

MASTER AGREEMENT

BETWEEN

THE HUDSONVILLE BOARD OF EDUCATION AND

THE HUDSONVILLE EDUCATION ASSOCIATION

July 1, 2023 – June 30, 2026

TABLE OF CONTENTS

ARTICLE I Recognition 3

ARTICLE II Association Membership 4

ARTICLE III Teacher Rights 5

ARTICLE IV Professional Compensation 7

ARTICLE V Teaching Hours 9

ARTICLE VI Teaching Loads and Assignments 11

ARTICLE VII Teaching Conditions 15

ARTICLE VIII Vacancies and Transfers 16

ARTICLE IX Leaves - Personal and Family Illness, Disability, Death 19

ARTICLE X Unpaid Leaves of Absence 22

ARTICLE XI Seniority 26

ARTICLE XII Reduction of Personnel for Ancillary and Certified Positions 27

ARTICLE XIII Insurance Protection 32

ARTICLE XIV Evaluation of Ancillary Positions 36

ARTICLE XV Professional Grievance Negotiation Procedure 42

ARTICLE XVI Student Teacher Guidelines 44

ARTICLE XVII Professional Development Funds 45

ARTICLE XVIII Disciplinary Procedures 46

ARTICLE XIX Additional Salary Adjustments 47

ARTICLE XX Extra Duty Compensation Guidelines 48

ARTICLE XXI Reimbursement for Advance Study 51

ARTICLE XXII Board Rights 52

ARTICLE XXIII Calendar 53

ARTICLE XXIV Mentor Teachers 54

ARTICLE XXV Curriculum Development 56

ARTICLE XXVI Highly Qualified 57

ARTICLE XXVII Miscellaneous Provisions 58

ARTICLE XXVIII Duration of Agreement 60

APPENDIX A 2021 - 2024 Salary Schedules 61

APPENDIX B 2021 - 2024 Extra Curricular Position Salary Schedule (Schedule B) 64

APPENDIX C 2021 - 2024 School Year Calendar 70

APPENDIX E Ancillary Staff Evaluation Rubrics 72

LETTER OF UNDERSTANDING School Improvements 82

LETTER OF UNDERSTANDING Re: Misc. Matters 83

LETTER OF AGREEMENT Expectations for Team Planning Time 84

MASTER CONTRACT

This Agreement entered into on this 1st day of July, 2021 by and between the Board of Education of the Hudsonville Public Schools, Hudsonville, Michigan, hereinafter called the "Board," and the Hudsonville Education Association, MEA-NEA, hereinafter called the "Association."

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

ARTICLE I

Recognition

A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined to the extent required by Section II of Act 336, Public Act of 1947, as amended, for all professional personnel, including personnel on tenure, probation, classroom teachers, counselors, librarians, speech therapists, remedial reading teachers, school social workers and school psychologists employed by the Board but excluding supervisory and executive personnel and office and clerical employees. The term "teacher," when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined. All references to "he" or "she" shall refer to persons of either gender. The term "Superintendent," when used hereinafter in this Agreement, shall refer to the Superintendent of Hudsonville Public Schools or her/his designee.

B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted, up to but not including arbitration, without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, provided that the bargaining representative has been given opportunity to be present at such adjustment.

C. Nothing contained herein shall be construed to deny or restrict to said teacher, rights he/she may have under the Michigan General Laws or applicable civil service laws and regulations.

D. Ancillary Staff in this contract are defined as Association Members who are not subject to the Michigan Teacher's Tenure Act, including but not limited to Occupational, Physical, or Speech Therapists, Nurses, Social Workers, or Teacher Consultants.

ARTICLE II

Association Membership

A. Employees shall, upon completion of the probationary period prescribed in the Seniority Article of this Agreement either: (a) become a member of, and pay dues and initiation fees (if any) to the Union or (b) not become a member of the Union and not pay dues or initiation fees (if any).

ARTICLE III

Teacher Rights

A. Pursuant to Act 336 of the Public Acts of 1947, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 336 or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages or any terms or conditions of employment by reason of his/her membership in the Association, his/her participation in any activities of the Association or collective professional negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B. The Board and the Association specifically recognize the right of each to invoke the assistance of the State Labor Mediation Board, or a mediator from such public agency.

C. No teacher shall be prevented from wearing insignia, pins or other identification of membership in the Association either on or off school premises. One bulletin board, as provided in each teachers' lounge, shall be made available to the Association and its members.

D. Complaints. Any complaint by a parent, student or a District employee which is directed toward a teacher shall be promptly called to the teacher's attention if considered serious enough by the appropriate administrator to add to the teacher's personnel file. Prior to the complaint being placed in the teacher's personnel file, the teacher shall be given the opportunity to provide background information and the District shall conduct an appropriate investigation to determine if there exists a legitimate basis for the complaint. In the event the District concludes there is not a legitimate basis for the complaint, the complaint will not be placed in the personnel file of the teacher. If such a complaint is kept in a District file, other than the personnel file, it shall include an attachment stating the complaint was investigated and there was no legitimate basis for the complaint. Any disciplinary actions resulting from complaints shall conform to the requirements in the contractual disciplinary procedures contained elsewhere in this Agreement and shall be subject to the grievance procedure (Article XVI of the Master Agreement).

E. Personnel File. Each bargaining unit member shall have the right upon request to review the contents of his/her own personnel file. A representative of the Association may be requested to accompany the member in such review. The Board may also have a representative present during the review. The bargaining unit member may submit a written response regarding any material placed in his/her file, and this response shall be attached to the file copy of the material in question and will be included with any copies of the material that are provided to third parties.

F. The Association shall have the free use of school facilities for holding Association meetings during reasonable hours. Request for the use of school facilities will be made in a manner consistent with present policy for building use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use.

G. At the beginning of every school year, the Association will be credited with twelve (12) days leave to be used by the teachers who are officers or agents of the Association. The Association will pay for substitute wages for usage beyond five (5) days. The Association agrees to notify the Board no less than forty-eight (48) hours in advance of taking such leave. A teacher may not use any more than four (4) days during any school year without approval from the Superintendent.

H. Freedom of Information Act. Upon the District receiving a Freedom of Information Act (FOIA) request for the records, the personnel file, or any portion thereof, of any teacher, the District shall notify the teacher and the Association by e-mail or telephone and shall upon the teacher's written request provide to the teacher and/or the Association a copy of the FOIA request as well as copies of all documents and communications received by the District related to the FOIA request. Thereafter, if requested in writing, the District will provide the teacher with copies of all communications and documentation sent to the requesting party by or on behalf of the District.

I. Since administrative support and backing is essential to the maintenance of the staff member's authority and effectiveness in his/her classroom or other place of assignment, the Board recognizes its responsibility to give all reasonable support and assistance to staff members in cases of assault by students. Time lost, by reason of any assault, shall not result in loss of pay or leave of time. However, losses compensated for by Worker's Compensation shall not be compensated under this section.

ARTICLE IV

Professional Compensation

A. The salaries of teachers covered by this Agreement are set forth in Schedule A, which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the term of this Agreement.

B. Teachers, other than those in their first three (3) years of employment in classroom teaching who have not fulfilled their State-mandated professional development requirements shall not be required to report more than four (4) days prior to the beginning of classes in the current school year or to remain more than two (2) days after the school year is completed.

C. Teachers will be dismissed at noon on one of the days prior to the beginning of the school year in exchange for their attendance at building orientations/open houses. (See School Calendar attached.)

D. Compensation and Related Benefits

1. Salary Checks and Deduction

a. Professional personnel shall receive their contract salary in either twenty-six (26) or twenty-one (21) equal payments or every two (2) weeks during the school year. The 21-payments option must be exercised prior to the first pay period in the new school year. All employees will need to use direct deposit beginning in 2019-2020. Any new employee beginning in the 2019-20 school year will need to direct deposit to financial institutions from a list created by the Finance Department. A deposit receipt indicating a summary of earnings and deductions together with the net amount of each deposit shall be furnished to the teacher on the day of deposit. In addition to the usual deductions, teachers may make contributions to credit unions and tax-deferred annuities designated by the Board of Education and the MEA Financial Services Long Term Care Program by authorizing appropriate payroll deductions. The available annuities shall be limited to those meeting the 403(b) plan document participation requirements. A list of the approved plans will be provided to staff annually.

b. Retiring staff members will be paid in full on the last payroll in June following their last year of service.

c. Teachers paid for extra contracts have the choice of receiving pay in a lump sum when the activity is completed or a pro-ration for the amount of the activity completed in December and the balance at the close of the school year.

d. AK B (cash in lieu of medical insurance) payments will start with the first pay date following the conclusion of the open enrollment window. The annual payment amount will be distributed equally throughout the remainder of the payroll dates for that school year.

E. Classroom teachers scheduled to work beyond the 183 contract days stated in Appendix C, D, and E (up to five (5) additional contract days (or hour equivalent) for teachers in their first three (3) years of employment in classroom teaching who have not fulfilled their State-mandated professional development requirements except in the case of "make-up days" for school closing as outlined in Article XXIV – Calendar) shall be compensated on a per diem basis. The per diem amount shall be determined by dividing the employee's annual salary schedule in effect by 183 days as stated in Appendix C, D, and E. Non-classroom staff shall be given the option of receiving compensatory release time or be compensated on a per diem basis based on the employee's current annual salary schedule divided by 183 for all time worked beyond the normal school calendar. Days scheduled beyond the normal school calendar must be approved in advance by the appropriate administrator.

ARTICLE V

Teaching Hours

A. The length of the teacher work day will be determined when the calendar is established for the school year. The length of the school day will provide for the minimum number of hours of instruction as required by law.

B. Teachers will arrive at school and be present at their teaching station at least ten (10) minutes prior to the beginning of the students' school day and will not leave until at least ten (10) minutes after school has closed for the day.

C. Each member of the Instructional Staff shall have a minimum of thirty-five (35) minutes for elementary and thirty (30) minutes for secondary of duty-free lunch period from all school-related activities daily.

   Noon hour supervision on the elementary level shall be assumed by a legally competent adult other than a member of the school staff. Noon hour supervision on the secondary level shall continue as presently established.

D. Staff members shall attend all school functions scheduled during periods they would normally be assigned classes. Teacher assistance in the selection of assemblies will be solicited.

E. All teachers shall attend up to one (1) hour of required teachers' meetings a month, general or divisional, beginning no later than twenty (20) minutes after the dismissal of the students or no earlier than one (1) hour prior to the start of the regular student day. The administration shall not schedule more than one (1) required meeting per month and shall specify which meetings are required. Any additional meetings shall be considered voluntary. Unless the building administrator shall excuse the teacher prior to the required meetings, teachers are expected to attend. At least five (5) days' notice will be given prior to a scheduled teachers' meeting.

F. Part-time teachers shall be expected to attend all required monthly teachers' meetings, departmental meetings, grade level meetings and parent-teacher conferences as a full-time employee. Attempts shall be made to vary the meeting days and times.

   Teachers who have an assignment that is less than full-time are expected to fully participate in all district/building professional development and records day. Teachers will be compensated for a full day of work on a per diem basis at their individual daily rate of pay per the current salary schedule for these Days.

G. In the event that the student dismissal times are later than 3:00 p.m., the administration will work with the Hudsonville coaches adversely affected by this change to provide appropriate classroom supervision so that those coaches are able to attend the games and contests they coach in a timely manner. In the event a coach's teaching schedule does not allow the coach to be present for team practices immediately after the dismissal of secondary students, the administration will assist in scheduling appropriate practice times taking into consideration the teacher's work day, and provide appropriate supervision of the students between school dismissal and their practice time.

H. Parent-teacher conferences shall be scheduled during the times specified in the calendar (Appendix C) or as otherwise mutually agreed to. Teachers shall be present during the times the teacher has scheduled individual conferences. In the event the teacher does not have individually scheduled conferences, he/she shall be present in the building during the normal hours of the work day and for at least three (3) hours during the evening conference periods.

1. Afternoon conferences shall be scheduled during the normal school hours, unless a teacher agrees to schedule individual conferences outside the normal work day.

2. Evening conference times will be chosen by the individual school, but will go no later than 9:00pm. Conference time will be no longer than 15 hours for the year. Buildings may elect to use or divide those hours differently in the fall, winter, or spring conference dates.

3. A building administrator shall be present in the building during any scheduled conferences.

The parties agree that some modifications may be necessary in this format. In the event that changes are needed, the parties will meet when a meeting is requested by either party.

ARTICLE VI

Teaching Loads and Assignments

A. Teachers who will be affected by a change in grade assignments in the elementary school grades and by changes in subject assignment in the secondary school grades will be notified by their principals as soon as practicable and with tentative assignment given before June 1st. Such changes will be voluntary to the extent possible. Every effort will be made to avoid reassigning probationary elementary school teachers to different grade levels unless the same is necessary for the school district's well-being or unless the teacher requests such change.

B. 1. All secondary teachers shall have one (1) planning period per day. Unless agreed otherwise, such conference time shall not include actual travel time from one building to another and/or supervised lunch periods.

2. Any teacher who agrees to teach an overload by forfeiting their planning time will receive compensation. Elementary and Middle School teachers will receive 1/6 of BA minimum base salary for teachers on Step 1 through Step 8 of the salary schedule; High School teachers will receive 1/5 of BA minimum base salary for teachers on Step 1 through Step 8. This rate is for a year. Teachers will receive 1/2 of the described rate for a semester course, 1/3 of the described rate for a trimester course, and 1/4 of the described rate for a quarter course.

Those teachers on Step 9 or above on the salary schedule will receive a flat rate of $9,000/year, $4,500/semester, or $2,250/quarter for teaching an overload.

No teacher shall be forced to teach a course on their planning time, nor shall a teacher teach on their planning time more than two (2) trimesters at the high school level or three (3) quarters at the middle school level on their planning time in any given year.

3. All full-time elementary teachers with a traditional five-day student schedule shall have one fifty-minute planning period per day for planning during the students' regular day. Full-time elementary teachers working a non-traditional student schedule will receive the equivalent weekly planning time (250 minutes). Specialist teachers may modify their daily fifty (50) minute block of planning time with the administration's written approval.

Part-time teacher's planning time shall be pro-rata based on the teacher's pro-rata teaching assignment.

Planning time for classroom teachers shall normally be scheduled in conjunction with the time scheduled for specialists' instruction and shall not include supervision of students or travel time from one building to another.

The purpose of block planning time is to allow teachers to collaboratively plan. When block planning time is provided by the District, the scheduling of the collaborative planning will be determined by the teachers involved, provided that the teachers must collaboratively plan as a team a minimum of thirty (30) minutes over the course of a week. Upon request, teachers will notify their principal of any collaborative planning time scheduled, and the principal may attend/participate in collaborative planning time.

4. For specialist teachers, planning time shall not include actual travel time from one building to another, supervised recesses and supervised lunch periods.

5. Teachers may not be called upon to substitute in a given position for more than ten (10) consecutive days. If a teacher agrees to substitute (for other than himself/ herself) during his/her prep period or at some other time, the teacher will be paid at the instructional activities rate.

C. 1. A teacher's maximum class load shall average no more than thirty (30) students per class in the secondary division, facilities permitting (normal academic class).

2. Maximum class load of students per day in the elementary division, facilities permitting (normal academic class), shall be as follows:

PK	20
K	26
1	26
2	28
3-5	30

3. If the above mentioned class loads are exceeded, teachers shall select one of the following two options in paragraphs a and b below. The teacher shall, within 10 working days, notify the principal of the option selected. If a teacher asks to have student numbers exceeding the above limits, paraprofessional support or compensation will not be approved.

a. PK-5 Teachers shall be compensated as follows:

- Grades PK-2: $10 per day if the class size limit is one (1) student over the class size limit; $25 per day if the class size limit is two (2) students over the class size limit.
- Grades 3-5: $10 per day if the class size limit is one (1) over the class size limit; $25 per day if the class size limit is two (2) students over the class size limit; $45 per day if the class size limit is three (3) students over the class size limit; $70 per day if the class size limit is four (4) students over the class size limit
  OR
- Affected PK through 5th grade teacher(s) shall be offered the support services of a paid paraprofessional pursuant to a schedule worked out between the teacher and the principal of the building as follows:
-

# of students over	Paraprofessional support
1	Half time (dependant on grade level)
2-4	Full time (dependant on grade level)

**If a teacher's class size increases more than two students over the class size limit, the teacher will have the opportunity to change from a paraprofessional to financial compensation or vice versa.

b. 6-12 Teachers shall be compensated as follows:
Grades 6-8: ⅕ of base rate ($10) per student per day (Reference Art. VI. C.1)
Grade 9-12: ¼ of base rate)$10) per student per day (Reference Art. VI C.1)

c. Excluding the first two (2) weeks of the school year, if there is a delay in assigning the additional help due to class overloads, such additional help is commensurate with the period of classroom overload.

d. Students who, through an IEP, are provided special education services and are mainstreamed into regular classrooms (regular education inclusion programs) shall be distributed as equitably as possible among the various sections District-wide.

