360.21	7926.38
11	1169.14	1753.71	2338.28	2922.85	3215.14	3507.42	4091.99	4676.56	5261.13	5845.70	6430.27	7014.84	7599.41	8183.98
12	1207.14	1810.71	2414.28	3017.85	3319.64	3621.42	4224.99	4828.56	5432.13	6035.70	6639.27	7242.84	7846.41	8449.98
13	1246.38	1869.57	2492.76	3115.95	3427.55	3739.14	4362.33	4985.52	5608.71	6231.90	6855.09	7478.28	8101.47	8724.66
14	1286.90	1930.35	2573.80	3217.25	3538.98	3860.70	4504.15	5147.60	5791.05	6434.50	7077.95	7721.40	8364.85	9008.30
15	1328.72	1993.08	2657.44	3321.80	3653.98	3986.16	4650.52	5314.88	5979.24	6643.60	7307.96	7972.32	8636.68	9301.04
SS	1381.88	2072.82	2763.76	3454.70	3800.17	4145.64	4836.58	5527.52	6218.46	6909.40	7600.34	8291.28	8982.22	9673.16
STEP	2%	3%	4%	5%	5.5%	6%	7%	8%	9%	10%	11%	12%	13%	14%

SCHEDULE C-1 2025-26 SCHOOL CALENDAR

Aug 26 & 27	No School in Session - Teacher Inservice
Aug 28	No School in Session - Teacher Work Day (floating)
Sept. 2	All Schools is Session – First Day of School for Students
Sept. 23	Student Early Release
Oct. 7	Student Early Release
Oct. 31	Student Half Day for Elementary & Middle School – Teacher Records
Nov. 4	No School in Session – Election Day / Teacher Inservice
Nov. 26	No Schools in Session - Teacher Comp Parent/Teacher Conferences
Nov. 27 - 28	No Schools in Session – Thanksgiving Holiday
Dec. 9	Student Early Release
Dec. 22 - Jan 2	No Schools in Session – Winter Holiday Break
Jan 14 - 16	High School Exams
Jan. 16	Student Half Day – Teacher Records
Jan. 19	No Schools in Session – Martin Luther King Jr. Day
Feb. 10	Student Early Release
Feb. 16 - 18	No Schools in Session – Winter Break
Mar. 3	No School in Session - Teacher Inservice
Mar. 20	Student Half Day for Elementary & Middle School – Teacher Records
Mar. 30 - Apr. 6	No Schools in Session – Spring Break
Apr. 14	Student Early Release
May 5	No School in Session – Teacher Inservice
May 25	No School in Session – Memorial Day
June 9 - 11	High School Exams
June 11	Last Day of School/Student Half Day

SCHEDULE C-2 2026-27 SCHOOL CALENDAR

Aug 25 & 26	No School in Session - Teacher Inservice
Aug 27	No School in Session - Teacher Work Day (floating)
Aug. 31	All Schools is Session – First Day of School for Students
Sept. 4 – 7	No Schools in Session - Labor Day Recess
Sept. 22	Student Early Release
Oct. 6	Student Early Release
Oct. 30	Student Half Day for Elementary & Middle School – Teacher Records
Nov. 3	No School in Session – Election Day / Teacher Inservice
Nov. 25	No Schools in Session - Teacher Comp Parent/Teacher Conferences
Nov. 26 - 27	No Schools in Session – Thanksgiving Holiday
Dec. 8	Student Early Release
Dec. 21 - Jan 1	No Schools in Session – Winter Holiday Break
Jan 13 - 15	High School Exams
Jan. 15	Student Half Day – Teacher Records
Jan. 18	No Schools in Session – Martin Luther King Jr. Day
Feb. 9	Student Early Release
Feb. 15 - 16	No Schools in Session – Winter Break
Mar. 2	No School in Session - Teacher Inservice
Mar. 19	Student Half Day for Elementary & Middle School – Teacher Records
Mar. 26 - Apr. 2	No Schools in Session – Spring Break
Apr. 13	Student Early Release
May 4	No School in Session – Teacher Inservice
May 31	No School in Session – Memorial Day
June 8 - 10	High School Exams
June 10	Last Day of School/Student Half Day

APPENDIX A-1 COMPENSATION FOR CURRICULUM DEVELOPMENT AND PROFESSIONAL LEARNING

A. This compensation plan is designed for curriculum development and professional learning:
   - that is outside the normal school day or school year as defined in the Master Agreement
   - includes work as a participant, presenter, trainer, chairperson, writer, or project developer.
   - that is approved by the administration

   All compensation set forth herein will be based upon the hourly rate set forth in Schedule B-1 as “Curriculum/Professional Learning”.

B. Compensation Rates
   - Bargaining unit members who participate in professional learning committees, projects, programs, or curriculum development committees, projects, programs shall be compensated at the hourly rate above for each hour of project activity. Curriculum writers will receive compensation when the product is acted upon by the CIC, but not later than the end of the school year in which the writing is performed.
   - In addition to the compensation set forth in paragraph A above, bargaining unit members who serve as presenters, trainers, or chairpersons shall receive an additional one hour of compensation for each hour of project activity.
   - In addition to the compensation set forth in paragraph A above, bargaining unit members who are employed to design or develop a project shall receive an additional two hours of compensation for each hour of project activity.

