

**AGREEMENT**

**between**

**NORTH HURON BOARD OF EDUCATION**

**and the**

**TRI-COUNTY BARGAINING ASSOCIATION**

**and the**

**NORTH HURON EDUCATION ASSOCIATION**

**July 1, 2007 - June 30, 2010**

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## **AGREEMENT**

The Agreement entered into this 1<sup>st</sup> day of July, 2007, between the BOARD OF EDUCATION of the NORTH HURON SCHOOLS, KINDE, HURON COUNTY, MICHIGAN, hereinafter called "The Board" and the TRI-COUNTY BARGAINING ASSOCIATION/NORTH HURON EDUCATION ASSOCIATION, hereinafter called "the Association".

### **ARTICLE I - PREAMBLE**

Recognizing that providing quality education is the paramount aim of the Board and the Association and that the character of such education depends largely upon the quality and morals of the teaching service, we hereby declare

WHEREAS, the Association recognizes that the Board, under law, has the final responsibility for establishing policies for the district; and

WHEREAS, the Board recognized that teaching is a profession; and

WHEREAS, the Board has a statutory obligation pursuant to Act 379 of the Michigan Public Acts of 1965, otherwise known as the Public Employment Relations Act (PERA) to bargain with the Association as the representative of its teaching personnel with respect to hours, wages and conditions of employment, and was duly certified as such exclusive representative by the Board on September 19, 1977; and

WHEREAS, following extensive professional negotiations between representatives of the parties, certain understandings were reached between representatives of the Board and of the Association concerning such matters.

NOW, THEREFORE, in consideration of the following mutual covenants, the Association and the Board hereby agree as follows:

### **ARTICLE II - RECOGNITION**

The Board recognizes the Association as the sole and exclusive bargaining representative for all certified personnel employed by the Board, excluding administrators, the Superintendent, the Athletic Director, maintenance and custodial personnel, office workers, cooks, bus drivers, teacher aides or any other person employed who does not sign a standard tenure or non-tenure teaching contract.

**ARTICLE III – RIGHTS OF THE BOARD**

The Board hereby retains and reserves unto itself all powers and authority conferred upon it by the laws and Constitution of the State of Michigan and the United States. The parties recognize that the rights of the Board shall be limited only by the specific and express terms of this Agreement. The rights of the Board shall include by way of illustration, and not by way of limitation, the right:

To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees while they are on duty.

To hire all employees and, subject to the provisions of Law, to determine their qualifications, and the conditions for their dismissal or demotion; and to promote, and transfer all such employees.

To establish grades and courses of instruction.

To decide upon the means and methods of instruction.

To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers with respect thereto.

To adopt reasonable rules and regulations.

The Board further recognizes the valuable assistance to be gained in its responsibility of determining school policies from effective communication with the Association. Accordingly, it is agreed that representatives of the Board and the Association shall meet at least once each month to discuss school policies of legitimate concern to the Association and problems relating to the implementation of the Agreement. These meetings normally shall be held after school hours. The Board and the Association shall promptly establish rules or procedures for these meetings aimed at making them an efficient means of communication between the parties on such matters. In no event are such meetings to be used for discussion of existing grievances, matters properly within the jurisdiction of the established Professional Study Committee, or by either party to demand any modification of the provisions of this Agreement.

**ARTICLE IV - FAIR EMPLOYMENT PRACTICES**

With respect to the provisions of this Agreement, the Board agrees that neither it nor any of its administrators or agents shall discriminate against any teacher by reason of race, creed, color, national origin, sex, age, religion, marital status, political activities, or membership or participation in the activities of the Association or any other employee organization.

Discharge or discipline of a teacher may be made only for reasonable and just cause.

## **ARTICLE V - EMPLOYMENT STANDARDS**

The parties to this Agreement reaffirm the Board's exclusive authority to select and employ new professional personnel in the School District.

## **ARTICLE VI - RIGHTS OF THE ASSOCIATION**

### **6.1 ACCESS TO BOARD INFORMATION**

The Board agrees to furnish to the Association, upon reasonable request, such information concerning the financial resources of the School District, tentative budgetary requirements and allocations, and any other available information that will assist the Association in developing accurate, informed and constructive proposals (which may be made only at the times expressly permitted by this agreement) concerning the rates of pay, wages, hours of work, and other conditions of employment of teachers, together with such information that may be necessary for the Association to process efficiently any grievance in the grievance procedure.

The Association shall be advised by the Board, whenever possible, of any new or modified fiscal, budgetary, or tax programs which are proposed or under consideration and the Association shall be given a reasonable opportunity to consult with the Board with respect to the proposed annual budget prior to its adoption and general publication.

It is agreed and recognized, however, that except for expenditures contained in any annual budget which are required by the terms of this Agreement, the authority to adopt all parts of the annual budget of the School District of this agreement shall not be the subject of mandatory negotiation with the Association, nor subject to any proceeding under the grievance procedure.

### **6.2 USE OF SCHOOL FACILITIES**

The Association, or any committee thereof, shall have the right to use school buildings and facilities without charge for professional meetings during times when the building is covered by the operating staff. Room clearance shall be made with the Principal involved three days in advance by written request which must state name of individual responsible.

The Association shall have use of all equipment at times and under procedures approved by the Principal or Superintendent of Schools. The Association agrees to reimburse the Board for any damage to equipment entrusted to its care and use.

All reasonable requests by the Association for use of office, lounge, equipment and workroom bulletin boards shall be granted.

School mail service shall be granted to the Association.

The Association agrees to pay for all materials used for its purpose.

### 6.3 PAYROLL DEDUCTION FOR ASSOCIATION REPRESENTATION

1. Membership in the Association is not compulsory. Teachers have the right to join, not join, maintain, or terminate their membership in the Association as they see fit. Neither party shall exert or put pressure on or discriminate against a teacher as regards to such matters.

2. All full-time teachers in the bargaining unit shall, on or before the sixtieth (60th) day following; the beginning of the school year, beginning of their employment, or the execution of the collective bargaining Agreement whichever is later, as a condition of employment or of continued employment, either:

- a. Become members of the Association; or
- b. Pay to the Association an amount of money which the Association certifies in writing as a cost (hereinafter referred to as "fees") equal to the Professional Dues of the Association. Such cost amount shall be verified and submitted in writing to the Board on or before September 15 of each year, and notice of this fee shall be presented in writing by the Association to all teachers.
- c. Full-time teachers hired during the school year shall be required to tender (through direct payment or deduction authorization) only a pro-rata amount of the fees. Such pro raturum shall be based on a maximum of ten (10) months (school year) and/or the number of months remaining in the school year. (Within a month, it is the majority of days left that shall govern.)
- d. Temporary, part-time, or specially-certificated teachers shall not be required to join the Association, but shall pay a pro-rated service fee thereto.

3.. If any court of competent jurisdiction or administrative agency holds that an "agency shop" clause is invalid, illegal, or unconstitutional, or that it violated any Federal law and/or regulation, or if the Legislature enacts a law forbidding the "agency shop" clause, or any part thereof (which this article does not conform to or with), this Article shall be null and void and the Association shall reimburse all teachers who have been required to pay either dues, fees, or service charge; provided such teachers must request the Association for reimbursement within thirty (30) days of such court, agency, or legislative decision or action.

4. Nothing shall prevent the Association from requesting that the Board deduct the service fees from the teacher's wages pursuant to MCL 408.477 and remitting same to the Association, in lieu of requiring discharge. The procedure in all cases of non-payment of the service fee shall be as follows:

a. The Association shall notify the teacher of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance, and shall further advise the teacher that a request for wage deduction may be filed with the Board in the event of non-compliance.

b. If the teacher fails to remit the service fee of authorization for the service fee deduction, the Association may request that the service fee be deducted pursuant to paragraph four (4) above.

c. The Board, upon receipt of the request for involuntary deduction, shall provide the teacher with an opportunity for a due process hearing limited to the question of whether the teacher has remitted the service fee to the Association or authorized payroll deduction of same.

d. The Union shall indemnify the Board all losses sustained in connection with its enforcement of its obligations in this article.

#### 6.4 PAYROLL DEDUCTIONS FOR THE ASSOCIATION DUES

The Board agrees to deduct from the salaries of teachers dues for the Association, when voluntarily authorized in writing by each teacher desirous of having his dues deducted or through procedures outlined in Section 6.3.6.

