

1. **AGREEMENT**

This Agreement is entered into by and between the Huron Board of Education, hereinafter called the “Employer” and the Huron Education Association/MEA/NEA, hereinafter called the “Association”.

2. **RECOGNITION**

A. The Employer hereby recognizes the Association as the sole and exclusive bargaining representative for all professional personnel certified and non-certified of the Huron School District, whether under contract, on leave, or on a per diem, hourly, or class rate basis, excluding substitute teachers, in the K-12 program. Such representation shall cover all personnel assigned to newly created professional positions unless the parties agree in advance that such positions are principally supervisory and administrative.

B. Such representation shall exclude superintendent, assistant superintendents, directors of school and community relations, directors of adult education, adult education staff, principals, assistant principals, business manager, athletic director, and the titles of any other positions which are “supervisory” within the meaning of PERA. The terms “Teacher” or “bargaining unit member” shall include both certified and non-certified employees within the recognized bargaining unit set forth above. Certificate shall include a provisional, continuing, professional education, temporary vocational authorization, full vocational authorization, occupation and professional certificate with occupational education certificate. It shall include those individuals employed pursuant to Section 1233 (b) of the School Code of 1976, being Section 380.1233 (b) of the Michigan Compiled Laws and those individuals employed

pursuant to an annual vocational authorization or other temporary approval as defined in the State Board of Education administrative rules.

- C. The bargaining unit shall include those teachers employed by the School District who are now assigned to the consortium programs, the Downriver Career-Technical Consortium which includes these school districts: Airport, Allen Park, Flat Rock, Gibraltar, Grosse Ile, Huron, Riverview, Southgate, Trenton, Woodhaven, and any other districts brought into the Consortium at a future date, and Special Education Consortium which includes these districts: Flat Rock, Gibraltar, Grosse Ile, Huron and any other districts brought into the Consortium at a future date. Such teachers shall retain the right to appointment in the regular education program, consistent with the rights provided by this Agreement, should the teacher be terminated by the Consortium Program due to a necessary reduction in personnel.
- D. The Employer agrees not to negotiate with or recognize any teachers' organization or union other than the HEA/MEA/NEA for the duration of this Agreement.

3. **EXTENT OF AGREEMENT**

- A. This agreement shall constitute the full and complete commitment between both parties. This Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in written and signed amendment to this Agreement.
- B. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

C. Copies of the Agreement shall be printed at the expense of the Employer in a format agreed upon by the Employer and the Association within thirty days after the Agreement is signed and presented to all teachers now employed, or considered for employment. The Employer shall furnish the Association with 30 copies of the Master Agreement for its use.

4. **DURATION OF AGREEMENT**

A. This Agreement shall become effective upon ratification by both parties and shall remain in effect until midnight on the 31st day of August, 2006.

B. If pursuant to negotiations, an agreement on the renewal (or modification) is not reached prior to the expiration date, this agreement shall expire at such expiration date unless it is extended for a specific period or periods by mutually agreeing parties.

C. The Association or the Board will notify the other of their intent to open negotiations for a new contract by January 15, 2006. Any notice required hereunder shall be sufficient if mailed to the Board in care of the Superintendent of Schools or to the Association in care of the President of the Association.

D. **IN WITNESS WHEREOF**, the parties have executed this Agreement by their duly authorized representatives the month, day and year first below written.

HURON BOARD OF EDUCATION

HEA/MEA/NEA

President

President

Secretary

Vice-President

Date

Chief Negotiator

Team Member

Team Member

Team Member

5. **MAINTENANCE OF STANDARDS**

- A. The duties of any teacher or the responsibilities of any position in the bargaining unit will not be transferred to a person not a member of the bargaining unit without prior negotiation with the Association.
- B. The Board agrees to refrain from employing teachers as permanent substitutes, long term substitutes, teaching consultants and teaching coordinators or in any other capacity or with any other title where to do so would constitute an attempt to, or have the effect of, removing or excluding a permanent full time or permanent part time bargaining unit position or work, teaching vacancy, or similar position giving rise to tenure rights, from the bargaining unit or otherwise from coverage under the collective bargaining Agreement, or which would result in the continued layoff of

regular teachers in the School District, or which would result in the reduction of salary, fringe benefits or the denial of the right to collectively associate and bargain on the part of the person assuming said position or formerly occupying said position.

6. **CONTINUITY OF OPERATIONS**

- A. Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operations. Since the parties are establishing a comprehensive grievance procedure under which unresolved disputes may be settled by an impartial third party, the parties have removed the basic cause of work interruptions during the period of this Agreement. The Association accordingly agrees that it will not, during the period of this Agreement, directly or indirectly engage in or assist in any strike against the Employer (as said term is defined by the Public Employment Relations Act).
- B. Nothing in this Article shall require the Employer to keep schools open in the event of severe inclement weather or when otherwise prevented by an act of God.

7. **ASSOCIATION UNION DUES, FEES AND PAYROLL DEDUCTION**

- A. The Employer agrees to deduct from the salaries of teachers, dues or a representation fee for the Association (local union, HEA/MEA/NEA) when authorized in writing by each teacher to make such deduction. This authorization shall continue in effect from year to year unless altered by September 15.
- B. Dues shall be deducted in ten equal installments, beginning with the second paycheck and continuing with each check until paid in full. The Association shall give written notification to the Board of Education of the amount of the dues which are to be

- deducted that school year by September 15. Dues deducted for the Association shall be remitted after each deduction to the designated financial officer of the Association.
- C. The right to refund to a teacher, monies deducted from their salaries under such authorization, shall lie solely with the Association.
 - D. The Employer will make payroll deductions, upon written authorization from a teacher, for annuities, credit unions, savings bonds, and/or any other plan or program currently in effect and new programs to be agreed upon by the Board and the Association. Said authorization designating deductions, shall be delivered to the payroll office on or before September 15. If, during the year, changes in the deductions become necessary, said changes shall be authorized in writing and presented to the Business Office.
 - E. Contractual salaries will be divided by 26 to determine the gross biweekly amount. This will be paid to the employee biweekly, less FICA, federal and state income tax, and any other deductions selected by the employee.
 - F. All checks will clearly indicate the reasons for all deductions.
 - G. Should a regular pay date fall during a period when school is not in session, teachers shall receive the check due on that date on the last day prior to the recess dated the last day prior to the recess unless the cash flow of the District prohibits it. In that event, the check will be dated the day the check is normally due. This does not refer to the summer months.
 - H. Summer paychecks shall be mailed to those individuals who are to receive them. All others may be picked up at the Business office during regular hours.

8. **FINANCIAL RESPONSIBILITIES**

A. Agency Shop – Mandatory Deductions

Each bargaining unit member shall, as a condition of employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, join the Association, or pay a service fee to the Association pursuant to the Association “policy regarding objections to Political-Ideological expenditures” and the administrative procedures adopted pursuant to that policy. The service fee shall not exceed the amount of Association dues collected from union members. In the event that the bargaining unit member shall not pay such service fee directly to the Association, or authorize payment through payroll deduction, the employer shall, pursuant to MCLA 408.477; MSA 17.277(7) and at the request of the Association, deduct the service fee from the bargaining unit member’s wages and remit same to the Association. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each bargaining unit member. Monies so deducted shall be remitted to the Association or its designee, no later than twenty (20) days following deduction.

B. Pursuant to Chicago Teachers Union V. HUDSON, 106 S CT 1066 (1966), the Association established a “policy regarding objections to political-ideological expenditure.” That policy, and the administrative procedures (including the timetable for payment) pursuant thereto applies only to non-union bargaining unit members. The remedies set forth in that policy shall be exclusive, and unless and until such procedures, including any administrative or judicial review thereto shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining

unit member concerning the application and interpretation of this article shall be subject to the grievance procedure set forth in this Agreement, or any other administrative or judicial procedure.

C. In the event of any legal action against the employer brought in a court or administrative agency because of its compliance with this article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:

(1) The Employer gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires, and

(2) The Employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.

(3) The Association shall have complete authority to compromise and settle all claims which it defends under this section. The Association agrees that in any action so defended, it will indemnify and hold harmless the Employer from any liability for damages and costs imposed by a final judgement of a court or administrative agency as a direct consequence of the Employer's compliance with this Article 8, but this does not include any liability for unemployment compensation paid under the Michigan Employment Security Act.

D. Any bargaining unit member who is a member of the Association, or who has applied for membership, may sign and deliver to the Employer an assignment authorizing deduction of dues, assessments and contributions to the Association as established by the Association. Such authorization shall continue in effect from year-to-year unless revoked according to the procedures outlined in the MEA Constitution, By-laws, and Administrative Procedures.

E. Upon appropriate written authorization from the bargaining unit member, the Employer shall deduct from the salary of any such bargaining unit member and make

appropriate remittance for MEA financial services sponsored programs (tax deferred annuities, auto insurance, homeowner's insurance, etc.) credit union, savings bonds, charitable donations, MEA-PAC/NEA-PAC contributions or any other plans or programs jointly approved by the Association and Employer.

