

PROFESSIONAL AGREEMENT
BETWEEN THE
PORT HURON AREA SCHOOL DISTRICT
AND
PORT HURON EDUCATION ASSOCIATION

2010-2011
2011-2012
2012-2013
2013-2014

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PROFESSIONAL AGREEMENT

In a mutually desirable effort to promote the best interest of the PORT HURON AREA SCHOOL DISTRICT, hereinafter referred to as the "District", and the PORT HURON EDUCATION ASSOCIATION, hereinafter referred to as the "Association", and in recognition of their responsibilities to each other, the students, and the community for negotiating in good faith, reaching an agreement on matters falling within the area of collective bargaining, and executing a contract to cover such an agreement, THIS AGREEMENT is entered into as of September 14, 2011 at Port Huron, Michigan.

WITNESSETH:

A. It is mutually agreed as follows:

1. Recognition. Pursuant to Act 379, Public Acts of 1965, the District recognizes the Association as the sole and exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours, and other conditions of employment for the entire term of this Agreement for all professional personnel with certificates, or with permits to teach, issued by the State Department of Education, exclusive of administrators. "Teacher", as hereinafter used in this Agreement, shall be construed to include the following whenever employed by the District:
 - a. All classroom teachers, Nursery, Pre-School, Young 4's, Young 5's, Kindergarten through the 12th grade, including special education teachers.
 - b. School Social Workers
 - c. Specialists
 - d. Speech/Language Pathologists
 - e. Counselors
 - f. Consultants
 - g. Media Specialists and Media Technicians
 - h. Coordinators
 - i. School Psychologists
 - j. Teachers of the Homebound
 - k. Orthopedic Teachers
 - l. Occupational Therapists - Registered
 - m. Teachers of the Visually Impaired
 - n. Physical Therapists
 - o. Clinical Therapists
 - p. Adult Education Teachers
 - q. Elementary Music Specialists, Art Specialists, and Physical Education Specialists
 - r. Television Instructors
 - s. Bilingual Teachers
2. Individuals serving in the above positions will be considered to be included as teachers whether under contract, or on leave, under the provisions of this Agreement.

3. "Administrator", as used above and hereinafter, shall be construed to mean an employee of the District holding executive, administrative and/or supervisory positions with a responsibility for recommending the hiring, retention, and/or release of teachers or other employees of the District.
4. The District agrees that the movement of Department Heads from the bargaining unit in 1968 shall not constitute the setting of a precedent for future unilateral movement of groups of teachers, or individuals, from the bargaining unit.

PREAMBLE

- A. The Board of Education of the Port Huron Area School District and the Port Huron Education Association recognize that the development and operation of educational programs of the highest quality, for the benefit of students and the community of the Port Huron Area School District, require relationships which are based upon the concept of education as a public trust and a professional calling.
- B. The Board of Education, the Superintendent, and the administrative staff and members of the teaching staff must have, and do have, respect and confidence in the ability, experience and judgment of each other in matters which affect the quality of the Port Huron Area School District's educational program.
- C. It is recognized that teaching is a profession requiring specialized educational qualifications and certification. It is also recognized that the quality of the educational programs conducted in the public schools of the Port Huron Area School District is directly related to the quality of the teaching staff.
- D. The Association recognizes the paramount responsibility of the School Board for the operation of the Port Huron Area School District. In the discharge of this responsibility, the District will expect that the Association will continue to contribute through its abilities and experience, and that of its individual members, toward maintaining and improving standards of professional practice.
- E. All teaching personnel employed by the District shall be treated with respect and fairness. All teachers are encouraged to join their professional organizations, take additional training, and closely adhere to the Code of Ethics of the Education Profession. It is expected that all teachers will strive to maintain and strengthen high professional standards and attitudes.
- F. The District and the Association mutually pledge themselves to continue to recognize the full constitutional and civil rights of all teachers. No religious or political activities in the personal life of a teacher, or the lack thereof, shall be grounds for any discrimination with respect to the professional employment of such teacher. The provisions of this Agreement shall be applied without regard to race, color, national origin, sex, age, disability, height, weight, religion, or marital status.
- G. The District and the Association pledge themselves to seek to extend the advantages of public education to every student without regard to race, creed, religion, color, sex, or national origin, and to seek to achieve full equality of educational opportunity for all students.