Individual authorization forms shall be furnished by the Association, and, when executed, filed by it with the Business Office.

Authorizations, once filed with the Business Office, shall continue in effect until revoked by the teacher on a form available from the Association and filed with the Business Office.

Dues for any or all of the above organizations shall be deducted by one of the following methods: as one deduction from the first paycheck in October, in six

(6) equal installments beginning with the first paycheck in October, or equal installments per paycheck beginning with the first paycheck in October.

The Association shall, at least by September 15th of each school year, give written notification to the Business Office of the amount of its dues which are to be deducted in that school year under such authorizations. The amounts of the deductions for these dues shall not be subject to change during that entire school year.

For purposes of this Article, the term "'school year' shall mean the twelve-month period beginning with the opening of school in the fall of each year.

Dues deducted shall be sent to the Association at the end of each month until all dues are collected.

The right to refund to teachers moneys deducted from their salaries under such authorizations shall lie solely with the Association. The Association agrees to reimburse any teacher for the amount of any dues deducted by the Board and paid to the Association, which deduction, and agrees to hold the Board harmless from any claims of excessive deductions.

#### 6.5 OTHER PAYROLL DEDUCTIONS

The Board agrees to continue to make voluntary payroll deductions, upon written authorizations therefore, from the salaries of teachers, for the following:

- Additional Hospitalization Insurance;
- Credit Union;
- Life Insurance Premiums;
- MESSA and other established tax-deferred annuity plan premiums and agrees to disburse these deductions for the purpose intended; and
- Other mutually agreed upon deductions.

Procedures for these payroll deductions shall be established by the Superintendent of Schools.

#### 6.6 RELEASED TIME FOR CONTRACT NEGOTIATIONS

The Board agrees that Association members engaged during the school day in negotiations on behalf of the Association with the Board during the term of this Agreement shall be entitled to released time, as needed, without loss of salary; provided, the Association agrees to meet for purposes of negotiations on off-duty time at least to the same extent as on released time.



The released time referred to in the above paragraph shall be for a maximum of five teachers representing the Association. Exceptions to this limit may be permitted under special circumstances.

The released time permitted under this paragraph shall have no application to time spent by Association representatives in utilization of the grievance procedure.

#### 6.7 RELEASED TIME FOR ASSOCIATION ACTIVITIES

Officers, chairman, or designated representatives of the Association shall be granted a total of seven (7) days per school year, with pay, to participate in area, regional, state, and national organizational or business activities of the Michigan Education Association and/or National Education Association and such business that is necessary to fulfill the function of the Association to the extent allowed and applicable under the law. The Association shall pay for the total cost of the substitute teacher and such substitute shall be determined by the Board representatives. Requests for this shall come in writing through the Association President at least five (5) working days in advance of the date requested.

### **ARTICLE VII - REDUCTION OF PERSONNEL**

7.1 In the event it becomes necessary to reduce the number of teachers due to program elimination or reduction, or to reduce the number of teachers in a given subject area, field or program or eliminate or consolidate positions, the Board shall follow the procedure listed below:

1. Teachers not holding a regular Michigan provisional, continued, or qualified certificate will be laid off first, provided there are qualified and certified teachers to replace and perform all of the needed duties of the laid off teachers.
2. If reduction is still necessary, then probationary teachers with the least seniority will be laid off first, provided there are remaining qualified and certificated teachers to replace and perform all the needed duties of the laid off teachers.
3. If further reduction is still necessary, then tenure teachers with the least seniority will be laid off first, provided there are qualified and certificated teachers to replace and perform all the needed duties of the laid off teachers.

#### 7.2 DEFINITIONS

1. For the purposes of this Article, "seniority" shall be defined as years and/or fraction thereof of continuous service to the North Huron

School District. With regard to teachers employed by the Port Austin Board of Education on May 21, 1979, "seniority" shall be deemed to include for such teachers, their continuous years of experience with the Port Austin School District prior to that date as if it had been in the North Huron School District. Continuous service shall not be considered interrupted except by resignation or termination of an employee.

- a. Continuous service to the District shall commence with the teacher's first day of work in a bargaining unit position. That date shall be reflected on the Seniority List.
  - i. For teachers employed by the District on or before June 30, 1987, (including employment with the Port Austin School District), if the first day of work cannot be verified, the date of Board action on the hiring shall be used. If no documentation exists as to date of hire or first day of work, the teacher shall be assigned the date of September 1, of the year in which they were employed by the District.
- b. The Seniority List shall minimally reflect the first date of work. Years of seniority and fractions of years will be reflected to the nearest one-half (1/2) year.
- c. In cases where two (2) or more teachers have identical dates of commencement of continuous service, their placement on the Seniority List shall be determined by a drawing of names from a container. Said drawing shall take place in the presence of Association Representatives and the subject teachers will likewise be afforded the opportunity to be present. The first name drawn shall be next in seniority, etc., until all persons holding the same first date of service have been placed on the Seniority List.
- d. In cases where a teacher leaves the Association for an administrative position (per Article XIII) in the District or is on an unpaid leave of absence, the teacher's seniority will stop at the number of years spent in the Association. If/When he/she returns to a teaching position, the years of seniority will begin to accumulate from the previous total.

- 7.2 Teachers must meet any and all certification/qualification requirements imposed by state or federal law including requirements of the No Child Left Behind Act.

Except in cases of emergency, reinstatement shall occur at the beginning of the school year or at the beginning of the second or third trimester. Emergencies to be defined as : death of a teaching staff member, serious illness or disability, the leaving of a teaching staff member, or the implementation of a new program.

- 7.3 Three (3) copies of the seniority list will be provided to the Association by October 1st of each year.
- 7.4 Recall - In the event of layoff, the Board will institute a recall procedure which will be in inverse order of the above layoff procedure.
- 7.5 Seniority rights shall be lost by the teacher if the teacher does not return within ten (10) working days when he/she is recalled from layoff or thirty (30) days after being notified of the recall/whichever is the shorter period of time. Written notification of recall shall be sent by registered mail from the Superintendent to the most current address provided by the teacher.
- 7.6 Any layoff pursuant to this Agreement shall automatically terminate the teacher's employment contract and all benefits allowed therein including all benefits under this Master Agreement, and shall be reinstated in full upon employment, provided that all fringe benefits for teachers completing a full contract year of employment shall continue until August 31 of that contract year. Fringe benefit coverage will be pro-rated for teachers teaching less than a full year.
- 7.7 The Board shall give no less than thirty (30) calendar days notice to the teacher being laid off.
- 7.8 It is intended that this Article VII, takes precedence over and governs the individual teaching contracts; and the individual teaching contract is expressly conditioned by this Article.
- 7.9 In the event that this District shall be combined with one or more districts, the Board will use its best effort to assure the continued recognition of the Association and the continued employment of its members in such consolidated district.
- 7.10 A committee comprised of the Association's President, Secretary and Treasurer will meet with the Board representatives to discuss a possible reduction of positions due to a decrease in school finances, a decrease in the students or other unforeseen needs for a decrease in teaching positions. The committee shall make recommendations and the recommendations shall be presented to the Board at a Board Meeting. Exceptions to this procedure includes specialized classes such as Art, Special Education, Kindergarten, or other such areas where the number of students involved

from year to year determines the number of teachers needed.

- 7.11 For the purposes of this article, a vacancy is defined as a regular position that is known to require the services of an employee for sixty-one (61) work days or more.
- 7.12 Notwithstanding any other article of this agreement, the administration shall not be required to post notice of any vacancy if there are teachers on layoff certified and qualified for placement therein. Teachers must meet all certification/qualification requirements imposed by state or federal law including requirements of the No Child Left Behind Act.

## **ARTICLE VIII - SCHOOL IMPROVEMENT COMMITTEE**

### **8.1 GENERAL PROVISIONS**

The Board and the Association recognize that the school instructional program and related matters need continuing study and improvement.

It is further agreed that the parties shall cooperate in an on-going study to assist the Board whereby it may bring about desirable changes and innovations in teaching methods and techniques, class composition, curriculum, and any other phases of the instructional program. Therefore, the Association agrees to establish a School Improvement Committee to provide effective consultation with and assistance to the Board to make needed improvements in the school instructional program which it determines are feasible. Additional ad hoc subcommittees are established as necessary.

