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AGREEMENT

This Agreement entered into this \_\_\_\_\_, by and between the Board of Education of Harbor Beach Community School District, Harbor Beach, Michigan, hereinafter called the "Board" and the Harbor Beach Education Association as represented by the Tri-County Bargaining Association, MEA/NEA, hereinafter called the "Association". This Agreement sets forth the hours, wages, and conditions of employment to be observed between the parties of the Harbor Beach Community School District.

**ARTICLE I - RECOGNITION**

- A. The Board hereby recognizes the Association as the exclusive bargaining representative, for the purpose of collective bargaining with respect to wages, hours and conditions of employment, as defined in Section II of Act 379, Public Acts of 1965, for all professional personnel employed by the Harbor Beach Community School District including classroom teachers, long term substitute teachers, guidance counselors, and school librarians, but excluding all supervisory and executive personnel (as defined by PERA), and all non-certified personnel.
- B. The term "teacher" when used hereinafter in this Agreement shall refer to all employees represented by the Association in the bargaining unit as above defined.
- C. There shall be no discrimination, intimidation, interference, restraint, coercion by or on behalf of the Board or by or on behalf of the Association regarding any teacher. The provisions of this Agreement shall be applied to all employees covered by this Agreement without discrimination as to race, color, religion, sex, age, marital status, disability or national origin. Reference to gender in this Agreement shall mean male or female. The Board and the Association will jointly comply with applicable statutes regarding non-discrimination in employment matters.

**ARTICLE II - MEMBERSHIP FEES, PAYROLL DEDUCTION, AND FAIR SHARE AGREEMENT**

The parties agree that it shall be a condition of employment for all teachers employed in the Harbor Beach School District to either:

- A. Sign and deliver to the Board an assignment authorizing deduction of membership dues of the Association and its affiliates, or pay such dues in one lump sum payment by October 1 of each year, or,
- B. Cause to be paid a non-member representation fee as established by the Association in one lump sum by October 1 of each year, or by authorized payroll deduction as provided to members of the Association.
- C. The procedure in cases of non-compliance with the above provision shall be as follows:
1. The Association shall notify the bargaining unit member of non-compliance by certified mail, with return receipt requested, explaining that he/she is delinquent in tendering the service fee, specifying the current amount of the delinquency, and warning him/her that unless the delinquent service fees are paid or a properly executed deduction form is tendered within fourteen days, he/she shall be reported to the School and a deduction of the service fee shall be made from his/her salary pursuant to Act 390 of the Public Acts of 1978.
  2. If the bargaining unit member fails to comply, the Association shall give a copy of the letter sent to the delinquent bargaining unit member and the following written notice to the School at the end of the fourteen-day period:

"The Association certifies that \_\_\_\_\_ name \_\_\_\_\_ has failed to tender the periodic service fee required as a condition of employment under the current collective bargaining agreement and demands that, under the terms of the Master Agreement, the School deduct the delinquent service fees from the collective bargaining unit member's salary. The Association certifies that the amount of the service fee includes only local, regional, state, and national dues as authorized by law."
  3. The School, upon receipt of said notice and request for deduction, shall act pursuant to the above. In the event of compliance at any time prior to deduction, the request for deduction will be withdrawn. The Association, in enforcing this provision, agrees not to discriminate between bargaining unit members. No employee will be terminated during the pendency of any appeal relative to the level of service fees. To the extent permitted by law, the District will continue to deduct

- from the above employee's wages, the representative fee, while employed by the District,
- D. With respect to all sums deducted by the Board pursuant to this Article, the Board agrees promptly to disburse said sums directly to the Association.
- E. The Association agrees to reimburse any teacher for the amount of any dues deducted by the Board and paid to the Association when such deduction is in excess of the proper amount.
- F. The Association agrees to indemnify and save the Board, including each individual Board member, harmless against any and all claims, demands, costs, suits or other forms of liability including back pay and court or administrative agency costs that may arise out of or by reason of action taken by the Board for the purpose of complying with this Article of the Master Agreement. At no time will the District incur any cost in defending litigation arising out of Article II (Membership Fees, Payroll Deductions, and Fair Share Agreements).
1. The Association has the right to choose the legal counsel to defend any such suit or action, after consultation with the Board.
  2. The Association, in defense of any such suit, after consultation with the Board, has the right to decide whether to defend any said action or whether or not to appeal the decision of any court or other tribunal regarding the validity of this Article.
  3. The Association, in defense of any such suit, shall have the right to compromise or settle any monetary claim made against the Board, or its individual members, after consultation with the Board.

### ARTICLE III - BOARD RIGHTS

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

1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees specifically related to the job.
  2. To hire all employees and, subject to the provisions of law, determine their qualifications, and the conditions for their continued employment, or their dismissal or demotion; to promote, 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 the course of study and the selection of textbooks. The Board welcomes input from professional educators relative to curriculum and textbook selection. All textbooks receiving final Board approval will be evaluated by appropriate professional staff. The staff will make a recommendation following a review process to the Superintendent.
  5. To determine class schedules, and the duties, responsibilities, and assignments of teachers with respect thereto.
- B. The exercise of the foregoing powers, right, 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.
- C. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Michigan General School Laws or any other national, state, county, district, or local laws or regulations as they pertain to education.
- D. The Board wishes to work with its professional staff in a spirit of cooperation for the benefit of student achievement and will consult with said staff on matters relative to curriculum, schedules and teaching assignments.