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

APPENDIX B-1 EVALUATION TIMELINE

ON-CYCLE TEACHERS

September - October

1. Pre-Inquiry Meeting with each on-cycle teacher
2. Mutually agree upon two to three Focus Areas from Pre-Inquiry Meeting
3. Create Growth Plan in Pivot:
    a. Add Reflective Practice template
    b. Add two Action Steps for each Focus Area (review prior summative evaluation)
    c. Approve mutually agreed upon Growth Plan

October – January

1. One to two observations (No less than 15 min.)
    a. A classroom observation shall include a review of the teacher's lesson plan, the state curriculum standard being used in the lesson and a review of the pupil engagement in the lesson.
    b. Ratings are not given on observations
2. Administrator scripts and codes in Pivot
3. Administrators provide face-to-face feedback during a post-observation meeting
4. Administrator feedback must be document in Pivot within thirty days of each observation
5. Teacher responds to feedback in Pivot
6. Continue to respond to teacher feedback, when appropriate

December - February

1. Mid-year Inquiry Meeting
    a. All teachers who are probationary, or teachers who are rated as developing or needing support are required to have a mid-year meeting to discuss progress towards areas of focus, goals and support needed to be successful.

February- April

1. One to two observations (No less than 15 min.)
    a. A classroom observation shall include a review of the teacher's lesson plan, the state curriculum standard being used in the lesson and a review of the pupil engagement in the lesson.
    b. Ratings are not given on observations
2. Administrator scripts and codes in Pivot
3. Administrators provide face-to-face feedback during a post-observation meeting
4. Administrator feedback must be documented in Pivot within thirty days of each observation
5. Teacher responds to feedback in Pivot
6. Continue to respond to teacher feedback, when appropriate

By May 15th

1. On-cycle teacher completes Reflective Practice Questions

Administrators - Month of May:

1. Schedule Post-Inquiry Meeting
2. Review all coded evidence from observations, responses to feedback, Reflective Practice Questions and optional PCC documentation prior to Post-Inquiry Meeting
3. Prepare/Finalize Summative Evaluation consisting of rating each subdomain (scale 1-3) and enter average score at the bottom of each domain
    a. Repeat for each domain.
4. Average all domains to be entered into Professional Practice on the Summative Evaluation
5. Read Reflective Practice Responses and use rubric to determine overall score (1-3).
6. Review all subdomain scores and domain ratings
7. Review Reflective Practice score and overall effectiveness rating
8. Discuss and record future Areas of Focus in comment section of summative evaluation

By June 2nd

1. Summative rating /signature page due to Human Resources

INDIVIDUAL DEVELOPMENT PLANS, MENTORS & TENURE

A. Probationary Educators

1. The Tenure Act requires that all probationary teachers receive an IDP which is developed by an administrator in consultation with the teacher. 5 Dimensions fulfills probationary IDP requirements.
2. "Consultation" with the teacher requires that the teacher have a meaningful opportunity to provide input on the IDP's development.
3. The IDP must include specific performance goals that assist the teacher to improve effectiveness and must identify training to help the teacher meet those goals.
4. A "manageable" IDP contains three to five goals, corresponding steps or requirements to meet those goals, and outlines the teacher's responsibilities. The IDP goals should be the cornerstone of future observations, conversations, mid-year reviews, and the year-end evaluation.

Assigning a Mentor: Probationary teachers are assigned a mentor for three years. Probationary teachers previously tenured in another district are assigned a mentor for two years. The principal is responsible for assigning and monitoring mentors to ensure that the mentors are completing their responsibilities to support our new educators.

Achieving Tenure: If a teacher has been rated effective on three consecutive year-end performance evaluations and has completed at least 4 full school years of employment in a probationary period, the teacher is considered to have successfully completed the probationary period and achieved tenure.

B. Tenured Educators

1. All tenured teachers who are rated as Developing or Needing Support receive an IDP which is developed by an administrator in consultation with the teacher.
2. "Consultation" with the teacher requires that the teacher have a meaningful opportunity to provide input on the IDP's development.
3. The IDP must include specific performance goals that assist the teacher to improve effectiveness and must identify training to help the teacher meet those goals.
4. A "manageable" IDP contains three to five goals, corresponding steps or requirements to meet those goals, and outlines the teacher's responsibilities. The IDP goals should be the cornerstone of future observations, conversations, mid-year reviews, and the year-end evaluation.

Assigning a Mentor: A mentor is required the following year after a teacher is rated Developing or Needing Support on the year-end evaluation. After a conversation with the teacher to discuss mentor options, the principal is responsible for assigning a mentor.

APPENDIX B-2 EVALUATION CYCLE

5D+ Rubric for Instructional Growth and Teacher Evaluation

The following educators are considered to be On-Cycle

- All Probationary Educators
- Educators rated Developing or Needing Support in the past 3 years.
- Any educator who has not had three consecutive Effective/Highly Effective ratings from the 5D+ Rubric
- Group identified On-Cycle by school year in Table below

Group A: Grades 4 & 5, Tech, Math Coaches, CTE, Social Studies, Speech and Language Pathologists, Special Ed TC/RR teachers

Group B: Grades 2 & 3, Art, PE, EIS Coaches, ELA, World Languages, Teacher Leaders, Social Workers, Psychologists and Health teachers

Group C: Grades JK, K & 1st, Music, EL Teachers, Math, Science, Counselors, and Special Ed Categorical teachers

	On-Cycle	First Year Off-Cycle	Second Year Off-Cycle
2025/26	C	A	B
2026/27	B	C	A
2027/28	A	B	C
2028/29	C	A	B