### **8.2 NATURE OF COMMITTEE**

Teacher representatives to the SIC are to be selected by the Association and together with the Board shall develop operating rules for effective consultation with the Board.

When meetings are held with the Board's approval during school hours, these days shall count as teaching days. If extensive consultation or development of the school instructional program requires summer or other vacation participation, the Board agrees to make appropriate compensation for the time involved at the rate of \$14.00 per hour.

### **8.3 FUNCTION OF COMMITTEE**

The parties agree that the School Improvement Committee serves in an advisory, consultative, and fact-finding capacity.

**ARTICLE IX - GRIEVANCE PROCEDURE**

- 9.1 A grievance shall be defined as a claim by the Association (hereinafter "grievant") of an alleged violation of the expressed terms and conditions of this contract.
- 9.2 The Board hereby designates the Principal of each building to act as its representative at Level One as hereinafter described and the Superintendent or his designated representative to act at Level Two as hereinafter described.
- 9.3 The term "days" as used herein shall mean days in which school is in session.
- 9.4 Written grievances as required herein shall be submitted on the form attached as Appendix E and shall:
1. Be signed by the Association President or Grievance Committee Chair;
  2. Be specific;
  3. Contain a synopsis of the facts giving rise to the alleged violation;
  4. Cite the section or subsections of this contract alleged to have been violated;
  5. Contain the date of the alleged violation;
  6. Specify the relief requested.

Any written grievance not in accordance with the above requirements may be rejected as improper. Such a rejection shall not extend the limitations hereinafter set forth.

**9.5 Level One**

The Association alleging a violation of the express provisions of this contract shall, whenever possible, first discuss the matter orally with the building Principal. If the above procedure does not result in settlement of the matter, the Association shall then submit the grievance formally on the form appended to this contract. The formal filing of a grievance must take place within ten (10) days of the occurrence of the event giving rise to the grievance. The Principal shall have five (5) days in which to respond, in writing, to the formal grievance. If the matter is not resolved at Level One, the grievant may then process the grievance to Level Two, as specified below.

## Level Two

A copy of the written grievance shall be filed with the Superintendent or designated agent as specified in Level One with the endorsement thereon of the approval or disapproval of the Association. Within five (5) days of receipt of the grievance, the Superintendent or designated agent shall arrange a meeting with the designated Association representative. Within five (5) days of the discussion, the Superintendent or designated agent shall render his decision in writing, transmitting copies of the same to the Association secretary.

If no decision is rendered within five (5) days of the discussion, or the decision is unsatisfactory to the Association, the Association shall within five (5) days appeal same to the Board of Education by filing such written grievance along with the decision of the Superintendent with one officer of the board in charge of drawing up the agenda for the Board's next regularly scheduled Board meeting.

## Level Three

Upon proper application as specified in Level Two, the Board shall allow the Association representative an opportunity to be heard at the meeting for which the grievance was scheduled. Within one (1) month from the hearing of the grievance, the Board shall render its decision in writing. The Board may hold future hearings therein or otherwise investigate the grievance provided, however, that in no event except with express written consent of the Association, shall final determination of the grievance be made by the Board more than one (1) month after the initial hearing.

Copies of the written decision of the Board shall be forwarded to the secretary of the Association.

## Level Four

Individual teachers shall not have the right to process a grievance at Level Four.

1. If the Association is not satisfied with the disposition of the grievance at Level Three, it may within ten (10) days after the decision of the Board refer the matter for arbitration to the American Arbitration Association, in writing, and request the appointment of an arbitrator to hear the grievance.
2. Neither party may raise a new defense or ground at Level Four not previously raised or disclosed at other written levels.
3. The decision of the arbitrator shall be final and conclusive and binding upon employees, the Board and the Association. Subject to the right of the Board or the Association to judicial review, any

lawful decision of the arbitrator shall be forthwith placed into effect.

4. Powers of the arbitrator are subject to the following limitations:
    - a. He/she shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
    - b. He/she shall have no power to establish salary scales.
    - c. He/she shall have no power to change any practice, policy or rule of the Board nor substitute his judgment for that of the Board as to the reasonableness of any such practice, policy, rule or any action taken by the Board, except as the same are conditioned by this Agreement.
    - d. He/she shall have no power to interpret state or federal law.
    - e. He/she shall not hear any grievance barred from the scope of the grievance procedure.
    - f. More than one grievance may not be considered by the arbitrator at the same time except upon expressed written mutual consent and then only if they are of similar nature.
    - g. Where no wage loss has been caused by the action of the Board complained of, the Board shall be under no obligation to make monetary adjustments and the arbitrator shall have no power to order one.
    - h. Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or non-occurrence of the event upon which the grievance is based.
    - i. He/she shall have no power to hear grievances concerning: the termination of services of or failure to re-employ any probationary teacher; the placing of a non-tenure teacher on a third year of probation; the termination of services or failure to re-employ any teacher to a position on the extra-curricular schedule.
    - j. Should a grievance concern teacher evaluation, the arbitrator shall be confined to dealing with matters of evaluation procedure.
- 9.6 The fees and expenses of the arbitrator shall be shared at the rate of 50% for the Association and 50% for the Board.

- 9.7 Should a teacher fail to institute a grievance with the time limits specified, the grievance will not be processed. Should a teacher fail to appeal a decision within the limits specified, or leave the employment of the Board, (except a claim involving a remedy directly benefiting the grievant regardless of the grievant's employment), all further proceedings on a previously instituted grievance shall be barred.
- 9.8 All preparation, filing, presentation or consideration of grievances shall be held at times other than when a teacher or a participating Association representative are to be at their assigned duty stations.
- 9.9 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.
- 9.10 Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.

## **ARTICLE X - TEACHER RIGHTS & PROTECTION**

### **10.1 BOARD SUPPORT OF TEACHERS IN PERFORMANCE OF DUTIES**

1. The Board recognizes its responsibility to continue to give reasonable support and assistance to all teachers with respect to the maintenance of control and discipline in the classroom.
2. The Board acknowledges that exceptional children require special education by specifically certified and qualified teachers. Therefore, the Board agrees to continue to seek methods of expanding appropriate programs to serve such children.
3. Any assault by a child upon a teacher shall be promptly reported to the immediate supervisor. In the event of such an assault, or if a teacher is complained against or threatened with civil court action by reason of disciplinary action taken against a student, the teacher involved may, through the Association, request assistance from the Board in such matter, including financial aid for the services of legal counsel. The Board's decision pertaining to such a request for assistance shall be final.
4. The Association agrees that all teachers shall observe rules respecting punishment of students as established by the Board or required by law.



5. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property of pupils and the Board, but shall not be responsible for loss or damage to any such property when such property loss or damage is not the fault of the teacher. The Board shall provide comprehensive liability insurance protection under the liability policy now carried by the Board for all teachers in its employ, with limits of \$100,000 for a single injury, \$200,000 for single occurrence, and \$100,000 for the property of third parties, against damages arising out of the negligence of any teacher while acting within the scope of the teacher's duties as such, subject to the exclusions contained in such policy. The Board shall continue to carry worker's compensation insurance coverage for all teachers in the manner required by the laws of Michigan. Insurance carriers are to be selected by the Board.
6. No teacher shall be required to administer any first aid or medication prescribed for a student.
7. No teacher shall be required to transport any child for any reason.

#### 10.2. PERSONAL AND PRIVATE LIFE

The private and personal life of a teacher is not within the concern of the Board unless it produces an adverse affect upon the District or the employee's job performance.

#### 10.3 PERSONAL PROPERTY OF TEACHERS

The Board shall reimburse a teacher, in an amount not to exceed \$100.00 for loss, damage, or destruction, while on duty in the school, of his/her personal property of a kind normally worn or brought into the school building when the same has not been caused by negligence of a teacher. This obligation shall not encompass wear, tear, or gradual deterioration of property or loss of money.

#### 10.4 MONITORING

All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. Closed-circuit television, public address or audio systems, and similar devices shall be used only with the full knowledge of the teacher. There shall be no monitoring of the lounges and workrooms.

Videotapes, if used in evaluations, will be erased after review and discussion with the supervisor. It is expressly understood that tapes are to be used in assisting the improvement in the teacher's performance, and will not be used as evidence in any dismissal proceedings.