- F. Due to certain requirements established in recent court decisions, the parties acknowledge that the amount of the fee charged to non-members along with other required information may not be available and transmitted to non-members until mid-school year (December, January, or February). Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the representation fee by non-members shall be activated thirty (30) days following the Association's notification to non-members of the fee for that given school year.

9. **PROFESSIONAL GRIEVANCE PROCEDURE**

- A. A grievance shall be an alleged violation, misapplication, or misinterpretation of the expressed terms and conditions of this contract.
- B. The Association shall designate their representatives to handle grievances when requested by the grievant. The Employer hereby designates the principal of each building to act as its representative at Level One as hereinafter described.
- C. The term "days" as used herein shall mean days in which school is in session, or during summer break, it means weekdays excluding Saturdays and Sundays.
- D. Written grievances as required herein shall contain the following:
1. It shall be signed by the grievant or grievants;
 2. It shall contain a synopsis of the facts giving rise to the alleged violation;
 3. It shall cite the Section or Subsections of this contract alleged to have been violated;

4. It shall contain the date of the alleged violations;
 5. It shall specify the relief requested.
- E. Any written grievance not substantially in accordance with the above requirements may be rejected as improper. Such a rejection shall not extend the limitations hereinafter set forth.

LEVEL ONE – A teacher or the Association believing himself wronged by an alleged violation shall within ten (10) work days of its alleged occurrence (or reasonable knowledge of same) orally discuss the grievance with the building principal or appropriate supervisor in an attempt to resolve same. When a grievance affects more than one building, the grievance shall move directly to Level Two.

If no resolution is obtained within ten (10) workdays of the discussion, the Association shall reduce the grievance to writing and proceed within ten (10) days of said discussion to Level Two.

LEVEL TWO – A copy of the written grievance shall be filed with the Superintendent or his designated agent as specified in Level One with the endorsement thereon of the Association. Within ten (10) days of receipt of the grievance, the Superintendent or his designated agent shall arrange and hold a meeting with grievant and the designated local Association representative to discuss the grievance. Within ten (10) days of the discussion the Superintendent or his designated agent shall render his decision in writing, transmitting a copy of the same to the Association, the Grievance Chairperson of the Association and the principal of the building in which the grievance originated.

LEVEL THREE

1. Within thirty (30) calendar days upon receipt of the Superintendent's decision, the Association may submit the matter to the American Arbitration Association in the event the decision is unsatisfactory to the Association.
2. The arbitrator shall be selected in accordance with the rules, regulations and methods recommended by the American Arbitration Association.
3. The decision of the arbitrator shall be final and conclusive and binding upon employees, the Employer and the Association; subject to the right of the Board or the Association to judicial review.
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 or to change any existing salary schedule.
 - c) He/she shall have no power to change any practice, policy or rule of the Board nor substitute his judgement for that of the Employer as to the reasonableness of any such practice, policy, rule or any action taken by the Board, except where such practice, policy, rule or action is in conflict with this Agreement.
 - d) He/she shall have no power to interpret state or federal law except as specifically mentioned in the Agreement.
 - e) He/she shall not hear any grievance barred from the scope of the grievance procedure.
- 5. After a case on which the arbitrator is empowered to rule hereunder has been referred to him/her, it may not be withdrawn by either party except by mutual consent.
 - 6. If either party disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall first rule on the arbitrability of the grievance.
 - 7. The cost of the arbitrator shall be borne equally by the parties except each party shall assume its own costs for representation.
 - 8. All arbitration hearings will be conducted at the employer's central office unless the parties mutually agree otherwise.
- F. Should the Association fail to institute a grievance within the time limits specified, or fail to appeal a decision within the limits specified, the grievance will not be processed.
- G. Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or nonoccurrence of the event upon which the grievance is based. In no event, however, shall the settlement be earlier than seventy-five (75) days prior to the date on which the grievance is filed.

H. Matters in which a petition for review or appeal have been filed with the Michigan Tenure Commission pursuant to the Michigan Teachers' Tenure Act are not arbitrable. The rights afforded under the act are a teacher's sole and exclusive remedy once a petition/appeal has been filed and neither the teacher nor the Association may file or process a grievance which arises under the same circumstances, transaction or action.

10. **SCHOOL CALENDAR**

A. The parties agree that all aspects of the school calendar, excluding the first day of school, are negotiable including length of the school year, and further agree that the school calendar shall be set forth in Appendix C. Any deviation shall be by mutual written consent.

B. New employees may be required to report for two days of orientation.

C. Employees shall have one week after the students' last day in which to complete their end-of-the-year duties, but it is preferred that the report cards be completed first.

D. The per diem compensation shall be based on a 184 day contract year for 2003-2004.

If the State of Michigan changes the required number of instructional days or hours such that it impacts the negotiated calendar, the Huron Board of Education and the Huron Education Association agree to bargain over the impact.

E. Each semester shall end with three half-days for students and a record day on the last day providing that the District is on a six hour day.

F. **Rescheduled Instructional Days**

1. It is understood and agreed that the school calendar as specified in the collective bargaining agreement has been constructed so as to maximize student contact time and achievement. However, the parties recognize that due to conditions not within the control of school authorities, such as, but not limited to, severe storms, fires, epidemics, or health conditions as defined by City, County or State health authorities, there may be days when pupil instruction is scheduled but not provided. Therefore, if

- the number of days of pupil instruction falls below the minimum required number of days and minimum required number of hours, as provided by this contract then sufficient day(s) of pupil instruction will be rescheduled and provided on a day(s) contiguous with the end of the school year unless otherwise mutually agreed between the district and the association.
2. It is understood and agreed that the rescheduling of days may vary from one level or one building to another dependent on the number of instructional days provided for each level or building. It may occur that elementary schools will be rescheduled when the middle and high schools are not. However, all levels and buildings shall be required to meet the minimum contractual days and hour requirements.
 3. On such day(s) when pupil instruction is not provided, H.E.A. members will not be required to work. H.E.A. members will be notified by telephone no later than ninety (90) minutes prior to their scheduled starting time. H.E.A. members will be required to work on the rescheduled day(s) as if it were a regularly scheduled work day(s).
 4. On the rescheduled work day(s), the School District will not pay nor will H.E.A. members receive any additional compensation, insurance benefits or fringe benefits under the Contract.

11. **NEGOTIATIONS PROCEDURES**

- A. Representatives of the Employer and the Association's bargaining committees will meet on or before September 30 and various times thereafter as the need arises for the purpose of reviewing the administration of the contract and to resolve potential problems.
- B. The party requesting the meeting is to submit to the other, on or before Friday prior to the meeting, an agenda covering what they wish to discuss.
- C. Should such a meeting result in a mutually acceptable amendment to the Agreement, then the amendment shall be subject to ratification by the Employer and the Association provided that the bargaining committee shall be empowered to effect temporary accommodations to resolve special problems.

- D. While the parties will use their best efforts to conduct negotiations during hours when school is not in session, when negotiations are conducted during regular school hours, release time shall be provided for the Association's negotiating committee.
- E. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.
- F. There shall be six signed copies of any final agreement. One copy shall be retained by the Employer, four by the Association and one by the Superintendent.

12. **DEFINITION OF TERMS**

School Year - As defined by calendar.

School Attendance - This is according to the School calendar.

Days - Days when teachers are required to be in attendance.

Calendar Days - Monday through Sunday.

Normal Duty Day - May not exceed seven (7) hours thirty (30) minutes during the 2003-2004, 2004-2005, and 2005-2006 school years.

Staff members - All teachers and administrators.

13. **ASSIGNMENTS**

- A. The Employer agrees that employees shall not be assigned outside the scope of their teaching certificate.
- B. It is desirable that employees have a firm assignment by May 15. However, changes in (1) financial conditions, (2) course demands because of student course selection

process, (3) termination of staff, and (4) student population may require that the present staff assignments be changed temporarily to adjust to new situations.

C. Through the procedures of the assignment committee, all teachers affected by the need for adjustment will have an opportunity to share in the decision making about assignments.

D. Posting Procedures

Whenever a vacancy, as defined in this Article 13, Assignments, occurs during the school year the district shall inform the HEA members by posting a written notice of the vacancy for a period of not less than ten teachers' work days on the HEA and office bulletin boards.

During the summer the posting shall be e-mailed or mailed to HEA members fourteen calendar days in advance of the filling of the position unless the member has indicated in writing that he/she does not wish to receive any postings during the summer.

Beginning August 1 each year the district shall notify HEA members of a vacancy but may immediately fill it.

DEFINITIONS

Vacancy - When new staff members will be added. Conditions which will result in a vacancy could be (1) with an improvement in economic situation, additional course offering will necessitate additional staff; (2) when an employee leaves the district and improved economic situations allow for filling the vacancy by adding staff; and (3) when an employee leaves the district, there is no one among the professional staff with the required certification.

Assignments - The May 15 tentative placement in a building grade level, program or subject area or specific courses.