ARTICLE I

ASSOCIATION RELATIONSHIPS

- A. It is the purpose of this article to establish certain Association-District relationships which will insure the most productive results of their joint and individual efforts to improve the educational program of the District. In addition to certain staff relationships, provision is made to authorize Association use of District facilities, equipment and services as hereinafter stated, subject to the general restriction that unless specifically exempted, Association business shall not interfere with the normal and routine operation of the educational program of any building or of the District; nor shall Association business be conducted at District expense or on school time. The rights granted herein shall not be granted or extended to any other teacher organization except where a valid question concerning representation has been clearly raised.
- B. The Association may use the buildings of the District for meetings.
- C. A bulletin board shall be designated in each building for use by the Association for the posting of notices (meetings, elections, vacancies, social events), reports, and information. All posted items shall carry an indication of responsibility for the item. Posting shall be the responsibility of the Association Representative in each building. Classroom or hallway bulletin boards shall not be used for these purposes.
- D. Regular District publications may be used for notices of meetings, elections and social events.
- E. Association materials may be circulated through the regular school distribution system and/or teacher mailboxes.
- F. The Association is authorized to use District equipment to prepare notices, the regular publications and reports, to use communications systems for making announcements, and to use District audio-visual equipment.
- G. The Association shall be supplied with reports or information prepared by the District for public distribution to assist the Association in developing intelligent, accurate, informed, and constructive programs on behalf of the teachers, together with information which may be necessary for the Association to process any grievance.

This shall not preclude distribution of reports or information to the Association prior to public distribution where the Association may have a special concern. The Association shall pay the District for any expense involved in the preparation of information solely for Association use.
- H. The Building Principal and the Association Representative(s) shall meet monthly to facilitate communications between the staff, the administration and the Association.
- I. At the middle and high school level, one Association Representative per building and/or session shall not be assigned a home room.
- J. The Association in consultation with the District shall be permitted to operate a Support Teacher Program in conjunction with the New Teacher Induction Program for purposes of providing new staff members with continuous professional orientation and information about the Port Huron Area School District. Support teachers shall have no disciplinary, evaluative or other administrative roles. The District shall provide the Association with up-to-date lists of the names of new staff personnel.
- K. President's Released Time

1. The President of the Association shall be granted up to full time release at the discretion of the Association. There shall be no loss of seniority, pay, or fringe benefits as a result of the released time. Upon expiration of the term of office, the President shall be allowed to return to the same position held prior to the leave, if available, or to a comparable position, if not available, with no loss of pay or benefits. The preparation period shall be used as a part of the day without charge to the Association.
 2. Prior to the opening of school, the Association shall notify the District as to the schedule and amount of the released time. In addition, the President shall be granted the use of five (5) days from his/her personal leave time for Association business. The President shall make request for this use on form PH-43. In addition, the President shall not be assigned extra duties, including home room.
 3. The District's Business Office and the Association shall agree to a written formula which determines the amount of payment to the District for the released time of the Association's President. This agreement should be established prior to the effective date of released time.
 4. The amount of payment to the District shall be equivalent to the percentage of reduction of classroom teaching or assigned duties as applied against the President's contracted salary for that school year, however, the Association shall not be charged for the preparation time nor for the first half (one-half) hour of released classroom time.
- L. The District Personnel Directory, when published, shall include a listing of Association Officers and Association Representatives as provided by the Association.
- M. All committees appointed by the District shall have teacher representatives, including existing committees, which have at least one (1) Association selected representative. Upon notification, in writing, by the District to the Association of the establishment of the committee and the number of teachers on the committee the Association shall supply to the District the names of teachers within twenty (20) duty days. If the Association shall fail to so supply the names of teachers, the District may appoint the teacher representatives with the approval of the Association. The purpose of such committees will be to provide a means of communication, to review and gather facts concerning educational matters, and to provide the Superintendent of Schools with information and guidance.
- N. 1. A teacher shall be entitled to have present a representative of the Association when an administrator is going to make a formal oral or written reprimand or take some disciplinary action that is written and will become a part of that teacher's personnel file. 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.
2. No teacher shall be disciplined, including warnings of consequential disciplinary action, reprimands (verbal or written), or suspended, discharged or reduced in rank or professional advantage, or subjected to other actions of a disciplinary nature without just cause. Any teacher who feels he/she has been subjected to an unjust disciplinary action may seek redress under the grievance procedure hereinafter set forth except as limited by Article IV., Section M.2.a. (3), page 28. When any disciplinary action results in a written reprimand, suspension, discharge, loss of time and/or benefits, the specific grounds forming the basis for such disciplinary action will be made available to the bargaining unit member and the Association in writing. This provision shall not apply to the termination of services of a probationary teacher.
 3. A teacher desiring to respond in writing to a reprimand or other disciplinary action shall do so within ten (10) school days of the date of the action. If response is not made within such time period, then no response may be made a part of the teacher's personnel file. If an Association Representative was not present at the time of the disciplinary action and if the disciplinary action