## 10.5 REVIEW OF PERSONNEL FILE

1. Each teacher shall have the right upon request to review the contents of his own personnel files maintained by the District. A representative of the Association may, at the teacher's request, accompany the teacher in this review. The review shall be made in the presence of the administrator responsible for the safekeeping of these files.
2. Privileged information such as confidential credentials and related personal references normally sought at the time of employment are specifically exempted from review. The administrator shall, in the presence of the teacher's authorized representative, remove these credentials and confidential reports from the file prior to a review of the file by the teacher.
3. All communications, including evaluations by District administrators, commendations, and validated complaints directed toward the teacher, shall be called to the teacher's attention prior to their inclusion in the teacher's personnel file.
4. When being disciplined, a teacher shall not be disciplined in an arbitrary or capricious manner. A teacher may not be disciplined, reprimanded, reduced in rank or compensation, or deprived of professional advantage except for just cause. A teacher who is to be disciplined or reprimanded will be entitled to have a representative of the Association present.

10.6. Teachers shall not supervise other teachers. Exceptions to this policy may be made when mutually agreeable for such purposes as chairing committees and leading departmental meetings.

## 10.7. RELIEF FROM SUBSTITUTE RESPONSIBILITY

Teachers shall not be required to assume the responsibilities of absent teachers except in short-term emergencies. In the event that this assistance is required, teachers shall be compensated at the rate established in section 15.8.

The Board and the Association agree that in no case shall the teacher be responsible for providing a substitute teacher. The Board agrees to make every reasonable effort to provide qualified substitute teachers when needed.

**ARTICLE XI - EVALUATION OF TEACHERS**

- 11.1. The evaluation of the performance of each teacher in the school system is the responsibility of the administration. In such evaluations, all monitoring or observations of teachers shall be conducted openly.
- 11.2. Evaluations shall only be conducted by a building Principal, assistant Principal, or other administrator as designated by the Board of Education. Each written review of the teacher's job performance shall be based on at least thirty (30) accumulated minutes of classroom observation.
- 11.3. The performance of all teachers shall be evaluated in writing as follows:
1. Probationary teachers shall be evaluated in writing at least two (2) times each year; once on or before December 1 and again on or before March 15. A personal meeting will be held within fifteen (15) school days thereafter to review the job performance of the probationary teacher.
  2. Tenure teachers shall be evaluated in writing at least once every two years on or before May 1. A personal meeting will be held with each tenure teacher within fifteen (15) school days thereafter to review his/her job performance.
- 11.4. Three (3) copies of the written evaluation shall be submitted to the teacher, all to be signed by both the administrator conducting the evaluation and the teacher being evaluated. Two copies are to be returned to the administration. The third copy will to be retained by the teacher. In the event that the teacher feels that his/her evaluation was incomplete or unjust, the teacher may put any objections in writing and have them attached to the evaluation report to be placed in his/her evaluation file.
- 11.5. If an administrator believes a teacher is doing unacceptable work, the reasons therefore shall be set forth in the written evaluation and contain specific recommendations for improvement of the teacher's performance. At least sixty (60) days before the close of each school year the Board shall provide a probationary teacher with a definite written statement as to whether or not the teacher's work has been satisfactory.

**ARTICLE XII - VACANCIES, PROMOTIONS & TRANSFERS****12.1 PROMOTIONS, REASSIGNMENTS AND TRANSFERS**

The Board and the Association recognize that an optimum educational environment includes a teacher who is working within his/her area of

special competence and in the school setting best suited to his/her personal circumstances. Therefore, the Board shall provide opportunities for teachers to express their desires for changes in assignment. Procedures shall be established to explore such expressed interests as described in the following sections:

#### 1. PROMOTIONS

For the purposes of this Article, a promotion shall mean a change to an administrative or supervisory position.

##### a. During the School Year:

Notices of all such vacancies and newly created positions shall be prominently posted in an appropriately designated place in each school or department for not less than six (6) teaching days prior to the closing date for filing applications as soon as the vacancy or new position is determined to exist. In emergencies the Board may fill positions on a temporary basis without giving notice, provided that the position shall be posted and permanently filled by the beginning of the next trimester.

Notices of such vacancies and newly created positions shall include academic and experience requirements, personal skills, responsibilities of the position, the date position is to be open, and instruction for filing application.

##### b. During a time when school is not in session:

Notices of all such vacancies, and newly created positions shall be mailed to all teachers who have previously expressed an interest, in writing, in such positions and who meet the qualifications therefor. It shall be the responsibility of the teacher to keep the District informed of the teacher's current address. Notices of vacancies resulting from retirement shall be posted after the retirement is announced and accepted by the Board.

#### 12.2. REASSIGNMENTS AND TRANSFERS

For the purpose of this Article, a reassignment shall mean a change in teaching subject or grade level, or to an assignment other than as a classroom teacher, and a transfer shall mean a change in teaching assignment.

1. Notices of opportunities for reassignment to other than classroom teaching positions for the next school year shall be announced

- according to the same procedure described above regarding promotions.
2. Notices of opportunity for reassignment or transfer to other grade levels or teaching subject assignments shall be posted periodically as they develop. Instruction for application for such reassignments shall be posted periodically as they develop. Instruction for application for such reassignments or transfers shall be included in the notice.
    - a. Any vacancy which occurs will be posted and filled in accordance with Article XII, Section 12.2 without undue delay once the vacancy becomes known to the district. Any position vacated by a teacher who is awarded a vacancy shall be filled temporarily and posted within ten (10) days as a vacancy for the ensuing school year.
    - b. All part time teachers shall be offered the opportunity for full time assignments in accordance with their seniority prior to any positions being filled by teachers from outside of the bargaining unit.
  3. In filling such vacancies, the position will be given to the applicant who has the greatest seniority, is certified/qualified and meets the requirements of the No Child Left Behind Act. An employee will not be given the opportunity to “bump” into a newly created or vacant position if that action prevents the recall of a laid off teacher or causes another teacher to be displaced, reduced or laid off.
  4. Involuntary transfers will be minimized and avoided whenever possible. The Superintendent or his/her designee has the authority to make interim appointments and will notify the Association and affected teacher of the reasons for said transfer.

## **ARTICLE XIII - LEAVES OF ABSENCE**

### **13.1. PROFESSIONAL CONFERENCES**

In the belief that attendance at professional meetings is desirable to maintain and improve professional competence and proficiency, and to enhance the educational program of the school district, teachers shall be encouraged to participate in such meetings.

Respecting the uniqueness of each building and/or department, the Board agrees that funds as budgeted shall be provided for such purposes in proportion to the number of teachers and the particular

needs of each building or department. A formula by which conference expense funds and substitute teacher allowances are to be allocated shall be developed promptly by the Board in concert with the School Improvement Committee.

Travel, meals, lodging and registration shall be deemed appropriate expenses reimbursable by the Board as shall the cost of substitute teachers needed to relieve participants.

Approved professional conference days shall count as teaching days.

### 13.2. VISITING DAY

Upon recommendation of the Principal and approval of the Superintendent, one visiting day per school year for educational purposes may be granted to any teacher. The Association recognizes that the intent of the Board in providing this day is to allow teachers an opportunity to acquaint themselves with outstanding examples of educational projects or facilities which should result in benefits to the North Huron program.

An approved visiting day shall count as a teaching day.

### 13.3 LEAVE OF ABSENCE

1. Certified personnel shall be credited with twelve (12) days of sick leave at the inception of the school year, to be accumulated to an unlimited number. Teachers may use three (3) sick days for personal business. Should a teacher's employment terminate during the school year, that teacher will receive a proportionate deduction from their final paycheck for any used, but unearned, sick leave. After three (3) consecutive days of absence, due to illness, the employee may be required by the administration to present a doctor's statement that they are physically able to return to work.

Only personal illness or disability and/or emergency medical procedures are covered by this sick leave policy. Routine health examinations, dental appointments, or surgical procedures which might be scheduled during vacation period shall not be covered.

- a. A teacher may use sick leave to recover from their own illness or disability, which shall include all disabilities caused or contributed to by pregnancy, and related conditions.

- b. A teacher whose illness extends beyond the number of sick days he/she has accumulated, shall be granted an unpaid leave of absence for the duration of such illness or disability, for a period up to one (1) year.