Reassignment - Any change in assignment after May 15.

Transfer - An employee desiring transfer to a different class, building, or position shall request such in writing by March 15, on forms furnished by the Assignment Committee, one copy of which shall be filed with the Superintendent, and one with the Assignment Committee and one with the local Association. The application shall set forth the reasons, if any, for transfer, school, grade, position sought, and the applicant's certification. Such requests shall be renewed annually by the teacher to retain active consideration by the Assignment Committee.

14. **ASSIGNMENT COMMITTEE**

A committee shall be formed for the purpose of determining assignments, reassignments and the filling of vacancies. The committee shall consist of four (4) members selected by the Association and four (4) administrators selected by the Superintendent. Meetings will be called by the Superintendent within five (5) days of notification of change of staffing. The Committee shall review available options and render a decision. In the event that no decision can be reached by the committee the Superintendent shall make the decision. Bargaining unit members shall have three (3) days in which to file appeals and present additional information for reconsideration.

15. **REDUCTION**

In the event that a teacher reduction becomes necessary or apparent in the opinion of the Employer, the following criteria and procedure shall be used:

- 1) No employee will be laid off for the Fall semester unless he/she has been informed of such discontinuance prior to May 1.

- 2) Following the start of the school year, in the event that a professional staff reduction becomes necessary due to unexpected change in funding or a decrease in student enrollment, the Employer may initiate staff reductions or layoffs effective the beginning of the second semester with sixty (60) calendar days notification to be given.
- 3) Should financial conditions necessitate a reduction in staff, the Assignment Committee will follow the same procedure as for assignments. When the Employer establishes system-wide needs, it will also be determining the number of teachers needed for the following year. The Employer and the Association will fully explore all reasonable avenues for the placement of teachers before deciding on reduction. The Assignment Committee will then have a specific number of teachers to place in position, and place those tenured teachers with highest seniority first in positions for which they are certified.
- 4) Exceptions may be made for those areas of special certification; such as vocationally reimbursable, counselors, and specialized certification.
- 5) The Employer, whenever possible, will consider placing employees with specialized certification in reimbursable areas in order to retain more teachers in the district.

16. **SENIORITY**

- A. Seniority shall be defined as the length of employment as an employee in the Huron School District.
- B. Seniority date shall be the day/date that the board officially approves the hiring of the teacher or the first day of work as a bargaining unit member, whichever come first.
- C. When several employees have the same seniority date, those with the greatest number of years of teaching experience in a public school will have the greatest seniority. If the number of years of experience are equal, those with the highest educational degree will have the highest seniority.
- D. If the years of experience and educational achievement are the same, seniority will be determined by a lottery.

- E. A district-wide seniority list shall be established by the Employer by the beginning of each school year and posted in each building for verification by the local Association. This list shall include seniority and seniority date.
- F. Teachers on leaves will be placed on the seniority list according to the terms of the leave policy.
- G. Administrators in the district who have tenure as a teacher shall be granted years of seniority on the following basis:
 - 1) Administrators who taught previously in the district shall be granted credit for all of their teaching experience plus their administrative experience within the district.
 - 2) Administrators who have not taught in the district shall be granted credit for their district administrative experience.

17. **VOLUNTARY LAYOFF**

- A. Should a reduction be necessary, teachers may volunteer for layoff, shared positions, or part time positions with the Assignment Committee's approval. The Assignment Committee will have determined that this reduction will not harm the educational program or add to the financial difficulties of the district. Such employees will receive full fringe benefits. Upon return to the district, they will accrue the seniority as if they had taught in the district and return to the same or like positions. All voluntary layoffs, shared positions, and part time positions shall be for the period of one school year, but may be extended each year if the proper approvals are obtained from the Association, the Assignment Committee, the superintendent and the Board.
- B. It is understood that if a teacher who was granted voluntary layoff fails to return to his/her employment at the end of said voluntary layoff, that teacher shall be

terminated through resignation. Voluntary layoffs may be granted for up to one year and may be extended annually by the Assignment Committee.

18. **BENEFITS FOR INVOLUNTARY LAYOFF**

- A. Laid off teachers will be recalled to the first teaching vacancy for which they are certified in the reverse order of the release. Wherever possible, the employee shall be returned to the same position or a position of like nature. No loss of experience factor granted by the district or tenure shall occur. It is understood that the Employer will notify, by certified mail, a teacher who is to be recalled at the last known address of said teacher. The recalled teacher shall have ten (10) calendar days from the receipt of the notice of recall to accept the offered position. A rejection of a full time position or failure to respond in ten (10) calendar days will be considered a resignation, provided that if a vacancy occurs during the school year, an individual may refuse that position for said school year.
- B. An employee desiring to substitute teach shall notify the District in writing and shall, if he/she desires, have priority on the substitute list, according to seniority.
- C. Provisions for early retirement shall be made for the employee who may wish to do so, providing there is no conflict with established state retirement policies.
- D. Any tenured teacher who would have qualified for retirement during the reduction year, shall be permitted to teach that year so as to acquire needed service.
- E. Leaves of absence will be granted by the Employer upon written request when reduction of staff is necessary.
- F. Laid off employees shall receive salary and benefits accrued during the previous school year through August 31. If mid year lay off is necessary, then they shall

receive the salary earned to date plus benefits prorated for the number of days worked.

G. Laid off teachers may elect to continue insurance benefits at their own expense.

19. **ASSOCIATION RIGHTS**

A. The local Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings, provided that when special custodial service is required, the Employer may make a reasonable charge therefore. No charge shall be made for use of school rooms. The local Association shall provide the Board with dates and places of regularly scheduled meetings by September 15.

B. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.

C. The local Association shall have the right to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines and audiovisual equipment at reasonable times when such equipment is not otherwise in use. The local Association shall pay for the reasonable cost of all materials and supplies incident to such use.

D. The Association shall have the right to post notices of activities and matters of Association concern on teacher bulletin boards, at least one of which shall be provided in each building. The Association may use the district mail service and teacher mail boxes for communication to teachers.

- E. It is understood that at no time shall students be involved in the dissemination of such literature, and such material shall not be made readily accessible to them.
- F. The Employer agrees to furnish to the Association in response to reasonable requests all available information concerning the financial resources of the district, including but not limited to, annual financial reports and audits, register of certificated personnel, tentative budgetary requirements and allocations (including county allocation board budgets), agenda, expanded resumes and minutes of all Board meetings, treasurer's reports, census and membership data, names and addresses of all teachers, salaries paid thereto and educational background, contracts held with other employee groups in the district and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students, together with information which may be necessary for the Association to process any grievance or complaint.
- G. The Board shall place on the agenda of each regular Board meeting any matters brought to its attention by the Association so long as those matters are made known to the superintendent's office five (5) days prior to the said regular meeting.

20. **DEPARTMENT CHAIRPERSONS**

- A. The employees in any department in the junior high school or middle school or senior high school level may each year select from among their numbers a department chairperson. In those departments of a school having less than five members, a department chairperson shall be selected among all teachers in similar departments in the district. The department chairperson shall exercise the coordination of programs and materials and shall serve as instructional liaison between the teachers of the

department and the school administration. Such chairperson shall not be considered an executive or supervisory employee.

- B. Any employee selected as a department chairperson may be assigned one less class period per day.

21. **SUBSTITUTE TEACHERS**

- A. The use of regular teachers as substitute teachers shall be avoided whenever possible. In the event regular teachers covered by this agreement are used as substitutes on an emergency and voluntary basis, said teachers shall be compensated at the rate of \$20.00 for each teaching hour provided. Anyone taking a double class shall be paid \$20.00 per hour for that work.
- B. The Board agrees to refrain from employing teachers as permanent substitutes, long term substitutes, teaching consultants, and teaching coordinators or in any other capacity or with any other title where to do so would constitute an attempt to, or have the effect of, removing or excluding a permanent full time or permanent part time bargaining unit position or work, teaching vacancy, or similar position giving rise to tenure rights, from the bargaining unit or otherwise from coverage under the collective bargaining agreement, or which would result in the continued layoff of regular teachers in the school district, or which would result in the reduction of salary, fringe benefits or the denial of the right to collectively associate and bargain on the part of the person assuming said position or formerly occupying said position.

22. **STUDENT TEACHERS**

No employee shall be assigned to supervise a student teacher unless the employee consents to such supervision.