APPENDIX B-3 STUDENT GROWTH RUBRIC

	Needs Support	Developing	Effective
Data Collection Include 3 years of data when available. May include: • State data • District data • Classroom data	Minimal student data is collected. Use of data system or process is unclear. Reports are basic - lack clarity or detail.	Student data is collected and presented. Use of data systems or processes for data collection are evident. Representation of summative student data is clear, but lacks detail around subgroups, trends, or learning standards.	Multiple measures of student data are collected and presented. Proficiency utilizing data systems to represent summative student data is comprehensive and includes detail around subgroups, trends, or learning standards.
Data Analysis	Presentation of data is cursory or general. Analysis lacks clear understanding of the findings that would lead to an impact toward instructional practice.	Presentation of data is clear and leads to an understanding of the findings. Analysis does not indicate implications toward instructional practice.	Using data collected, relevant observations are addressed indicating a strong understanding of the findings. These insights lead to deeper analysis or have implications toward instructional practice.
Instructional Practice	Instructional practice and professional learning goals are identified but loosely informed by analysis of data.	Instructional practice and professional learning goals are identified. Relevant changes or continuation of instructional practices, based on data, are not discussed.	Thoughtful reflection on instructional practice and professional learning goals are based on data. Conclusions are shared that have a direct implication on instructional practice and learning goals.

Suggested Teacher Reflection Outline:

1. Paragraph 1 - Introduction / Data Collection System & Process
2. Paragraph 2 - Data Analysis & Discussion
3. Paragraph 3 - Instructional Practices & Professional Learning Goals
4. Paragraph 4 - Summary / Conclusion / Next Steps
5. Data/Reports attached

APPENDIX B-4 EFFECTIVENESS RATING CALCULATION

5D+ Rubric for Instructional Growth and Teacher Evaluation v3 – 80%

Teacher Reflection / Student Growth – 20%

- 15% HVS Assessment / Teacher Reflection
  - 5% Data Collection
  - 5% Data Analysis
  - 5% Instructional Practices
- 5% Student Growth State (Previous 3 years data)
  - Grades K-8 Previous Year Mean Spring MSTEP SGP; Grades 9-12 Previous Year Mean Spring SAT SGP
    - Aggregate by building
    - Math & ELA Combined

Building aggregate growth:

- < 30% Needing Support
- 30%-49% Developing
- ≥ 50% Effective

APPENDIX B-5 COUNSELOR EVALUATION FORMS

Huron Valley Schools
Counselor Evaluation

Name: _____ Administrator: _____

Building: _____

Conference Dates (Pre-inquiry): _____ (Post): _____

Focus Areas:
Identify two to three indicators within the rubric as meaningful areas of focus with related action steps.

Standard I: Implementing the School Counseling Curriculum Component

Indicator	Needing Support (1)	Developing (2)	Effective (3)	Rating	Evidence/Comments
Plans school counseling curriculum consistent with identified student needs	Possesses a basic understanding that a school counseling core curriculum exists but designs lessons that are unrelated to identified student needs.	Is knowledgeable about the school counseling core curriculum and designs lessons that address identified student needs.	Actively assists in planning the school counseling core curriculum and designing lessons that address identified student needs and are regularly updated.		
Uses effective instructional techniques	Uses few instructional techniques and guidance learning activities so that only some students have a rudimentary understanding.	Uses instructional techniques and guidance learning activities so that most students have a basic understanding.	Uses effective instructional techniques and guidance learning activities so that all students have a clear understanding.		
Demonstrates knowledge of assessment tools and techniques	Shows little evidence of knowledge of assessment tools that would provide evidence of outcomes attainment.	Uses a few assessment tools, which may include such things as interest inventories, job search, career exploration, aptitude investigation to provide evidence of student outcomes attainment.	Uses a variety of assessment tools, including such things as interest inventories, job search, career exploration, aptitude investigation to provide evidence of student outcomes attainment.		

Standard II: Performance - Implementing the Individual Planning Component

Indicator	Needing Support (1)	Developing (2)	Effective (3)	Rating	Evidence/Comments
Plans and conducts student meetings using educational and career activities consistent with identified student needs	Follows a prepared format without consideration of individual student's characteristics/needs.	Follows a prepared format in Individual Student Planning meetings with accurate information that is clear and unbiased with consideration of individual student characteristics/needs.	Pre-plans and facilitates the Individual Student Planning meetings with accurate information that is clear, unbiased, and with consideration of individual student characteristics/needs.		
Provides accurate and appropriate test interpretations	Can identify high and low scores but cannot relate that information to students in a useful way.	Understands and interprets assessment results and communicates them accurately to students.	Accurately interprets assessment results and demonstrates to the student how the information can be helpful in their individual educational and career planning goals.		
Demonstrates knowledge of academic and extracurricular opportunities for students	Holds individual planning sessions, but information is somewhat incomplete.	Presents accurate, relevant, and unbiased information in planned sessions.	Presents accurate, relevant, and unbiased information in carefully planned sessions tailored to students and their interests, strengths and goals.		