D. Least Restrictive Environment/Special Education

1. When a CST or IEP meeting is being held to consider the program needs of a student, or regular education inclusion of a student, all teachers affected shall have the option of attending and participating in the CST or IEP meeting. If necessary, the teacher(s) shall be released from classroom duties in order to attend the meeting.

2. If any teacher provides the District in writing with a reasonable basis to believe that a student's current IEP is not meeting the student's needs as required by law, the District shall reconvene the student's IEP meeting. The teacher making the request shall be invited by the Employer and will be expected to attend the student's reconvened IEP meeting.

3. Modification in class size, scheduling and curriculum design will be considered and implemented if appropriate to accommodate the shifting demands that inclusion creates. The District will provide appropriate materials, training, and supportive services (as identified in the IEP) for the teacher and the students affected.

E. End of the year report cards are not due until one week after the last teacher work day of the year.

F. The Athletic Director will be allowed to teach one (1) section of a leadership class per semester/trimester, and it will never exceed two/three (2/3) sections within a school year. If it were ever to exceed the stated number of sections, any person performing such work shall be part of the bargaining unit and shall be subject to all terms and conditions of the contract.

G. Job Sharing shall refer to two (2) tenured bargaining unit members voluntarily sharing one (1) full-time position/assignment, which involves the sharing of students.

1. PURPOSE: Two or more tenured bargaining unit members may request to pair up for the purpose of sharing common teaching assignments in grades PK through 12, including Special Education. This voluntary pairing cannot adversely impact any other teacher. There can be no more than one job share assignment per school building. Any building principal may choose not to participate in such a pairing and must notify their staff of their intention to not participate by March 1 each year.

2. APPLICATION: Any interested teachers may submit an application/proposal to job share a teaching assignment for the following school year to the appropriate administrator or supervisor for review. The interested teachers will then submit their proposal to the Personnel Director by March 1. The proposal shall indicate the teachers' desire to job share as well as provide an explanation and outline of their proposed working arrangement. The proposal must include a detailed description of the work load and schedule including planning time distribution, and an equitable half-day schedule. The proposal must also include plans for communication both with the parents, each other, and other team members. Before a final decision is made, teachers may request to meet with the appropriate administrators to discuss and clarify the proposed job-sharing arrangement. The application shall be approved or disapproved by the superintendent or his/her designee within thirty (30) school days of the application. The decision shall be final and no appeals will be considered. The decision shall not be subject to the

grievance process. Each approved job share will be renewed at request of teachers pending or subject to administrative approval based on successful job share evaluation.

3. RESPONSIBILITIES: Responsibilities of an assignment by two (2) job sharers may be divided and/or allocated according to a plan designed by the job sharers with the agreement of the District. However, without additional compensation and not withstanding Article V. Section D. of the Agreement, each job share participant shall be required to be in attendance at all: regular monthly staff meetings, monthly district meetings including department/grade level/team after school meetings, in-services, parent/teacher conferences, middle school team planning and all other activities as required of all regular full-time teachers. The building administrator will make an effort to equitably distribute planning periods between the two teachers.

4. COMPENSATION: Compensation shall be determined by each teacher's step and column on the salary schedule, prorated by the teacher's teaching time: the full-time teacher's teaching time. Each teacher will gain one (1) full year of seniority (per article 12) and will be credited with one (1) full year of credit on the salary schedule for each year worked in a job share position. All other provisions of the current Master Agreement, except as specified herein, shall continue as if the teacher is working in a regular full-time position.

5. BENEFITS: Sick leave and personal leave will be granted and used on a prorated basis. Fringe benefits shall be provided on a pro-rata basis as defined in Article XIV, based on the pro-rata portion that each teacher teaches. The teachers may contribute any additional amounts necessary to pay premiums of the insurance coverage the teacher may desire, by payroll deduction.

6. SUBSTITUTING: In the event that one of the teachers is absent, the other teacher will be asked to substitute for the absent teacher. The teacher shall be compensated "sub" pay (per Article VI.C.4.). In the event that the teacher is called upon to be a long-term substitute, the teacher shall be compensated according to the contract (Article XXVIII, H. I. and Article VI.C.4.). In the event that a teacher leaves the job share assignment before the end of the school year, the other teacher will assume full responsibility for the position within ten (10) school days of receiving notice and will be compensated accordingly. In the event that neither participant wants to continue in the job share, the position becomes vacant and is posted.

7. RETURNING TO FULL-TIME POSITION: If the district terminates the job share, the employees will be covered under layoff and recall procedures as per the contract. If a participant decides to end the job share at any time, the teacher may apply for any available position, or may take a voluntary layoff. The remaining job share participant can either seek a new job share partner and make an application to continue the job share or take the position as a full-time position.

8. CONTINUATION: The intent of the parties is to continue the job share agreement beyond the current school year subject to review in the spring.

9. AGREEMENT: The District, the job sharing teachers, and the Association shall sign the approved job sharing agreement. Except for the specific provisions made expressly in this letter of agreement, all the terms and conditions of the current Master Agreement apply for bargaining unit members involved in job sharing. Further this letter in no way sets any precedents or waives any rights currently enjoyed by any bargaining unit members who are teaching less than full-time in posted part-time positions.

ARTICLE VII

Teaching Conditions

A. Telephone facilities shall be made available to teachers for their reasonable use. Personal long distance phone calls shall be made only in accordance with District policy.

B. The Board will continue to make adequate parking facilities available to teachers.

C. The Board agrees to continue providing a staff lounge in each building. The lounge shall not be used for student instruction purposes.

D. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex or marital status or membership in or association with the activities of any employee organization. The Board and the Association pledge themselves to seek to extend the advantages of public education to every student without regard to race, creed, religion, sex, color or national origin and to seek to achieve full equality of educational opportunity to all pupils.

E. Each classroom or work area shall have a space provided for the storage of instructional materials and supplies. Further, the Board agrees that it is desirable that classrooms and work areas shall be free of disruption and excessive interruption.

ARTICLE VIII

Vacancies and Transfers

Transferred Supervisory Position
Any teacher who is transferred to a supervisory or executive position and shall later return to teacher status shall be entitled to retain such rights as he/she may have had under this Agreement prior to such transfer to supervisory or executive status.

VACANCIES

A. Definition of "Vacancy":

A vacancy shall be defined under section 1249 of school code, which is linked here.

B. Notification (Posting) of Vacancies and Application:

Vacancies occurring within the bargaining unit, including newly created positions, shall be provided via a google doc (each member should set the document to alert them to changes) to each bargaining unit employee with a copy of such posting to the Association. Positions as described above shall be posted at least four (4) school days prior to being filled. Bargaining unit employees may apply for such positions by applying through the application system as an internal applicant (Talent Ed or some such similar program). Said positions shall be filled in accordance with the procedure outlined in Section C below.

During the summer months when regular school is not in session, the Employer will post the position for the Association. Positions so posted shall remain posted at least four (4) calendar days prior to being filled. Application may be made in the same manner as described above. Likewise, these positions shall be filled on the same basis.

C. Awarding of Vacancies:

Internal qualified applicants will be awarded the position prior to considering external applicants, unless mutually agreed upon by the administration and Association. Awarding a vacancy to external applicants shall only occur if no existing bargaining unit employees meet the criteria outlined in this Section.

The most qualified and adequately certified internal applicant shall be awarded the position. "Most Qualified" shall be determined as follows:

1. The listed factors may be considered:
    a. compliance with applicable state or federal regulatory standards, including standards established as a condition to receipt of foundation, grant, or categorical funding:
    b. Credentials needed for District, school, or program accreditation;
    c. District-provided professional development, training, and academic preparation for an instructional assignment that is anticipated to contribute to the teacher's effectiveness in that assignment and is integrated into instruction;
    d. Relevant special training, other than professional development or continuing education as required by state or federal law, and integration of that training into instruction in a meaningful way;
    e. disciplinary record, if any;
    f. length of service in a grade level(s) or subject area(s);

g. the recency of relevant and comparable teaching assignments;
h. Previous effectiveness ratings; (Evaluations for the last three years shall be used when deciding between applicants.)
i. Compliance with state and federal law; and
j. Other relevant factors as determined by the Superintendent or designee and in cooperation with the Association

2. In the event two (2) or more applicants are equal for the qualification determinations outlined above, the position will be awarded to the most senior applicant.

3. Members who are working under an alternate certification have the right to be awarded a vacancy, provided there are no traditionally certified Michigan teaching applicants.

TRANSFERS

A. Definition of "Transfer":

A "transfer" shall be defined as either a voluntary or involuntary change in (1) a bargaining unit employee's position or assignment to another position or assignment within the bargaining unit, (2) building assignment, (3) grade level(s) included in an assignment in preK-5 (4) subject area(s) included in an assignment, (5) a non-classroom assignment such as librarian, guidance counselor, itinerant personnel, etc., or (6) Special Education assignment such as learning disability, emotionally impaired, etc.

B. Voluntary Transfers:

A "voluntary transfer" is initiated by the district or the teacher and the district and teacher are in agreement with the transfer. Transfer awarding of vacancies may be first governed by the language in Article XII pertaining to layoff and recall. Other transfers will be governed by this Section.

C. Involuntary Transfers:

Involuntary transfers may be affected with reason. Thirty (30) days' notice of the intention to transfer specifying the reasons and the specific position to be transferred to shall be provided to the affected bargaining unit employee and the Association. Between August 1 and Sept. 30 of a school year, it may be less than 30 days' notice. The administrator may conduct an involuntary transfer to a vacant position for the following reasons: (1) the teachers' current assignment is eliminated; (2) the administration finds that the teacher's performance or misconduct should result in a change in placement; (3) the teacher's endorsement or teaching certificate is needed to fill a vacancy that the District cannot otherwise fill. The administration may make an involuntary transfer before utilizing the vacancy language under Article XVI. If reason three (3) listed above is necessary, the District must externally post the position (for ten days, with a re-posting or two if necessary) to try to find a suitable, qualified, and vetted candidate. Pursuant to this Agreement, the district will work to maintain the most senior (all other factors being equal between candidates) qualified staff possible district-wide, consistent with the requirements of this Agreement. The specifics of the use of involuntary transfers as part of staff reduction shall be outlined in the Layoff & Recall Article of this Agreement.

D. Probationary Teachers

Staff within their probationary period of teaching in HPS may not apply for any other positions in the district due to the amount of training that is provided to them in their content/grade level in those probationary periods. However, the district and the Association may grant exceptions to this rule.

E. Tenured Teachers with an IDP

Staff who are on an IDP will not be considered for transfer until the requirements of the IDP have been met satisfactorily. However, the district and the Association may grant exceptions to this rule.

F. Teachers who choose to apply and are awarded a vacant position will not be permitted to apply for another vacancy within the district for a period of four (4) years due to the amount of training that is provided to them in their content/grade level. However, the district and the Association may grant exceptions to this rule.

G. Vacancies that occur between August 1 and September 30

1. Any vacancies that occur between August 1 and September 30 will have a two (2) business day posting on the internal document.
2. All vacancies will follow the aforementioned hiring practices

ARTICLE IX

Leaves - Personal and Family Illness, Disability, Death

A. Each full-time teacher shall be granted ten (10) days sick leave per year for personal illness, disability, injury or death. Part-time teachers will receive sick leave on a prorated basis in accordance with the number of hours worked per week (e.g., a half-time teacher (50%) shall be granted ten (10) half-days' sick leave (50% days) per year and when using such days, one half-time teacher's day shall equal one half-day sick pay). Sick leave for each school year shall be credited to each teacher's sick leave account after the first day of employment of the school year, and accumulated sick leave shall be reported to each employee on the first pay day of the school year. The only exceptions are when a teacher's first day of employment of the school year is after the start of the school year or a teacher moves from part-time to full-time status during the school year, the teacher will be credited with having earned one (1) day of sick leave for each calendar month in which the teacher works five (5) or more school days during the remainder of that school year. All earned and unused sick leave may accumulate to a maximum of as described in the chart below.

Sick Days Accrued	Year in Effect
121-125 days	2019-2020
126-130 days	2020-And Beyond

B. Teachers shall be allowed to use sick leave for absence occasioned by the illness, injury, or death of a member of the immediate household, for serious injury, illness, or death of a parent, sister, brother, or child of the teacher or spouse, and for the bereavement of uncles, aunts, grandchildren and grandparents of the teacher or spouse. In addition, teachers may use one (1) day of sick leave each school year to attend the funeral of other relatives or friends.

C. New Birth/Adoptive Child leave shall be granted for up to ten (10) days. These leave days will be counted against the member's accumulated sick time. Sick bank days may not be used for New Birth/Adoptive Child leave.

D. For all sick leave days in excess of three (3) within a given month, the Board may require a physician's certificate verifying physical illness or disability which prevents the teacher from fulfilling his or her teaching responsibilities.

E. Teachers are responsible to obtain approval for a known absence in advance. After approval is granted, the teacher will enter the absence in the automated substitute teacher system. The teacher should make their best effort to enter an unexpected absence into the substitute teacher system in a timely manner. The Administration will insure that a substitute teacher is placed in the classroom of the absent teacher.

F. Routine medical and dental appointments shall be made outside school time whenever possible. When it is necessary to see a doctor or dentist during school time because of illness, this time shall be deducted from the teacher's sick leave.

G. Personal Leave

1. To prevent undue hardship to individual staff members who must be absent from school to attend to personal business, three (3) days will be provided without salary reduction.

2. Any unused personal days will be added to the member's sick day allotment at the end of the school year.

3. Requests for a personal day shall be made by the member through his/her supervisory principal at least forty-eight (48) hours in advance of the requested absence date. If the immediacy of the absence is of such a nature that the request in writing is not practical, oral request by the member shall be sufficient.

4. Requests for personal leave days that fall before or after a non-student day or on a professional development day, shall be granted only in emergency or extraordinary situations and must be approved by the principal and the Superintendent.

H. Attendance Incentive

1. The District will compensate a member at a rate of $250 per day for any unused personal days at the conclusion of the school year.

2. The District will compensate a member at a rate of $250 if the member uses not more than three sick days during the school year.

3. The District will compensate a member who has completed a minimum of 15 years of service to Hudsonville Public Schools and is eligible for retirement through MPSERS at a rate of $100 per day for each unused sick day available, up to the chart listed in Article IX, A. This payment will be made in the form of a non-elective 403B account in the last pay period in June of the year the member retires. Persons retiring at the end of the school year shall provide notice of their intent to retire no later than April 1.

4. All personal days must be used prior to taking unpaid days with the exception of Article IX. G.

I. Workers' Compensation. When it is necessary to be absent from duty due to illness or injury compensable under the Michigan Workers' Compensation Act, the teacher may, at the teacher's option, apply accumulated sick leave to make up the difference between their net salary (gross salary less all deductions for federal, state and local taxes) and that amount received through Workers' Compensation. Such differences in salary shall be figured on a percentage basis, and this same percentage shall be deducted from the teacher's sick leave accumulation. (For example, if Workers' Comp pays 60% of the full pay, sick leave will pay only 40% and the sick leave accumulation shall be charged .4 of a day for each day used.) Upon depletion of accumulated sick leave, the differential payments will terminate.

J. It is understood that the use of sick leave for childbearing shall not preclude the use of unpaid child care leave.

K. Leaves of absence with pay not chargeable against the teacher's allowance shall be granted for the following reasons:

1. Absence when the teacher is called for jury service.

2. Time necessary to take a selective service physical examination.

3. Court appearances as a witness in a school connected dispute in which the Association is not party when said teacher is subpoenaed to appear.

L. Sick Leave Bank

1. During the first five years of employment each teacher shall donate one (1) day of accumulated sick leave to a sick leave bank.

   Guidelines and procedures established by the Association, including but not limited to continued maintenance, replenishing, and repayment procedures, must be uniformly adhered to by all teachers. The Association shall notify the District so that appropriate accounting of the utilization of the sick leave bank may be maintained. Any days left in the bank at the end of each school year and upon the expiration of this Agreement shall be carried over for future use.

ARTICLE X

Unpaid Leaves of Absence

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

B. An unpaid leave of absence of one (1) year may be granted to any teacher, upon application, for the purpose of engaging in graduate study while maintaining full-time student status (eighteen (18) or more graduate semester hours per year) at an accredited college or university reasonably related to his/her professional responsibilities. Upon return from such leave a teacher who has been employed as a teacher for seven (7) consecutive years shall receive one (1) year of credit on the salary schedule provided the teacher provides evidence of the completion of eighteen (18) semester hours of study credit. This leave can be used again by a teacher only after four (4) years of teaching except in cases which have Superintendent approval.

C. The parties shall abide by all local, State, or Federal laws pertaining to the granting of leave and the re-employment of employees who perform active service in any branch of the Armed Forces of the United States.