23. **TEACHER EVALUATIONS**

- A. The Employer and the Association agree that the effective performance of all school personnel is essential to the success of the school program, and such success is enhanced by procedures for assisting and evaluating teacher performance. In this regard, the development of an effective on-going program of evaluation is essential for professional growth.
- B. At the beginning of each school year, each employee to be evaluated will be furnished with a copy of the evaluation form to be used by the administrator and teacher to establish evaluation criteria as agreed upon by the Employer and the Association. (Attached as Appendix B)
- C. The professional performance of tenured teachers shall be evaluated at least once every three years. The professional performance of nontenured teachers shall be evaluated at least once every school year. Each evaluation shall consist of two observations at least sixty days apart and shall not occur in the month of September nor shall they occur during or prior to school events like holidays, homecoming, Applefest. (This list is illustrative and is not meant to be limiting or inclusive.)
- D. Observations shall be conducted by the building principal or other qualified administrator. The total observation time for the school year shall be not less than sixty (60) minutes in at least thirty (30) minute blocks with the division of this time to be agreed upon by the employee and the administrator. If the parties cannot agree on an appropriate evaluation schedule, the administrator will note this fact on the observation form and will conduct the observation at reasonable times. All observations shall be conducted openly and with full knowledge of the teacher. All

- nontenured teachers will have an agreed upon IDP at least two weeks prior to any observation.
- E. Within ten (10) days after the observation, the employee and the administrator will discuss the observation and reduce it to writing. The employee shall sign the observation report upon receipt of the same. If an employee disagrees with the observation report, the employee may submit a written response which shall be attached to the observation report.
 - F. If there is concern about continued employment of an employee, said teacher shall be notified in writing after the final observation and prior to the formal evaluation of said concerns.
 - G. Formal evaluations shall be written by the building principal sixty-five (65) days prior to the end of the school fiscal year. Formal evaluations will reflect the content of the observations and other pertinent information consistent with the evaluation instrument. Upon receipt of the evaluation, the employee will sign the evaluation for submission to the superintendent.
 - H. Prior to sixty-five (65) days before the close of each school fiscal year, each building principal shall submit to the superintendent a list of names of all teachers whom he/she recommends and does not recommend to be rehired for the coming school year. Said recommendations shall include in each case of non-renewal a list of the reasons for said recommendation. Each employee who is not recommended for rehire shall receive a copy of the reasons from the building principal.

24. **RIGHTS OF THE BOARD**

The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and/or the United States, including but not limited to the following: The management and control of school properties, facilities, grades, and courses of instruction, athletic and recreation programs, method of instruction, materials used for instruction and the selection, direction, transfer, promotion or demotion, discipline or dismissal of all personnel. The exercise of these powers, rights, authority, duties and responsibilities by the Board, and the adoption of such rules, regulations and policies as it may deem necessary shall be limited only by the specific and express terms of this Agreement.

25. **IN-SERVICE TEACHER DEVELOPMENT**

- A. Professional development is a continuum of growth and learning activities that enhances professional skills and expertise for all educational employees, and which empowers the employees as they prepare students to be productive and adaptive citizens in an ever-changing world.
- B. Professional development is an essential element of school improvement. Each building's Site-Based Decision Making Committee shall be composed of a minimum of one (1) teacher and one (1) administrator.
- C. The Site-Based Decision Making Committee of each building will be responsible for writing and submitting to the district, for submission to the State Board of Education in accordance with P.A. 335 of 1993, Section 1525 (3), the annual plan in order to

- obtain professional development funds. The required annual plan for professional development funding will be approved by the bargaining unit members of each building prior to submitting it to the State Board of Education.
- D. The SBDM Committee shall serve as coordinator of professional development funds and oversee the implementation of the plan for the professional development of all bargaining unit employees within the building. All expenses pertaining to the implementation of the professional development shall come from the professional development funds allocated to each building. The SBDM Committee may access additional sources of funding, if it chooses.
 - E. All professional development training/activities should occur during the bargaining unit members' contract day. Every bargaining unit member shall be granted a minimum of four (4) half days to participate in professional development training/activities providing the total number of hours of instruction is consistent with contractual requirements.
 - F. The building SBDM Committee will plan, organize, conduct, and approve all professional development training/activities for all building members. The building SBDM Committee may appoint subcommittees to assist in the professional development program/planning. In planning, the needs of the various teaching levels and disciplines will be considered.
 - G. Bargaining unit members shall participate in professional development training/activities without the loss of compensation.
 - H. Leave time and expenses may be granted to bargaining unit members to attend professional development opportunities other than local building or district activities,

including, but not limited to, professional development programs of the State Board of Education, post secondary institutions, a RESA and other school districts.

- I. The Employer may grant a bargaining unit member leave from his/her responsibilities and provide a substitute teacher for the bargaining unit member to serve on the State Board of Education Committees, Commissions, Task Forces, Advisory Groups, etc. Such leave time will not impact other leaves provided for under the terms of this contract.

26. **TEACHER RIGHTS**

- A. The Employer hereby agrees that every teacher shall have the right to freely join, organize, participate in, support or assist the Association in engaging in lawful concerted activities for the purpose of collective negotiations or bargaining with the Employer with respect to rates of pay, wages, hours or other conditions of employment and for other mutual aid and protection purposes as provided for in Act 379 of the P.A. of 1965, as amended, and as the same shall hereafter be amended. The Employer agrees that it will not interfere with, restrain, discourage or coerce any teacher in the employment or exercise of any rights conferred or guaranteed by Act 379 or any other laws of the State of Michigan or by the Michigan or United States Constitution. The Employer further agrees that it will not discriminate against any employee with respect to rates of pay, wages, hours of employment or other conditions of employment by reason of his membership in the Association, by reason of his participation in any lawful concerted activities of the Association for the purpose of collective negotiation or bargaining or for other mutual aid and protection purposes provided for in Act 379, or by reason of institution of any grievance,

complaint or proceedings provided for in this Agreement or otherwise with respect to any terms or conditions of employment.

- B. Each employee will have the right to review the contents of his own personnel file. Confidential credentials are exempt from review by the employee. A representative of the Association may, at the teacher's request, accompany the employee in such review. The review will be made in the presence of the administrator responsible for the safekeeping of such file.

The personnel file may include:

Certificates	Degree Verifications
Transcripts	Evaluations
Reprimands	Requests for leaves
Commendations	Substantiated Complaints
Notice to teacher, provided it is noted that it is going in the file	
Factual information for district operations	

- C. The personnel file will be in the central administration office and will constitute the only official documentation of an employee in the district. No materials, including but not limited to, evaluations, commendations, or complaints, shall be placed in a teacher's personnel file unless the teacher has had an opportunity to read the material. The employee shall acknowledge that he has read such materials by affixing his signature on the actual copy to be filed, with the understanding that such signature shall 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. If the employee believes that material to be placed in his/her file is inappropriate or in error, the employee may use the grievance procedure to receive adjustment. If the grievance procedure determines the material to be inappropriate, it shall be removed. If the material is in error, it shall be corrected and retained in the file. Any reprimands or

derogatory material shall be removed from the file after four (4) years of date of inclusion. Upon agreement of the teacher and administrator, papers may be removed from a file. If there is no agreement, then the teacher may follow the grievance procedure.

- D. All teachers covered under the Agreement, who participate in the production of tapes, publications, or other produced educational material, shall retain rights should they be copyrighted or sold by the district, provided such work was produced after normal school hours.

27. **TEACHER DISCIPLINE**

- A. The Employer hereby agrees that no employee shall be reprimanded, disciplined, discharged, or reduced in compensation without just cause. All reprimands must be clearly identified as such. An employee shall be entitled to have present a representative of the Association when he/she is being reprimanded or 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 representative of the Association is present, provided the representative of the Association can be available within two (2) days. If the Association's representative cannot be available within two (2) days, the Association and the employee waive the right to have an Association representative present at the time of the reprimand or discipline.
- B. The Employer agrees to follow a policy of progressive discipline which minimally includes verbal warning, written warning, reprimand, suspension with pay, suspension without pay, with discharge as a final and last resort, except when there

has been a serious offense. The level of action taken against a teacher shall be appropriate to the behavior which precipitates said action.

- C. An administrator, upon receipt of any complaint from a parent, teacher, student, or employee about a bargaining unit member, shall meet with and inform the member of said complaint.

No further action shall be taken until the complaint has been reduced to writing. The written complaint shall include the date the objectionable action occurred, the date of submission of complaint, and the nature of the complaint. The complaint may be investigated for up to ten (10) work days. No action shall be taken against the bargaining unit member, nor shall anything pertaining to the matter be included in the bargaining unit member's file, unless the complaint has been substantiated to the Employer's satisfaction.

- D. If discipline of an employee (excluding denial of tenure or placement on an additional year of probation) is to be considered because of inadequacies observed in the employee's professional work with students, such action must minimally be preceded by:

1. Repeated observations of the inadequacies by more than one administrator through the observation process described elsewhere in the Agreement.
2. Clear direction where the employee must improve and the consequences of failure to do so.
3. Adequate opportunity for the employee to make improvements
4. Intensive assistance from administrators and school district resources to help the employee improve.

- E. Extracurricular and athletic positions shall be excluded from provision D. However, no employee shall be discharged without just cause. Just cause shall be defined as

meeting the conditions of Paragraph D, Sections 2 and 3, for the extracurricular positions only.