<u>Standard III</u>: Performance - Implementing the Responsive Services Component

Indicator	Needing Support (1)	Developing (2)	Effective (3)	Rating	Evidence/Comments
Assesses priorities	Provides mandated services as required by district policy and job description.	Balances core functions with other important, albeit lower priority assignments.	Manages the mandated elements of the assignment, while being able to assess situations which might require immediate time and attention.		
Demonstrates counseling skills and techniques	Does not demonstrate thoughtful or knowledgeable counseling and consulting techniques. Students, staff and parents are reluctant to seek the counselor's assistance.	Possesses a basic knowledge of counseling and consulting techniques. Staff, students and parents feel satisfied with their encounters with the counselor.	Possesses a thorough knowledge of counseling and consulting techniques and consistently employs them appropriately. The counselor's expertise is sought out by staff, students and parents.		
Uses the referral process to connect families to community resources	Is unaware when it is appropriate to make referrals and has a limited number of referral choices to offer.	Offers an adequate array of referral sources and does so when necessary.	Displays a vast and in-depth knowledge of community resources and makes appropriate referrals for interventions to students' problems.		

Standard IV: Performance - Response to Building and Guidance Needs

Indicator	Needing Support (1)	Developing (2)	Effective (3)	Rating	Evidence/Comments
Adheres to policies and procedures	Rarely operates within established procedures, policies, and priorities.	Usually operates within established procedures, policies, and priorities.	Consistently operates within established procedures, policies, and priorities.		
Manages time to assure delivery of a comprehensive school counseling program that is consistent with building and district goals	Has difficulty managing multiple tasks, in a timely manner. Does not seek assistance when needed.	Manages time and multiple tasks effectively. Asks for assistance when needed.	Adjusts easily to managing multiple tasks. Delegates specific tasks when appropriate.		

Standard V: Performance - Professional and Interpersonal Relationships

Indicator	Needing Support (1)	Developing (2)	Effective (3)	Rating	Evidence/Comments
Demonstrates positive interpersonal relationships with students	Does not relate well with all students. Has difficulty establishing a professional and appropriate counseling relationship.	Develops relationships that are professional, warm, and appropriate with all students.	Develops relationships that are professional, warm, and appropriate with all students. Uses strong interpersonal skills to encourage student contact.		
Communicates effectively and demonstrates positive interpersonal relationships with all stakeholders	Shows minimal effort in consulting and collaborating with stakeholders and struggles to establish positive working relationships.	Consults and collaborates with all stakeholders as requested in a professional, appropriate, and timely manner.	Frequently and proactively consults and collaborates with stakeholders as necessary in a professional, appropriate, and timely manner.		

Standard VI: Performance – Responsibilities

Indicator	Needing Support (1)	Developing (2)	Effective (3)	Rating	Evidence/Comments
Participates in professional development	Does not meet state and district guidelines for professional development requirements.	Partially meets state and district guidelines for professional development requirements.	Meets or exceeds state and district guidelines for professional development requirements.		
Demonstrates professional and responsible work habits	Has significant difficulty with attendance punctuality and follow-through.	Usually demonstrates professional responsibility in work habits as laid out above.	Consistently demonstrates a highly professional responsibility in work habits that may include things such as attendance, punctuality and follow-through.		
Practices according to the ethical and professional standards and legal guidelines	Does not practice ethical standards and does not follow legal guidelines.	Adequately demonstrates an understanding of ethical standards and legal guidelines and follows district and state guidelines and policies.	Demonstrates a thorough understanding of ethical standards and legal guidelines and serves as a model to other counselors in following standards and guidelines.		

Add all of the Rating Scores in the above standards to determine overall score and rating.

Overall Score: _____ / 48 points **Needs Support** (16-24 points) **Developing** (25-36 points) **Effective** (37-48 points)

Overall Rating: _____

Counselor's Signature: _____ Administrator's Signature: _____

Date: _____ Date: _____

Huron Valley Schools
Psychologist Evaluation

Name: _____ Administrator: _____

Building: _____

Conference Dates (Pre-inquiry): _____ (Post): _____

Focus Areas:
Identify two to three indicators within the rubric as meaningful areas of focus with related action steps.

Standard I: Knowledge

Indicator	Needing Support (1)	Developing (2)	Effective (3)	Rating	Evidence/Comments
Demonstrates knowledge of child and adolescent development	Demonstrates little to no knowledge of child and adolescent development.	Demonstrates basic knowledge of child and adolescent development.	Demonstrates extensive knowledge of child and adolescent development.		
Demonstrates knowledge of state and federal regulations	Demonstrates little to no knowledge of specific federal and state rules. He or she is not aware of the requirements of informed consent, confidentiality, and/or due process. The School Psychologist is not able to discuss the basic concepts of IDEA or MARSE.	Demonstrates basic knowledge of specific federal and state rules. He or she has a limited understanding of informed consent, confidentiality, and due process. The school Psychologist is able to discuss the basic concepts of IDEA and MARSE.	Refers to specific federal and state rules, using appropriate terms needed. He or she ensures that informed consent has been obtained from parents and/or guardians, including clear and concise explanations of confidentiality and due process. The School Psychologist is able to discuss the essential concepts of IDEA and MARSE, including Least Restrictive Environment and FAPE.		

Demonstrates knowledge of district procedures for responding to referrals for special education services	Does not follow district procedures for responding to referrals for special education services and shows an unawareness of those procedures.	Aware of district procedures in responding to referrals for special education services, but is inconsistent in implementing them.	Follows district procedures in response to referrals for special education consistently.		
Demonstrates knowledge of resources, both within and beyond the school and district	Demonstrates little knowledge of resources for families available through the school or district.	Demonstrates basic knowledge of resources for students available throughout the district or outside of the district.	Demonstrates a thorough knowledge of resources for students available throughout the school or district and in the larger community.		