The teacher may be required, as a condition of the foregoing leave, to provide medical evidence of the illness or disability. Upon request from the teacher, the leave may be renewed or extended at the discretion of the Board.

## 2. Extended Leaves

- a. Child Care Leave

Childcare leave is available to teachers. At the option of the individual teacher, the period of childcare leave may encompass a period of anticipated disability as well as a period of childcare. The leave shall be unpaid and shall not exceed one (1) year, renewable at the discretion of the Board.

- b. Military Leave

A leave of absence for military service without salary shall be granted to any teacher under contract who enters any branch of the armed services of the United States for an extended period of duty. These teachers shall be entitled to all rights of re-employment by the Board as provided by State and Federal Law.

- c. Exchange Teacher Leave

With the approval of the Board, leave for exchange teacher positions may be granted to tenure teachers, subject to the conditions prescribed by Section 1234 of the Revised School Code.

- d. General provisions for Extended unpaid leaves:

- i. Such leaves are to be without compensation or experience credit.
- ii. Application for such leaves are to be made at least one month in advance of the anticipated commencement of leave. The request shall specify the desired beginning and ending dates

of the leave. As nearly as possible, the beginning and ending dates of the leave shall conform to trimesters or marking periods.

iii. Return to duty from extended leaves of absence shall be subject to the following conditions:

(1). Satisfactory evidence of physical and mental health shall be filed with the Board as directed before the teacher is returned to duty from an extended illness leave.

(2). There is no guarantee that any teacher shall be returned to a specific building, grade level or special assignment at the conclusion of a period of absence exceeding one semester. The Board shall, however, make every effort to return a teacher who has been on an extended leave of absence to the same or comparable job to that held before the leave.

e. FMLA

Under the Family and Medical Leave Act, a teacher may request up to a total of 12 workweeks of unpaid leave within one calendar year for one or more of the following reasons:

- For the birth of a son or daughter, and to care for the newborn child;
- For the placement with the employee of a child for adoption or foster care, and to care for the newly placed child;
- To care for an immediate family member (spouse, child, or parent – but not a parent “in-law”) with a serious health condition; and
- When the employee is unable to work because of a serious health condition.

All accrued sick leave days will be used congruently with FMLA leave.

3. Personal business days shall be approved for legal business, funerals not covered under sick leave, weddings of



relatives or close friends, out-of-county doctor and dentist appointments.

#### 4. Bereavement Days

When death occurs in an employee's immediate family, the employee upon request will be excused for five (5) normally scheduled teacher workdays (excluding Saturday and Sunday) following the date of death. Immediate family is defined as spouse, child, step-child, parent, step-parent, brother, step-brother, sister, step-sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparent, step-grandparent, grandchild, step-grandchild, or a person who stands in place of the immediate family of the teacher. When death occurs to an aunt or uncle of the employee or the employee's spouse, the employee upon request will be excused for one (1) normally scheduled teacher workday. Bereavement days exceeding the first three (3) days shall be deducted from the employee's sick leave.

Days in addition to those noted above may be granted by the Superintendent upon a teacher's request.

#### 13.4. Illness in the Immediate Family

A teacher may use any/all of his/her sick leave days within a school year to care for a member of the immediate family. Immediate family is defined as spouse, child, step-child, parent, step-parent

A teacher may use up to a maximum of 10 sick leave days within a school year to care for extended family members. Extended family is defined as brother, step-brother, sister, step-sister, grandparent, step-grandparent, grandchild, step-grandchild, or a person who stands in place of the immediate family of the teacher.

#### 13.5 Jury Duty

A teacher who is called for jury duty during school hours who is subpoenaed to testify during school hours in a judicial or administrative matter, or who shall be asked to testify in any arbitration or fact finding concerning North Huron Schools, shall be paid his/her salary less jury or witness fee for such time spent on jury duty or giving testimony.

#### 13.6 Retirement

Whenever possible, written notification of intent to retire will be given to the Superintendent by April 1<sup>st</sup> of the school year in which the teacher(s) plans to retire.

## **ARTICLE XIV - TEACHING CONDITIONS**

### **14.1. PHYSICAL ENVIRONMENT**

To protect the health, welfare, and safety of student, the Board shall observe the specified capacity of each teaching station. There shall be a continued alertness to prevent hazardous conditions at all times in all buildings. The preservation of safe, wholesome, and pleasant surroundings shall be a paramount concern of both the Board and the Association.

The arrangement of furnishings in the classroom shall be for the optimum educational setting as determined by the teacher in concert with the Principal.

Insofar as possible, lounges, conference rooms and lavatories shall be conveniently available for teachers. Lounges and conference rooms shall not be used for regularly scheduled meetings without prior consultation with the building faculty. The Board agrees to meet and confer with the Association to seek mutually acceptable solutions where these conditions do not exist.

### **14.2. CALENDAR**

See attached calendar.

### **14.3. SNOW DAYS**

Scheduled days of student instruction which are not held because of conditions not within the control of school authorities such as inclement weather, fires, epidemics, mechanical break downs, or health conditions as defined by the city, county or state health authorities, will be rescheduled to insure the required amount of student contact hours as per State law. Teachers will receive their regular pay for days which are canceled but shall work on any rescheduled days with no additional compensation.

1. The parties agree to meet in an effort to mutually agree on when any make up days/hours should occur. In the event they are unable to agree, the days/hours will be added on to the end of the calendar set forth in Appendix D.
2. Should a day be rescheduled and insufficient students attend to count it as 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/hours at the end of the school year interferes with a teacher's scheduled return to school to upgrade his or her skills, the teacher may:
  - a. use his or her personal leave
  - b. use his or her sick leave or
  - c. apply for unpaid leave time.
4. Should the provisions of the state law be altered, the above provisions shall reflect the number of days required by the state

#### 14.4 THE SCHOOL DAY

The Board shall recognize the following right and responsibilities of teachers as it sets the schedules for the school day:

A teacher shall be required to report for duty no earlier than five minutes before the start of the student school day (7:55 a.m.) and remain no longer than fifteen minutes after the end of the student day (3:15 p.m.) except for parent or professional meetings. On Fridays and days vacation begin, teachers may leave their respective buildings as soon as the busses have left.

A teacher shall have a thirty (30) minute lunch period, free from duty, unless an emergency otherwise requires. In the event a teacher is called to assume an emergency responsibility, said teacher shall be compensated at the rate defined in Section 15.8 or they shall be given compensation time.

In grades 7-12 the teacher workday shall include not more than six (6) teaching periods.

A teacher shall be expected to attend all regularly scheduled professional meetings (e.g., building meetings, institutes, and professional organization meetings).

The Board and the Association agree that some supervisory responsibilities shared among the teachers on an equitable basis are necessary at student functions. The Principal shall determine to which of those events teacher attendance is expected, which are eligible for extra compensation, and from which teachers may be excused.

Assignments which are beyond this description of the school day and which are in excess of the basic professional responsibility shall be compensated in accordance with the extra-pay (for extra-duty) policy in the Salary Schedule.

When an extended school day program is in existence, the employee involved shall not be required to be on duty longer than would be expected under the regular school program.

#### 14.5. CALENDAR OF PROFESSIONAL STAFF MEETINGS

The Association shall be consulted by the Board in its construction of the Calendar of Professional Staff meetings.

The calendar shall provide release time (\*) for six (6) after school organizational meetings of the Association per school year.

\*Release time means to be released from the 15 minutes requirement of being available in the classroom after the students are dismissed and that the Association meetings may start immediately after the students are dismissed from school.

#### 14.6. FACULTY MEETINGS

Building faculty meetings, department meetings, and/or system-wide meetings shall be called only when necessary to insure the efficient functioning of the school program. No more than two (2) building meetings with the building principal will be scheduled per month before or after the student day for staff meetings. No more than one (1) district wide meeting with the Superintendent will be scheduled per trimester. Staff meetings and district-wide meetings will be limited to 60 minutes per meeting. This does not include "EMERGENCY" 10 minute meetings i.e.: teacher or student death; student accident, etc. or IEPC meetings.

#### 14.7. RELIEF FROM NON-TEACHING DUTIES

A teacher's primary responsibility is to teach and the teacher's energy should be utilized to this end. The Board and the Association recognize that teacher aides and clerical employees are useful and necessary in order to implement this principle.