28. **STUDENT DISCIPLINE AND EMPLOYEE PROTECTION**

- A. The Employer recognizes its responsibility to give all reasonable support and assistance to employees with respect to the maintenance of control and discipline. Whenever it requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons or whenever it appears that a particular student in the class will impede the education of the balance of the class because of disruptions caused by said student, the Employer will take necessary steps to aid the teacher in his/her responsibilities to such pupil.
- B. An employee may exclude a pupil from class when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. The duration of the exclusion will be for the remainder of the class period at the secondary level. At the elementary level, an exclusion will be for one hour or until a conference is held between the principal and the teacher, providing adequate supervision is available.
- C. An Employee may, at all times, use such force as is necessary to protect himself, a fellow employee or administrator, or a student from attack, physical abuse or injury.
- D. Any case of assault upon a teacher shall be promptly reported to the Employer or its designated representative. If requested, the Employer will provide legal counsel to advise the employee of his/her rights and obligations with respect to such assault and shall promptly render all reasonable assistance to the employee in connection with handling of the incident of law enforcement and judicial authorities.

- E. Time lost by an employee in connection with any incident mentioned in the Article shall not be charged against the employee.
- F. If an employee is injured and unable to work as a result of acting within the scope of his/her authority as set forth in Section G of this Article, the Employer shall pay the difference between the amount received from Workers' Compensation and the teacher's daily rate for a period of 120 days, or to the end of the school year whichever is longer. Thereafter, the employee may use his/her accumulated sick leave.
- G. The Employer, in conjunction with the Association, shall promulgate rules and regulations setting forth the procedures to be utilized in disciplining, suspending or expelling students for misbehavior. Such rules and regulations shall be distributed by the Employer to students, employees and parents at the commencement of each school year.
- H. A written statement by the Employer governing use of corporal punishment and disciplining of students shall be publicized to all teachers no later than the first week of each school year.

29. **INSTRUCTIONAL MATERIALS**

- A. The Employer recognizes that adequate numbers of appropriate texts, library reference facilities, maps and globes, laboratory equipment, audiovisual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires and similar materials are the tools of the teaching profession. The Employer further recognizes that specialized programs require special materials in order to be effective. The parties will confer from time to time for the purpose of improving the selection

- and use of such educational tools, and the Employer will undertake promptly to implement all joint decisions thereon made by its representative and the Association. The Employer agrees at all times to keep the schools reasonably equipped and maintained to the best of its financial ability.
- B. Instructional materials used in the school district shall reflect the dignity and worth of all human beings.
1. All materials adopted by the School District shall reflect the multi-ethnic nature of our society and a sensitivity to prejudice or stereotype.
 2. In evaluating instructional materials, the Employer and curriculum committees shall include the following criteria:
 - a) Does the material provide opportunities for full, fair and accurate treatment of minorities and women?
 - b) Does the material portray minorities and women in positions of leadership and roles of dignity?
 - c) Are fully integrated human groupings and setting reflecting equal status portrayed?
 - d) Are illustrations of minorities ethnically authentic?
 - e) Does the material reflect the contributions and achievements of minorities and women in Art, Science, History, Literature, and all life and culture?
- C. The Employer and the Association mutually recognize the importance of continuous use of adequate teaching reference material in maintaining a high level of professional performance. In furtherance of that recognition, the Employer shall provide a teacher reference library in each school in the district and include therein all texts which are reasonably requested by the employees of that school, to the best of its financial ability.
- D. Whenever possible, there shall be a functioning, staffed library in each school to supplement and complement the required curriculum.

30. **SCHOOL EQUIPMENT**

A. The Employer shall continue to provide:

- 1) A separate desk for each employee in the district.
- 2) Locked space for each employee to store coats, overshoes and personal articles and instructional materials.
- 3) Chalkboard space in every classroom, where appropriate, to be cleaned along with erasers and trays not less than once per week or as appropriate and necessary.
- 4) A copy, exclusively for each employee's use, of all required texts used in each of the courses he/she is to teach.
- 5) The Employer agrees to make available in each school adequate typing, duplicating facilities and a copying machine to aid teachers in the preparation of instructional material.

31. **TEACHING FACILITIES**

A. The Employer will not require an employee to maintain, instruct, or supervise students in a classroom facility which is constructed or equipped in violation of any standards set forth in any bulletin published by the Superintendent of Public Instruction, statute, rule or regulation, nor will the Employer require a teacher to maintain, instruct or supervise students in a classroom facility that does not meet the "sanitary Standards for Schools." No teacher will be required to work, maintain or supervise students in areas deemed to be unsafe or unhealthy.

B. At all times, the Employer shall provide in each building, the equipment necessary to ensure proper first aid treatment for the teachers and students.

C. The Employer will provide, in each school, a room appropriately furnished and ventilated for use as a faculty lounge and will provide lavatory facilities exclusively for faculty use. In addition, the teachers' lounge will be furnished with a refrigerator

and an electric hot plate for teacher use. The Employer agrees to maintain the appliances in good working order.

- D. Each employees' lounge will be furnished with tables, chairs, curtains where applicable, and at least one couch.
- E. The Employer will assign designated free parking facilities to teachers as close to their teaching stations as existing facilities permit.
- F. Telephone facilities shall be made available to employees for their reasonable use to confer with parents of the children in their class. All personal calls will be charged to the employees' home telephone number.

32. **TEACHING HOURS**

- A. In pursuit of their professional teaching responsibilities, the employer agrees that there is a need for research, planning, and meeting with parents, material gathering, and consultation with various specialists and other activities.
- B. The employees' normal duty day shall not exceed seven (7) hours thirty (30) minutes continuous time during the 2003-2004 school year, with the understanding that:
 - 1. Fridays or days preceding holidays or vacations, teachers may leave five (5) minutes after the student day ends.
 - 2. Employees may be required to attend one (1) professional meeting (building meeting, institute, or system-wide staff meeting) per week for not more than one (1) hour duration beyond the teachers' normal work day, except that in the case of an unforeseen emergency one additional meeting of not more than one (1) hour duration may be required during a given week.
 - 3. All employees will attend the in-service meetings when they are conducted during the normal school day. This includes the one (1) hour professional meeting for that week.
- C. Secondary Schools

The normal daily teaching assignment in the junior and senior high schools will not exceed five (5) periods and one (1) unassigned preparation period of not less than one teaching period in length.

There may be a variation of the above teaching assignment when the following conditions have been met:

1. The building staff and administration shall develop a proposal.
2. The building's HEA Membership shall submit the proposal to the HEA representative council. Upon the HEA representative council's review and approval, it shall grant a written waiver of the language in C, above.
3. At least seventy-five percent (75%) of the building's HEA membership shall vote approval of the proposal.
4. The proposal shall be submitted for review and final approval of the superintendent.

D. Elementary Schools

1. Student-teacher contact time in the elementary schools shall include all times a teacher has effective control of the students during the regularly scheduled school day.
2. The weekly preparation time shall be no less than 265 minutes.
3. (a) There shall be no fewer than five a.m. preparation periods (prior to the start of the student day) of no less than twenty (20) minutes duration each week.

(b) During normal economic times there shall be a minimum of three (3) special classes of thirty (30) minutes duration each week. All time during which a teacher's students are in attendance in a special class may be used by the teacher as preparation time.
4. Teachers shall be provided two (2) fifteen (15) minute recess/relief periods each day (A.M. and P.M.). The two daily recess relief periods shall not count as teacher/student contact time, nor shall they count as teacher preparation time.
5. Recess duty shall continue as currently established; not more than one teacher shall be assigned to supervise each recess, and the assignment shall be in rotation.

- E. The use to which preparation time is put is solely at the discretion of the employee unless he/she is requested by an administrator to meet with him/her during that time. Such requests shall be made in advance and the meeting shall be of no more than ten (10) minutes in duration, unless extended by mutual agreement.
- F. All employees shall be entitled to a duty-free uninterrupted lunch period of thirty-five (35) minutes in length. The elementary lunch period shall be forty-five minutes and ten of those minutes shall be counted as prep time.
- G. No secondary teacher shall be assigned more than three (3) preparations per semester whenever possible.
- H. To relieve employees of clerical, cafeteria, patrol, and bus duty, the employer agrees to engage aides to the best of its financial ability.
- I. Parent-Teacher conferences: Each building principal and staff shall establish the procedure and hours for said conferences. If the procedure and hours cannot be agreed upon, it shall be the duty of the Superintendent to review the staff's proposal and the principal's proposal. After a complete review of the same, it shall be his/her responsibility to establish the procedure and hours.
- J. Each member of the teaching staff is required to attend Parent-Teacher conferences except when excused by the principal.
- K. Junior High/Senior High Teachers may be assigned to restroom/hall duty during the five (5) minutes passing time prior to or following the teacher's planning period. The District will accommodate any teacher who has a health disability (e.g., smoke).

L. Zero Hour/Seventh Hour Class

1) A Zero Hour/Seventh Hour Class is a high school class taught during the first or second semester of a school year for students needing credit provided by that class in order to graduate with their class.