Standard II: Collaboration

Indicator	Needing Support (1)	Developing (2)	Effective (3)	Rating	Evidence/Comments
Demonstrates collaborative problem-solving	Does not communicate student concerns or definitions remain vague. Target behaviors representing the level of performance the student will need to reach to meet expectations are not specified.	Communicates concerns in basic terms. Target behaviors that represent the level of performance the student will need to reach are vague.	Communicates concerns in observable and measurable terms. Asks guiding questions to help the team prioritize student concerns to address target behaviors.		
Shows Professionalism	Fails to understand and follow regulations, policies, and agreements.	Understands and follows district policies and state and federal regulations at a minimal level.	Meets ethical and professional responsibilities with integrity and honesty and helps colleagues access and interpret laws and policies and understand their implications in the school. Models and upholds district policies and state and federal regulations.		
Engages in Professional Development	Does not participate in professional development activities, even when such activities are clearly needed for the ongoing development of skills.	Participation in professional development activities is limited to those that are convenient or required.	Seeks out opportunities for professional development based on an individual assessment of need.		

Standard III: Referrals and Assessments

Indicator	Needing Support (1)	Developing (2)	Effective (3)	Rating	Evidence/Comments
Responds to referrals	Fails to consult with colleagues or to tailor the evaluations to the questions in the referral.	Consults on a sporadic basis with colleagues marking partially successful attempts to tailor evaluations to the questions in the referral.	Consults frequently with colleagues contributing his or her own insights and tailoring evaluations to the questions in the referral.		
Demonstrates valid assessment and interpretation	Uses the same instrument for all children regardless of their age, culture, primary language, or suspected disability. He or she administers the assessment in a haphazard or non-standard manner. The School Psychologist offers no interpretation of the results.	Considers different instruments for children regardless of their age, culture, primary language, or suspected disability. He or she administers the assessment in a non-standard manner. The School Psychologist offers a limited interpretation of the results.	Uses assessment instruments that are valid given the age, culture, primary language, or suspected disability. He or she administers the assessment in a standardized manner and provides an accurate interpretation. The School Psychologist is able to discuss the limitations of the instrument when asked or in cases where validity or reliability is in question.		
Maintains accurate records	Records are in disarray; they may be missing, illegible, or stored in an unsecured location.	Records are accurate and legible and stored in a secure location.	Records are accurate and legible, well organized, and stored in a secure location. They are written to be understandable to another qualified professional.		

Contributes to the Evaluation Team	Does not consult or collaborate when planning, implementing, or evaluating academic and social-emotional / behavioral evaluations and services.	Requires supervision, support and/or training in consulting and collaborating with team members when planning, implementing, or evaluating academic and social-emotional / behavioral services.	Works with team and team members to identify, problem solve, and plan academic and social-emotional / behavioral services.		

<u>Standard IV</u>: Family / Student Interaction

Indicator	Needing Support (1)	Developing (2)	Effective (3)	Rating	Evidence/Comments
Establishes rapport with students and families	Interactions with students and families are negative or inappropriate. This may include insensitivity to cultural and linguistic traditions.	Interactions with students and families are a mix of positive and negative. The School Psychologist's efforts at establishing rapport are partially successful. This may include that there are occasional insensitivities to cultural and linguistic traditions.	Interaction with students and families is positive and respectful. Rapport is well established in a manner sensitive to cultural and linguistic traditions.		
Manages Student Behavior	Applies clear or consistent standards of conduct when working with individuals. Exhibits little or no knowledge of SEL, behavior theory, or trauma-informed care to assist in intervention plans and school-wide positive support plans.	Applies standards of conduct when working with individuals; however, standards may be unclear or inconsistently applied. Exhibits limited knowledge of SEL, behavior theory, or trauma-informed care to assist in intervention plans and school-wide positive support plans.	Applies clear standards of conduct when working with individuals and the community. Demonstrates knowledge of SEL, behavior theory, and trauma-informed care, incorporating them into behavior plans.		
Contributes to crisis response and intervention	Lacks knowledge about crisis response and intervention practices. He/She fails to take advantage of opportunities to engage in continued professional growth and learning.	Responsive to opportunities to contribute to crisis response and intervention practices, but contributions are insufficient to meet the expectations of the school/role and are involved in continued professional growth and learning regarding crisis	Contributes to crisis response and intervention practices in a manner that meets the expectations of the role. Assists in the development of crisis response and intervention plans. Participates in school-wide crisis response and intervention training and/or provides crisis		

	response and intervention.	intervention services to students, staff, and the community.		

Add all of the Rating Scores in the above standards to determine overall score and rating.

Overall Score: _____ / 42 points **Needs Support** (14-21 points) **Developing** (22-31 points) **Effective** (32-42 points)

Overall Rating: _____

Psychologist's Signature: _____ Administrator's Signature: _____

Date: _____ Date: _____

APPENDIX B-7 SOCIAL WORKER EVALUATION FORMS

Huron Valley Schools
Social Worker Evaluation

Name: _____ Administrator: _____

Building: _____

Conference Dates (Pre-inquiry): _____ (Post): _____

Focus Areas:
Identify two to three indicators within the rubric as meaningful areas of focus with related action steps.