#### ARTICLE IV - TEACHER RIGHTS

- A. The Association and its members shall have the right to use the school building facilities for Association meetings. Scheduling of such meetings will be made through the Superintendent's office at the beginning of the school year; arrangements for any special meetings or changes in regular meetings will be made in writing at least 48 hours in advance. The Association agrees that neither it nor any of its officers or members will engage in any Association meetings during normal teaching hours. Bulletin boards and other established media of communication shall be made available to the Association and its members.
- B. The Board agrees to make available in response to written requests information concerning the financial resources of the district. The Board shall have no responsibility to research or compile any information not on a currently maintained form for the Association. Pertinent available information which may be necessary for the Association to process specific grievances or complaints will be provided upon written request. Agendas, including minutes of Board meetings will be delivered to the President of the Association at the same time they are delivered to members of the Board. A mutually agreeable process for delivery of the minutes to the President of the Association will be worked out with the Superintendent.
- C. Nothing contained herein shall be construed to deny or restrict to any teacher rights he/she may have under the Michigan General School Laws.
- D. A teacher shall at all times be entitled to have present a representative of the Association prior to being disciplined for any infraction of discipline or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the teacher until such a representative of the Association is present.
- E. No teacher shall be disciplined (including warnings, reprimands, suspensions, reductions in rank, discharges, or other actions of a disciplinary nature) without just cause.
- F. No material will be placed in his/her personnel file unless the teacher has had an opportunity to review and sign the material. Such signature shall be understood to indicate his/her awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material.

- G. Duly authorized representatives of the Association shall be permitted to transact official Association business on school property, provided such representatives who are not employees of the Harbor Beach Schools shall comply with building access procedures established for the public. The transaction of such business by Association representatives, whether employees of the district or not, shall not interrupt or interfere with normal school operations.

#### **ARTICLE V - TEACHERS EMPLOYMENT AND DUTIES**

- A. Each teacher agrees to perform the duties assigned to the teacher by law and to carry out the educational program and policies of the Board. The teacher is subject to assignment and transfer at the discretion of the Superintendent of Schools, except as limited by the terms of this agreement. Temporary assignments of teachers may be made by the building principal in cases of unforeseen emergencies provided that such assignments are necessary.
- B. Written notices of all vacancies in the bargaining unit will be posted in the office of the Superintendent, Elementary, Middle School and High School offices, and a copy forwarded to the Association president. A teacher may apply for any vacancy in the bargaining unit at any time. Such application must be in writing, addressed to the Superintendent of Schools. Applications will be considered should such vacancy occur, either during the school year or during the summer. The vacancy shall be filled by a highly qualified applicant in accordance with the provisions of No Child Left Behind with the greatest seniority in the bargaining unit. If there is no highly qualified applicant within the bargaining unit the Board may hire from outside the unit. Vacancies which occur after August 15 may be filled without posting. Should these positions exist for the following year, they will be declared vacant and posted. The Administration will notify the Association President in writing of such vacancies and who is assigned. The decision of the Board as to the filling of such vacancies shall be final.
- C. Requests by a teacher for transfer to a different class, building, or position shall be made in writing, on forms furnished by the Board, one copy of which shall be filed with the superintendent and one copy with the Association. The Application shall set forth the reasons for transfer, the school, grade or position sought and the applicant's academic qualifications.
- D. Teachers who will be affected by a change in grade assignments in the elementary school and by changes in subject assignment in the secondary school grades will be consulted by their principal as soon as

practicable and will be given preliminary notification of their assignments by June 30<sup>th</sup>. After consideration of necessary summer staff changes, teachers will be given final assignments by July 31<sup>st</sup>. Changes thereafter will be made only in cases of emergency. Resignation of a teacher, unexpected change in enrollment and defeat of a millage are examples of emergencies. The Association will be notified of all such changes. Such changes will be voluntary to the extent possible. The most senior staff will be consulted first in these circumstances and will have first opportunity to fill these openings providing they meet the highly qualified criteria as defined in No child Left Behind. Every effort will be made to avoid reassigning probationary teachers to different assignments unless the teacher requests such changes.

- E. Bargaining unit members will be notified by mail of any vacancies that occur during the summer vacation, provided the member has notified the building principal, in writing, by indicating his/her interest on the District provided form at the end of the school year.
- F. Should the State of Michigan's definition of highly qualified change, it is understood those same changes shall be reflected in this Agreement. Should No Child Left Behind be rescinded, the practices relating to qualified and certified teachers shall revert to the 2003-2005 Master Agreement.
- G. Bargaining unit members will not be assigned a student teacher without their approval.

## ARTICLE VI - TEACHING HOURS

- A. The yearly instructional hours shall be in compliance with the most recent State of Michigan hourly instructional requirement. If the hourly requirement is achievable in fewer than 180 days and in compliance with the state of Michigan requirements, there shall be no restoration of number of days to equal 180. The teacher's normal teaching hours in the elementary and secondary schools shall be as follows:
  - 1. Instructional day at the elementary begins at 8:00. Students may enter the building at 7:55 a.m. Teachers will be at their assigned place of duty not later than 7:55 a.m. and in the building no later than 7:50 a.m. Teachers shall leave school no earlier than 3:10 p.m.



2. The instructional day for the middle school and high school begins at approximately 8:00 a.m. High school and Middle School teachers shall leave school no earlier than 3:10 p.m.
  3. Should these hours not be consistent with the schedule of a majority of other Huron County schools, the Board shall set hours to be consistent with a majority of said districts. Teachers shall be required to be at their teaching stations ten (10) minutes prior to the start of school and shall remain at their teaching stations ten (10) minutes after the final class period of the day.
  4. In the event that the State mandated hours of instruction change during the time frame of this Agreement, it is mutually understood that:

Teachers are to be at their duty post at least ten (10) minutes prior to the start of school and at least ten (10) minutes after the completion of the student day.