D. The parties agree that they will abide by the Family and Medical Leave Act of 1993 (FMLA) policy negotiated between the parties, as it pertains to such leaves.

E. Child Care Leave

An unpaid leave of absence may be granted upon request to any teacher for the purpose of child care. All applications for unpaid child care leave must be in writing on file with the Superintendent. Except for emergency situations, the written notification shall be submitted at least 45 days prior to the requested leave of absence beginning date.

1. The Superintendent and the teacher shall agree upon the beginning and ending dates prior to the commencement of the leave but not in conflict with the doctor's statement of health. Every effort will be made to take into account pupil-teacher continuity in the classroom and accordingly, where the teacher's health permits, the beginning and ending of the leave will correspond as nearly as possible with the beginning or ending of a marking period or semester.

2. A leave so granted may be for a period of up to twelve (12) months and, upon request of the teacher, extended at the discretion of the Board.

3. Child care leave may be used for the purpose of caring for an employee's child, or for the purpose of child adoptions through an agent legally authorized to provide such services.

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

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

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

   b. Return at a mutually agreed to time between the Superintendent and the bargaining unit member.

4. Pregnant teachers may elect to use paid sick leave or unpaid child care leave, or both, for pregnancy-related illness or disability.

F. Unpaid medical leave shall be granted under one of the following provisions:

   1. Any teacher whose personal illness extends beyond the period compensated under Article X and who is not covered by family and medical leave pursuant to the policy negotiated by the parties under section D above may be granted a leave of absence without pay for such time as is necessary and reasonable for complete recovery from such illness. The Board may, at its discretion, require a medical certificate to be furnished by said teacher setting out the nature of his/her illness together with a prognosis, said certificate to be prepared by a licensed practitioner of the healing arts in this state.

   2. In the event that the teacher wishes an unpaid medical leave and has not utilized the entire leave provision period (F.1. above) compensated for under Article X, an unpaid medical leave shall be granted under the following conditions:

      a. All of the applications for unpaid medical leaves of the nature must be in writing on file with the Board at least thirty (30) days prior to the requested leave of absence beginning date. A written doctor's statement must accompany the request where the health of the teacher may be a factor in final determination of the beginning and ending of the leave.

      b. The Superintendent or designee and the teacher shall agree upon the beginning and ending dates prior to the commencement of the leave, but not in conflict with the doctor's statement of health. Every effort will be made to take into account pupil- teacher continuity in the classroom and accordingly, where the teacher's health permits, the beginning and ending of the leave will correspond as nearly as possible with the beginning or ending of a marking period or semester.

      c. A leave so granted may be for a period of up to twelve (12) months and, upon request of the teacher, extended at the discretion of the Board.

G. The maximum number of leaves of absence as defined in sections A and B above granted by the Board of Education annually will be as follows:

1. Elementary Two (2)
2. Middle School Two (2)
3. High School Two (2)

H. An unpaid leave of absence may be granted upon application for the purpose of serving as an officer of the Michigan Education Association or the National Education Association. Upon return from such leave, a teacher shall be placed on the salary schedule as he/she would have been had he/she taught in the district during such period.

I. An unpaid leave of absence may be granted to any teacher upon application for the purpose of campaigning for, or serving in, a public office. This leave shall be for a minimum of one (1) year and a maximum of one (1) term in the elected office.

J. Unpaid Leave

Any teacher with seven (7) years of experience in the Hudsonville Public School System may apply to the Superintendent for a one (1) year unpaid leave under this section to start with the beginning of the next school year. No reason for such request need be stated, but leave may be granted conditional on a replacement teacher being available. No more than three (3) teachers shall be on leave under this provision at any one time. If more than three (3) teachers apply for such leave for a given year, the three (3) most senior teachers shall qualify for the leave.

K. Unpaid Personal Leave

1. Any employee desiring an unpaid leave, other than leaves in the contract, shall apply in writing to the Superintendent identifying the period of the proposed leave and the necessity thereof. The granting or denial of any such requested leave shall be discretionary with the Superintendent of Schools.

2. Superintendent approval of any such leave, if granted, shall be in writing and shall specify the period of the approved leave and the purpose for which it may be used.

3. A maximum of five (5) days may be used for unpaid personal leave per school year.

   An employee may not use unpaid personal leave days prior to or immediately following a non-student day or professional development day.

4. Requests for unpaid personal leave days that fall before or after a non-student day or a professional development day, shall be granted only in emergency or extraordinary situations and must be approved by the principal and Superintendent.

5. All such leaves shall be approved by the employee's immediate supervisor prior to submitting such requests to the Superintendent of Schools. The employee's immediate supervisor shall verify that a qualified and certified substitute is available.

L. Unpaid Leaves of Absence - General

1. Unless otherwise indicated, all such leaves shall be without pay or other compensation, shall be without salary schedule credit, and shall be without accrued or accumulation of benefits (e.g., sick leave). All unused benefits which were accrued by the teacher prior to the leave of absence shall be credited to the teacher upon the teacher's return from a leave.

2. Unless otherwise indicated, application for a leave of absence for one (1) full school year must be made by a teacher on or before March 1 of the school year prior to the leave. Exceptions for emergencies may be granted by the District.

3. Unless otherwise indicated in the specific leave provision, upon applying for and being granted a leave from a teaching assignment, a teacher shall, upon conclusion of the leave, be assigned to a position for which he/she is certified. The teacher may make a request to return to their current position when making their application for a leave of absence.

4. By March 1 prior to the expiration of a full school year leave under Paragraphs A, B, E and J above, a teacher on leave must notify the Superintendent in writing of his/her intent to return to the teacher's position the following school year. The Board shall advise the teacher by certified letter of this obligation during the month of March. If the teacher fails to notify the Superintendent by April 15, the teacher shall be considered to be on layoff and subject to recall under the procedures in Article XIII.

5. A leave of absence shall not exempt a teacher from the provisions of layoff contained in the contract. A layoff notice is required only if it will affect employment beyond the length of the leave.

6. Failure to return from leave on the date specified in said leave shall be a non-arbitrary and non-capricious reason for dismissal.

7. If a position that a teacher is certified and qualified for is not available at the completion of their leave, the district may extend the leave for an additional year.

ARTICLE XI

Seniority

A. Seniority shall be defined as length of unbroken service in Hudsonville Public Schools. (A break in service occurs when a teacher resigns, retires, or is terminated and the termination is not reversed through an administrative or court proceeding.)

1. Leaves of absence, with or without pay, and absences due to layoff are not considered as a break in service.
2. Seniority shall be counted from the first date of service in the district.

3. Seniority shall not accumulate during a requested leave of absence as set forth in Article X, Sections A, B, C, E, I or J. Such leave, however, shall not constitute a break in service.

4. Seniority shall continue to accumulate during absences under Article IX. Seniority shall continue to accumulate during absences under Article X, Section F, up to a maximum of one (1) year.

5. In the event two or more people have the same seniority date, ties will be broken by using the last four digits of the teachers' social security numbers. The person with the highest number shall be considered to have the greatest seniority with rank descending so that the person with the lowest number has the least seniority.

B. Time spent in an administrative position in the district shall not be considered a break in service, but seniority shall not accumulate while in an administrative position.

C. Human Resource Department will create a seniority list.

1. The list will include the names, type of certificate(s), grade(s), or course(s) which the teachers are qualified to teach, the first date of unbroken service, beginning and ending dates for leaves which do not count for accumulated service (see A.3. above), and last four digits of employee's social security number.

2. Upon agreement on the list, the first date of unbroken service shall not thereafter be challenged.

3. The seniority list shall be updated by November 1 each year of the Agreement.

D. Upon the completion of 120 days of service to the district within one (1) school year or 120 consecutive days of unbroken service, all newly hired teachers in Hudsonville Public Schools shall be placed on the seniority list as of their first date of service in the district, and shall remain on the list until such time as there is a break in service to the district as defined in section A above.

E. For the purpose of determining years of seniority for teachers who work less than a full year, the following schedule will apply:

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

ARTICLE XII

Reduction of Personnel - Ancillary

A. Non-School Year Layoffs. Subject to the requirements of the Tenure Act, whenever any notice of personnel reductions for the upcoming school year occurs on or before August 1, the Board shall follow the procedure listed below:

1. Provisional, Continuing, Professional, or qualified certificate will be laid off first, provided there are fully qualified and fully certificated ancillary staff member to replace and perform all of the needed duties of the laid off ancillary staff member.

2. If reduction is still necessary, then probationary teacher with the least number of continuous years of employment in the Hudsonville Public School System will be laid off first, provided there are remaining fully qualified and fully certificated ancillary staff member to replace and perform all of the needed duties of the laid off ancillary staff member.

3. If further reduction is still necessary, then tenured ancillary staff members and non-probationary non-certified ancillary staff members with the least seniority in the Hudsonville Public School System will be laid off first, provided there are fully qualified and fully certificated ancillary staff members to replace and perform all the needed duties of the laid off ancillary staff members.

4. A full time ancillary staff member shall not be laid off or have his/her assignment reduced in time if a less seniored teacher is retained in an assignment for which the senior ancillary staff member is fully qualified and fully certificated. Transfer of all or part of the work assignment of one or more ancillary staff member may be necessary in order to preserve the full assignment of a more senior ancillary staff member. In the event that involuntary transfers are necessary, the least senior ancillary staff member (s) whose transfer(s) will accomplish this objective will be transferred first.

5. A part-time ancillary staff member whose assignment is reduced by more than one quarter (.25) shall be governed by the provisions of Section A.4. of this Article.

B. School Year Layoffs. Subject to the requirements of the Tenure Act, when the decision to reduce the work force for the upcoming school year occurs after August 1 or the date of the actual reduction is during the school year, the reduction in work force shall be implemented by identifying the position which is to be eliminated and placing the affected ancillary staff member into a position which is occupied by the ancillary staff member with the least seniority for which the affected ancillary staff member is fully qualified and fully certificated to work in. If there is no position held by a less seniored ancillary staff member for which the affected ancillary staff member is fully qualified and fully certificated, he/she will be laid off. In addition, a more senior ancillary staff member whose assignment is reduced in time shall have the right to exercise his/her seniority in order to maintain his/her previous work hours by bumping into a position which is occupied by the ancillary staff member with the least seniority, for which the more senior ancillary staff member is fully qualified and fully certificated to work in.

C. Voluntary Layoffs. The parties agree to allow voluntary layoffs in those situations where an ancillary staff member is willing to accept a layoff rather than exercising his/her seniority rights to a position. All voluntary layoffs shall be in accordance with the following:

1. The voluntary layoff shall be treated as if it was an involuntary layoff and the ancillary staff member shall be subject to recall pursuant to the provisions of this Article.

2. The voluntary layoff must be agreeable to the Board and the individual ancillary staff member.

3. The Board will make no claim that these voluntary layoffs are leaves of absence or that the ancillary staff member is not eligible for unemployment benefits as a result of accepting voluntary layoff.

D. Fully qualified and certified ancillary staff shall be defined as follows:

1. An ancillary staff member who hold a provisional, continuing, or qualified teaching certificate in a given subject area; and

2. Who have completed eighteen (18) semester hours of college credit in a given subject or have taught in the subject area or grade level (elementary) on a regular basis within the last five (5) years preceding the layoff; and

3. Ancillary staff member who have the certification(s) and qualification(s) required by any applicable state and/or federal legislation, regulations or guidelines for the positions held by the Teacher.

E. Recall - Subject to the requirements of the Tenure Act, recall of the ancillary staff member shall follow the procedure listed below:

1. Non-School Year Recall. When the decision to recall an ancillary staff member for the upcoming school year occurs on or before August 1, the Board shall reassign more senior staff to ensure that the most seniored ancillary staff member on layoff is recalled, provided such reassignment allows for a position for which the most seniored ancillary staff member on layoff is fully qualified and fully certificated.

2. School Year Recall. When the decision to recall an ancillary staff member for the upcoming school year occurs after August 1 or the date of actual recall is during the school year, recall shall be on the basis of seniority to available positions provided the most seniored ancillary staff member is fully qualified and fully certificated for the position to which he/she is being recalled without any reassignment of staff.

F. Recall - General

1. The recall provisions of this Article shall take precedence over the provisions of Article VIII, Vacancies and Promotions.

2. No new ancillary staff member will be employed by the Board while there are bargaining unit members who are laid off unless none of the ancillary staff member who are laid off are fully qualified and fully certificated to fill the position.

3. If there is no written acceptance of the recall by the ancillary staff member within fourteen (14) calendar days from the date of the mailing of the notice, the right to that specific position shall be forfeited. A laid off ancillary staff member refusing recall and/or failing to respond to a recall notice (within the time limit provided above) for the second time or failing to return to work on the required date shall be considered a voluntary quit with no further recall rights, provided that any ancillary staff member who is laid off may refuse a position that does not reflect the full or part-time status of the ancillary staff member prior to lay-off without loss of recall rights. Acceptance of a position that is less than full-time shall not affect an ancillary staff member's recall rights to a full-time position.

4. Any ancillary staff member previously laid off who receives recall notice after June 30 and is under written contract with another school system at the time of recall may refuse recall without loss of recall rights.

G. Ancillary positions will not be eliminated after September 1 of a given school year unless financial exigencies dictate a necessary reduction in staff. Financial exigencies include failure of millage or unforeseen reduction in State Aid.

H. The Board shall give no less than thirty (30) days notice to the ancillary staff member being laid off and the Association.

I. A seniority list reflecting the last day of hire along with each ancillary staff member's certification. This list shall be completed by November 1 each year, unless mutually extended. Upon agreement of the list, the last day of hire may not thereafter be challenged.

Reduction of Personnel - Certified

A. It is understood by the parties that a layoff may be appropriate where the Superintendent determines that insufficient funds are budgeted for the existing teaching staff or that a reduction in teaching staff is necessary due to program, curricular, or other operational considerations. To promote an orderly reduction in personnel when the educational program, curriculum, and staff are curtailed, the following procedures will be used:

Teachers will be reduced based on years of service, evaluation average, and a rolling three-year average of the teacher's evaluation rating and the listed factors to be considered under Article VIII. For teachers with less than three years of service, the District will use the rolling average of all available evaluation ratings and the listed factors to be considered. All factors being equal, the least seniored staff member will be laid off.

B. After a reduction of teachers as outlined above, if there are classroom teaching positions that are created and/or vacant, laid-off teachers who are certified and qualified for the position(s) will be given the first opportunity to fill such positions. The notification shall be given to all laid-off teachers, and the vacancy or vacancies shall be filled by the most qualified (per Article VIII, Section C).

The Association will be notified of the reduction in personnel at least ten (10) days before the layoff notices are distributed to the teachers. Teachers affected by the layoff will be given written notice no later than July 1, prior to the school year in which the layoff is scheduled to take effect, unless the District receives a reduction in funding or enrollment after July 1 which necessitates a reduction in personnel. Teachers subject to a mid-year layoff will receive thirty (30) days' notice of the Board meeting where the layoff will be considered. Teachers being laid off shall receive a 60-calendar day notice in writing before the effective date of layoff for layoffs during the summer months and no less than 90 calendar days for layoffs during the school year.

C. The Board shall give written notice of layoff or recall from layoff by sending a registered letter or certified letter to the teacher at their last known address. It shall be the responsibility of the teacher to notify the Board of any change in address.

D. The certification and qualifications of an employee to be laid off shall be the certification and accumulated qualification on file with the Board at the time the layoff occurs. The certification and qualification of an employee to be recalled from layoff shall be the certification and qualifications on file with the Board at the time the notice of recall from layoff is sent. If an employee gains additional endorsements or certifications during their layoff and alerts Human Resources, those additional endorsements or certifications could be taken into consideration for recall. It is the employee's responsibility to notify the Board, in writing, of any inaccuracies in Board records and/or any changes as they occur. The Human Resources office will notify all employees on layoff of any certification and permit updates during their time on layoff.

E. A teacher refusing an offer of recall to a classroom teaching position that the teacher is certified and qualified per Article VIII, Section C shall be deemed a voluntary quit and shall result in forfeiture of the further right of recall. The only exemption from this shall be if the teacher is under contract with a different Michigan Public School District at the time of recall. In such case, the teacher shall have the ability to work until the end of the semester, trimester, or next natural break before reporting for duty at the District of Recall. Should the teacher refuse that option, he/she shall be deemed to have voluntarily quit as set forth above.

F. Teachers laid off shall have insurance benefits continued and paid by the Board in accordance with the provisions in Article IV until the last day of the month of layoff. After that, a laid-off teacher may continue their insurance benefits in accordance with the Carrier's layoff/benefit continuation policy, inclusive of paying the subscriber group rate premium for the Consolidated Omnibus Reconciliation Act of 1985 (COBRA).

G. The District will maintain a recall list for one full school year, up to September 1st. In no event shall a list be maintained for more than 18 months.