Standard I: Documents and Communications

Indicator	Needing Support (1)	Developing (2)	Effective (3)	Rating	Evidence/Comments
Written Communication	Reports not concise/factual Documents do not clarify issues.	Reports are completed and timely but do not clarify issues.	Reports clearly written, accurate, and focused towards the intended reader.		
Oral Communication	Inaccurate and jargon overused Suggestions not spoken for intended audience.	Developing audience appropriate dialogue or verbiage to convey a message.	Information given is systematic, concise, precise, and clear.		
Accurate and Punctual Records	Does not complete legally required or mandated records in a timely manner.	Completes legally required or mandated records, not always in a timely manner.	Highly accurate and punctual in recordkeeping.		

<u>Standard II</u>: Relationship with Students and Families

Indicator	Needing Support (1)	Developing (2)	Effective (3)	Rating	Evidence/Comments
Relationship with students	Not approachable and does not appear to have positive or useful interactions.	Creates relationships with caseload students.	Strives to build and maintain positive/ trusting/ useful relationships. Viewed as an advocate for their needs.		
Relationship with parents, caregivers, and families	Not approachable and does not appear to have positive or useful interactions.	Working on creating stronger relationships with parents/ caregivers and families.	Strives to build and maintain positive/ trusting/ useful relationships Viewed as an advocate for their student(s) needs.		
Parent Education	Failure to form a collaborative relationship with parents and caregivers resulting in the inability to provide necessary resources.	Working on building a collaborative relationship between school and home and sharing resources.	Has a collaborative relationship between school and home to improve school behavior and overall school success.		

<u>Standard III</u>: Relationship with School and Community

Indicator	Needing Support (1)	Developing (2)	Effective (3)	Rating	Evidence/Comments
Relationship with school staff	Unapproachable or unavailable for school staff. Little to no positive interactions with school staff.	Attempts to have positive interactions with staff.	School staff feel safe having conversations regarding students, personal issues, concerns about families, etc. Positive interactions with most or all staff.		
Participating as a Team member	Does not recognize, understand, respect, and/or value the differences of other team members.	Willing to work collaboratively with others.	Works collaboratively with others. Recognizes, understands, respects, and values the input from other team members.		
Knowledge and relationship with community-based resources (CBR)	Not clear of services available in the community. Services of CBR are underutilized or not utilized at all.	Has basic knowledge of CBR available for families.	Maintains a high degree of collaboration between building and CBR. Utilizes CBR to meet families needs.		

<u>Standard IV</u>: Professional Growth, Conduct and Participation

Indicator	Needing Support (1)	Developing (2)	Effective (3)	Rating	Evidence/Comments
Participates in school & district initiatives	Does not participate in school and district wide initiatives.	Participates in school and district wide initiatives.	Actively participates and supports building and district projects, and when asked, willingly accepts responsibilities or leadership roles.		
Maintains ethical standards	Does not adhere to standards contained in the National Association of Social Work code of ethics handbook.	Maintains ethical standards.	Maintains ethical standards and can explain standards so that others understand the importance.		
Professional development (within the school environment)	Does not participate (or is frequently absent from) in district wide professional development.	Minimally participates in district wide professional development.	Actively participates in district wide professional development.		

Standard V: Current Knowledge and Practice

Indicator	Needing Support (1)	Developing (2)	Effective (3)	Rating	Evidence/Comments
Applied knowledge of special education rules and district policies and procedures	Ill informed of the laws, rules and procedures pertaining to school social work.	Seeks clarification from appropriate sources when needed.	Fully implements the laws, rules, and procedures pertaining to special education and school social work.		
Provides resources to school and staff on emergent and contemporary (current) topics	Not up to date or informed to be able to respond to current issues related to their age group.	Is able to provide prompt well-considered responses to emergent situations and current issues schoolwide.	Keeps school abreast of current/emerging issues that are related to the students/community. Responds to emergent situations and current issues schoolwide.		
School based programs and services	Consistently fails to provide services to both general ed and special ed students; the social worker does not respond to immediate situations in a timely fashion.	Delivers services as required by the IEP and building based initiatives.	Collects data to appropriately develop and deliver programs and services to develop to meet the needs of both general ed and special ed students.		
Knowledge of mental health	Has inaccurate, incomplete or cursory knowledge of the field of mental health; does not know how to direct families to the	Assesses students' mental health needs, especially in high risk situations.	Sought out to assess students and others in crisis, and is able to guide both the school and family towards treatment and develops appropriate		

	appropriate mental health services when needed.		plans to respond to needs.		
Knowledge and application of learning environments	Unaware of the conditions in the classroom which negatively impact students' success.	Limited knowledge and application of supports within a classroom to improve students' success.	Actively participates in improving the learning environment to meet students' needs.		

Add all of the Rating Scores in the above standards to determine overall score and rating.

Overall Score: _____ / 51 points **Needs Support** (17-25 points) **Developing** (26-38 points) **Effective** (39-51 points)

Overall Rating: _____

Social Worker's Signature: _____ Administrator's Signature: _____

Date: _____ Date: _____

APPENDIX B-8 SPEECH PATHOLOGIST EVALUATION FORMS

Huron Valley Schools
Speech Pathologist Evaluation

Name: _____ Administrator: _____

Building: _____

Conference Dates (Pre-inquiry): _____ (Post): _____

Focus Areas:
Identify two to three indicators within the rubric as meaningful areas of focus with related action steps.