These hours are established so we can meet the requirements of the State with a minimum of twenty (20) hours cushion built into the schedule.
  5. Faculty members are required to attend regularly scheduled faculty meetings each month. These meetings may consist of two (2) meetings not to exceed 45 minutes each beyond the teacher dismissal time.
  6. Building administrators will provide agendas for regularly scheduled staff meetings to the staff at least 24 hours prior to the meeting. (Agendas are subject to change when necessary.)
  7. Teachers may have their workday adjusted by the Principal (within the limits dictated by the prescribed Student Day) upon a teacher's request for the purpose of accommodating regularly reoccurring activities such as college classes or community service. The total teacher workday shall be as prescribed by the limits set forth in subsections 1 and 2 above. If any dispute as to the granting of said adjustment exists, the Superintendent shall make the final determination as to the granting of the request.
- B. All teachers shall be entitled to a duty-free uninterrupted lunch period of at least 30 minutes.
- C. When classes are cancelled in an individual school, teachers may be used as substitutes, carry out observation visits or participate in in-

service activities. There shall be 180 days of student instruction and 185 teacher days. Should Act of God days cause a loss of student instruction hours to a point where the hours must be made up as per the School Code, the instructional hours will be made up with the following understanding:

1. The parties agree to meet in an effort to mutually agree on when any make up days should occur. In the event they are unable to agree, the days will be added on to the end of the calendar.
2. Should a day be rescheduled and insufficient students attend to count it as a day of instruction, teachers will not be obligated to attend a subsequent rescheduling of the day without being paid at their daily rate.
3. It is understood and agreed that in the event that the rescheduling of the days at the end of the school year interferes with a teacher's scheduled return to upgrade his/her skills, the teacher may use his/her personal/sick leave or at his/her discretion apply for unpaid leave time to cover any lost time.
4. Should the provisions of the state law be rescinded, the above provisions shall be considered null and void and the provisions and practices in existence prior to this agreement shall be reinstated to the extent permitted by law.

#### **ARTICLE VII - TEACHING LOADS AND ASSIGNMENTS**

- A. All middle school instructors will be granted one (1) preparation period equal to the normal instructional period. When the middle school concept of teaming is in place, those staff members involved in the instructional teams will be granted a teaming period equal to the length of a normal instructional period. (If no middle school concept is in place the middle school staff will have the same schedule as the high school: one preparation period in the course of a seven period day.)
- B. Elementary instructors will be granted a minimum of 150 minutes of blocked preparation time during a five-day week. This time will occur during the normal student instructional day. This time will be broken down into five (5) thirty (30) minute segments per week. Any elementary instructor not receiving preparation time during the morning or afternoon schedule may request a designated administrator to relieve them from their duties for a period of time needed to use the restroom facilities. This time is not to be included in their preparation

time. In addition, elementary instructors will be granted a minimum of seven (7) half-day planning sessions per year to plan as grade area teams.

- C. Fifth (5<sup>th</sup>) and sixth (6<sup>th</sup>) grade teachers will be notified at the beginning of each school year as to their status of middle school or elementary instructor. They will then have the rights and privileges provided in this contract for that classification for the current school year.
- D. All high school instructors will be granted one (1) preparation period per day equal to the normal instructional period. (This is based on a seven period day.)
- E. Preparation time will be honored according to a normal school day. In the event of a shortened instructional day, preparation time may be eliminated for that day due to the structure of the day. Deviations of conditions in sections A, B, C, or D above shall be processed through the normal grievance negotiation procedure hereinafter set forth.
- F. Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not be assigned outside the scope of their teaching certificates or their major or minor field of study, except temporarily for a maximum time of one semester, for good cause, nor without the teacher's voluntary written consent.
- G. All class activities and assemblies during the school day shall be part of the teachers' responsibility.
- H. Teachers are expected to help supervise during the students' day except during duty free time which would include lunch break, recess and preparation time.
- I. It is understood and agreed that criminal background checks are required by sections 1230 and 1230A of the Revised School Code. However, such requirements are the responsibility of the school district and costs or fees that are associated with providing both the background check and fingerprints on any bargaining unit member shall be borne by the school district. The employee agrees to make him or herself available for the processing of fingerprinting or any other such responsibility that is part of complying with school law at a mutually agreed upon date and time. Any time away from school associated with complying with this provision shall not be charged against the employee's contractual leave time.

**ARTICLE VIII - TEACHING CONDITIONS**

A. Because the pupil-teacher ratio is an important aspect of an effective educational program, the Board agrees that it will make a reasonable effort to stay within the maximum class sizes set forth; subject to the availability of facilities and financial resources.

1. ELEMENTARY

Kindergarten and 1st grade .....	20 pupils
2nd and 3 <sup>rd</sup> grade.....	25 pupils
4 <sup>th</sup> through 6 <sup>th</sup> grade.....	28 pupils
Split Classes.....	25 pupils

\*Pupils within split classrooms must consist of consecutive grades. Teachers assigned to these classrooms will receive an additional thirty (30) minute preparation period per week.

Special Education class limits are determined by State Law.

2. SECONDARY

English, Social Studies, General Education,	
Mathematics, Science, Language, Business.....	28 pupils
Typing, Drafting.....	30 pupils
Industrial Arts, Homemaking.....	20 pupils
Art, Health Education.....	25 pupils
Physical Education.....	40 pupils
Music.....	35 pupils
Band.....	1200 pupils/week

B. When assigning special needs students (those with 504 plans) to regular classrooms, the Board will exercise special consideration and attempt, where possible, to equally distribute such students among the affected classrooms. Where special education students (those with IEP's) are mainstreamed into the regular classroom, the number of mainstreamed students shall be evenly distributed among the regular classrooms. Exceptions to this restriction may be made on an individual basis.