is reduced to writing, the District agrees to advise the Association of the fact that action has been taken and the name of the teacher against whom the action was taken.

- O. Whenever a teacher is required by the District to act on behalf of the Association during the school day, the teacher shall be released from regular duties without loss of salary or leave time. Normally, grievances will be processed outside of class hours. This is not to be used in such a manner as to deny the teacher Association representation.
- P. No religious or political activities in the personal life of a teacher, or the lack thereof, shall be grounds for any discipline with respect to the professional employment of such teacher.

ARTICLE II

PERSONNEL PROCEDURES

Section One

General Budget Expenditures for Bargaining Unit Members:

A minimum District wide ratio of PHEA bargaining unit members (exclusive of Reserve Teachers) of 46.4 such members per 1000 students as of the fourth (4th) Wednesday count shall be in effect during the life of this agreement. (This ratio assumes a six (6) period day at the secondary level.)

Section Two

- A. The District shall have as its prime objectives the recruitment; hiring and retention of the most qualified teaching staff that it is possible to have and to assign each teacher in terms of his/her experience and preparation. The District shall recruit minority group educators in order that the staff may more closely reflect the minority student population pattern existing in the preceding school year. The Association shall assist the District by supplying names of qualified candidates, who would be available for employment, if such names are requested by the District. The necessary procedures for implementing these objectives shall be established by the Human Resources Department with the approval of the Superintendent of Schools. All procedures shall comply with the policies of the District and the pertinent laws and regulations of the State of Michigan.
- B. The District shall hire, at the probationary level, only teachers with certificates. In an emergency, the District may hire teachers with permits on a permanent substitute basis only. Exceptions to this shall be:
 - 1. Teaching Interns
 - 2. Teachers hired from other states with Michigan certification pending (one-year limitation)
 - 3. Teachers with lapsed Michigan certification (one-year limitation)
- C. During the school year notices of all teaching vacancies shall be published and posted for at least eight (8) working days in a predetermined location in every building of the District. Teaching vacancy notices shall specify the building and grade level or subject area department. The deadline for the receipt of applications for any teaching vacancies during the school year shall not be less than ten (10) working days after the date of publication.

After school closes and prior to the commencement of the next year, the deadline for the receipt of applications for any teaching vacancies shall be ten (10) calendar days after the date of publication.

- D. When notices of teaching and administrative vacancies are published, one copy of each such notice shall be sent to each building principal for posting in the office, one copy to each Association Representative for posting on the building Association bulletin board, one copy posted in the lobby of the Administrative Office Building, one copy sent to the Association President and one copy sent to the Association office.
- E. During the summer, sufficient copies of notices of teaching vacancies, as may be requested shall be sent to the Association office for mailing to those teachers who have filed proper notification of their interest in vacancies with the Association.
- F. Permanent assignments to teaching vacancies shall be made not later than one (1) month following the deadline for the receipt of applications unless the applicants for the vacancy are unacceptable to the District, in which case the vacancy shall be advertised one more time pursuant to the foregoing procedure before it is filled. Applicants for teaching vacancies shall be notified in writing concerning the disposition of their applications at the time of the decision by the District. Vacancies shall be filled by way of a regular contract or a contract of up to one year in length.
- G. The assignment of teachers to positions in the evening school program, summer school teaching and driver education program shall be handled in the same manner as regular teaching positions. All jobs will be posted and filled with qualified and/or certified bargaining unit members first, then, if no one from within the bargaining unit applies, other non-bargaining unit applicants will be given serious consideration.