Standard I: Knowledge of Diagnostics and Eligibility

Indicator	Needing Support (1)	Developing (2)	Effective (3)	Rating	Evidence/Comments
Determines eligibility and recommends services that are compliant with state and federal regulations	Does not use clinical judgement and/or standard scores to determine eligibility.	Utilizes the IDEA when making eligibility recommendations and differentiates between clinical and school-based eligibility standards.	References the IDEA when making eligibility recommendations and includes reasoning in report, PLAAFP, and/or evaluation. Differentiates between clinical and school-based eligibility standards.		
Demonstrates ability to conduct appropriate comprehensive evaluations for a variety of communication disorders	Uses a limited selection of evaluation tools without being able to justify reasoning.	Modifies assessment to meet the individual needs of the student.	Modifies the assessment utilizing various evaluative tools (i.e. formal standardized assessment, checklist, observations, language sample, informal assessment, etc) and effectively communicates results to parents and/or staff.		

Standard II: Knowledge of Intervention Strategies

Indicator	Needing Support (1)	Developing (2)	Effective (3)	Rating	Evidence/Comments
Provides appropriate and dynamic service delivery methods consistent with individual student needs	Plans lessons that do not address the student's IEP goals.	Designs lessons/ activities that address the IEP goals of each student in the group.	Designs lessons/ activities that address the IEP goals of each student in the group. The SLP makes adaptations for ability levels and adjusts within the lesson.		
Demonstrates knowledge of each student's present level of communication	Unsure of the present level of communication skills and goals.	Knows and makes students aware of their present level of communication skills and goals.	Knows and makes students aware of their present level of communication skills and goals. Speech and Language Pathologist differentiates instruction for the independent use of communication skills.		
Provides services that are effective, engage students, and reflect evidence-based practices	Does not utilize evidence-based techniques.	Implements several techniques or strategies for improving communication skills of students. Shows willingness to apply information from research in the field. of speech-language pathology to lessons.	Implements new or varied techniques or strategies for improving communication skills of students. Routinely applies information from research in the field of speech- language pathology to lessons.		

Standard III: Knowledge of Special Education Procedures

Indicator	Needing Support (1)	Developing (2)	Effective (3)	Rating	Evidence/Comments
Maintains accurate and punctual records	IEPs include missing and/or inaccurate information. IEP and MET paperwork is turned in past due date.	Develops MET and IEP reports containing accurate information regarding the speech and language needs of the student. Goals are developed based upon the present level of functioning and student data. Paperwork is turned in on time.	Develops MET and IEP reports containing accurate information regarding the speech and language needs of the students and modifies goals and service time as needed.		
Demonstrates knowledge of district procedures	Does not use basic operational procedures. Not following district procedures and compliance standards.	Uses district procedures and compliance standards. Seeks information regarding appropriate utilization of district standards.	Uses district procedures and compliance standards consistently. Applies current compliance requirements to practice.		

Standard IV: Professional Responsibility

Indicator	Needing Support (1)	Developing (2)	Effective (3)	Rating	Evidence/Comments
Communicates with family/staff regarding student's progress to family/staff	Communication with family/staff regarding the student's progress is not conveyed.	Communicates student information, concerns, and progress to families and staff is inconsistent and not always completed as required.	Effectively communicates student information, concerns, and progress to families and staff as needed. Adjusts IEP based upon feedback and aligns goals with curriculum. Progress notes are completed as required.		
Collaborates with classroom teachers and other professionals for students in both general and special education	Inconsistently attends required district meetings, such as district, building and cohort.	Participates in BEST meetings and/or communicates with team members as needed. Attends district, building, and cohort meetings. Is responsive to the Child Find needs within the building.	Actively engages in BEST meetings and communicates with team members as necessary. Attends district, building, and cohort meetings. Offers suggestions, innovative solutions, and actively engages in conversation.		
Acquires knowledge and new practices in speech and language pathology and related subject areas (e.g., literacy)	Little or no change in professional practice or intervention strategies from year- to- year.	Acquires knowledge and skills in best practices through professional activities and/or learning such as: - attending district workshops and conferences or - participating in seminars, study groups and in-service trainings.	Acquires knowledge and skills in best practices through professional activities and/or learning such as: - attending county, state or national conferences or - reading professional literature or - affiliating with professional organizations and shares/applies learning.		

Maintains positive interpersonal relationships with students and staff	Does not maintain professional relationships.	Fosters professional relationships with all stakeholders.	Fosters professional relationships with all stakeholders and effectively resolves conflict with others.		
Maintains ethical standards	Does not adhere to standards contained in the ASHA code of ethics.	Adheres to the ASHA code of ethics.	Adheres to ethical standards and can explain standards so that others understand the importance.		

Add all of the Rating Scores in the above standards to determine overall score and rating.

Overall Score: _____ / 36 points **Needs Support** (12-18 points) **Developing** (19-27 points) **Effective** (28-36 points)

Overall Rating: _____

Speech Pathologist's Signature: _____ Administrator's Signature: _____

Date: _____ Date: _____

APPENDIX C-1 LETTER OF UNDERSTANDING - EMERGENCY MANAGERS

LETTER OF UNDERSTANDING
BETWEEN THE HURON VALLEY BOARD OF EDUCATION
AND THE
HURON VALLEY EDUCATION ASSOCIATION

RE: EMERGENCY MANAGERS

As required by State law, the parties are signing this Letter of Understanding solely to be compliant with the law. The parties neither agree nor disagree with the following provisions:

This Agreement is subject to the provisions of the Public Employment Relations Act, MCL 423.201*et seq.,* including Section 15{7) thereof, MCL 423.215(7), and therefore may be rejected, modified, or terminated by an emergency manager appointed under the Local Financial Stability and Choice Act, 2012, PA436, MCL 141.1541to 141.1575.