2) It is different from a “sixth (6th) teaching period assignment” as defined in the Teachers’ Master Contract, Article 38, Section D; it is taught before or after the regularly scheduled classes of the normal school day.

3) It shall be posted in advance of its actually being taught and shall be awarded to the more senior bargaining unit applicant with the understanding that teachers shall not be assigned outside the scope of their teaching certificate as per Article 13, Assignments, Section A. No teacher shall be assigned to teach both a Zero Hour Class and a sixth (6th) teaching period during the same semester.

4) A teacher accepting a Zero/Seventh Hour Class assignment shall receive additional compensation equal to one sixth (1/6th) of his/her contracted pay.

33. **CLASS SIZE AND TEACHING CONDITIONS**

A. The parties recognize that optimum school facilities for both student and employee are desirable to insure the high quality of education that is the goal of both the union and the employer. It is also acknowledged that the primary duty and responsibility of the teacher is to teach, and that the organization of the school and the school day should be directed toward ensuring that the energy of the teacher is primarily utilized to this end.

B. Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that the class size should be lowered wherever possible to

meet the following maximum standards but in no event shall it exceed the following maximum standards except in traditional large group instruction or experimental classes and where the administration meets with the Association and the affected employee (s) to explore all avenues of alleviating the excessive class size.

Elementary Schools:

Academic classes	K-3	28
	4-6	30

Secondary Schools:

Academic classes	7-12	35
Typing	7-12	45
Art classes	7-12	25
Industrial Arts	6- 8	25
Industrial Arts	9-12	25
Vocational classes	9-12	Maximum State Requirement

Physical Education 7-12

If one class in Gym (One Teacher)	45
If two classes are in Gym (Two Teachers)	70
Swimming	State Guidelines

Elementary Art, Physical Education and Music classes shall consist of one classroom unit per session.

- C. Should it be necessary to increase the maximum class size as stated in Section B above, the teacher will be compensated an additional .02% (two hundredths of a percent) of the Master's Maximum salary per additional student on a daily basis until such time that the class size is lowered to the maximum size. The number of overload students in any elementary grade level or secondary course shall not collectively on average exceed two (2).

- D. The administration will as for volunteers to take a student overload beyond the number of two. In the event there are no volunteers, the administration may assign the overload student (s) in excess of two (2). In no event will a teacher have more than two (2) overload students in excess of the maximum class size for more than two (2) weeks.
- E. All monies due a bargaining unit member because of an overload shall be paid at the end of each semester.

34. **CUMULATIVE LEAVE DAYS**

- A. At the beginning of each school year, each employee shall be credited thirteen (13) days of leave: eleven (11) days of sick leave and two days of personal business leave. The unused portion of sick leave shall accumulate from year to year to a maximum of 240. Personal business days may accumulate to a maximum of six (6) days. Accumulated personal business days beyond six (6) shall be transferred to the member's sick leave accumulation at the end of the school year.
- B. These leave days may be taken by a teacher for the following reasons:
 - 1. Personal illness or disability.
 - 2. *Illness in the household or immediate family (immediate family includes husband, wife, children, father, mother, mother-in-law, father-in-law, grandfather, grandmother, grandchildren, brothers and sisters): up to ten (10) days per year.
 - 3. Religious holiday: up to three (3) days per year.
 - 4. *Death in the immediate family: Additional days beyond the five (5) non-cumulative leave days may be granted.
 - 5. *Death of family other than immediate or the death of someone who was so close as to be considered family: Additional days beyond the three (3) non-cumulative leave days may be granted.

6. Personal business: Two (2) days for those activities which cannot be scheduled for non-school hours and which are considered necessary for the maintenance of a teacher's nonprofessional life. Teachers must state in general terms the reason for requesting personal days on the form provided by the Employer. Personal business days may be used for illness only after a member has depleted his/her annual allotment of sick leave days and accumulated sick leave days.
 - * Additional days may be granted through the agreement of the employee and the Superintendent.
- C. Notification of expected absence shall be given to the school official designated to receive such notice. Phone (734) 753-5695 before 6:30 a.m.; or at least one hour before the employee normally reports for work. For a religious holiday or personal business day, twenty-four (24) hours advance notice shall be given whenever possible. A personal business day may not be used on the day before or after a school recess unless reasons for the necessity of taking this day are given to the Superintendent and permission is granted seven (7) days in advance of the intended absence.
 - D. Upon returning from an absence, the employee shall fill out an absence verification form stating that date (s) of absence and the kind of leave taken. One copy shall be retained by the teacher and one shall be sent to the Board Office.
 - E. Any employee who is not able to return to duty on the day following two (2) weeks of illness or disability shall, upon returning, present a certificate of ability to resume duties signed by a physician authorized to practice medicine, such certificate to be filed with the Superintendent upon return to duty. The employee may be required at Board expense to submit an additional certificate signed by a physician designated by the Board.

- F. All employees shall assign one leave day per year to a central sick leave bank. An employee may draw from this bank in accordance with the local Association Sick Bank Regulations, when his/her own cumulative leave is exhausted. No deductions shall occur from a teacher's paycheck upon notification to the Business Office that application has been made to the local Association Sick Bank committee until such time as denied by the committee or the final pay period in June. The local Association will render its decision at the next regularly scheduled executive committee meeting after the request is submitted.
- G. Employees have the option of transferring sick days from their personal accumulation to other employees who have been diagnosed as terminally ill and have exhausted their own personal sick days and any days they are eligible to receive from the sick bank. In no event will the number of days donated exceed seventy or in combination with other days exceed one hundred eighty-three.
- H. No leave shall be charged to an employee's allowance except for absence which occurs on days when teachers are on duty.
- I. If an employee terminates his employment prior to the end of the school year, deductions shall be made from the final salary check for leave used in excess of earned and accumulated days.

35. **NON-CUMULATIVE LEAVE DAYS**

- A. **Death in the immediate family:** leave up to five (5) days is allowed for each death. Additional days may be granted through the mutual agreement of the employee and the superintendent, with said days to be subtracted from cumulative leave. The

immediate family is defined as grandparents, parents, in-laws, spouse, siblings, children, grandchildren and members of the employee's household.

- B. Death of family other than immediate or the death of someone who was so close as to be considered family:** leave of up to three (3) days is allowed for each death. Additional days may be granted through the mutual agreement of the Superintendent and employee, said days to be subtracted from accumulative leave. In some cases where the employee is of necessity charged with carrying out the arrangements for the funeral and accompanying legal matters, additional days may be granted through the mutual agreement of the teacher and the Superintendent.
- C. Jury Duty:** Leave will be allowed for an employee serving on a jury. The school will pay to the employee the difference between the amount received for serving on a jury and the normal daily rate.
- D. Court Appearances:** Leave will be allowed to make a court appearance when the teacher is required by the Board to appear as a witness in court proceedings connected with school business, or when subpoenaed to attend court proceedings on matters not connected with school business. The school district will pay to the employee the difference between the amount received for such appearances and the normal daily rate.
- E. Visitations, Conferences and Conventions:** the employee may visit other schools, attend education conferences or conventions under direct approval of the Administration.

F. **Local Association Days** : the local Association will be granted thirty (30) days for use for Association business. The HEA President shall administer the use of said days.

36. **UNPAID LEAVE OF ABSENCE**

A. An unpaid leave of absence of up to two (2) years may be granted to an employee for the purpose of:

1. participating in exchange teaching programs in other school districts, states, territories, or countries
2. participating in foreign or military teaching programs
3. furthering professional responsibilities or education
4. maternity, paternity or adoption
5. illness or disability
6. personal responsibility

Such leave may be extended at the discretion of the Employer. Additionally, the employer agrees to follow the rules of the FMLA.

B. An employee desiring a leave of absence shall make written application to the Superintendent, including a statement of his/her intention to return to the school district.

C. An employee shall have the right to continue his/her insurance benefits on a self-pay basis during the period of the approved leave provided the payments are kept current.

D. By March 15 of the last year of his/her leave, the teacher shall notify the employer in writing of his/her intent to return to the school district.

E. An employee returning after such leave shall:

1. be restored to his/her former position if possible, or to a position of like nature.

2. re-enter the salary schedule at the step immediately following his/her step before s/he went on leave.
- F. An employee shall not accumulate additional sick days, business days, or seniority during an unpaid leave of absence.

37. **PAID LEAVE OF ABSENCE**

- A. A Sabbatical leave may be granted for one year or one semester to a teacher within seven (7) years of employment in the Huron School District. The Employer may grant one year's leave at two-thirds (2/3) yearly pay, or one leave per semester at two thirds (2/3) semester pay. Before an employee is granted such leave, the following conditions must be met:
1. candidate must apply to the Employer in writing by April 15 and must submit a planned program of study.
 2. If a Sabbatical is granted, the employer will select a candidate by the third Monday of May.
- B. At the conclusion of the leave, the recipient must return to the employ of the school district for a period of three (3) years or forfeit the pro-rated funds and benefits for the portion of the three years not completed.
- C. The employer shall continue the employee's fringe benefits during the Sabbatical leave. Upon return, the employee shall:
1. be restored to his/her former position if possible, or to a position of like nature;
 2. be placed at the same position on the salary schedule as s/he would have been had s/he taught in the district during the sabbatical leave;
 3. not accumulate leave time;
 4. shall accumulate seniority.