C. As soon as possible, but no later than the third Monday in September and the beginning of the second semester in January, any class size exceeding the maximums specified above shall be brought to the attention of the association. At this time, the District, after consultation with the affected teacher and the Association, will implement one or a combination of the following alternatives:

1. Hiring additional teachers;

2. Creation of a combined grade classroom;
  3. Additional prep blocks per week
  4. Full time trained paraprofessional to work with students;
  5. Increased supply budget
  6. Extra (compensated) work days for planning, grading, etc.;
  7. Substitutes for the classroom so that the extra Parent-Teacher conference time can be made available;
  8. Any other solution that is mutually agreeable to the District, the affected teacher, and the Association.
- D. Combination classes in the Middle or High School will consist of only related courses and will be offered only with the permission of the instructor involved. Related courses shall be defined as those using the same lesson plan with more detailed work required of advanced students.
- E. Teachers will not be required to handle safety patrol duty or bus duty. Duplicating of teaching materials will be encouraged to be completed by the instructor, but in emergencies the office staff will assist. Copy machines will be placed in a secured area allowing teachers to have after-hour access.
- F. The Board and the Association will contribute equally to a fund which will be used to purchase teacher reference material. This material will be available to all members of the staff and will be located in a special section of the Instructional Learning Center in each building. No later than December 1 of each school year, the parties shall each contribute at least twenty-five dollars (\$25.00) to the fund to be used for materials upon which the parties have mutually agreed. If the parties do not expend all of the available monies contributed to the fund by the end of the school year, the remaining balance shall be carried forward for use in the subsequent school year.
- G. The Board shall provide:
1. A separate desk for each teacher and lockable storage space.
  2. Suitable closet space for each teacher to store coats, overshoes and personal articles.
  3. At the beginning of each school year one laboratory coat will be issued to each teacher of shop and laboratory science. These coats will be maintained by the teacher to whom issued and at the end of the year they are to be returned to the office of the principal.
- H. Whenever, according to school programs, teachers take students off

campus, the Board shall make provisions to assist teachers with enforcing school policy including the availability of cell phones.

#### ARTICLE IX - PAID LEAVE

- A. All full time employees shall receive ten days of sick leave per year. Unused days each year shall be accumulative to one hundred (100) days. In case of the return to duty of a teacher who has been absent for more than ten (10) days due to an extended illness, he must present a statement from his physician if requested. When abuse of sick leave is suspected, based on reliable information, a medical statement or certification may be required of a teacher at the discretion of the Superintendent. The teacher has the right to request and receive from whom the information was obtained. Once information is verified, the teacher will be put on notice for the remainder of the school year and any further occurrences during the school year may be questioned and may result in disciplinary action.

An advanced credit of leave days shall be granted each teacher each year at the above rate. In the event a teacher leaves the school system during the school year and has used unearned advanced leave credit, a proportionate deduction, equal to the teacher's daily pay rate times the number of such days, shall be made from the teacher's final pay.

- B. Leaves of absence with pay chargeable against the teacher's accumulated sick pay allowance shall be granted for the following reasons:
1. Sick leave will apply to a sickness of the individual teacher. It will also apply to his immediate family. Immediate family is defined as: fathers, mothers, husbands, wives, sisters, brothers, individual's children, and grandchildren, father-in-law, mother-in-law, son-in-law, daughter-in-law and persons who stand in stead of the immediate family.
  2. An employee who has accumulated the maximum 100 days in their individual sick bank shall be compensated at a rate of \$55.00 for any days granted in that current year, but not used. The payment for said days will be made no later than June 30 of a given year (i.e. When the employee has reached a maximum of 100 sick days there shall be no additional accumulation. Days that are unused in that year are the days that will be paid at the rate of \$55.00. There shall be no carryover and all payments shall be made to the employee by June 30<sup>th</sup> of the year in which the sick days were earned and unused.)

- C. Leaves of absence with pay not chargeable against the teacher's allowance shall be granted for the following reasons:
1. A maximum of five days per occurrence for a death in immediate family. A maximum of two (2) days per school year will be allowed to attend the funeral of a grandparent of a teacher or a teacher's spouse. An additional sick day may be used to attend the funeral of the grandparent of a teacher or the teacher's spouse.
  2. Absence when a teacher is called for jury service. Effective July 1, 1979, any wages less personal expenses received for jury duty will be deducted from the teacher's per diem rate.
  3. Court appearance as a witness in any case connected with the teacher's employment in this school system or whenever the teacher is subpoenaed to attend any proceeding when warranted by the administration, the Board would pay the difference between the teacher's salary and the court compensation.
  4. Time necessary to take the selective service physical examination upon the approval of the administration.
  5. The parties agree that there may be conditions or circumstances which may require teacher absenteeism for other reasons than heretofore mentioned. Therefore, two days will be allowed for the purpose of conducting business which is impossible to transact during non-teaching hours. It will not involve other business interests nor will it be used for shopping, recreation, etc. Teachers desiring to use such leave shall submit their request on the application form (see Appendix C) provided by the Board at least two (2) working days in advance of the absence except in cases of emergency. In such case the teacher will apply as soon as possible. This form must be filed with the building or immediate supervisor. Leave shall not be granted for the first or last day of the school year nor on the first working days preceding or following a vacation period or holiday except at the discretion of the Superintendent. A sick day may be used as an additional business day, at the discretion of the Superintendent. Unused business days will be added to accumulated sick leave. (The discretionary awarding of additional personal business days or the awarding of these days prior to or after a vacation will be viewed on an individual basis and will not set a precedent for future requests.) Teachers shall not be granted pre-arranged personal days during scheduled

professional development days or parent-teacher conferences without the prior approval of the Superintendent of Schools, Building Principal and notification to the Union President.