H. Recall - Subject to the requirements of the Tenure Act, recall of the staff member shall follow the procedure listed below:

When the decision to recall a staff member for the upcoming school year occurs on or before August 1, the Board shall reassign the last staff member laid off to ensure that the most qualified staff member on layoff is recalled, provided such reassignment allows for a position for which the staff member on layoff is fully qualified and fully certificated (as listed in A.1.)

I. Recall - General

1. The recall provisions of this Article shall take precedence over the provisions of Article VIII, Vacancies and Transfer.

2. No new staff member will be employed by the Board while there are bargaining unit members who are laid off unless none of the staff members who are laid off are fully qualified and fully certificated to fill the position.

ARTICLE XIII

Insurance Protection

A. The Board shall provide MESSA Plan 1 or Plan 2 described below by making payment of insurance premiums for a full twelve (12) month period each year of this Agreement for the teacher and his/her eligible dependents as defined by MESSA, subject to the provisions below.

B. Each teacher shall elect either Plan 1 or Plan 2, provided, however, that if a husband and wife are both members of the bargaining unit, one shall select Plan 1 and the other Plan 2. Part-time teachers shall receive the Plan 1 premium rate on a pro rata basis (e.g., a teacher employed for three days per week will receive three-fifths of the premium rate due to a full-time teacher eligible for the same coverage). Those part-time Teacher electing Plan 1 shall pay the difference between the prorated amount and the full cost of the appropriate health insurance by direct payment or payroll deduction.

C. The employer shall pay 80% of the total cost of the MESSA medical premium and deductible. 100% of the non-medical benefits. Additionally, the Board agrees to maintain this 80/20 cost-sharing provision during the life of this Agreement.

Employees shall contribute 20% of the medical premium and the annual deductible. Employer shall fund 100% of the MESSA ABC Plan 1 annual deductible (minus the employees 20% contribution) to the employees' Health Equity (HEQ) Health Savings Account (HSA) for each plan year. Deposits would be made in quarterly installments beginning on January 1, then April 1, then July 1, and the last installment on October 1 of each year. The District will fund the balance of the deductible due ahead of schedule for any member who incurs significant medical claims prior to receiving all four quarterly deposits. For teachers hired after January 1, the Employer will fund a percentage of the MESSA ABC Plan I annual deductible to the employees' Health Equity" (HEQ) Health Savings Account (HSA) for each plan year equal to the percentage of the calendar year they work.

Employee contributions shall be payroll deducted. Payments will start with the first pay date after the open enrollment period ends. The annual payment amount will be distributed equally throughout the remainder of the payroll dates for the school year through a qualified Section 125 plan and shall not be subject to withholding. The Employer's qualified Section 125 plan shall include any and all of the provisions necessary for pre-tax contributions to employees' HSA accounts.

In the event an employee is not qualified for a Health Savings Account for any of the months of the deductible plan year, the employer shall contribute the negotiated amount of funding as set forth in the agreement to either a Flexible Spending Account ("FSA") or a 403(b). Affected employees shall notify the employer where to contribute the money on or before December 15 of each school year.

Employees may contribute, through payroll deduction and electronic transfer additional money towards their HSA up to the maximum amounts allowed by Federal Law.

The parties understand that in the event the minimum deductible necessary for a medical plan to comply with HSA eligibility is increased beyond the current deductible level in MESSA ABC Plan 1, the deductible (and the Employer's funding of the deductible) will automatically adjust to meet the federal minimum requirement.

D.

	Benefit	Plan 1	Plan 2
1.	Health Insurance	**MESSA ABC Plan 1** Deductible $1400/$2800 ABC Rx SO OL/OV/SV $0 Coinsurance	
2.	Long Term Disability	**MESSA** 66 2/3% of salary up to $7,500 monthly maximum 90 calendar days modified fill Pre-existing condition waiver Alcohol/drug (same as any other illness) Mental/Nervous (same as any other illness) Soc. Sec. Offset- Primary Own- Occupation 2 years COLA- No SS Freeze- Yes	Same as Plan 1 Coverage
3.	Dental Insurance	**MESSA/Delta Dental** Diag & Prev – 80% Basic Services- 80% (X Rays) Major services 80% Annual Max- $1800 Orthodontics- 80% Lifetime Max- UCR Riders- 2 cleanings, AO	Same as Plan 1 Coverage
4.	Life Insurance	**MESSA Negotiated Term** Life $45,000 with $45,000 AD&D, Waiver of Premium	Same as Plan 1
5.	Vision Insurance	MESSA Vision Enhanced	Same as Plan 1
6.	Options	Not Available	Pursuant to the terms of the District's Section 125 Plan, All teachers electing to take the Plan 2 option in lieu of medical insurance shall receive 80% of the amount of the single subscriber premium rate for the insurance plan provided to other members of the association. (prorated for part-time Teacher). Cash in lieu payments will start with the first pay date after the open enrollment period ends. The annual payment amount will be distributed equally throughout the remainder of the payroll dates for the school year. Any modifications of the Section 125 Plan which affect bargaining unit members will be subject to negotiations with the Association.

E. General Provisions Related to Insurance Coverage

1. The insurance year shall be twelve (12) months from September 1 through the following August 31 each year of the contract. The plan year for the purposes of the HSA shall be twelve months from January 1 through the following December 31.

2. In the event a teacher is terminated during the school year, the insurance shall terminate at the end of the month of termination.

3. In the event a teacher dies during the school year, and providing the policy permits continued coverage, the Board shall continue payments of the applicable premiums for the balance of that school year. If the teacher dies after the completion of the school year, and providing the policy permits continued coverage, the Board shall continue payments of the applicable premiums through August 31 of that year.

4. In the event a teacher resigns, goes on an unpaid leave of absence (including leaves while eligible to receive benefits under the long-term disability insurance or Workers' Compensation) or is laid off during the school year, the Board shall continue payments of the applicable insurance premiums per the following formula:

$$\frac{\text{\# of teacher days (includes any paid days) completed in school year}}{183} \times 365 - \text{\# of calendar days completed in school year} = \text{\# of additional calendar days the Board will continue payment of insurance after FMLA leave completed}$$

Provided, however, that if the number of calendar days that the Board will continue payment of insurance extends past the first day of a month, the Board shall continue payment of the applicable insurance premiums through the end of that month. In the event of a leave covered by the Family and Medical Leave Act, if the continuation of payments for insurance benefits covered by FMLA is greater than provided by this provision, FMLA shall govern.

5. Teachers on unpaid leaves of absences (including leaves while eligible to receive benefits under the long-term disability insurance or Workers' Compensation) will be allowed to continue their insurances after the Board discontinues payments of the premiums by paying the applicable premiums to the Central Office, provided that the policies permit such continued coverage.

6. In the event a teacher leaves employment after the end of a school year and before the start of the next school year, the insurance shall continue through the following August, unless the teacher becomes employed by another employer and is covered by fully-employer-paid insurance with respect to each insurance program included in this Article.

7. All insurance benefits for which the Board is obligated to contribute shall be subject to the underwriting rules, regulations, and limitations as set forth by the respective insurance carrier.

8. The Board, by payment of the premiums set forth herein, shall be relieved from all liability with respect to the benefits provided by the insurance carriers or their underwriters. The failure of the insurance carriers or their underwriters to provide any of the benefits for which they have contracted shall not result in any liability to the Board, nor shall such failure be considered a breach of any obligation by the Board.

9. Disputes between teacher(s) or beneficiaries of teacher(s) and the insurance carriers or their underwriters shall not be subject to the Grievance Procedure established in this Agreement.

10. There shall be a 30-day open enrollment period each year from September 1 through September 30, or any other time mutually agreed to by the parties and MESSA. Summer pre-enrollment will be permitted in appropriate situations.

11. In the event a teacher begins employment after the first required work day of the school year, the teacher shall be eligible for insurance benefits effective on the first day of service that MESSA permits for such coverage. Should the teacher continue in employment through the end of the school year, the Board shall continue payments of the applicable insurance premiums per the following formula:

$$\frac{\text{\# of teacher days completed in the school year after the teacher's first day of service}}{183} \times 365 - \text{\# of calendar days completed in school year after the teacher's first day of service} = \text{\# of additional calendar days the Board will continue payment of insurance}$$

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

ARTICLE XIV

Evaluation of Ancillary Positions

A. The purpose of evaluation is to provide information that will determine, in the evaluator's opinion, the employment status of the individual ancillary staff member at a given point in time; to recognize levels of job performance; to identify opportunities for professional growth; and to provide appropriate and specific techniques and/or resources for improvement when necessary. An outcome of evaluation is intended to be a strengthening of the instruction process and the promotion of professional growth through professional development.

B. At the elementary level, the elementary principal will be responsible for evaluations and recommendations. At the secondary level, the responsibility lies with the building principal or the assistant principal as designated by the principal. Ancillary staff member who work in multiple buildings shall be assigned one principal of one of the buildings he/she works in for the purpose of evaluation. Ancillary staff members may be evaluated by the Director of Special Education in place of the member's building administrator. Any administrator responsible for the evaluation of any ancillary staff member shall be trained in the evaluation program used by the District.

C. Bargaining unit members in a probationary status shall be evaluated twice during each school year of the probationary period. The first evaluation cycle shall be completed prior to December 15th (observations completed by November 30) and the second evaluation cycle shall be completed by April 15th. Bargaining unit members on tenure shall have an annual evaluation at least once every three years. This evaluation cycle shall be completed by May 1st.

D. The following procedures and timelines shall be observed in the evaluation process:

1. By October 1, each ancillary staff member on the regular evaluation cycle to be evaluated during the school year will receive written notice of such and a listing of the evaluation criteria (refer to Appendix F) to be used in the evaluation. Each ancillary staff member being evaluated will also have received an information package and worksheet, along with an Individualized Development Plan ("IDP") for probationary ancillary staff members, or Personal Development Goal ("PDG") for tenured ancillary staff members. Probationary ancillary staff members will have met with the administrator to discuss and formulate an IDP for that school year. Tenured ancillary staff members will have met with the administrator and discussed the member's PDG. At the members's request, Association representation shall be provided at this meeting.

2. If a tenured ancillary staff member is being evaluated more frequently than every three (3) years, the administrator shall include a rationale for this in the notice that goes to the teacher prior to the start of the evaluation process.

3. Prior to the ancillary staff member's first observation, the evaluator shall meet with the member for a pre-observation conference in order to mutually agree on an observation schedule and to review the evaluator's expectations. The evaluator may at this meeting ask that the member provide an outline of the lesson plan for the observation at least two (2) days prior to the observation. The evaluator shall inform the member at this meeting if he/she will be looking for a specific demonstration of a single element of the evaluation criteria in this observation in addition to the overall observations. For probationary bargaining unit members, the evaluator shall review his/her expectations as set forth in the IDP and the evaluation standards. Additionally, the tenured ancillary staff member shall review with the evaluator his/her PDG.

4. Within five (5) school days following the first observation of a tenured bargaining unit member, the evaluator shall notify the member in writing if any areas have been observed to be unsatisfactory. The notification must identify the unsatisfactory behavior and include supporting evidence from the observation as identified by the evaluator.

5. The second scheduled observation for tenured and probationary bargaining unit members shall be scheduled at least two (2) weeks after the first work site observation, unless a shorter timeline is mutually agreed to.

6. Within ten (10) school days following the final observation, the evaluator shall meet with the ancillary staff member to share the formal written evaluation. The written evaluation shall conclude with an overall statement indicating that the teacher's overall performance is satisfactory or unsatisfactory. This statement will not be part of the probationary member's first evaluation cycle each year.

    a. The meeting shall be scheduled during the member's regular work day.

    b. If a member is to receive an overall unsatisfactory evaluation, they shall be notified prior to the post-evaluation conference that he/she may want to have an Association representative at the conference.

    c. Any written evaluation that cites less than satisfactory behaviors shall be supported by reference to the observations and identified by the evaluator.

        1. If the evaluator determines that an ancillary staff member's overall performance is unsatisfactory, but that the member's employment will continue, the evaluator shall provide recommendations for remediation in a "Plan of Assistance" as found in Appendix F.1. If the evaluator determines performance in a specific area is unsatisfactory but the overall performance is rated satisfactory, the evaluator shall include recommendations for the member to achieve a satisfactory level of performance in this area. This recommendation shall include what administrative and other support is available to the ancillary staff member.

        2. Failure to include reference to the less than satisfactory or unsatisfactory performance in subsequent evaluations shall signify that the evaluator considers the performance to be satisfactory.

7. The ancillary staff member shall, by his/her signature, indicate that the written evaluation has been shared with him/her and that he/she has received a copy of the document.

    a. The member's signature in no way implied they are in concurrence with the report.

    b. The member may attach a written response (explanation) to the evaluator's written assessment. If the member chooses to submit a written response, it shall be attached to and included with the district's copy of the evaluation.

E. The following general guidelines shall apply to all evaluations:

1. An evaluation shall consist of:

   a. A pre-observation conference;

   b. Two (2) scheduled formal work site observations for tenured ancillary staff members and no more than two (2) scheduled formal work site observations for each evaluation cycle for probationary teachers;

   c. After the final observation, a post-observation conference at which a written evaluation is presented to the bargaining unit member.

2. All observation or monitoring of the work performance of bargaining unit members shall be conducted openly and with full knowledge of the member.

   a. Formal observations for the purpose of the evaluation cycle shall be limited to scheduled classroom and/or work site observations.

   b. Any unsatisfactory work-related behavior that is to be referenced in the evaluation form and is observed outside the formal observations shall be reduced to writing and shared with the bargaining unit member no later than ten (10) school days after the unsatisfactory behavior was observed. The bargaining unit member may request a meeting with the evaluator to discuss the matter.

3. Each scheduled formal work site observation shall be of at least thirty (30) minutes duration.

4. Scheduled formal work site observations shall not be scheduled on the day before or after a holiday or a vacation per the school calendar (Appendix C, D, and E).

5. All written evaluations shall be on the evaluation form in our online evaluation tool. The ancillary staff member's performance in specific criteria shall only be rated as "meets expectation," or "does not meet expectations." The only rating for overall performance shall be "satisfactory" or "unsatisfactory." The evaluator may include a summative evaluation on the form and attach additional written comments, if necessary.

6. The original evaluation form shall be filed in the bargaining unit member's personnel file maintained in the office of the Superintendent of Schools, a second copy shall be given to the bargaining unit member being evaluated and a third copy shall be kept by the evaluator in a locked file.

7. A member may request Association representation at any meeting related to evaluation, and the meeting shall not continue until such time as the member's request has been met.

8. The ancillary member may request a conference with the Superintendent of Schools, or his/her designee, to discuss his/her evaluation in the presence of the evaluator and any other person(s) of the member's choice.

F. Plan of Assistance. Any judgment of overall unsatisfactory performance in an evaluation (per Appendix F) must be supported by observation and documentation to support the conclusion made by the evaluator, and the evaluator shall develop a plan of assistance following the format in Appendix F.1. This plan of assistance shall be in a separate and distinct document and shall identify the specific area that needs improvement, provide the teacher with specific written recommendations for improvement, include a timeline that gives appropriate time to implement the recommendations of the evaluator, and detail what administrative and other support and resources are available to the teacher.

G. Any charge concerning the professional competence of a tenured bargaining unit member arising out of the evaluation process shall be filed with the Board of Education at least thirty (30) calendar days prior to the close of the school year that the teacher is evaluated.

H. The parties agree that information received from parents, students or other District employees will not be used in isolation to evaluate bargaining unit members. Nor will test scores or test results be used in isolation to evaluate bargaining unit members.

Evaluation of Certified Staff Positions

Those who deliver direct instruction to students, as opposed to Ancillary staff, outlined above. These procedures shall take effect at the start of the 2024-2025 school year.

A. Beginning with the 2024-25 school year, teachers will be evaluated using the negotiated state approved performance evaluation system.

B. Specific performance goals will be identified by the teacher, in conjunction with the building principal, to improve their effectiveness in the upcoming school year.
   1. The performance evaluation system will meet all requirements outlined in Section 1249 in the Revised School Code.
   2. A negotiated year-end evaluation form that utilizes the evaluation system for 80% and other objective criteria for 20% of the year-end evaluation determination.
   3. The data used in this section must align with the Evaluation Final Score Sheet.

C. Process: The negotiated Performance Evaluation system, "Year-End Evaluation Reporting Form" known as the Evaluation Score Sheet, and "Individual Development Plan (IDP) Form" are attached and included in this Agreement in Appendix _____.