38. **PROFESSIONAL COMPENSATION**

- A. Newly employed teachers may be granted credit on the salary schedule for experience gained in any other accredited schools.
- B. Teachers employed under an annual vocational certification may be granted credit at the employer's option for appropriate work experience.
- C. Employees required in the course of their work to drive personal automobiles from one school building to another shall receive a car allowance equal to the IRS allowable amount per mile. The same allowance shall be given for use of personal cars for field trips, special meetings, or any other authorized school business of the district. Whenever feasible teachers going to the same destination should carpool.
- D. Secondary teachers accepting a sixth (6th) teaching period assignment shall receive additional compensation equal to 1/5 of his/her contracted salary.
- E. (1) Employees who have additional hours or additional degrees beyond the Master's Degree shall be compensated as follows:

BA/BS Degree	18 or more hours above	\$500.00
MA/MS Degree	10-19 hours above	\$200.00
	20 or more hours above	\$300.00
MSW	5% above MA at appropriate step	
Ed. Specialist	10% above MA	

- (2) Any Ed. Specialist degree earned after August 30, 1997 must be in an area of the teacher's certification to qualify for additional compensation. Current employees with an Ed. Specialist degree are grandfathered.
- (3) Any current employee who has earned a Doctorate Degree in his/her area of teacher's certification, or who is in an approved Doctoral program as of May 15, 2004, is grandfathered, and shall be paid 20% above the MA.

- F. Upon retirement or death with ten (10) years in the district, or resignation with twenty (20) years of service in the district, or upon reaching retirement age, a teacher will receive fifty (50) percent of the then current substitute pay for each unused cumulative leave day.
- G. Any teacher with twelve (12) or more years of service in the District at the end of the 1998-1999 school year who chose not to take the ERIP shall have their retirement incentive (46% of the 1998-1999 MA Maximum salary) “frozen” in whole dollars, payable upon their resignation from the District or upon their death.
- Teachers who have ten and eleven years of teaching experience in the District shall be eligible for a retirement incentive in the amount of 10/12ths and 11/12ths of 46% of the 1998-1999 MA maximum salary, respectively. It shall be payable upon their resignation or upon their death.
- H. A longevity payment of \$800.00, beginning with the teacher’s 20th year of teaching service in the district will be paid to eligible teachers effective the 2000-2001 school year. The \$800.00 longevity payment will increase at the same percentage rate as the salary schedule.
- I. A longevity payment of \$866.00, beginning with the teacher’s 25th year of teaching service in the district will be paid to eligible teachers effective the 2004-2005 school year. The \$866.00 longevity payment will increase at the same percentage rate as the salary schedule.
- J. By mutual agreement of the parties, an ERI may be instituted at another time during the life of this contract.

39. **INSURANCE PROTECTION**

The employer agrees to furnish to all teachers the following insurance protection:

A. Term Life Insurance

Term life insurance protection in the amount of \$75,000.00 that will be payable to the teacher's designated beneficiary.

B. Health Insurance

Health Insurance without cost to the employee, Messa's Super-Q I PAK insurance plan. The aforementioned PAK includes the MESSA Health Plan, the Delta Dental Plan, and the VSP 3 Vision Plan.

C. Cash in lieu of Health Benefits

The employer shall provide a cash option in lieu of health benefits. The cash amount shall be \$213.00 per month beginning December 31, 1996; the amount of cash shall increase at the same percentage rate that the Super Q health rate increases. A member may use the district's section 125 cafeteria plan for receipt of this benefit.

D. Cafeteria Plan

The employer shall formally adopt a qualified plan document which complies with section 125 of the Internal Revenue Code that includes the following:

- a. Cash Option Plan
- b. Medical Spending Account
- c. Dependent Care Reimbursement
- d. Tax Deferred Annuity

A bargaining unit member electing any of the above shall enter into a salary reduction agreement.

Unexpended funds shall annually be contributed to the HEA Scholarship Fund.

E. All Costs relating to the implementation and administration of benefits under this program shall be borne by the employer.

40. **MENTOR TEACHERS**

- A. Each bargaining unit member in his/her first three (3) years in a classroom shall be assigned a mentor teacher by the administration with the approval of the mentor teacher. The mentor teacher shall be a member of the bargaining unit. The mentor teacher shall be available to provide professional support, instruction, and guidance. The purpose of the mentor assignment is to provide a peer who can offer assistance, resources, and information in a non-threatening collegial fashion.
- B. A mentor teacher shall be assigned in the following manner:
- 1) The mentor teacher shall be a tenured member of the bargaining unit with three (3) years of teaching experience in the Huron School District.
 - 2) Participation as a mentor teacher shall be voluntary.
 - 3) The assignment as the mentor teacher shall be finalized as soon as possible after the mentoree begins work duties.
 - 4) Every effort will be made to match the mentor teachers and mentorees who work in the same building and have the same area of certification.
 - 5) Mentoree shall be assigned to one (1) mentor teacher at a time. A mentor may work with more than one mentee each year.
 - 6) The mentor teacher assignment shall be for one (1) year subject to review by the mentor teacher and the mentoree after three (3) months. The appointment may be renewed in succeeding years.
- C. Because the purpose of the mentor/mentoree match is to acclimate the bargaining unit member and to provide necessary assistance toward the end of quality instruction, the Board and the Association agree the relationship shall be confidential, and shall not, in any fashion, be a matter included in the evaluation of the mentor teacher or mentee. Neither the mentor teacher nor the mentoree shall be permitted to participate in any matter related to the other. Further, the mentor teacher shall not be called as a witness

in any grievance or administrative hearing involving the mentoree nor shall the mentoree be called as a witness in any grievance or administrative hearing involving the mentor teacher.

D. When possible, the mentor teacher and the mentoree shall be assigned common preparation time.

E. Mentor teachers shall receive a stipend of \$150.00 per year for each mentoree he/she is assigned to.

F. Mentor teachers shall be granted three days release time, per mentoree per year for the purpose of work related to the mentoree, the scheduling of which shall be with the approval of the administration. Two additional days of release time may also be given in addition to the above.

G. The District will furnish the Association with a list of the mentors and mentorees.

41. **ELEMENTARY AND SECONDARY EDUCATION ACT (ESEA)/NO CHILD LEFT BEHIND (NCLB)**

Without notice to the Association, the Board shall take no action to comply with the No Child Left Behind Act of 2001, as amended, 20 USC 6301 et seq., that affects any bargaining unit member/s.

When further information is available from the State, the Michigan Department of Education or the U. S. Department of Education regarding the ESEA, both parties reserve the right to bring forth additional proposals to negotiate during the life of this Agreement.

42. **SHARED STAFFING**

1. Shared staffing will be defined as two teachers sharing the responsibilities for one full-time position.

2. Prior to submitting their request to the Assignment Committee, teachers shall present a proposal to the superintendent or designee for approval by March 15; the proposal shall specify the following:
 - Division of the workday or workweek at the elementary level; at the junior and senior high levels, the number of classes each shall teach and the specific periods.
 - The division of one set of benefits;
 - How the teachers will share planning and other responsibilities for the position;
 - Which staff meetings the teacher and principal have determined will require the teacher's attendance.
3. Teachers shall submit their request for shared staffing to the superintendent and Assignment Committee (see Article 14, Assignment Committee), which shall determine whether to grant same. Approval shall be on an annual basis.
4. Teachers may not file for unemployment benefits while working in a shared staff assignment.
5. A full year's seniority shall be accrued for each year worked.
6. The salary shall be pro-rated to reflect the fraction of the position shared. Each teacher's placement on the salary schedule will be the same as he/she would be entitled to if employed on a full-time basis.
7. The district shall pay for one set of benefits (health, dental, vision, life) to be divided by the two teachers. The pro-ration of benefits may be the same as is the pro-ration of salary, or they may select any other division of fringe benefits as they may agree upon. The division of benefits shall be specified in the teachers' proposal.
8. Paid leave days will be pro-rated to reflect the fraction of the position shared.
9. Teachers will attend open house and parent-teacher conferences. Attendance at building level meetings will be discussed by the teacher and the principal and will be at the discretion of the principal. The teachers should address this matter in their proposal to the superintendent.

Teachers shall be available for a pro-rated amount of time that may be required for meetings or conferences with students, parents, administrators, etc.
10. When a shared teacher substitutes for a partner who is absent and on a paid or unpaid leave day listed in this Master Agreement, he/she will be paid a pro-rated amount of the district's substitute teacher's pay rate.

Teachers may also cover each other's classes as they may from time to time agree to do so, but it shall be without the pay provided in Article 21, Substitute Teachers, where a teacher, during his/her planning period, fills in for an absent teacher.