- D. Any teacher who is absent because of an injury or disease compensable under the Michigan Worker's Compensation Law, shall receive from the Board the difference between the allowance under the Worker's Compensation day and his regular salary for the remainder of his contract starting from the date of injury or illness with no subtraction of sick leave.
- E. The Board will allow Association representatives time off during the normal school year not to exceed ten (10) teacher days per year to attend Michigan and/or National Education Association workshops, conferences, conventions and other activities not covered by Article XIX, Section E. Expenses incurred by the Association representatives during the time off will not be paid by the Board. The Association further agrees to pay all substitutes for these days. The determination of the need for and the selection of substitutes required for the time off rests solely with the Administration. Such time off shall be granted upon written request at least one week prior to the actual time off and providing a qualified replacement can be obtained.

#### **ARTICLE X - LEAVES OF ABSENCE**

- A. Any teacher whose personal illness extends beyond a period compensated under Article IX shall be granted a leave of absence without pay up to one year. Upon return from leave, a teacher shall be assigned to the same position or substantially equivalent position as soon as available. The Board may require such teacher to receive approval from a physician chosen from a list of physicians designated by the Superintendent of Schools or the Board. The Board will pay the cost of physical exams which are requested by the Board prior to return to work.
- B. Maternity and Child Care Leave
  - 1. Maternity Leave without pay shall be granted to any member of the bargaining unit who becomes pregnant. Such leave shall begin at such time, during the course of pregnancy, as determined by her doctor and shall continue for the duration of pregnancy and post-partum recovery at which time the teacher shall return to her duties or commence an unpaid child care leave as provided below, or



2. Any pregnant teacher who continues to perform her duties until she becomes physically disabled by her pregnancy or child birth shall be entitled to utilize her accumulated sick leave for the period of disability caused by a pregnancy or child birth under the terms of Article IX (A). Should accumulated sick leave be exhausted prior to recovery from such disability, the teacher will be placed on unpaid "personal illness" leave as provided in Section A of this Article.
  
3. A child care leave without pay shall be granted to any member of the bargaining unit. In the case of pregnant women, the child care leave shall commence at the conclusion of the maternity leave provided in #1 above or the conclusion of the period of disability should the teacher elect to utilize paid sick leave.
  - a. If the birth of the child occurs before the end of the first semester, the child care leave shall be for the remainder of the school year, or
  - b. If the birth of the child occurs during the second semester, the child care leave shall be up to one year plus the balance of that semester.
  - c. Return will be made only at the beginning of a semester, unless a staff vacancy occurs earlier and she is qualified to fill that position.
  - d. Other circumstances which warrant earlier reemployment may occur and these will be considered as they occur.
  - e. She will be reemployed whether she is a probationary or tenure teacher, provided she signifies during the first week of the leave that she intends to return.
  
4. Teachers who anticipate a long-term absence due to disability shall:
  - a. Notify in writing, whenever possible, the building principal sixty (60) days in advance of the anticipated onset of the disability (e.g. childbirth, elective surgery, prostatectomy) and the projected duration of the absence.

- b. When requested by the administration, provide a statement from the teacher's attending physician that the teacher is medically able to continue or resume the teacher's normal job responsibilities.
- C. Teachers who are officers of the United Profession Association and its departments, or are appointed to its staff, may upon proper application be given leave of absence without pay for the purpose of performing duties for the United Profession Association and its department.
- D. Military leaves of absence shall be granted to any teacher who shall serve with the Armed Forces of the United States for military duty. Teachers during first 24 months of military leave shall be given the benefit of any increments which would have been credited to them had they remained in active service to the school system. Such credits will be awarded beyond 24 months only to those teachers who are required to stay in the military service on a non-voluntary basis.
- E. An unpaid leave of absence for advanced study may be requested for a limit of one school year, on or before February 1, of the preceding school year. Each request must be submitted to the Superintendent in writing, outlining a formal program of work which will qualify the applicant for a higher credential in his profession or a program of recognized courses relating to the present or prospective service of the applicant. Applications for this type of leave will be considered on their merits and may be approved by the Board of Education upon recommendation of the Superintendent. Teachers requesting such leave will be notified by April 1 of the status of the leave.

Approval of a leave of absence for advanced study shall be contingent on the following conditions:

1. No more than one teacher in the district shall be granted leave at any one time.
2. Applicant must be a Tenure Teacher, four (4) years of continuous teaching experience in the district and the holder of a permanent or a continuing Michigan Teaching Certificate.
3. A qualified certificated replacement must be available to assume the applicant's duties while on leave.
4. Must return to the school system for a minimum of one year after return from leave.

5. Reemployment will only be made at the beginning of the school year. Upon return from advanced study leave, the teacher shall be entitled to advance one increment on the salary schedule providing all requirements of the leave policy have been fulfilled satisfactorily in the judgment of the Superintendent.

Staff member will not accrue any other benefits except increment credit while on leave and will be responsible for all other health or disability premiums due.

F. An employee may make a request in writing to the Superintendent of Schools and upon his approval be granted a leave of absence without pay for a purpose not specified in the above leave of absence. This request must indicate the reason for the leave of absence and only will be honored if a qualified substitute teacher, or teacher on layoff or being laid off, is available.

#### ARTICLE XI - INSURANCE PROTECTION

A. The Board will provide MESSA Choices II and MESSA Preferred Prescription Program (\$10/\$20 co-pay) for the teacher and his/her eligible dependents. The premiums will be fully paid. In addition to, a \$100/\$200 in network and \$250/\$500 out of network deductible will be added as soon as this plan is available (not later than January, 2009). Also any bargaining unit member who has health coverage available from another source that is comparable to the plan in effect for the members of this unit must enroll in the plan that was available from the alternative source. The plan must be comparable to the plan available through the Harbor Beach Public Schools.