   1. Classroom observations that are intended to assist in the year-end performance evaluation for teachers will be conducted as follows:
      a. Unless notified otherwise, the building administrator will be the teacher's evaluating administrator.
      b. The classroom observations used in the year-end evaluation must follow the requirements of Section 1249 of the Revised School Code.
      c. There shall be notice of each scheduled observation date given to the teacher at least two (2) school days prior to the observation. Upon such notice, the teacher will provide the information outlined in Section 1249. If the teacher cancels the observation designated by the administrator, the administrator may continue with the observation without the described timetable of two (2) school days notice for the observation.

d. There shall be at least two (2) classroom formal observations of a teacher in each school year the teacher is evaluated that are conducted at least forty-five (45) business days apart. Administrators providing feedback to teachers regarding an observation and the forty-five (45) business days between formal observations run concurrently. The requirements of this section do not apply to informal observations and walkthroughs. The first observation shall occur no later than December 31 of each school year. This December 31 and 45 day requirement may be altered in situations where a teacher or Administrator is on FMLA or similar medical leave or is a mid-year hire. This alteration will occur in a conversation between the District and Association.
e. There may be unscheduled observations. However, if a teacher and administrator agree, the formal observation could be changed, given the classroom activity or situation in the classroom/building/district. This is not to supersede the law that requires at least one observation must be scheduled.
f. There shall be no observations, scheduled or otherwise, that occur on the day prior to a vacation.
g. Teachers may request Association representation during an evaluation conversation.

2. Beginning July 1, 2024, the annual performance evaluation system will follow section 1249 of the Revised School Code. If it is amended we will work under those provisions. Board Policy under Certified Evaluations will also reflect these changes.
    a. The year-end evaluation determination and form shall be delivered/sent to the teacher electronically by May 30 of each year. In the event there is no year-end evaluation as described above for a tenured teacher, the teacher shall be deemed "Effective Evaluation Exemption" (or similar designation by the state)per the year-end evaluation determination.

3. Teachers who work less than 60 days in any school year, or who have their evaluation results vacated through the grievance procedure, or are 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. Said teachers shall receive the same rating they received in the prior year for the current year if it was conducted by the district.

4. If a tenured teacher has been rated "highly effective" (prior to July 1, 2024) or "effective" (beginning the 2024-2025 school year) for three (3) consecutive year-end evaluations, they shall be evaluated every third year thereafter. 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. In the event that an administrator believes a tenured teacher is in need of additional support within a school year (prior to the final, year-end evaluation), the administrator and Association **may** work together with the teacher to create an IDP that addresses the necessary interventions.

5. In addition to the above procedures (Sections B. 1-4), tenured teachers who are evaluated with an IDP shall be provided 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. resources/professional development to be provided by the district to assist the teacher in meeting the goals of the IDP.

c. a progress report, supported with at least two (2) classroom observations conducted consistent with Section B.1 above and completed no later than mid-year or three months following placement on the IDP, that is used as a supplemental tool to gauge a teacher's improvement and to assist in any needed additional improvement that is aligned with the existing IDP.
d. A Mentor teacher shall be assigned in order to assist the mentee in the described performance goals of the IDP.

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

7. Teachers who voluntarily move to a new building may be put back on cycle for evaluation.

D. Rights of Tenured Teachers:
1. A tenured teacher who is rated as "needing support" shall have the following due process rights to challenge said rating outlined in Section 1249 (2, I, i, ii,iii).
    a. The teacher may request a review meeting of the evaluation and the rating to the district's superintendent or designee. Such a request must be made in writing within 30 calendar days after the teacher is informed of the rating and a meeting with the superintendent shall be held no later than five (5) days after receipt of the request for review. A written response to the review meeting with any modifications of the year-end performance rating shall be provided to the teacher within thirty (30) calendar days after the meeting.
    b. 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.
        i. The request must be submitted in writing within thirty (30) calendar days after the teacher receives the written response from the superintendent.
        ii. 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.
2. A tenured teacher who receives two (2) consecutive ratings of "needing support" may demand to use the grievance procedure as outlined in Article XV.

E. Training on evaluation system, tools, and reporting forms:
1. Within the first thirty days of each school year, the district shall provide, during contractually scheduled Professional Development time or if appropriate through email/digitally, training to all teachers on the evaluation system and other important components of the year-end evaluation process and how each reporting form is used during the process.

ARTICLE XV

Professional Grievance Negotiation Procedure

A. For purposes of this Agreement, a grievance is defined as any claim or complaint by an employee or by the Association that there has been a violation, misinterpretation, or misapplication of a specific provision of this Agreement. All such grievances shall be processed as hereinafter provided.

B. The aggrieved employee shall begin the grievance procedure by informally discussing the matter with his/her immediate supervisor within fifteen (15) days after the occurrence or the facts become known, with the object of informally resolving the matter. If not so resolved, a written statement of the grievance, signed by the grievant, shall be filed with his/her immediate supervisor within fifteen (15) days after such informal discussions. Such statement shall recite the facts alleged, the provision of the Agreement involved, and the relief requested. Within fifteen (15) days thereafter, the aggrieved employee and his/her immediate supervisor and a representative of the Association shall meet to discuss the matter in an effort to resolve it.

C. If not resolved at such meeting, a written answer to the grievance shall be given by the immediate supervisor within fifteen (15) days after such meeting. If the employee is not satisfied with that answer, he/she shall then forward the grievance and answer to the Superintendent within fifteen (15) days after receipt of the answer. The aggrieved employee and representative of the Association shall meet with the Superintendent within fifteen (15) days thereafter to discuss the matter in an effort to resolve it.

D. If not settled at such meeting, the Superintendent or his/her designee shall give his/her written answer within fifteen (15) days of such meeting to the aggrieved employee and the Association. If not settled as a result of such answer, either the Board or the Association shall have the right to appeal the dispute to a mutually satisfactory arbitrator under and in accordance with the rules of the American Arbitration Association. Such appeal must be taken by written notice given to the other party within fifteen (15) days from the date the answer is given.

E. In the event of a general grievance, the President of the Association has the right to file a grievance, which would go directly to the Superintendent under Section D and follow the procedure as outlined thereafter.

F. Notwithstanding the expiration of this Agreement, any claim of grievance arising thereunder may be processed through the grievance procedure until resolution.

G. A teacher engaged during the school day in any professional grievance negotiations on behalf of the Association with any representative of the Board shall be released from regular duties without loss of salary. If any negotiations are requested by the Board which will involve the teacher during the school day, the teacher will be released from regular duties without loss of pay.

H. The arbitrator shall have the power and authority as set forth herein to resolve such grievances.

1. It is expressly agreed that the power and authority of the arbitrator shall be limited in such case to the resolution of the question submitted to him/her. It is further specifically agreed that the arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement. The decision of the arbitrator shall be final and binding on both parties.

2. The fees and expenses of the arbitrator shall be shared equally by the Board and the Association. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other. If either party wants an official transcript of the proceedings, then said party shall pay the full cost.

3. No decision in any case shall require a retroactive adjustment in any other case.

4. The arbitrator shall have no power to establish salary scales.

5. The arbitrator shall have no power to rule on any of the following:

   a. The termination of or decision not to re-employ any probationary teacher.

   b. Failure to re-employ any teacher to an extra contract assignment. For the purpose of this provision, re-employ shall include any position within a sport (e.g., football) within an education level (i.e., high school, middle school or elementary) or a non- coaching position within an educational level that the teacher previously held.

   c. Any matter covered under the Teacher Tenure Act. (Act IV, Public Acts, Extra Session of 1937 of Michigan, as amended) and any matter considered a prohibited subject of bargaining pursuant to section 15(3) of the Public Employment Relations Act.

   d. The use of teacher evaluation form agreed upon by the parties that can be found in the Board Policy documents/Administrative Guidelines, and Appendix D.

I. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, the Board and Association shall use their best efforts to process such grievance prior to the end of the school term or as soon thereafter as may be possible. Failure to institute a grievance or appeal a decision within the time specified shall be deemed acceptance of the decision at that level. Should the Association withdraw a grievance at any level, no further proceedings shall be had. If the Board fails to comply with any time limit, the grievance shall automatically advance to the next step of the grievance procedure. For purposes herein, “days” shall mean teacher days during the school year and those days on which the District’s Administration Office is scheduled for work between Monday and Friday (both inclusive) during the non-school year.

ARTICLE XVI

Student Teacher Guidelines

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

A. Teacher shall reserve the right to refuse to have a student teacher.

B. No teacher shall have a student teacher under his/her supervision unless said teacher has obtained tenure status.

C. No teacher shall have more than one (1) student teacher during any school year.

D. Whenever a student teacher is to serve more than one (1) teacher at the same time, one of the supervising Teacher shall be designated as head teacher.

E. No supervising teacher shall substitute for another teacher during the hours a student teacher is under his/her supervision. Student teachers shall be governed by their University or College program's guidelines and procedures on substitution and classroom coverage.

ARTICLE XVII

Professional Development Funds

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

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

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

B. The PDC shall have the following powers:

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

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

C. The PDC shall furnish a complete annual financial report by June. This report should specify the amount used by each individual teacher and the type of conference attended by that teacher.

D. The PDC should also specify in the report the amount of conference monies used for extracurricular conferences.

E. The PDC shall administer a fund for teacher conferences. The fund shall be used to finance all expenses including substitute teacher cost. Money left over at the end of the school year shall be carried to the next school year. The Employer shall contribute one hundred forty-three dollars and ninety-five cents ($143.95) per FTE per school year to the fund.

ARTICLE XVIII

Disciplinary Procedures

A. Employees shall not be reprimanded, disciplined, discharged, reduced in rank without just cause. Any such discipline of a bargaining unit employee's performance, shall be subject to the grievance procedure, hereinafter set forth, including arbitration. The specific grounds for disciplinary action will be presented in writing to the bargaining unit employee and the Association no later than the time discipline is imposed.

B. The Board agrees with the concept of progressive discipline which, unless the seriousness of the offense warrants accelerated discipline, includes verbal warning, written reprimand, suspension without pay, with discharge being used as a final and last resort.

C. Teachers shall be entitled to have present a representative of the Association during any disciplinary action. Teachers shall be advised of this right before any action is taken.

D. Association Representation: The employer shall offer association representation to the teacher in any case where an allegation has been made against the employee by a parent, student, or colleague that is the subject of the meeting or if the administration suspects the employee may have committed some offense. The association representative shall be informed of the subject matter of any meeting a teacher is required to attend in advance of the meeting. The representative for that employee has the right to pause the meeting to have a discussion with the employee. The employee shall be entitled to the specific representative of their choice, should that individual be available.

E. Personnel File: A teacher will have the right to review the contents of all records of the Employer pertaining to said bargaining unit employee originating after initial employment and to have a representative of the Association accompany them in such review. Other examination of a bargaining unit employee's file shall be limited to qualified supervisory personnel, except that an Association representative may review such files when necessary for contract administration purposes or to provide a bargaining unit employee representation in other administrative or legal proceedings.

F. No "verbal warnings" shall be contained in the Personnel File. Any such warning deemed a "verbal warning" shall be communicated to the individual, and there shall be no written record of such in the employee's Personnel File.

G. Committee Membership: The district shall indemnify and otherwise hold harmless any bargaining unit employee serving as a participant on District, state, or federally mandated committees and who follows the norms and expectations of the committee. At District expense, the bargaining unit employee(s) shall be provided with legal counsel in the event of complaints and/or litigation arising because of participation on such committees.

ARTICLE XIX

Additional Salary Adjustments

A. Adjustments from one vertical column to another will be made according to the following guidelines:

1. Masters Degree in Education

   a. Only those courses taken after the BA degree and teaching certification are awarded will be applicable.

   b. After having been awarded an MA degree, the teacher will be advanced to the second column on the salary schedule.

2. MA+36, Second MA degree, Ed.S or Ph.D

   a. Only those courses taken after the MA degree and teaching certification are awarded will be applicable.

   b. Graduate level courses approved in writing by the Superintendent or designee or related to the field of K-12 education will be counted toward column movement if they have been earned through an accredited college or university.

   c. Undergraduate credit courses must have the written approval of the Superintendent or designee in order to count toward column movement. In the event the Superintendent or designee denies a teacher credit for undergraduate hours, the teacher has the right to appeal this decision to the Board of Education .

3. Michigan State Continuing Education Clock Hours (SCECHs) may be substituted for semester credit hours under subparagraphs 1 and 2 above at the ratio of three (3) SCECHs to one (1) semester hour, provided they are earned by attending classes outside the teacher's paid working time and are approved by the District in advance.

4. Adjustments from one vertical column to another will be made only as of the first day the teacher is required to report for work at the beginning of the school year and the first day of the second semester, provided written proof of satisfactory completion of hours beyond BA, MA, or upon earning 36 credit hours beyond a MA degree. Acceptable written proof includes a college transcript or in lieu thereof a letter from the professor teaching the course where hours are applicable, or the registrar's office in the case of conferral of a degree.

5. Teachers hired at mid-year will be advanced to the next step on the salary schedule at the next mid-year and each succeeding mid-year. A teacher must be employed for a minimum of one hundred (100) days during a given school year in order to qualify for the next step on the salary schedule for the succeeding year.

ARTICLE XX

Extra Duty Compensation Guidelines

A. All hourly rates and annual rates (non-indexed rates) not otherwise mentioned are to be increased by the same percentage as the salary schedule, each year of the contract.

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

1. Evening Music Performances*

   Elementary music Teacher shall be reimbursed for all evening music performances at the following hourly rates:

	2021-2024
Concerts	$34.08

2. Instructional Activities*

   Instructional activities beyond a teacher's regular hours, assignment and calendar shall be adjudged as "Extra Duty for Extra Pay" positions and excluded from tenure. The 2019-2021 rate shall be $34.08 per hour.

3. Curriculum Work*

   Curriculum work, including participation on the school improvement team, beyond the school calendar and/or school day. The 2019-2021 rate will be $23.99.

4. Teacher Leader Salary Table*

   Step 1 - $42,591

   Step 2 - $44,721

   Step 3 - $46,850

   Step 4 - $48,980

   Step 5 - $51,109

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

a. Elementary

(1) Pre-K,

(2) Kindergarten

(3) Grade 1

(4) Grade 2

(5) Grade 3

(6) Grade 4

(7) Grade 5

(8) Elementary Special Education Resource

(9) Art

(10) Music

(11) P.E.

(12) S.T.E.A.M.

(13) Early Childhood and Elementary Categorical

(14) District Wide Diagnostic

b. Middle School

(1) Math (6-8)

(2) Science (6-8)

(3) Language Arts (6-8)

(4) Social Studies (6-8)

(5) Special Education Resource (6-8)

c. Secondary

(1) Business Education (6-12)

(2) World Language (6-12)

(3) English (9-12)

(4) Art (6-12)

(5) Family Consumers Science (6-12)

(6) Industrial Technology (6-12)

(7) Music (6-12)

(8) Mathematics (9-12)

(9) Science (9-12)

(10) Social Studies (9-12)

(11) Health and Wellness (6-12)

(12) Special Education Resource (9-12)

(13) Categorical Special Education (6-12)

(14) Counseling (K-12)

(15) EL (K-12)

2. Department chairs and grade level leaders may be appointed by the administration after receiving recommendations from members of the department or grade level. Such appointments will be for a term up to three (3) years.

3. The department chairs and grade level leaders will meet no more than once a month, up to nine (9) times a year, with their respective departments or grade levels.

4. The department chairs and grade level leaders will meet once a month, up to nine (9) times during the school year, with the building administrator(s), and/or Curriculum Director.

5. Up to three (3) meetings each school year will be scheduled by the administration for all department chairs and grade level leaders.

6. All leaders' salary is determined by the 2017-19 Teacher Leader Salary Table, based on experience in position (limit to 5 steps).

   a. Elementary grade level leaders will be paid at 4.0% (.04). Elementary Special Education, Specialists, and Reading Teacher will be paid at 4.0% (.04).

   b. Middle School Department Chairs and High School Department Chairs will be paid at 3.5% (.035).

   c. Secondary leaders and department chairs for grades 9-12 will be paid at 3.5% (.035) up to 5 FTE's in the department. Additional FTE's beyond 5 will be paid at the rate of $75.00 for each FTE.

D. Non-tenure, extra-duty salary schedules not contained within this Article or cited elsewhere in this Agreement are set forth in Schedule B, which is attached and incorporated into this Agreement.

ARTICLE XXI

Reimbursement for Advance Study

A. The District will provide tuition reimbursement for coursework required to complete an advanced degree in a program designed to enhance a member's professional practice in education. The amount of the reimbursement per credit hour will not exceed the average credit rate for graduate level coursework in education at Central Michigan University, Michigan State University, and Grand Valley State University. Any tuition covered by scholarship or grant awards shall not be reimbursable.

B. The program must be offered through an accredited college or university as approved by the Superintendent. All graduate level programs must be approved by the Superintendent. Documentation of program acceptance by the college or university is required prior to reimbursement. Teachers may not begin a program that qualifies for reimbursement until they have completed one full year of teaching at Hudsonville Public Schools. For teachers beginning a Masters Program in 2021-2022, the first twenty-one (21) credits will be reimbursed upon completion of the course and proof of transcript completion. The remaining credits will be reimbursed after three (3) years of program completion and if the teacher is still working at Hudsonville Public Schools.