11. If one of the two teachers sharing a position vacates his/her share of the position the remaining teacher shall return to full-time responsibility, with commensurate pay, benefits, etc.
12. Teachers may purchase any portion of the benefits not paid for by the district under this Article at the district's cost, through payroll deduction.
13. When a shared time position is terminated at the end of the school year the two teachers will return to full employment and be assigned in accordance with the provisions of Article 14, Assignment Committee.
14. A teacher hired as a bargaining unit member to fill a vacancy that is the result of the district granting a shared staffing position shall not be placed on the seniority list and shall accrue no seniority until he/she has completed his/her first day of work in his/her second consecutive year of employment as a bargaining unit member in the Huron School District. Having completed the first day in the second consecutive year of employment the teacher's seniority date shall be the day/date that the board officially approved the hiring of the teacher or the first day of work as a bargaining unit member, whichever comes first.

43. **PART-TIME POSITIONS**

1. Only tenured staff may apply for a part-time position. Any part-time position shall be awarded to the most senior bargaining unit member applying.

This part-time provision is not related to the part-time position provided under the layoff language.

2. Prior to submitting a request to the Assignment Committee, a teacher requesting a part-time position shall present a proposal to the superintendent or designee for approval by March 15; the proposal shall specify the following:
 - The number of classes requested.
 - Which staff meetings the teacher and principal have determined will require the teacher's attendance.

3. Teachers shall submit their request for a part-time position to the superintendent and Assignment Committee (see Article 14, Assignment Committee), which shall determine whether to grant same. Approval shall be on an annual basis.
4. Teachers may not file for unemployment benefits while working in a part-time assignment.
5. The salary shall be pro-rated to reflect the fraction of the position shared. The teacher's placement on the salary schedule will be the same as he/she would be entitled to if employed on a full-time basis.
6. Paid leave days will be pro-rated to reflect the fraction of the position shared.
7. Teachers will attend open house and parent-teacher conferences. Attendance at building level meetings will be discussed by the teacher and the principal and will be at the discretion of the principal. The teacher should address this matter in his/her proposal to the superintendent.
8. The teachers shall be available for a pro-rated amount of time that may be required for meetings or conferences with students, parents, administrators, etc.
9. For any portion of benefits not paid for by the district under this Article, teachers may purchase them at the district's cost, through payroll deduction.
10. The teacher will continue on part-time until a vacancy exists. The part-time teacher can not bump except as the result of a reduction; if the part-time teacher's work schedule is reduced from its then current parameters the teacher may return to a full-time position at the beginning of the next semester.
11. If a part-time position is not less than a half-time position the teacher will earn one full year of seniority. If the part-time position is less than one-half time the teacher will earn pro-rated seniority.
12. The building administrator will determine which classes will comprise any part-time position.
13. The teacher's written requests to return to a full-time position must be received not later than March 15, to meet the requirements of the Assignment Committee.

APPENDIX B

DEFINITIVE OBJECTIVES

During the initial conference, the Definitive Objectives Form shall be completed in duplicate by the teacher and evaluator. Definitive objectives will be selected from an initial conference discussion sheet and/or suggestions by evaluator and/or teacher.

The objectives (s) shall be stated in measurable or observable terms, and should reflect the curriculum and general philosophy of the school.

The objectives may be revised by mutual consent of teacher and evaluator.

**HURON SCHOOL DISTRICT
DEFINITIVE OBJECTIVE (S) FORM**

This blank is to be completed during the initial conference between the teacher and the evaluator.

Teacher's Name: _____ Date: _____

Evaluator's Name: _____

**STATEMENT OF DEFINITIVE OBJECTIVES (S) MUTUALLY AGREED UPON
BY TEACHER AND EVALUATOR**

**STATEMENT OF SPECIFIC MEANS TO BE EMPHASIZED IN THE
ATTAINMENT OF EACH OBJECTIVE**

Agreed Upon Dates for Completion
Of Objectives: _____

Teacher's Signature: _____

Evaluator's Signature: _____

Observation # _____

**HURON SCHOOL DISTRICT
CLASSROOM OBSERVATION AND PROGRESS FORM**

Teacher's
Name: _____

Grade Level/
Subject Taught: _____

Evaluator's
Name: _____

Number of Students: _____
(during observation)

Date: _____

Date of Conference: _____

**DEFINITIVE OBJECTIVES FOR WHICH
OBSERVATION IS BEING MADE:**

TEACHER COMMENTS:

INCIDENTAL OBSERVATIONS:

Teacher's Signature

**ADMINISTRATOR'S PROFESSIONAL
PERSONNEL EVALUATION**

Prior to April 24, the evaluator(s) shall complete the Administrator's Professional Personnel Evaluation Form. This form is to be submitted as the official evaluation of the teacher in the Huron School District and shall become a part of his permanent record or personnel file.

Evaluators shall prepare the document in sufficient quantity so as to provide a copy for the teacher, a copy for the principal's office, and a copy for the superintendent's office.

HURON SCHOOL DISTRICT

ADMINISTRATOR'S PROFESSIONAL PERSONNEL EVALUATION

Name: _____

Date Employed: _____

School: _____

Grade/Subject: _____

Contract Status: Probationary ()
 Tenure ()

Extended Probationary ()

SUMMARIZE THE PERFORMANCE OF THE TEACHER, TAKING INTO ACCOUNT THE MUTUALLY DEFINED OBJECTIVES. PLEASE ATTACH ADDITIONAL COMMENTS IF SPACE IS NOT ADEQUATE.

**ADMINISTRATOR'S PROFESSIONAL
PERSONNEL EVALUATION**

LIST ANY PROFESSIONAL ACHIEVEMENTS OR RECOGNITIONS WHICH THE
TEACHER HAS EARNED: (EXAMPLE: ADVANCED DEGREES, COMMITTEES,
PUBLISHINGS)

NUMBER OF CLASSROOM VISITS: _____ NUMBER OF CONFERENCES: _____

GENERAL ESTIMATE: (check one)

- 1. Recommended..... ()
- 2. Recommended – Conditionally..... ()
- 3. Not Recommended..... ()

If item 2 or 3 is checked above, please state specifically your program for improvement:

RECOMMENDATIONS:

- 1. Contract Classification for next year: _____
-

Date: _____

Signed: _____

Principal

I have read this evaluation

Signed: _____

Teacher

I understand that if I disagree with the statements in this evaluation, I may submit my own statement within three school days of the date of this report. This statement, signed by administrator and teacher, will be attached to this report.

APPENDIX C

HURON SCHOOL DISTRICT

DAYS AND HOURS OF INSTRUCTION

2003-2004 CALENDAR

Total student days = 180

Total teacher days = 184

Total hours of student instruction time = 1,098

2004 – 2005 CALENDAR

Total student days = 179

Total teacher days = 184

Total hours of student instruction time = 1,098

2005 – 2006 CALENDAR

Total student days = 179

Total teacher days = 184

Total hours of student instruction time = 1,098

APPENDIX D
EXTRACURRICULAR ACTIVITIES

1. Any member of the bargaining unit may apply for any extracurricular vacancy and shall be granted an interview. When notification of vacancy is received by the administration, they shall notify the Association Union President or his/her designee and post such vacancies on teacher bulletin boards in each building for a period of seven (7) days. If all predetermined qualifications are equal, the bargaining unit members shall be given preference over all other applicants. Once filled, a position will not be posted again until such time as the employee resigns, is dismissed or is unable to carry out the duties and responsibilities of the position.

2. Any employee currently employed in an extracurricular position may not have his/her salary reduced from 1990-91 levels for the duration of this contract, so long as they are continuously employed in such position.

**HURON SCHOOL DISTRICT
TEACHER SALARY SCHEDULE**

PROPOSAL I

Salary schedule 2006/07 - 1% MESSA SUPER Q				
Per Pupil Foundation increase is less than \$175 for 2005/06 and 2006/07				
	BA	MA	MSW	ED. SPEC
0	36,948	40,502		
1	39,498	44,438		
2	42,044	47,435		
3	44,601	49,846		
4	47,153	53,441		
5	49,709	56,449		
6	52,256	59,449		
7	54,810	62,450		
8	57,359	65,451		
9	59,906	68,454		
10	63,083	72,179	75,787	79,396
Year 20	901	73,080	76,688	80,297
Year 25	884	73,964	77,572	81,181

PROPOSAL II

Salary schedule 2006/07 - 1% MESSA SUPER Q				
Per Pupil Foundation increase is at least \$175 for 2005/06 and 2006/07				
	BA	MA	MSW	ED. SPEC
0	36,948	40,502		
1	39,498	44,438		
2	42,044	47,435		
3	44,601	49,846		
4	47,153	53,441		
5	49,709	56,449		
6	52,256	59,449		
7	54,810	62,450		
8	57,359	65,451		
9	59,906	68,454		
10	63,083	72,179	75,787	79,396
Year 15	901	73,080	76,688	80,297
Year 20	901	73,981	77,589	81,198
Year 25	884	74,865	78,473	82,082