B. Long Term Disability - The Board will pay the full monthly premium for a Long Term Disability Policy with a three (3) month qualifying period with a guarantee of sixty-six and two-thirds percent (66 2/3%) of the monthly salary up to a maximum benefit of \$3,000 per month. Benefits shall be paid to these members, who as of the effective date of this Contract, have accumulated 74 days or less at the above rate. Those members who as of the effective date of this contract have an accumulated sick leave of 75 to 90 days, may, beginning with the 75th day take payment based on the current LTD policy and retain any accumulated sick leave between the 75th and 90th day. Benefit payments shall continue to age sixty-five (65) or until termination of disability - whichever occurs first.

- C. The Board of Education will pay the premium cost of a \$45,000 Term Life Insurance Policy with accidental death and dismemberment rider for each teacher employed by the School District.
- D. Teachers not electing health insurance coverage through the school shall be provided with MESSA options of: Dental, Vision, LTD, and Life in the amounts as currently provided by PAK B defined in the current agreement that expired on June 30, 2008.
- E. The Board will provide without cost to the teachers a 80/80/80/80 Delta Dental plan with a \$2000 lifetime orthodontic maximum and \$1800 yearly maximum for Class I, II, and III, for all members of the bargaining unit and their eligible dependents
- F. The Board will pay the premium for the MESSA VSP 3 Plus Vision program for all bargaining unit members and their eligible dependents.
- G. All insurance coverages provided under this article shall, in all respects, become effective only upon yearly submission of written application by the bargaining unit member and acceptance by the insurance carrier.
- H. It is expressly understood that the Board is only responsible for providing premiums toward insurance coverage. The Board agrees to provide the above mentioned benefit programs within the underwriting rules and regulations as set forth by the carrier(s) in the Master Contract held by the policyholder.
- I. Employees newly hired by the Board shall be eligible for Board paid insurance premiums upon acceptance of written application by the insurance carriers on the first day of the month following the month work commenced.
- J. To be eligible for the above coverage (or increase in coverage) employees must be able to perform the "at work requirements" with this employer before benefits are effective.
- K. Changes in family status shall be reported by the employee to the business office within thirty (30) days of such change. The employee shall be responsible for any overpayment/underpayment of premiums made by the Board in his/her behalf for failure to comply with this paragraph.
- L. Employees working less than a full contract year shall have benefits terminated on the first day of the month following termination of employment provided, however, that any teacher who works through May 30 will receive benefits through the summer.

- M. With new regulations from the carrier on the administration of Short Term Disability Insurance it is hereby agreed between the Harbor Beach Board of Education and the Tri-County Bargaining Association that:
1. Association members with STD Insurance may at their option freeze the use of sick leave and use STD Insurance when the qualifying period is met;
  2. While an Association member is on a STD Insurance covered leave they will follow the same reporting procedures as anyone using regular sick leave;
  3. Any member while on sick leave covered by STD Insurance shall continue to accrue all rights covered in the Master Agreement.

#### ARTICLE XII - TEACHER EVALUATION

- A. Evaluation of the effectiveness of teaching is an important function of the Administration. Without knowledge of the strength and weaknesses of the existing practices, guidance cannot bring about a maximum of improvement.

Evaluation, if it is to serve both a guidance and a rating function, must be a cooperative process. This means the teachers should familiarize themselves with the items listed. This will serve the dual purpose of keeping before the teacher the objectives expected to be achieved and will provide an excellent basis for self-evaluation.

- B. The main purposes of evaluation:
1. To insure the best education possible for all students through stimulating growth and development of the professional staff.
  2. To improve communication between teachers and administrators.
  3. To evaluate teachers so that they may be assigned, continued on probation, placed on tenure, transferred, promoted or in some cases discharged.
- C. The instrument (See Appendix B) is intended to remind the teacher and the evaluator of the importance of the many different teaching skills. It

provides a basis for specific comments and discussions of strengths and weaknesses and suggests ideas for the future growth as well as encourages the development of specific ideas and plans for the present. The evaluation is the formal report for the evaluator and will be filed permanently in the teacher's personnel file. The instrument may be used as a preliminary self-appraisal if the teacher so desires.

The parties agree that the teacher evaluation instrument shall be reviewed annually by two (2) administrators and two (2) Association members who shall present recommendations for change to the Superintendent and the Association no later than October 1 of each school year for their approval. If no recommendation is made or mutually agreed to, the previous year's evaluation instrument will be utilized.

- D. The following evaluation procedures will be followed:

ALL EVALUATIONS

1. Evaluation visits to the classroom will last a minimum of twenty (20) minutes.
2. All post observation conferences will occur within five (5) working days or at a mutually agreeable date which will be chosen within those 5 working days. Failure to mutually agree to a conference date within 5 working days of the evaluation shall not invalidate the evaluation. This formal evaluation will be followed up by a conference with the administrator, teacher, and mentor (in the case of probationary teacher). At the conclusion of the conference, the teacher, administrator, and mentor will sign the form verifying that a conference has been held; this signature does not imply agreement with the contents of the evaluation. The teacher shall have the right to add his or her comments to the evaluation. Such comments will be permanently attached to the form.
3. Teachers are subject to evaluation at any time during their classroom teaching periods. All monitoring and observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, closed circuit television, public address or audio systems surveillance devices shall be strictly prohibited.

FIRST YEAR OF PROBATION (PHASE I)

1. During the first week of school all first year teachers, including transfers, will be assigned a Teacher-Mentor by the administrator in consultation with the Association President. (See teacher Handbook for duties of Mentor). (Subsequent weeks of school shall be measured by determining the number of days that students have been in session and dividing by five (5), i.e., after twenty-five student attendance days have elapsed, it is the end of the fifth week.)
2. By the end of the third week an IDP shall be mutually developed between the principal, teacher, and mentor teacher.
3. By the end of the fifth week, the first formal observation by the Administrator will take place.
4. By the end of the fifteenth week, a second formal observation will take place.
5. By the end of the twenty-seventh week, a final annual evaluation report will be completed.
6. By the end of the thirtieth week, the teacher and the Association President will be informed of the recommendation of the administrator.
7. The above procedure includes a minimum of two visits to the classroom. Teacher-Mentor will be present at all evaluation conferences.