C. All requests for reimbursement must have prior approval from the Superintendent in order to be eligible for payment.

D. Reimbursement will occur after the member has successfully received a grade/credit for the course. Evidence of successful completion may be in the form of a grade report or transcript.

E. At least 30 hours (or whatever is required by the Michigan Department of Education) of District Provided Professional Development (DPPD) provided to teachers shall be SCECH approved and eligible for teacher recertification requirements.

F. The District shall reimburse each teacher for 50% of the application fee for renewal of the teacher's professional certificate as issued by the Michigan Department of Education. The District will also reimburse Social Workers, Speech Pathologists, School Psychologists, and School Counselors for 50% of license renewal fees.

ARTICLE XXII

Board Rights

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

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

2. To hire all Teachers, and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, and to promote, discipline and transfer all such employees.

3. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board.

4. To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature.

5. To determine class schedules and the hours of instruction, the duties, responsibilities and assignments of Teacher with respect thereto and with respect to administrative and non- teaching activities, the terms and conditions of employment.

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

ARTICLE XXIII

Calendar

A. The calendars that cover this collective bargaining agreement are contained in Appendix attached to and incorporated into this Agreement.

B. During each year of the current master agreement, students will be scheduled to attend the required number of days as prescribed by law for instruction. Teachers, other than those in their first three (3) years of employment in classroom teaching who have not fulfilled their State-mandated professional development requirements, will be scheduled to work 183 days. The actual scheduled instructional and work days are set forth in the calendar (see Appendix C).

C. The first scheduled work day for the Teacher shall be arranged so that three hours will be used for preparation time for the teacher.

D. School Closing (Snow Days)

1. Whenever schools shall be closed on a scheduled day due to inclement weather the staff shall not be required to report for work and shall suffer no loss of pay.

2. In the event no days of instruction are canceled due to inclement weather, the calendar will be followed as printed in this Master Agreement.

3. In the event school is closed for more than six days, (days and/or hours) need to be made up, the district and the Association will collaboratively work on developing a mutually agreed upon plan to make up that time.

4. Any alterations in the calendar according to the foregoing provisions shall not result in additional compensation being paid to Teacher.

5. In the event all of the foregoing provisions have been implemented and students still have not obtained the minimum number of instructional days/hours, then the district reserves the right to decide if additional days/hours will be scheduled. If additional days are scheduled, they shall be added to the school year immediately after the conclusion of the regular calendar as set forth in Appendix C of the Master Agreement, unless otherwise agreed between the parties.

ARTICLE XXIV

Mentor Teachers

A. A mentor teacher shall perform the duties specified in Section 1526 of the School Code. A mentor teacher shall be a bargaining unit member with four (4) or more years of service with the District.

B. Starting with teachers hired by the District to begin teaching during the 1994-95 school year or later, each bargaining unit member for the first three (3) years of his/her employment in classroom teaching shall be assigned to up to two (2) mentor teachers. The mentor teacher shall be available to provide professional support, instruction and guidance. The purpose of the mentor assignment is to provide a peer who can offer assistance, resources and information.

C. The mentor teacher/mentee assignment shall be subject to the following conditions:

1. Participation as a mentor shall be voluntary. In the event there are not sufficient bargaining unit volunteers, the District may appoint a mentor Teacher from any source permitted by Section 1526 of the School Code.

2. An attempt will be made to match mentor teachers and mentees who have the same area of certification or work assignment.

3. The mentor teacher assignment shall be subject to renewal on a year-to-year basis based on a review by the administration, the mentor teacher and the mentee at the end of the year.

4. The mentor teacher/mentee relationship shall be confidential and shall not in any fashion be a matter included in the evaluation of the mentor teacher or mentee.

5. Upon request, the administration shall make available reasonable release time for classroom/teacher observations (as approved by the building administrator). Additionally, release time shall be made available for mentor-mentee meeting time. First and second year mentor/mentees shall have available up to three (3) half-day releases per school year if mentor and mentee are not in the same building and one (1) half-day per school year release if the mentor and mentee are in the same building. Third year mentor/mentees shall have available up to two (2) half-day releases if not in the same building and one (1) half-day release if in the same building so the mentor teacher may work with the mentee in his/her assignment during the regular work day.

   It is expected that mentors will meet with their mentees at least one and one-half hours a month before or after school to discuss curriculum and instructional issues September through May. Meeting (contact) time must be at least 30 minutes long to meet this monthly requirement. Documentation of the dates of these meetings will be submitted to the curriculum office at the end of the school year.

   Meeting time outside the contract year shall be voluntary except that a first year teacher mentor may be required to attend a mentor/mentee meeting during the new teacher orientation arranged by the District. The first year teacher mentor shall be paid at the curriculum rate for all required time in attendance at the new teacher orientation. Required new teacher orientation meeting time that is self-directed time for the mentee and mentor shall be in lieu of equivalent release time during the upcoming school year.

6. Mentees shall be provided with a minimum of fifteen (15) days of professional development during their first three (3) years of employment in classroom teaching. Teachers that have worked within another district may have reduced hours.

7. No later than the end of the first year that a bargaining unit member serves as a mentor teacher, he/she should attend a workshop or conference selected by the administration for the purpose of training the bargaining unit member to serve as a mentor teacher. All workshop or conference expenses shall be paid by the District.

8. For up to a one year period mentors will be available upon request for any teacher who is transferring to a subject area or grade level. The compensation rate and meeting requirements will be 50% of those for second year new teacher mentors (release time shall be made available for up to two half-day releases for out of building mentor/mentee and one half-day release for in building mentor/mentee)

9. Newly hired teachers who previously attained tenure will be provided one year of mentoring. Requirements and compensation shall be as set for a year 2 mentor.

10. Mentors and mentees will be required to attend up to three meetings outside the school day of up to one and one-half hours in length during the course of the year.

11. When required, the training of new teacher mentors will be the responsibility of the district. Teachers involved in the training will be compensated at the curriculum rate for all non-contractual time they are involved in the training. All expenses related to the training will be reimbursed according to the District's conference guidelines. Some of the training can occur as release time during the school year.

D. In the event the law requiring mentor Teacher is repealed or amended during the life of this Agreement, the provisions of this Article that are affected by such change shall be suspended from operation.

ARTICLE XXV

Curriculum Development

A. Elementary, Middle, and High School Curriculum Review Committees (CRC) shall be responsible for assisting in the initiation and establishment of policies affecting the nature and design of the instructional program of the District. The CRC is to provide consultation with and recommendations to the Superintendent or designee for needed improvements in the instructional program, including but not limited to: (1) reviewing educational research and recommending practices; (2) developing and recommending criteria for the ongoing evaluation of instructional programs; (3) reviewing and recommending policies concerning testing programs and instructional management systems; (4) reviewing and making recommendations on proposed programs; and (5) promulgating and recommending other policies relating to the District's programs and curriculum. CRC membership shall be determined by the administration in collaboration with the HEA.

B. All Teachers are expected to teach the Board-approved curriculum and administer the appropriate assessments. Teachers may expand or enrich the curriculum (except in the area of reproductive health), provided they stay within the curriculum guidelines approved by the Board.

C. Annual student achievement data will be used to evaluate the District's curriculum. District assessment reports, other than those utilized internally by the administration, will only be made without the Teachers' names in aggregate form by district, building or grade level. Individual class reports for a teacher can be individualized and identify the classes' report.

ARTICLE XXVI

Highly Qualified

A. The District shall notify each teacher in writing by October 1 of each year of his/her "highly qualified" status under the federal law for his/her current school year teaching assignment. The Association shall be provided a copy of each notice. It is the responsibility of each teacher to properly and timely fill out any forms the District may require and submit to the District verification of any tests or courses passed which are relevant to his/her "highly qualified" status.

B. The District and the Association share a common interest in seeing that all members of the teaching staff obtain "highly qualified" status under the federal law . To facilitate that goal, the District agrees to allow Teacher to satisfy any of the options for becoming "highly qualified" for his/her teaching assignment that are recognized and approved by both the United States Department of Education and the Michigan Department of Education.

C. If any actions required by the Board or District under federal law result in a duty to bargain under the Public Employees Relations Act, bargaining shall be initiated by the parties in a time frame sufficient to allow completion of bargaining prior to the deadlines specified in federal law.

ARTICLE XXVII

Miscellaneous Provisions

A. Pursuant to Section 15(7) of the Public Employment Relations Act, if an emergency manager is appointed under the Local Government and School District Fiscal Accountability Act, then the emergency manager will have all powers specified in that Act in regard to this collective bargaining agreement. The District put this language into this Agreement solely because State law requires it.

B. A teacher should make their best effort to enter an unexpected absence into the Substitute System in a timely manner depending on the start of the student day in their building. The Administration will insure that a substitute teacher is placed in the classroom of the absent teacher.

C. No polygraph or lie detector device shall be used in any investigation for any teacher.

D. This Agreement shall supersede any rules, regulations, or practices of the Board that shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement so long as this Agreement is in force.

E. A copy of this Agreement shall be printed at the expense of the Board for HEA leadership and those deemed necessary by the Superintendent or designee. This agreement will be available via the District's website.

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

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

H. Part-time Teacher - A teacher employed on a part-time basis throughout the school year shall be governed by policies affecting full-time staff members.

I. Payment for services rendered shall be on a pro-rata basis as follows:

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

J. One-Year Leave of Absence Replacement Personnel - The District reserves the right to fill vacancies through a third party vendor if the vacancy is the result of the District granting a teacher's request for a one year leave of absence.

K. Temporary Personnel - Teacher hired by the District for 150 days or more within one school year to fill a temporary teaching vacancy shall be members of the bargaining unit and are subject to the policies and contract provisions governing the employment of regular staff, except time spent working as a replacement teacher shall not be counted towards continuous years of service or considered as seniority for the purpose of layoffs or recalls under Article XIII of this Agreement until such time as a replacement teacher is awarded a vacant teaching position.

Payment for services shall be computed in accordance with the following formula:

Payment = (Contract amount*)/183 X Replacement Teacher's # Contract days

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

L. Teachers transferring to the District from another school district may be placed at any step of their respective degree index up to receiving full credit on the salary schedule for their time served in a public district. Any placement beyond their years of experience would be agreed upon by the HEA and administration on a case-by-case basis.

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

N. In order to comply with Section 164h(1)(d) of PA 108 of 2017, the Board shall adopt policies to comply with this provision and communicate the details of those policies to all bargaining unit members no later than October 1 of each year. Such policy shall not, in any way, alter the provisions contained in this Collective Bargaining Agreement.

ARTICLE XXVIII

Duration of Agreement

This Agreement shall be effective as of and shall continue in effect for three (3) years through the 30th day of June, 2026. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

BOARD OF EDUCATION:	HUDSONVILLE EDUCATION ASSOCIATION:
By: Barb Hooper	By:
School Board President	President
By:	By: Rebecca Schipper
School Board Secretary	Chief Negotiator
By:	By:
School Board Negotiator	HEA Negotiator
By:	By:
School Board Negotiator	HEA Negotiator
By:	By:
School Board Negotiator	HEA Negotiator

APPENDIX A

2023-2024 School Year Salary Schedule

**Applies only to members hired prior to July 1, 2015

23-24	BA	MA	MA+36	23-24	**BA
Step	5%	5%	5%	Step	5%
1	$46,460	$50,177	$52,500	31	$72,910
2	$47,378	$51,735	$54,104	32	$73,462
3	$48,297	$53,292	$55,708	33	$74,016
4	$49,215	$54,850	$57,312	34	$74,569
5	$50,133	$56,407	$58,917	35	$75,122
6	$51,051	$57,965	$60,520	36	$75,675
7	$51,969	$59,522	$62,124	37	$76,228
8	$52,887	$61,080	$63,728	38	$76,781
9	$53,805	$62,638	$65,332	39	$77,335
10	$54,724	$64,195	$66,936	40	$77,887
11	$55,642	$65,752	$68,540	41	$78,440
12	$56,560	$67,310	$70,144	42	$78,994
13	$57,478	$68,867	$71,748	43	$79,547
14	$58,396	$70,425	$73,352	44	$80,099
15	$59,315	$71,983	$74,956	45	$80,653
16	$60,232	$73,540	$76,560	46	$81,206
17	$61,151	$75,097	$78,164	47	$81,759
18	$62,069	$76,655	$79,767	48	$82,312
19	$62,986	$78,212	$81,372	49	$82,865
20	$63,905	$79,771	$82,976	50	$83,418
21	$64,823	$81,328	$84,580	51	$83,972
22	$65,742	$82,885	$86,184	52	$84,525
23	$66,659	$84,443	$87,787	53	$85,077
24	$67,578	$86,000	$89,392	54	$85,631
25	$68,496	$87,557	$90,996	55	$86,184
26	$69,413	$89,116	$92,600	56	$86,737
27	$70,332	$90,673	$94,204	57	$87,290
28	$71,250	$92,230	$95,807	58	$87,843
29	$71,803	$92,783	$96,361	59	$88,396
MAX - 30	$72,357	$93,337	$96,914	60	$88,950
				MAX - 61	$89,502

APPENDIX A (con't)

2024-2025 School Year Salary Schedule

**Applies only to members hired prior to July 1, 2015

24-25	BA	MA	MA+36	24-25	**BA
Step	4%	4%	4%	Step	4%
1	$48,318	$52,184	$54,600	31	$75,826
2	$49,273	$53,804	$56,268	32	$76,400
3	$50,229	$55,424	$57,936	33	$76,977
4	$51,184	$57,044	$59,604	34	$77,552
5	$52,138	$58,663	$61,274	35	$78,127
6	$53,093	$60,284	$62,941	36	$78,702
7	$54,048	$61,903	$64,609	37	$79,277
8	$55,002	$63,523	$66,277	38	$79,852
9	$55,957	$65,144	$67,945	39	$80,428
10	$56,913	$66,763	$69,613	40	$81,002
11	$57,868	$68,382	$71,282	41	$81,578
12	$58,822	$70,002	$72,950	42	$82,154
13	$59,777	$71,622	$74,618	43	$82,729
14	$60,732	$73,242	$76,286	44	$83,303
15	$61,688	$74,862	$77,954	45	$83,879
16	$62,641	$76,482	$79,622	46	$84,454
17	$63,597	$78,101	$81,291	47	$85,029
18	$64,552	$79,721	$82,958	48	$85,604
19	$65,505	$81,340	$84,627	49	$86,180
20	$66,461	$82,962	$86,295	50	$86,755
21	$67,416	$84,581	$87,963	51	$87,331
22	$68,372	$86,200	$89,631	52	$87,906
23	$69,325	$87,821	$91,298	53	$88,480
24	$70,281	$89,440	$92,968	54	$89,056
25	$71,236	$91,059	$94,636	55	$89,631
26	$72,190	$92,681	$96,304	56	$90,206
27	$73,145	$94,300	$97,972	57	$90,782
28	$74,100	$95,919	$99,639	58	$91,357
29	$74,675	$96,494	$100,215	59	$91,932
MAX - 30	$75,251	$97,070	$100,791	60	$92,508
				MAX - 61	$93,082

APPENDIX A (con't)

2025-2026 School Year Salary Schedule

**Applies only to members hired prior to July 1, 2015

25-26	New BA	New MA	New MA+36	25-26	New **BA
Step	4%	4%	4%	Step	4%
1	$50,251	$54,271	$56,784	31	$78,859
2	$51,244	$55,956	$58,519	32	$79,456
3	$52,238	$57,641	$60,253	33	$80,056
4	$53,231	$59,326	$61,988	34	$80,654
5	$54,224	$61,010	$63,725	35	$81,252
6	$55,217	$62,695	$65,459	36	$81,850
7	$56,210	$64,379	$67,193	37	$82,448
8	$57,202	$66,064	$68,928	38	$83,046
9	$58,195	$67,750	$70,663	39	$83,645
10	$59,190	$69,434	$72,398	40	$84,242
11	$60,183	$71,117	$74,133	41	$84,841
12	$61,175	$72,802	$75,868	42	$85,440
13	$62,168	$74,487	$77,603	43	$86,038
14	$63,161	$76,172	$79,337	44	$86,635
15	$64,156	$77,856	$81,072	45	$87,234
16	$65,147	$79,541	$82,807	46	$87,832
17	$66,141	$81,225	$84,543	47	$88,430
18	$67,134	$82,910	$86,276	48	$89,028
19	$68,125	$84,594	$88,012	49	$89,627
20	$69,119	$86,280	$89,747	50	$90,225
21	$70,113	$87,964	$91,482	51	$90,824
22	$71,107	$89,648	$93,216	52	$91,422
23	$72,098	$91,334	$94,950	53	$92,019
24	$73,092	$93,018	$96,687	54	$92,618
25	$74,085	$94,701	$98,421	55	$93,216
26	$75,078	$96,388	$100,156	56	$93,814
27	$76,071	$98,072	$101,891	57	$94,413
28	$77,064	$99,756	$103,625	58	$95,011
29	$77,662	$100,354	$104,224	59	$95,609
MAX - 30	$78,261	$100,953	$104,823	60	$96,208
				MAX - 61	$96,805

APPENDIX B

2023-2026 Extra Curricular Position Salary Schedule

(SCHEDULE B)

Schedule B will be reviewed as needed by the Board of Education and the HEA

STEP 1-	$42,591	**STEP 7-**	$55,368
STEP 2-	$44,721	**STEP 8-**	$57,498
STEP 3-	$46,851	**STEP 9-**	$59,627
STEP 4-	$48,980	**STEP 10-**	$61,757
STEP 5-	$51,109	**STEP 11-**	$63,887
STEP 6-	$53,239		

Coaches Salary Based on % of Extra-Curricular Salary Table. Compensation is based on years of coaching experience and is limited to seven (7) steps.