Where other reasonable means can be implemented, teachers shall not be expected to perform the many quasi-clerical tasks that have become a part of the school program. Examples are: collection of moneys (e.g., for pictures, shop fees, insurance premiums); milk distribution; inventorying

of books; typing tests and duplicating educational materials; and the preparation and sending of form letters to parents.

14.8. ALLEVIATION OF OVERCROWDED CONDITIONS

The Board and the Association recognize that the availability of optimum school facilities for both student and teacher is desirable to insure the high quality education that is the goal of both the teacher and the Board.

14.9. Because the pupil-teacher ratio is an important aspect to an effective educational program, the parties agree to review class sizes. In grades K – 6/ self contained classrooms where class size exceeds thirty (30) students, the teacher will be paid \$4.00 per student per day excluding physical education, band, music and elementary art. Less than a full day will be prorated. In grades 7 – 12 the parties agree that the class size should meet the following standards:

7 <sup>th</sup> – 12 <sup>th</sup> Grade total number of students per teacher per day:
1/5 teacher = 30 students/day
2/5 teacher = 60 students/day
3/5 teacher = 90 students/day
4/5 teacher = 120 students/day
5/5 teacher = 150 students/day

Secondary class size per hour will be capped at 35 students. In the event a class size is over the standard for five consecutive days after the first day of each trimester, based on actual student attendance; the teacher will be paid \$3.00 per pupil per day, excluding physical education, band, and music .

Special education teachers with class membership above the State guidelines for class load (excluding TCs); will be compensated at \$3.00 per student per day.

In the K-6 area, the parties agree that the younger the child the greater the importance of smaller class sizes. If a problem develops regarding class sizes at this level, the Board and teacher representatives shall meet in an effort to reach a satisfactory solution which may include the employment of additional part time paraprofessional staff.

When assigning special needs students to regular classrooms, the Board will exercise special consideration of class sizes and assign aides where necessary for medical/physical reasons. Equal distribution among classes of special needs students shall be coordinated through the special needs teacher, classroom teacher, and the administration. Neither party to this agreement nor shall the agreement itself operate or foster physical or mental stereotypes.

14.10. PREPARATION TIME

Because teacher preparation time is an important aspect to an effective educational program, an average of 240 minutes of preparation time will be provided to each teacher per week over the course of each school year. Elementary preparation time may include, but not be limited to blocks of time for art, music, physical education and the like. In the event of financial constraints, this section may be temporarily set aside.

Teachers will not be required to attend intervention meetings or special education meetings which are held during the affected teacher’s preparation time.

**ARTICLE XV - SALARY SCHEDULE AND OTHER BENEFITS**

15.1 SALARY SCHEDULES

The salary schedules of teachers covered by this Agreement, and conditions governing such schedules, are set forth in Appendix A to this agreement which is attached hereto and made a part hereof.

15.2. LONG SERVICE INCREMENTS

1. General Provisions

\$350.00 to be paid starting with the 12<sup>th</sup> year, 16<sup>th</sup> year, 21<sup>st</sup> year and 26<sup>th</sup> year of service to North Huron Schools.

**Long Service Pay**

Year 12 - \$350.00	Year 21 - \$350.00
Year 16 - \$350.00	Year 26 - \$350.00

15.3. Required tuberculosis examination shall be filed annually by each teacher or as required by law.

15.4. Each teacher shall be entitled to receive his/her salary according to one of the following plans, at the option of the teacher. Pay shall be distributed to each teacher every second Friday commencing with the second Friday following the commencement of the school year. Those teachers choosing either options 2 or 3 below shall normally receive the 20th pay on the final teacher duty day of the school year, but in no case later than the following Friday.

The parties recognize that electronic transfer processes can be an efficient and cost saving alternative to the use of the traditional payroll checks as a means of meeting payroll obligations of the Board. The Board may, in its discretion and upon 30 days written notice to the Association and all affected bargaining unit

members, implement electronic transfer or other like processes for payroll purposes. The Association agrees to offer all reasonable cooperation to the Board in its efforts to implement electronic transfer processes. Option 3 will only be available to laid-off teachers. The pay plan options are as follows:

1. Total salary to be issued in twenty-six (26) equal gross pays.
2. Total salary to be issued in twenty (20) equal gross pays.
3. Total salary to be issued in twenty-six (26) equal gross pays with the option to collect the balance of the salary with the twentieth (20) pay.

#### 15.5. CREDIT FOR OUTSIDE EXPERIENCE

It was agreed that beginning with the 1995-96 school year, the Board would grant six (6) years credit for outside experience for all incoming teachers, not to be retroactive. In areas of teacher shortage, the Board and the Association shall have representatives meet to approve an exception and extend beyond the six (6) years credit for outside experience to fill a position.

- 15.6. The Board shall compensate extra duty responsibilities in lump-sum payments, payable within a reasonable period of time after completion but shall not exceed three (3) weeks following the last responsibility of the advisor/coach. Unless otherwise requested by the individual teacher, compensation for summer extra duty will be issued in a lump-sum payment in August. All such lump-sum installments will be paid in a check separate from normal payroll wages.

#### 15.7. SICK LEAVE REIMBURSEMENT

It is agreed that whenever a teacher retires or resigns from the system, they shall receive forty (\$40.00) dollars per day for all unused sick leave accumulated while employed by the North Huron Schools.

#### 15.8. PROFESSIONAL COMPENSATION

The hourly rate, as established below, is to be utilized where a teacher performs duties, authorized by the Administration, that fall outside the provisions of this Agreement pertaining to extra duty pay. The hourly rate formula shall be as follows: Contract days times 7.5 hours = Total contract hours. Base contract divided by total contract hours equals hourly rate.

Computation: Work days x 7.5 hours = total hours Contract pay of BA Base contract divided by total hours = hourly rate.

**ARTICLE XVI - STRIKE PROHIBITION**

The Association recognizes that strikes (as defined by Section 1 of Public Act 336 of 1947, as amended, of the Michigan Public Employment Relations Act) by teachers are contrary to law and public policy. The Board and the Association subscribe to the principle that differences shall be resolved by appropriate and peaceful means, in keeping with the high standards of the profession, without interruption of the school program. Accordingly, the Association agrees that during the term of this Agreement it shall not direct, instigate, participate in, encourage, or support any strike against the Board by any teacher or group of teachers.

**ARTICLE XVII - MATTERS CONTRARY TO AGREEMENT**

This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with terms contained in any individual teacher contracts heretofore in effect. All individual teacher contracts shall be made expressly subject to the terms of this Agreement.

**ARTICLE XVIII - AGREEMENTS CONTRARY TO LAW**

If any provisions of this Agreement or any application of the Agreement to any teacher or group of teachers shall be found contrary to law, then this provision or application shall be deemed invalid except to the extent permitted by law, but all other provisions hereof shall continue in full force and effect.

**ARTICLE XIX - DURATION**

This Agreement and all of its provisions (subject to any provisions hereof which are expressly stated to become effective at a later date) shall become effective upon the ratification of both parties. Notwithstanding the foregoing, however, this Agreement shall not become effective until it is:

Ratified by a majority of the members of the Association voting at a meeting duly called for such purpose and

Approved by the Board of Education of the North Huron Schools by resolution duly adopted.

This Agreement shall continue in full force and effect from July 1, 2007, to and including June 30, 2010.



Neither party shall demand any modifications to this Agreement; nor shall either of them be obligated to bargain collectively with the other with respect to any subject or matter referred to, any subject or matter not specifically referred to or covered herein, even though the same may not have been within the knowledge or contemplation of either party at the time of negotiations of this Agreement, unless the right to request subsequent negotiations as to a specific matter is expressly provided herein.

This contract may be amended in the following manner: by a unanimous vote of the Negotiations Committee and the Board Negotiations Committee; such action to be subject to an affirmative vote of both the Association and the Board.

Any notices required hereunder shall be sufficient if mailed:

TO THE BOARD: c/o Secretary of the Board of Education  
North Huron Schools  
P.O. Box 158  
Kinde, Michigan 48445

TO THE TCBA: President of the Tri-County Bargaining Association  
at an address provided thereby.

TO THE NHEA: President of the North Huron Education Association

IN WITNESS WHEREOF, The parties have executed this Agreement by their duly authorized representatives the day and year first above written.