SECOND YEAR AND OTHER YEARS OF PROBATION  
(PHASE I)

1. A Teacher-Mentor will be appointed during the first week of school as per first year probation.
2. By the end of the third week of school the IDP shall be updated between the parties.
3. The first formal observation will be completed by the fifteenth week of school.
4. The final observation will be completed by the twenty-fourth week.

5. By the end of the twenty-seventh week a final annual evaluation will be completed.
6. The teacher and Association President will be notified as per first year probation.
7. The above procedure includes a minimum of two visits to the classroom. The Teacher-Mentor will be present at all evaluation conferences.

#### TENURE TEACHERS (PHASE II)

At least one formal observation/evaluation will be made of tenure teachers every other year. The initial formal observation/evaluation will take place after October 15<sup>th</sup> and before February 1<sup>st</sup> of that school year.

- E. Each teacher shall have the right upon request to review the contents of his/her own Harbor Beach personnel evaluation file.

#### **ARTICLE XIII - PROTECTION OF TEACHERS**

- A. Classroom control and discipline is an effective part of the education process. To be effective, the Board recognizes that the teacher will be given adequate support by the Board and the Administration in the discreet handling of student and disciplinary problems.
- B. Any case of assault upon a teacher in connection with the teacher's duties shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to advise the teacher of his/her rights and obligations with respect to such assault and shall render all reasonable assistance to the teacher in connection with the handling of the incident by law enforcement and judicial authorities.
- C. If any teacher is complained against or sued by reason of disciplinary action taken by the teacher against a student and said disciplinary action is considered reasonable by the Administration, the Board will provide legal counsel and render all necessary assistance to the teacher in his/her defense.
- D. Time lost by a teacher in connection with an incident mentioned in the Article which in the opinion of the Administration is justified shall not be charged against the teacher.



- E. Reimbursement will be made to the teacher for the loss, damage or destruction of clothing or personal property of the teacher while on duty in the school or on the school premises, as approved by the Administration. Personal property must be checked in with the building principal as per the form in Appendix A.
- F. Any complaints by a parent of a student directed toward a teacher shall be promptly called to the teacher's attention.

#### **ARTICLE XIV - NEGOTIATION PROCEDURES**

- A. At least ninety (90) days prior to the expiration of this Agreement, the parties will begin negotiations for a new agreement covering wages, hours, terms and conditions of employment of teachers employed by the Board.
- B. Teachers shall be released from their normal duties for the purpose of actively participating in negotiations or grievance meetings with the Board when there is agreement that such activities occur during a scheduled teacher work day or when the parties are directed by an agency or court of proper authority to participate in such activities during a scheduled teacher work day. Should fact-finding occur during the school day, up to three representatives of the Association shall be released from regular duties for the purpose of actively participating in the fact-finding proceeding. There shall be no loss of pay for participation in negotiations, grievance processing, or fact-finding consistent with the provisions of this section.

#### **ARTICLE XV - GRIEVANCE PROCEDURES**

A grievance is defined as an alleged violation, an application, interpretation or administration of a specific article or section of the Agreement. If any such grievance arises, there shall be no stoppage or suspension of work because of such grievance; but such grievance shall be submitted to the following grievance and arbitration procedures.

The teacher or the teacher and the Association Representative discuss complaints and concerns with the building principal as the first step in the grievance procedure in an attempt to resolve issues at this level.

Should a difference arise between a teacher and the Administration as to the meaning and application of this Agreement, an earnest effort shall be made to settle such difference, grievance or dispute in the following manner:

- A. Any individual teacher or the teacher and the Association having a grievance involving action by the building principal shall take the matter up directly with that principal within five (5) days of the alleged incident and may reach a settlement of the grievance as long as the settlement is not inconsistent with the terms of this Agreement.

In an instance where a grievance arises from the action of the Superintendent or Board, or involves more than one school, the Association shall begin processing that matter at the Superintendent's level of this grievance procedure. When a grievance is filed pursuant to this paragraph the Association shall take the matter up with the Superintendent within five (5) days of the action being grieved in an effort to settle the grievance. If a settlement is not reached within the foregoing time, the Association shall submit the grievance in writing to the Superintendent within the following five (5) days (not later than ten (10) days after the alleged violation occurred). The Superintendent shall answer a formal grievance within eight (8) days of its submission to him/her, pursuant to this paragraph.

- B. If a satisfactory settlement is not effected within five days after submission, it shall be reduced to writing by the Association and the grievance shall be taken up with the principal within five days.
- C. The principal shall answer the grievance in writing and return it to the Association within five days after he/she received it.
- D. If a satisfactory settlement is not effected, the Association shall submit the written grievance to the superintendent within five days after it was returned by the principal.
- E. The superintendent shall answer the grievance in writing within five days and return it to the Association.
- F. In the event the grievance is not satisfactorily resolved by the superintendent or if no decision is reached within the thirty day period, the written grievance shall be submitted to the Secretary of the Board of Education. The Board shall answer said grievance in writing and provide a hearing upon request, within thirty days after it has been received.
- G. In cases where it is impossible to effect the settlement of a grievance pertaining to the meaning or application of the provisions of this agreement, either the Board or the Association may invoke arbitration of the issue in accordance with the following procedure:

Notify the other party within thirty days of receipt of the disposition in Section F of intent to submit issue to arbitration. Following such notification, the parties shall attempt to select an arbitrator to arbitrate the disputed issue.