Baseball	
Head Coach Varsity	**11.0%**
Junior Varsity	**7.75%**
Freshman	**7.0%**
Program Assistant	**7.0%**
Basketball (Boys/Girls)	
Head Coach Varsity	**14.5%**
Junior Varsity	**10.0%**
Freshman	**9.0%**
Program Assistant	**9.0%**
8th Grade (2 Coaches)	**6.5%**
7th Grade (2 Coaches)	**6.5%**
Bowling	
Head Coach	**11.0%**
Cheerleading	
Varsity Sideline	**9.0%**
Junior Varsity Sideline	**6.25%**
JV/Varsity Sideline Assistant	**6.25%**
Varsity Competitive	**11.0%**
Junior Varsity Competitive	**7.75%**
JV/Varsity Competitive Assistant	**7.75%**

Middle School Competitive Cheer	
7th Grade	**6.0%**
8th Grade	**6.0%**
Cross Country (Boys/Girls)	
Varsity Head Coach	**11.0%**
JV/Varsity Assistant (2)	**7.0%**
Middle School (2 Coaches)	**6.0%**
Football	
Head Coach Varsity	**14.5%**
Varsity Assistant (4 Coaches)	**10.0%**
Junior Varsity Head Coach	**8.5%**
Junior Varsity Assistant (2 Coaches)	**8.5%**
Head Coach Freshman	**8.0%**
Freshman Assistant (1)	**8.0%**
Golf	
Head Coach	**11.0%**
Junior Varsity	**7.75%**
Hockey	
Head Coach	**11.0%**
Assistant Coach	**7.75%**
Lacrosse (Girls and Boys)	
Head Coach Varsity	**11.0%**
Junior Varsity	**7.75%**
Soccer (Girls and Boys)	
Head Coach Varsity	**11.0%**
Junior Varsity	**7.75%**
Freshman	**7.0%**
8th Grade	**6.0%**
7th Grade	**6.0%**
Softball	
Head Coach Varsity	**11.0%**
Junior Varsity	**7.75%**
Freshman	**7.0%**
Program Assistant	**7.0%**

Swimming (Girls and Boys)	
Head Coach	**12.5%**
Assistant	**8.0%**
Diving	**8.0%**
Middle School	**6.75%**
Middle School Assistant	**5.75%**
Middle School Diving	**5.75%**
Downhill Ski (Combined)	
Head Coach	**11.0%**
Tennis (Girls and Boys)	
Head Coach	**11.0%**
Junior Varsity	**7.75%**
Middle School (2 Coaches)	**6.0%**
Track (Girls and Boys)	
Head Coach	**11.0%**
Assistant (2 Coaches)	**7.75%**
Middle School (2 Coaches)	**6.0%**
Middle School Assistant (4 Coaches)	**5.0%**
Volleyball (Girls)	
Head Coach Varsity	**14.5%**
Junior Varsity	**10%**
Freshman	**8.0%**
Program Assistant	**8.0%**
8th Grade (2 Coaches)	**6.0%**
7th Grade (2 Coaches)	**6.0%**
Water Polo (Girls and Boys)	
Head Coach Varsity	**11.0%**
Junior Varsity (2 Coaches)	**6.0%**
Wrestling	
Head Coach	**12.5%**
Assistant (2 Coaches)	**8.0%**
Middle School	**6.75%**
Middle School Assistant	**5.75%**

Marching Band Director	
If not offered as a class	**11.5%**
If offered as a class	**9.5%**
Assistant Marching Band Director	
If not offered as a class	**8.5%**
If offered as a class	**6.5%**
All Extramural and Intramural	**$15.04/hour**

If numbers warrant, a team at each middle school will be allocated after discussion with the HEA, Athletic Department, and District leadership.

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

For the following positions, the salary is based on % of Extra-Curricular Salary Table. Compensation is based on years of experience and is limited to eleven steps.

High School Band, Choir, Orchestra Director	**1% per trimester taught**
Middle School Band, Choir, Orchestra Director	**2.5% per annual section taught**
	2.0% per annual section if team taught
Broadcasting	
If not offered as a credit class	**6%**
If offered as a credit class	**2.0%**
Chess Club	**2.0%**
Renaissance Advisors	
Seniors (2)	**3.0%**
Juniors (2)	**4.0%**
Sophomores (2)	**3.0%**
Freshmen (2)	**3.0%**
Close-Up	**2.0%**
Dance Team	
Head Coach Varsity	**4.0%**
Junior Varsity	**3.5%**
Drama Club	**2.0%**
Detention Room Supervisor	**$27.07/hour**
Elementary Fifth Grade Overnight Camp	**0.25% per night**
Elementary Safety Sponsor	**$250.00**
Alternative String Ensemble	**2.0%**

Winter Guard	**5.0%**
Winter Percussion	**5.0%**
High School Student Council Advisor (2)	**8.0%**
Middle School 8th Grade East Coast Trip Sponsors (2 per middle school)	**2.0%**
Middle School Football Club	
Head Coach 8th Grade (2)	**6.0%**
Head Coach 7th Grade (2)	**6.0%**
Middle School Student Council (2)	**4.0%**
Middle School Tennis (2 Coaches)	**6.0%**
M.I.T.E.S	**2.0%**
National Honor Society High School	**8.0% (divided among those serving)**
Pep Band	**2.0%**
Robotics	**10% (divided among the coaches)**
SLIC Advisor (2)	**2.0%**
School Store	
If not offered as a credit class	**6.0%**
If offered as a credit class	**4.0%**
Science Club/Green Team	**2.0%**
Science Olympiad	**12.0% per team, capped at 6% per coach**
Ski Club	
High School	**2.0%**
Middle School	**1.0%**
Summer Science Instructors (2)	**6%**
Theater Directors (High School)	
Musical Director	**10.5%**
Musical Assistant Director	**4.0%**
Drama Director	**6.0%**
Drama Assistant Director	**4.0%**
Theater Directors (Middle School)	
Musical Director	**6.0%**
Play Director	**4.0%**
Music Revue show	
If not offered as a credit class	**6.0%**
If offered as a credit class	**4.0%**

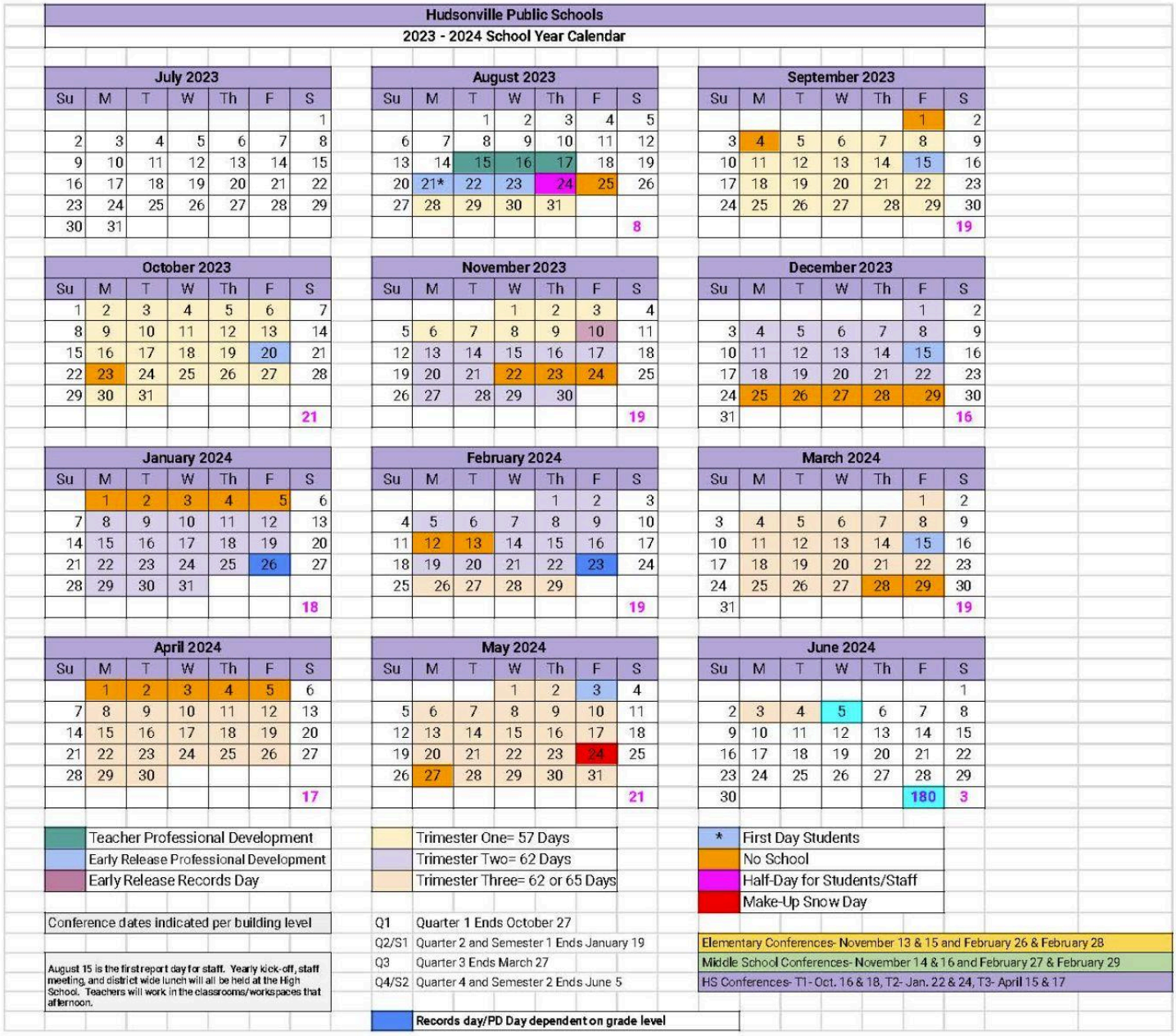
Vantage Point	
If not offered as a class	**6.0%**
If offered as a class	**2.0%**
Boys Club Volleyball	
Varsity Coach	**4%**
JV Coach	**3.5%**
Yearbook	
If not offered as a class	**6.0%**
If offered as a class	**2.0%**
We the People Mentors	**2.0%**
Year 1	**$660**
Year 2	**$495**
Year 3	**$400**

A club director that is wishing to receive Schedule B payment may submit to the Schedule B committee for review if the following has been completed:

- The club must be in existence for a minimum of three (3) years
- Participation of students during those three (3) years must be provided
- The student interest of the club must have grown in participation over the three (3) years or maintained
- All events and activities of the club must be provided
- Yearly submission of rosters and dates of participation must be submitted to the building principal
- All data and requests must be to the Schedule B committee no later than April 30 of the school year

APPENDIX C

2023-2024 School Year Calendar



Hudsonville Public Schools
2023 - 2024 School Year Calendar

July 2023						
Su	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					
						8

August 2023						
Su	M	T	W	Th	F	S
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13	14	15	16	17	18	19
20	21*	22	23	24	25	26
27	28	29	30	31		
						8

September 2023						
Su	M	T	W	Th	F	S
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10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
						19

October 2023						
Su	M	T	W	Th	F	S
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22	23	24	25	26	27	28
29	30	31				
						21

November 2023						
Su	M	T	W	Th	F	S
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19	20	21	22	23	24	25
26	27	28	29	30		
						19

December 2023						
Su	M	T	W	Th	F	S
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10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						16

January 2024						
Su	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			
						18

February 2024						
Su	M	T	W	Th	F	S
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4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		
						19

March 2024						
Su	M	T	W	Th	F	S
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10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						19

April 2024						
Su	M	T	W	Th	F	S
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14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				
						17

May 2024						
Su	M	T	W	Th	F	S
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12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	
						21

June 2024						
Su	M	T	W	Th	F	S
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23	24	25	26	27	28	29
30					180	3

	Teacher Professional Development
	Early Release Professional Development
	Early Release Records Day

	Trimester One= 57 Days
	Trimester Two= 62 Days
	Trimester Three= 62 or 65 Days

*	First Day Students
	No School
	Half-Day for Students/Staff
	Make-Up Snow Day

Conference dates indicated per building level

August 15 is the first report day for staff. Yearly kick-off, staff meeting, and district wide lunch will all be held at the High School. Teachers will work in the classrooms/workspaces that afternoon.

Q1	Quarter 1 Ends October 27
Q2/S1	Quarter 2 and Semester 1 Ends January 19
Q3	Quarter 3 Ends March 27
Q4/S2	Quarter 4 and Semester 2 Ends June 5

Records day/PD Day dependent on grade level

Elementary Conferences- November 13 & 15 and February 26 & February 28

Middle School Conferences- November 14 & 16 and February 27 & February 29

HS Conferences- T1- Oct. 16 & 18, T2- Jan. 22 & 24, T3- April 15 & 17

School Calendar LOA

This LOA serves to provide a condition in which, when mutually agreed upon, the HEA and the administration may meet to discuss modifying the school calendar for years following the 2021-2022 school year.

The calendar has been agreed upon for the school years 2021-2022, 2022-2023, 2023-2024. Teachers will work 183 days, and students will be in session 180 days. However, both parties acknowledge that minor tweaks due to community, pandemic or other unforeseen circumstances may arise. Should both parties agree, the days may be altered, but they will not stray from the 180 student days and 183 staff days.

The calendars for school years 2024-2025 and 2025-2026 will be negotiated during the 2023-2024 school year. These calendars will continue to have 183 teacher days and 180 student days.

APPENDIX E

Ancillary Staff Evaluation Rubrics

HPS School Psychologist Evaluation Rubric				
Domain I – Planning and Preparation				
Element	Ineffective	Minimally Effective	Effective	Highly Effective
D.1.1. Demonstrating knowledge and skill in using various evaluation tools/techniques to evaluate students	Demonstrates little or no knowledge and skill in using various evaluation tools/techniques to evaluate students.	Demonstrates limited knowledge and skill in using various evaluation tools/techniques to evaluate students.	Demonstrates adequate knowledge and skill in using various evaluation tools/techniques to evaluate students.	Demonstrates extensive knowledge and skill in using various evaluation tools/techniques to evaluate students.
D.1.2. Demonstrating knowledge of child and/or adolescent development and psychopathology	Demonstrates little or no knowledge of child and/or adolescent development and psychopathology.	Demonstrates limited knowledge of child and/or adolescent development and psychopathology.	Demonstrates adequate knowledge of child and/or adolescent development and psychopathology.	Demonstrates extensive knowledge of child and/or adolescent development and psychopathology.
D.1.3. Demonstrating knowledge of state and federal regulations	Displays little or no awareness of governmental regulations.	Displays limited awareness of governmental regulations.	Displays adequate awareness of governmental regulations.	Displays extensive awareness of governmental regulations. Is a resource for others to interpret applications of state and federal requirements.
D.1.4. Demonstrating knowledge of resources both within and beyond the school district	Demonstrates little or no knowledge of resources available within school or beyond the school district.	Demonstrates knowledge of resources available within school.	Demonstrates adequate knowledge of resources available within the school and awareness of resources beyond the school district.	Demonstrates extensive knowledge of resources available both within and beyond the school district. Is able to assist others when questions and /or unique needs arise.
D.1.5. Developing annual goals to enhance professional growth within the work setting	Does not develop, nor is willing to contribute to the development of annual goals to enhance professional growth.	Develops annual goals to enhance professional growth but does not evaluate progress.	Develops annual goals to enhance professional growth and evaluates progress.	Develops annual goals to enhance professional growth, evaluates progress and adjusts professional practice accordingly.