APPENDIX C-2 LETTER OF AGREEMENT - STUDENT LOAN REPAYMENT PROGRAM

LETTER OF AGREEMENT
between
THE BOARD OF EDUCATION OF HURON VALLEY SCHOOLS
and
THE HURON VALLEY EDUCATION ASSOCIATION

The Huron Valley Schools Board of Education (the "District" or "Board") and the Huron Valley Education Association (the "Association") hereby agree as follows regarding the application and implementation of the Michigan Department of Education's (the "MDE's") Student Loan Repayment Program (the "Program") within the District:

1. The State of Michigan has allocated Two Hundred Twenty-Five Million Dollars ($225,000,000.00) to all school districts for the purpose of implementing a Student Loan Repayment Program. Only school districts may apply for this grant through the MDE.
2. The parties understand that the State of Michigan solely funds the Program and solely establishes the terms, conditions, and eligibility criteria for the Program.
3. The District agrees that it will apply for this grant.
4. If the District is granted money from the MDE pursuant to the grant application, the District will allocate up to Two Hundred Dollars ($200.00) per month to eligible participants.
5. "Eligible participants" are bargaining unit members who meet the definition of an "eligible participant" as defined in the State School Aid Act, MCL 388.1627k. Pursuant to MCL 388.1627k(8)(b), "eligible participant" means "an individual who is participating in a federal student loan repayment program described in subsection (3) and who is working 32 hours or more per week at a district or intermediate district in a role in which the individual works directly with pre-K to 12 students, including, but not limited to, educators, counselors, social workers, psychologists, reading specialists, librarians, and school administrators who work directly with students." Eligible participants may only receive funding through the Program if the member continues to meet the criteria of an eligible participant. Eligibility is subject to change based on a change in the law and/or guidance from the MDE.
6. Any dispute with the Program shall vest exclusively with the State of Michigan and not the District. The Association and bargaining unit members agree that if there are any issues with the administration of the Program, the Association and/or bargaining unit member will take the issue directly to the State of Michigan, not the District.
7. The Association agrees that the District may pre-condition bargaining unit member participation in the Program on the member executing an individual waiver of claims and individual indemnification agreement developed by the District.
8. The District will attempt to follow all applicable tax rules; however, it is the employee's responsibility to seek professional tax advice and pay any applicable taxes on their own. The District and the Association recommend that bargaining unit members

consult with their attorney or certified public accountant regarding any tax implications before agreeing to participate in the Program.

9. If any contributions made to an individual employee through the Program are later deemed not reimbursable to the District through the Program because of the employee's ineligibility, the District may withdraw such contributions from the employee's paycheck through payroll deductions to the extent permitted by law. In the event that the contributions are not reimbursable to the District for reason(s) other than the eligibility of individual employees, the District agrees to consult with the Association before taking any action.
10. It is the employee's responsibility to cover any additional District costs beyond the administration of the Program, including, but not limited to, payroll taxes and/or retirement obligations, if they become applicable.
11. The duration of the Program is exclusively determined by the State of Michigan and shall cease when funding is no longer available, the law is changed and/or repealed, or the District otherwise determines to no longer participate in Program. The Program is not subject to the grievance procedure.
12. The Association agrees to not challenge any administrative regulations adopted by the District regarding the implementation of the Program. The District will provide guidance for employee ineligibility due to working less than 32 hours per week.
13. The Association agrees that any willful misrepresentation on behalf of an employee to the District regarding eligibility to receive funds pursuant to the Program constitutes sufficient grounds for discipline, up to and including termination of employment.
14. In order to be eligible for a month's payment, the employee must work 32 hours a week for the entire month. Employees will only be given credit on increments at a full one (1) month. Credit will not be given for any partial months worked. Periods when employees are not expected to work (e.g. summer months, school vacation periods) are considered as periods worked for the purposes of this Letter of Agreement.
15. The District is not responsible for any employee's missed deadlines, verification, and/or incomplete documentation that results in any subsequent loss of grant funding for the employee.
16. The District will not charge or assess fees to Employee Participants.
17. Since participation in the Program is discretionary on the part of the District, the Association and participating employees agree to a covenant not to sue the District regarding administration of the Program.
18. If the Program changes due to a change in the law and/or guidance from the MDE, the District will assess the impact of such change and determine whether continued participation in the Program is warranted. The District agrees that all funds received from this Program from the State of Michigan shall be distributed to eligible participants. The District agrees to provide the Association and bargaining unit members at least ninety (90) days' notice if it determines to no longer participate in the program.
19. This Letter of Agreement includes all items and issues specifically agreed to by the District and the Association pertaining to the subject matter addressed herein, and this agreement does not alter any other terms or conditions of the Master Agreement. This

agreement does not create precedent to positions the District and the Association may have taken in the past or may take in the future.

20. If there is a dispute between the parties regarding eligibility of an Association member's right to participate in the Student Loan Repayment Program, the Chief Human Resources Officer agrees to meet and confer if necessary to discuss the eligibility of the individual with Association representatives. However, any dispute is not subject to the binding arbitration process.
21. Upon conclusion of the SLRP, the District will notify Employee Participants and the Association.
22. This Letter of Agreement expires with the depletion of SLRP funding and conclusion of the program.