FOR THE ASSOCIATION

FOR THE BOARD

\_\_\_\_\_  
President

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Chief Negotiator

\_\_\_\_\_

**APPENDIX A - SALARY SCHEDULE**

2007-2008 Salary Adjustment 1.00%(One Percent)

Step	BA	BA+20	BA+40 MA	BA+70 MA+15	MA+30
0	33,384	34,332	35,693	36,693	37,675
1	35,098	35,976	37,484	38,478	39,456
2	36,819	37,626	39,279	40,265	41,240
3	38,533	39,268	41,073	42,049	43,024
4	40,251	40,913	42,864	43,838	44,807
5	41,956	42,560	44,658	45,625	46,589
6	44,230	44,907	47,157	48,113	49,078
7	45,946	46,552	48,948	49,901	50,880
8	47,661	48,200	50,846	51,703	52,693
9	49,388	50,242	52,693	53,548	54,538
10	51,125	52,088	54,508	55,393	56,429
11	52,872	53,933	56,333	57,245	58,229

1. Up to six (6) years credit will be granted for outside experience.
2. Horizontal movement on the salary schedule must be based on graduate or undergraduate hours in an approved curriculum following approval of the District Superintendent.
3. In addition to the 1% base wage increase reflected above, Teachers will receive an off-schedule wage increase of .5% (one-half percent) of the base rate wage for the 2006-2007 school year paid over the course of the school year.

2008-2009 Salary Adjustment 1.00%(One Percent)

Step	BA	BA+20	BA+40 MA	BA+70 MA+15	MA+30
0	33,718	34,675	36,050	37,060	38,052
1	35,449	36,336	37,859	38,863	39,851
2	37,187	38,002	39,672	40,668	41,652
3	38,918	39,661	41,484	42,469	43,454
4	40,654	41,322	43,293	44,276	45,255
5	42,376	42,986	45,105	46,081	47,055
6	44,672	45,356	47,629	48,594	49,569
7	46,405	47,018	49,437	50,400	51,389
8	48,138	48,682	51,354	52,220	53,220
9	49,882	50,744	53,220	54,083	55,083
10	51,636	52,609	55,053	55,947	56,993
11	53,401	54,472	56,896	57,817	58,811

1. Up to six (6) years credit will be granted for outside experience.
2. Horizontal movement on the salary schedule must be based on graduate or undergraduate hours in an approved curriculum following approval of the District Superintendent.

## 2009-2010 Salary Adjustment 1.00% (One Percent)

Step	BA	BA+20	BA+40 MA	BA+70 MA+15	MA+30
0	34,055	35,022	36,411	37,431	38,433
1	35,803	36,699	38,238	39,252	40,250
2	37,559	38,382	40,069	41,075	42,069
3	39,307	40,058	41,899	42,894	43,889
4	41,061	41,735	43,726	44,719	45,708
5	42,800	43,416	45,556	46,542	47,526
6	45,119	45,810	48,105	49,080	50,065
7	46,869	47,488	49,931	50,904	51,903
8	48,619	49,169	51,868	52,742	53,752
9	50,381	51,251	53,752	54,624	55,634
10	52,152	53,135	55,604	56,506	57,563
11	53,935	55,017	57,465	58,395	59,399

1. Up to six (6) years credit will be granted for outside experience.
2. Horizontal movement on the salary schedule must be based on graduate or undergraduate hours in an approved curriculum following approval of the District Superintendent.



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Head Football	9.5-10.5-11.5
Assistant Varsity Football	6-7-8
Head Basketball	9.5-10.5-11.5
Varsity Baseball	7-8-9
Varsity Softball	7-8-9
Varsity Track *	7-8-9
Varsity Volleyball	9.5-10.5-11.5
Varsity Cross Country	4.5-5.5-6.5
Varsity Golf	4-4.5-5
Cheerleaders (High School)	4-5-6
JV Football	5.5-6.5-7.5
Assistant JV Football	4-5-6
Junior High Football	5-5.5-6
JV Volleyball	5.5-6.5-7.5
JV Basketball	5.5-6.5-7.5
JV Baseball	4-4.5-5
JV Softball	4-4.5-5
Freshman Coaches	3-3.5-4
7 <sup>th</sup> Grade Basketball	4-4.5-5
8 <sup>th</sup> Grade Basketball	4-4.5-5
Combined 7 <sup>th</sup> & 8 <sup>th</sup> Grade Basketball	5.5-6-6.5
Junior High Track Combined	3.5-4-4.5
7 <sup>th</sup> Track	2.5-3-3.5
8 <sup>th</sup> Track	2.5-3-3.5
8 <sup>th</sup> Volleyball	2-2.5-3
7 <sup>th</sup> Volleyball	2-2.5-3
3-4 Pee Wee Boys Basketball	1.25-1.5-1.75
3-4 Pee Wee Girls Basketball	1.25-1.5-1.75
5-6 Pee Wee Boys Basketball	1.25-1.5-1.75
5-6 Pee Wee Girls Basketball	1.25-1.5-1.75
5-6 Pee Wee Girls Volleyball	1.25-1.5-1.75
Intramurals (10 week program)	3.0
Cheerleaders (7 <sup>th</sup> and 8 <sup>th</sup> )	2.0

\*Track will have two varsity coaches, boys and girls, each paid at the above percentage, if there are at least 20 total participants. If less, then only one head coach may be hired.

**APPENDIX C - INSURANCE**

For the 2007-2008 school year, the Board shall pay the insurance premiums less the teacher co-pay for MESSA Choices II PPO for a full twelve (12) month period for the teacher and his/her entire family. Teachers shall pay a \$50/month co-pay for MESSA Choices II PPO.

For the 2008-2009 school year, the Board shall pay the insurance premiums less the teacher co-pay for MESSA Choice II PPO for a full twelve (12) month period for the teacher and his/her entire family. Teachers shall pay a \$70/month co-pay for MESSA Choices II PPO.

For the 2009-2020 school year, the Board shall pay the insurance premiums less the teacher co-pay for MESSA Choice II PPO for a full twelve (12) month period for the teacher and his/her entire family. Teachers shall pay a \$90/month co-pay for MESSA Choices II PPO.

The Board shall sign an employer participation agreement. In addition to MESSA-PAK, the Board shall pay premiums subject to applicable co-pays set forth above by the teacher for health coverage for sponsored dependents as defined by MESSA for a full twelve (12) month period.

Teachers not electing MESSA Choices II PPO will select MESSA-PAK Plan B plus receive option money shown below to be applied to an MEA Financial Services T.D.A. or toward MESSA non-taxable variable options. Any contribution amounts exceeding the Board’s subsidy shall be payroll deducted. An open enrollment period shall be provided whenever contribution subsidy amounts change for the groups.

The District will maintain its existing IRS § 125 Plan to enable Employees to utilize pre-tax funds for health insurance co-pays.

	Plan A (for employees electing health insurance)	Plan B (for employees not electing health insurance)
Health	Choices II PPO	
Long Term Disability	66 2/3% \$3500 Maximum 90 Calendar Days Modify Fill Pre Existing Condition Waiver Freeze on Offsets Alcoholism/Drug 2 year limitation Mental/Nervous 2 year limitation	Same as Plan A
Negotiated Life	\$40,000 with AD & D	\$50,000 with AD & D
Vision	VSP 2 Silver	VSP 2 Silver
Dental	90/80/80; \$1600 Ortho	90/80/80; \$1700 Ortho

	Plan A (for employees electing health insurance)	Plan B (for employees not electing health insurance)
Option Money		\$210 toward options/ annuities (not included in Plan B rate)

APPENDIX D - SCHOOL CALENDAR  
 NORTH HURON SCHOOLS  
 2007-2008 CALENDAR  
 (trimester)

Teacher In-service Days	Aug. 27, 28, 30, 31*
County-Wide In-service	Aug. 29*
Classes begin - Full day	Sept. 4
Parent-Teacher conferences	
Students have AM classes	
All students	Oct. 17 (½)
Opening Day of Deer Hunting – no classes	Nov. 15
Thanksgiving Break	Nov. 21 (½)-23
Classes Resume	Nov. 26
End of 1 <sup>st</sup> Trimester	Nov. 30
Winter Break	Dec. 24 – Jan. 1
Classes resume	Jan. 2
Parent-Teacher conferences	
Students have AM classes	
All students	January 23 (½)
President’s Day, no classes	Feb. 15 (½)-18
End of 2 <sup>nd</sup> Trimester	March 7
Good Friday	March 21
Spring Break	March 31 – April 4
Classes Resume	April 7
Memorial Day, no classes	May 26
Graduation	June 1
Last day, students	June 5
Teacher day	June 6 (½)