APPENDIX E (con't)

Ancillary Staff Evaluation Rubrics

HPS School Psychologist Evaluation Rubric (continued)				
Domain II – The Working Environment				
Element	Ineffective	Minimally Effective	Effective	Highly Effective
D.2.1. Establishing rapport with students	Makes limited/no effort to establish rapport with students during the assessment process.	Demonstrates minimal effort to establish rapport with the student being tested prior to the assessment being administered.	Psychologist interactions with students are positive and respectful. Demonstrates adequate effort to establish rapport with student.	Works to develop rapport with students outside of the assessment setting. Demonstrates extensive effort to establish rapport with students.
D.2.2. Encouraging the use of established procedures for problem solving teams, evaluations, and referrals	Is not aware of or does not follow established procedures for problem solving teams, evaluations and referrals.	Demonstrates limited knowledge of procedures for problem solving teams, evaluations and referrals.	Demonstrates adequate knowledge of procedures for problem solving teams, evaluations and referrals, and encourages the implementation of those procedures.	Demonstrates leadership in the use of correct procedures . Takes an active leadership role in using the procedures accurately.
D.2.3. Organizing available physical space for testing of students and storage of materials	Is not aware of or does not follow established procedures for problem solving teams, evaluations and referrals.	Demonstrates limited knowledge of procedures for problem solving teams, evaluations and referrals.	Demonstrates adequate knowledge of procedures for problem solving teams, evaluations and referrals, and encourages the implementation of those procedures.	Demonstrates leadership in the use of correct procedures . Takes an active leadership role in using the procedures accurately.

APPENDIX E (con't)

Ancillary Staff Evaluation Rubrics

HPS School Psychologist Evaluation Rubric (continued)				
Domain III – Delivery of Service				
Element	Ineffective	Minimally Effective	Effective	Highly Effective
D.3.1. Consulting with staff/families in response to requests for consultation and/or referral	Fails to consult with colleagues or families when a need is present.	Consults with colleagues or families on a sporadic basis.	Consults with colleagues and families adequately when a need is present.	Consults with colleagues and families when a need is present and engages in follow- up.
D.3.2. Evaluating student needs in compliance with Michigan rules/regulations and making use of best practices	Selects inappropriate instruments, is inaccurate in the evaluation or does not follow state and/or federal regulations.	Attempts to conduct a sound evaluation, but does not always follow state and/or federal regulations.	Conducts and accurate and sound evaluation, adheres to MI rules/regulations and makes use of best practices.	Conducts accurate and sound evaluations, adheres to MI rules/regulations, makes use of best practices and gives recommendations beyond the area of eligibility or suggestions for follow-up.
D.3.3. Active participation in multidisciplinary evaluation team meetings	Does not actively participate in multidisciplinary evaluation team meetings.	Limited participation in multidisciplinary evaluation teams. Makes limited contributions to professional conversations.	Actively participates in multidisciplinary evaluation teams and assumes leadership of team when necessary.	Actively participates in multidisciplinary evaluation teams. Assumes leadership of the team and takes initiative in assembling materials needed for the meeting when case manager.
D.3.4. Participation in planning interventions to maximize student's likelihood of success	Does not contribute to the planning of interventions.	Makes limited contribution to planning interventions.	Makes adequate contribution to planning interventions and consults on appropriate progress monitoring practices.	Makes extensive contribution to planning interventions, finding ways to creatively meet student needs. Consults on appropriate progress monitoring practices and assists in the planning of the trajectory/aim-line for evaluating improvement.
D.3.5. Initiating contact with physicians and community mental health service providers as needed	Fails to initiate contact with physicians and/or community mental health service providers as needed.	Inconsistently initiates contact with physicians and community mental health service providers as needed.	Initiates contact with physicians and community mental health service providers as needed.	Actively pursues contact with physicians and community mental health service providers, making multiple attempts when necessary.

APPENDIX E (con't)

Ancillary Staff Evaluation Rubrics

HPS School Psychologist Evaluation Rubric (continued)				
Domain IV – Professional Responsibilities				
Element	Ineffective	Minimally Effective	Effective	Highly Effective
D.4.1. Reflecting on practice	Does not reflect on practice or the reflections are inaccurate.	Reflections on practice are moderately accurate and objective without citing specific examples, and with vague suggestions as to how practice might be improved.	Reflections on practice are accurate and objective, citing specific strengths and areas to target for improvement of professional practice.	Reflections are highly accurate and perceptive, citing specific strengths and area to target for improvement of professional practice. Seeks input and constructive feedback from others.
D.4.2. Communicating with families	Is not sensitive to cultural issues. Does not recommend an interpreter for non-English speaking families. Does not attend meetings with parents. Does not make attempts to check for understanding of information shared.	Demonstrates limited sensitivity to cultural issues. Makes minimal attempts to check for understanding of shared evaluation information.	Demonstrates adequate sensitivity to cultural issues. Adequately checks for understanding of shared evaluation information.	Demonstrates extensive sensitivity to cultural issues. Continually monitors understanding of shared evaluation information. Is sensitive to nonverbal cues indicating distresses or confusion and adjusts presentation of information accordingly.
D.4.3. Maintaining accurate records	Does not complete appropriate paperwork.	Makes minimal efforts complete appropriate paperwork. May be difficult to read, poorly organized, or incomplete.	Completes appropriate paperwork, any handwriting is legible and forms are in good condition.	Completes appropriate paperwork, which has been proofread and edited for errors, is in good condition and legible.
D.4.4. Maintaining accurate timelines	Does not complete work within legal timelines.	Makes minimal efforts to complete work within legal timelines.	Completes work within legal timelines.	Completes work ahead of schedule and assists the remainder of the team in meeting timelines.

APPENDIX E (con't)

Ancillary Staff Evaluation Rubrics

HPS School Social Worker Evaluation Rubric				
Domain I – Service Delivery				
Element	Ineffective	Minimally Effective	Effective	Highly Effective
D.1.1. Consultation	Does not consult or advocate for students with administrators, teachers, and support personnel.	Sometimes consults and advocates for students with administrators, teachers, and support personnel.	Consults and advocates for students with administrators, teachers, and support personnel.	Proactively and effectively consults and is an advocate for the needs of the student with administrators, teachers, and support personnel. Is a resource in area of expertise.
D.1.2. Incorporates IEP goals	Is not aware of entire IEP and goals do not reflect or support the disability.	Is aware of parts IEP and has weakness in connecting the disability with written goals.	Is aware of discipline relevant parts of the IEP and incorporates skills from other disciplines when required.	Is highly aware of entire IEP and incorporates skills from other disciplines when required.
D.1.3. Licensure/Certification	No longer holds necessary license/certification.	Does not attend necessary professional development to ameliorate professional deficiencies.	Holds the necessary and current license/certification. Completes necessary professional development in order to maintain licensure/certification.	Holds the necessary and current license/certification. Has taken more than the required amount of professional development courses. Has the capacity to lead district level professional development.
D.1.4. Use of Resources	Unaware of resources available through the school district, or community for teaching and learning.	Inconsistent use of resources available through the school district, or community for teaching and learning.	Utilizes resources that are available through school, the district or community for teaching and learning.	Seeks out and integrates resources available through the school, district and other organizations for teaching and learning.

APPENDIX E (con't)

Ancillary Staff Evaluation Rubrics

HPS School Social Worker Evaluation Rubric				
Domain II – Student Engagement				
Element	Ineffective	Minimally Effective	Effective	Highly Effective
D.2.1. Flexibility and Feedback	Does not check for understanding. Does not provide adequate feedback.	Inconsistently checks for understanding during instruction and give minimum feedback.	Frequently checks for understanding and gives students feedback as needed.	Uses a variety of effective methods to check for student understanding and instruction is adjusted as needed.
D.2.2. Assessment of Student Behavior	Does not conduct functional behavior assessment or make changes based on data.	Conducts some functional behavior assessment but makes few changes based on data.	Conducts functional behavior assessment and positive behavior support plan. Makes changes based on data.	Conducts appropriate, accurate, high quality, functional behavior assessment as part of a positive behavior support plan and makes changes based on data.
D.2.3. Interaction with Students	Does not have appropriate interactions with students. Professional does not encourage the respect of students.	Interactions with students are generally appropriate, but may reflect occasional inconsistencies, favoritism, or disregard the diverse cultures of their students. Professional minimally encourages the respect of students.	Interactions are friendly and demonstrate general warmth, caring, and respect. Interactions are appropriate to developmental and cultural norms. Professional encourages the respect of students.	Interactions demonstrate genuine caring and respect for individual students. Successfully accommodates the questions or interests of the students. Students exhibit respect for professional as an individual.

APPENDIX E (con't)

Ancillary Staff Evaluation Rubrics

HPS School Social Worker Evaluation Rubric				
Domain III – Professional Responsibilities				
Element	Ineffective	Minimally Effective	Effective	Highly Effective
D.3.1. Service to Students	Dishonors students in the schools, fails to advocate for students.	Attempts to serve students inconsistently. Is limited in her/his capacity to meet the needs of their students.	Is active in serving students. Works within a team to ensure that students receive a fair opportunity to succeed.	Is highly proactive in serving students. Makes effort to ensure that students are honored in the school. Takes a leadership role in decision-making.
D.3.2. Service to Profession	Does not participate in professional activities.	Participates in mandatory professional activities provided by the district.	Seeks out professional development opportunities within the community (grant writing, conferences, etc..)	Makes attempts to engage in community learning and service opportunities to represent the district and profession.
D.3.3. Maintains Confidentiality	Does not maintain privacy and/or confidentiality.	Understands privacy and confidentiality but does not demonstrate consistently.	Demonstrates the ability to determine when, where, and with whom it is legal and appropriate to share information.	Promotes and shares with others how to maintain privacy and confidentiality.

APPENDIX E (con't)

Ancillary Staff Evaluation Rubrics

HPS School Social Worker Evaluation Rubric				
Domain IV – Professional Standards				
Element	Ineffective	Minimally Effective	Effective	Highly Effective
D.4.1. Evaluation	Time frames are not met. Information does not meet minimum criteria. Evaluation tools are not utilized appropriately.	Time frames are met in a portion of the cases. Information meets minimum criteria for indicating eligibility. Evaluation tools used are appropriate but limited.	Time requirements are met in all cases. Report shows good understanding of the child comprehensive record review or case history. Evaluation tools are appropriate and varied.	Consistently meets time frames related to the evaluation process. Records are accurate, complete and up to date. Thoroughly gathers information from records, parents and school staff to determine and understand the needs of her/his students. A variety of assessment techniques and evaluation tools are used.
D.4.2. Interpersonal	Unapproachable. Does not share information. Dismissive of the opinions of others.	Respectful but difficulty establishing rapport and working relationships	Establishes good rapport/working relationship with staff. Able to share information at different levels. Able to facilitate meetings.	Ability to diffuse a difficult situation. Willing to take leadership/facilitate meetings often. Establishes rapport even in difficult situations.
D.4.3. Ethics	Demonstrates a pattern of poor decision- making engages in unethical behavior.	Underdeveloped knowledge of NASW Code of Ethics.	Adheres to the NASW Code of Ethics.	Maintains high expectations and skilled application of ethical decision making according to the NASW Code of Ethics.
D.4.4. Reports	Reports are inaccurate or not appropriate to the audience, not timely or explained well to parents.	Reports are accurate but lacking clarity, not always appropriate to the audience and not explained well to parents.	Reports are accurate and include educationally relevant information. They are timely and explained well to parents.	Oral and written reports are accurate and clear, presented in advance, include educationally relevant information, and are tailored for the audience.
D.4.5. Evidence-based Assessment	Does not implement evidence-based or best practices for assessment and /or interventions with students.	Attempts to implement evidence based best practices for assessment and/or interventions with students are not always successful.	Utilizes evidence based rating scales for assessment.	Consistently takes initiative to implement evidence based or best practices for assessment and/or interventions with students.

APPENDIX E (con't)

Ancillary Staff Evaluation Rubrics

HPS School Social Worker Evaluation Rubric				
Domain V – Planning and Preparation				
Element	Ineffective	Minimally Effective	Effective	Highly Effective
D.5.1. Knowledge of the Age Appropriate Levels of Development and Skills of Her/His Students	Does not display general knowledge of developmental characteristics.	Displays general knowledge of developmental characteristics but does not use consistently.	Displays understanding of typical developmental characteristics of groups of students, as well as, exceptions to general patterns.	Displays and uses extensive knowledge of typical developmental characteristics as they pertain to each student.
D.5.2. Knowledge of the Interests, Cultural and Varied Approaches to Learning of Her/His Students	Does not display general understanding of student interests or cultural heritage. Does not demonstrate basic knowledge of different approaches to learning.	Displays general understanding of student interests or cultural heritage. Demonstrates basic knowledge of different approaches to learning.	Displays knowledge of interests and cultural heritage. Demonstrates understanding of different approaches to learning.	Displays thorough knowledge of interests and cultural heritage of each student. Uses, where appropriate, knowledge of students; varied approaches to learning in instructional planning.

Appendix E.1.

Hudsonville Public Schools

Plan of Assistance for Ancillary Positions

Employee's Name: _____ Building: _____

Assignment: _____ Date: _____

Evaluator's Name: _____

Statement of Area(s) Needing Improvement

States performance concerns which have been identified by the evaluator as being unsatisfactory and in need of improvement.

Program to Be Developed

- Restate each deficiency.
- Delineate specific recommendations for improvement in measurable, observable terms to be pursued by the employee.
- Develop a timeline to implement the recommendations.
- State the assistance to be provided (i.e., materials, resources, and/or consultant services).

Monitoring System

- Explain how progress on the plan is going to be measured.
- Detail any time lines to be met. Includes when, in the evaluator's judgment, the plan will be considered completed.

Letter of Understanding School Improvements

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

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

Letter of Understanding RE: Misc. Matters

1. It is understood that attendance and/or participation by Teacher in events (such as overnight camps, elementary Christmas programs, etc.) scheduled outside of the regular school hours is voluntary.

2. Should the District implement a middle school schedule that does not include teacher team planning time of at least thirty-five (35) minutes per day in addition to the contractual individual planning time, the District agrees Teacher in middle school buildings shall have no obligation to provide any teaming activities traditionally provided under the team teaching concept.

Letter of Agreement

Expectations for Team Planning Time

If the Board continues to require team planning time, core Teacher will be given a specified team planning time daily (35 minutes). It is the responsibility of the team to use the team planning time to develop a plan that incorporates the following expectations into their team time agendas.

The team will:

1. Develop interdisciplinary units (curriculum on the wall - updates) that include reading and writing in the content areas.

2. Maintain a daily log and agenda of the team meeting content. Include notes of: discussions regarding curriculum, schedules, student needs and expectations, etc.

3. Inform the administration of the team meeting location.

4. Provide the administration a summary of weekly plans, schedule of events, etc. (method still to be determined)

5. Write and submit a monthly paragraph of block activity for the newsletter.

6. Make contact with each student's parent, or guardian, at least one time per semester. This contact can be in the form of a personal note or phone call. If parent meetings are necessary they may be scheduled during this team planning time.
7. Plan strategies that prepare students for success on assessment test (such as our District's unit outcomes and the MEAP).

8. Meet with the building administrator periodically to provide an update of team activity and student progress.

9. Designate a team leader.

10. Plan Flex/Seminar class activities.

11. Plan team award and student recognition activities.

12. Process BAT referrals.

13. Discuss and plan the use of "at-risk aides" and student accommodation.

Letter of Agreement between the
Hudsonville Board of Education and the Hudsonville Education Association, MEA/NEA

This Letter of Agreement is for the 2024-2025 school year. Both parties agree to revisit this letter in the spring of 2025, with an opportunity to extend for subsequent years.

The District and the HEA agree to a merit pay system for the upcoming school year. The term "certified teachers" in this document is the same as "teachers" defined in the HEA Master Agreement. The purpose of a Merit Pay system is to align the performance based compensation component with the expectations and performance indicators set forth in the evaluation tool (5D+™ Rubric for Instructional and Teacher Evaluation v.3.) The Merit Pay system is designed to reward and compensate employees who contribute to the District's success and to focus the efforts of each employee on the continued success of our students in correlation to their performance on the 5D+ teacher evaluation tool.

All determinations and interpretations of the HEA & the district shall be final and binding.

Payment will be made at the end of the school year, in the last paycheck of June.

Merit Pay Eligibility:

- Any teacher that is rated Effective within the teacher evaluation system will be eligible for Merit Pay.
- Any teacher that is on a plan of assistance will <u>not</u> be eligible for Merit Pay.
- Any teacher that receives a disciplinary action letter in their file during the school year will not be eligible for Merit Pay.
- Any teacher that is not approved for a leave of absence at any point in the year will not be eligible for Merit Pay.
    - FMLA leave will not be counted as a "leave of absence"
- Any teacher that has an unapproved unpaid absence during the school year will not be eligible for Merit Pay.
    - FMLA leave will not be counted as "unpaid absence"

Compensation:

Each school year the Superintendent will recommend a merit pay amount to the Board of Education. Merit based pay may be increased or decreased based on an agreement between the Superintendent and the HEA. Compensation will be $250