- H. In event the Board and the Association have not selected an arbitrator within ten days of the date of notification of intent to arbitrate or within such other period of time as may be mutually agreed upon an arbitrator shall be selected in accordance with the rules of the American Arbitration Association. Regardless of how selected, the arbitrator will conduct the arbitration in accordance with the rules, regulations and procedures of the American Arbitration Association.
- I. The time limits specified in the grievance procedure shall be binding unless an extension of such limits is mutually agreed upon. It is understood that Saturdays, Sundays and holidays are excluded in the determination of the time limits specified in this article.
- J. The Board of Education and the Association shall not be permitted to introduce any new evidence after the grievance has proceeded through step F.
- K. It shall be the function of the arbitrator, and he/she shall be empowered, except his/her powers are limited below, after due investigation to make a decision in cases of alleged violation of the specific articles and sections of this agreement.
  - 1. He/she shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this agreement.
  - 2. He/she shall have no power to establish salary scales or change any schedule salary.
  - 3. He/she shall have no power to rule on any of the following:
    - a. The placing of a non-tenure teacher on a third year of probation.
    - b. The termination of services or failure to reemploy any teacher to a position on the extra-curricular schedule.
    - c. Any claim or complaint for which there is another remedial procedure or forum established by law or a regulation having the force of law, including any matter subject to the procedures specified in the Teacher Tenure Act.
    - d. Any matter involving teacher evaluation results.

4. He/she shall have no power to change any practice, policy or rule of the Board nor to substitute his/her judgment for that of the Board, providing that any such practice, policy, rule or any action taken by the Board is reasonable. His/her powers shall be limited to deciding whether the Board has violated the express articles or sections of this agreement; and he/she shall not imply obligations and conditions in conflict with this agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the Board.
  5. If either party disputes the arbitrability of any grievance under the terms of this agreement, the arbitrator shall determine the arbitrability of the grievance prior to hearing the merits of the grievance.
  6. There shall be no appeal from an arbitrator's decision if within the scope of this authority as set forth above. It shall be final and binding on the Association, its members, the employee or employees involved and the Board. The Association and the Board shall not encourage any of their members or their agents, in any appeal to any court or labor board from a decision of an arbitrator nor shall the association or its members by any other means attempt to bring about the settlement of any grievance.
- L. 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 expense of witnesses called by the other.
- M. 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, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.

Notwithstanding the expiration of the Agreement, any claim or grievance arising thereunder may be processed through the Grievance Procedure until resolution.

- N. In the event a grievance has proceeded through step F and it has not been transmitted to arbitration within thirty (30) days thereafter, unless mutually agreed otherwise such grievance shall be deemed resolved. The Board shall not be required to pay back wages more than ten (10) days prior to the date a written grievance is filed. All claims for back wages shall be limited to the amount of the wages that the employee would otherwise have earned, less any compensation that he may have

received from any source during the period of the back pay. No decision in any one case shall require a retroactive wage adjustment in any other case.

- O. A teacher shall at all times be entitled to have present a representative of the Association prior to being disciplined for any infraction of discipline or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the teacher until such a representative of the Association is present. This does not prevent an administrator from discussing a teacher's evaluation and making constructive criticism in an informal meeting without the Association's representative.
- P. Any adverse disciplinary action not deemed as being justified by the teacher, shall be subject to the grievance procedure.

#### **ARTICLE XVI - SCHOOL IMPROVEMENT**

- A. The Board and the Association recognize that the School Instructional Program and related matters need continuing study and improvement. Therefore, both parties agree to work together on a joint, School Improvement Team. (SIT)
- B. The District School Improvement Team shall consist of up to five (5) teacher representatives and up to five (5) administrative representatives, who will be selected by their respective groups. The Superintendent will be one of the administrative representatives. School Improvement Team will also include additional members who shall be drawn from the support staff, the Board of Education, the student body, and the community and will serve as the District-wide Improvement Committee outlined in P.A. 25.
- C. Ad hoc subcommittees shall be established as necessary. One ad hoc committee shall be comprised of the ten (10) teachers and administrators referenced above and shall be referred to as Internal School Improvement Team (I-SIT). This subcommittee shall meet for specific purposes when requested to do so by S.I.T., the Board or the Association. In the event of the repeal of P.A. 25 the SIT and I-SIT shall continue to exist.
- D. The above teams shall sit in an advisory and consultative capacity; team recommendations shall be presented in writing to the Board within 45 days of their adoption and forwarding to the Superintendent.

- E. The team shall operate under procedures developed by the group. The SIT shall meet no less than monthly (September through May) unless the groups decide to meet more often and/or cancel a regular meeting.

**ARTICLE XVII - MISCELLANEOUS PROVISIONS**

- A. The Board agrees at all times to maintain an adequate list of substitutes. Teachers shall be informed of a telephone number of a principal they should call before 7:00 A.M. to report unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher.
- B. The Agreement shall supersede any rules, regulations or practices of the Board pertaining to the teachers which 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 the Agreement.
- C. Copies of this Agreement shall be printed at the expense of the Board and presented to all teachers now employed or hereafter employed by the Board. Ten (10) copies shall be provided for the Association to be used at their discretion. The Association may purchase additional copies at Board cost.
- D. If any provisions of the Agreement or any application of the Agreement to any employee shall be found contrary to law, then such provision or application shall be deemed null and void, but all other provisions or applications shall continue in full force and effect; furthermore, the provisions of such law shall supersede, to the extent of the conflict, the provisions of this Agreement and govern the relation of the parties hereunder.
- E. Medical examinations, excluding x-rays, which are required by the Board as a condition of employment shall be at no expense to the individual.
- F. The Association and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Association, therefore, agrees that it will not authorize any strike or interruption of activities in the school system, during the life of this Agreement.