½ days – 12:30 dismissal

Oct. 17	PT conferences
Nov. 21	Thanksgiving break
Nov. 30	Trimester change ½ teacher work day
Jan. 23	PT conferences
Feb. 15	President’s Day weekend
March 7	Trimester change ½ teacher work day

180 student days

184 teacher day

\* 3½ days attendance required



APPENDIX D - SCHOOL CALENDAR  
 NORTH HURON SCHOOLS  
 2008-2009 CALENDAR  
 (trimester)

Teacher In-service Days	Aug. 25 – 29*
Classes begin - Full day	Sept. 2
Parent-Teacher conferences	
Students have AM classes	
All Students	Oct. 15 (½)
End of 1 <sup>st</sup> Trimester	Nov. 26
Thanksgiving Break	Nov. 26 (½)-28
Classes Resume	Dec. 1
Winter Break	Dec. 22 – Jan. 2
Classes resume	Jan. 5
Parent-Teacher conferences	
Students have AM classes	
All students	Jan. 28 (½)
President's Day, no classes	Feb. 13 (½) - Feb. 16
End of 2 <sup>nd</sup> Trimester	March 6
Spring Break	April 6 – April 10
Classes Resume	April 13
Memorial Day, no classes	May 25
Graduation	May 31
Last day, students	June 5
Teacher day	June 8 (½)

½ days – 12:30 dismissal

Oct. 15	PT conferences
Nov. 26	Thanksgiving break
Jan. 28	PT conferences
Feb. 13	President's Day weekend
March 6	Trimester change
June 8	Teacher last day

180 student days

184 teacher day

\* 3 ½ days attendance required

## APPENDIX D - SCHOOL CALENDAR

**NORTH HURON SCHOOLS  
2009 - 2010 CALENDAR  
(trimester)**

Teacher In-service Days	Aug. 31 – Sept. 4 *
Classes begin - Full day	Sept. 8
Parent-Teacher conferences	
Students have AM classes	
All Students	Oct. 21 (½)
End of 1 <sup>st</sup> Trimester	Nov. 25
Thanksgiving Break	Nov. 25 (½)-27
Classes Resume	Nov. 30
Winter Break	Dec. 23 – Jan. 1
Classes resume	Jan. 4
Parent-Teacher conferences	
Students have AM classes	
All students	Jan. 27 (½)
President's Day, no classes	Feb. 12 (½) - Feb. 15
End of 2 <sup>nd</sup> Trimester	March 5
Spring Break	April 2 – April 9
Classes Resume	April 12
Memorial Day, no classes	May 31
Graduation	June 6
Last day, students	June 10
Teacher day	June 11 (½)

½ days – 12:30 dismissal

Oct. 21	PT conferences
Nov. 25	Thanksgiving break
Jan. 27	PT conferences
Feb. 12	President's Day weekend
March 5	Trimester change
June 11	Teacher last day

180 student days

184 teacher day

\* 3½ days attendance required

**APPENDIX E - GRIEVANCE FORM**

GRIEVANCE NO. \_\_\_\_\_  
LEVEL I

NAME OF GRIEVANT \_\_\_\_\_ TIME AND DATE  
OF \_\_\_\_\_ SUBMISSION CONTRACT PROVISION(S) VIOLATED:  
ARTICLE \_\_\_\_\_ SECTION \_\_\_\_\_ TIME AND DATE OF  
ALLEGED CONTRACTUAL VIOLATION: TIME \_\_\_\_\_ DATE \_\_\_\_\_  
EMPLOYEE(S) INVOLVED IN  
GRIEVANCE: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

STATEMENT OF ISSUE: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SYNOPSIS OF FACTS GIVING RISE TO THE ALLEGED  
VIOLATION: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ACTION OR RELIEF SOUGHT: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SUBMITTED  
BY: \_\_\_\_\_

NOTE: Use extra sheets of paper, if needed, for any areas of form.

THIS SECTION TO BE FILLED IN BY PRINCIPAL

TIME AND DATE WRITTEN GRIEVANCE WAS SUBMITTED TO YOU: \_\_\_\_\_, 20\_\_

PLACEWRITTENANSHERE: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

SIGNATURE: \_\_\_\_\_ TIMEANDDATE \_\_\_\_\_ 20\_\_

PRINCIPALRECEIPTACKNOWLEDGEDBY:

\_\_\_\_\_  
ASSOCIATION REPRESENTATIVE

TIME AND DATE: \_\_\_\_\_, 20\_\_

THIS SECTION TO BE FILLED IN BY ASSOCIATION REPRESENTATIVE WAS THE DISPOSITION BY THE PRINCIPAL:

\_\_\_\_\_ SATISFACTORY \_\_\_\_\_ UNSATISFACTORY

POSITIONOFASSOCIATION: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SIGNATURE:

\_\_\_\_\_  
ASSOCIATION REPRESENTATIVE

TIMEAND DATE: \_\_\_\_\_, 20\_\_

RECEIPTACKNOWLEDGEDBY:

\_\_\_\_\_  
SUPERINTENDENT

TIME AND DATE: \_\_\_\_\_, 20\_\_

LEVEL 2

THIS SECTION TO BE FILLED IN BY SUPERINTENDENT (OR HIS AGENT)

PLACEWRITTENANSWERHERE: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SIGNATURE: \_\_\_\_\_  
TIME AND DATE: \_\_\_\_\_, 20\_\_\_\_\_  
SUPERINTENDENT

RECEIPTACKNOWLEDGEDBY: \_\_\_\_\_  
ASSOCIATION REPRESENTATIVE  
TIME AND DATE: \_\_\_\_\_, 20\_\_\_\_\_

\*\*\*\*\*  
THIS SECTION TO BE FILLED IN BY ASSOCIATION REPRESENTATIVE

WAS THE DISPOSITION BY THE SUPERINTENDENT:  
\_\_\_\_ SATISFACTORY  
\_\_\_\_ UNSATISFACTORY

POSITIONOFASSOCIATION: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SIGNATURE: \_\_\_\_\_  
TIME AND DATE: \_\_\_\_\_, 20\_\_\_\_\_  
ASSOCIATION REPRESENTATIVE

RECEIPTACKNOWLEDGEDBY: \_\_\_\_\_  
SUPERINTENDENT OR BOARD REPRESENTATIVE  
TIME AND DATE: \_\_\_\_\_, 20\_\_\_\_\_

LEVEL 3

THIS SECTION TO BE FILLED IN BY THE BOARD OF EDUCATION (OR ITS AGENT)

PLACEWRITTENANSWERHERE: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

THE ASSOCIATION DOES/DOES NOT INTEND TO PROCESS THE GRIEVANCE THROUGH ARBITRATION.

SIGNATURE: \_\_\_\_\_  
TIME AND DATE: \_\_\_\_\_, 20\_\_\_\_\_  
ASSOCIATION REPRESENTATIVE

RECEIPT  
ACKNOWLEDGED BY: \_\_\_\_\_  
BOARD OF EDUCATION  
TIME AND DATE: \_\_\_\_\_, 20\_\_\_\_\_

**APPENDIX F - PERSONAL BUSINESS LEAVE FORM**

Date \_\_\_\_\_

I hereby request a personal business day on \_\_\_\_\_

Signed \_\_\_\_\_

\*\*\*\*\*

Date \_\_\_\_\_

This request for a personal business day has been submitted to me on the date indicated above, to be forwarded to the Superintendent for action.

\_\_\_\_\_  
Principal

\*\*\*\*\*

Date \_\_\_\_\_

The above request is hereby                      APPROVED                      DISAPPROVED

\_\_\_\_\_ Failed to fulfill time requirements

\_\_\_\_\_ Before a holiday

\_\_\_\_\_ Day is utilized by three other faculty members

\_\_\_\_\_

\_\_\_\_\_  
Superintendent

- 1st Copy - Superintendent
- 2nd Copy - Principal
- 3rd Copy - Teacher