If a non-bargaining unit member is holding the position and a bargaining unit member expresses an interest in writing to the Director for Human Resources, then, the position shall be posted and the normal procedures followed. All requests must be made prior to the start of the semester, in which the program will occur, otherwise the request will be held until the end of the semester. For the purpose of this agreement, summer will be considered a semester.

- H. In regard to the filling of extra pay assignments as set forth in Attachment E-1 and E-2, within his/her building, the building principal shall notify his/her staff by posting a dated copy of the available positions on the bulletin board in the office, and he/she shall supply the building Association Representative(s) with a copy/copies of the same.
- I. Extra pay assignments are assigned to teachers on an annual basis, subject to the following provisions: A vacancy exists in an on-going extra pay assignment when the teacher notifies his/her building principal that he/she is no longer interested in the position or the teacher has been notified in writing of the specific reasons that he/she has performed less than satisfactory in the position. Extra pay positions may be established or discontinued at any time by the District. The time limit for bidding and filling extra pay vacancies not filled within the building as per Article II, Section Two, A, will be the deadline set forth in Article II, Paragraph C. The District, when creating new extra pay positions, will negotiate the terms, salary, and conditions of those positions with the Association.
- J. In the event the extra pay assignment is discontinued or suspended for a period of time and then reinstated, the last teacher to have held the position shall be the person assigned to that position. Teachers who are reassigned to another building because of school closure, and who lose an extra pay assignment, shall be entitled to the same extra pay assignment in the new building, if it is vacant at the time of reassignment.

Section Three

- A. Assignment of the teaching staff within the District is the responsibility of the Superintendent or his/her designee. Beginning with the 1995-96 school year, no administrator shall have any elementary teaching or support responsibility (e.g. Chapter I, Success, Music Specialist, Speech Pathologist, Teacher Consultant, Social Worker). Assignment of staff within a building shall be the responsibility of the building principal. During the school year the principal shall notify his/her staff of vacancies within his/her building by posting a copy of the available positions on the bulletin board in the office, and he/she shall supply the building Association Representative with a copy of the same.

Teachers interested in positions available within their buildings should make a written request with the building principal for consideration. During the school year, the District will advertise vacancies both within the building and throughout the District at the same time, as well as such other places as the District deems necessary. After the close of school, the District shall advertise all vacancies pursuant to the timelines in Article II, Section Two, Paragraph C. When filling vacancies, first consideration shall be given to those teachers applying within the building.

- B. Teachers shall be assigned within the scope of their certification. It is desirable to consider teacher aspirations and interests in making assignments.

When the District or the Association deems it necessary to change or add a qualification to teach, a four person committee will be called together to study the issue and make a consensus recommendation. The committee will consist of the PHEA President, PHEA Vice-President, Executive Director of Employee Relations, and the Assistant Superintendent for Instruction and Administration. The committee's recommendation will go to the Superintendent for final approval after consensus has been reached.

- C. 1. When teachers with two (2) or more years' seniority credit in the District, who are assigned less than full time positions, apply for any vacancy they shall be considered for the vacancy without regard for their less than full time status. If not selected for that position the applicant shall be given reasons, upon request, in writing, based upon teaching performance and qualifications.
2. When more than one teacher applies for a vacancy, the following factors shall be considered in making the assignment to the teaching position:
- a. Length of service in the District
 - b. Certification
 - c. Education
 - d. Experience
 - e. Competency
3. New hires must stay in position hired for one school year unless there is a chance for someone to increase their job percentage.
- D. Teachers may assume that they will have the same normal teaching assignment for the following year unless notified in writing by the close of school or as soon as a re-assignment is determined. Whenever possible, consultation with their building administrator will occur prior to the re-assignment.
- E. The District will make every effort to avoid closure or reorganization of classrooms or programs after the school year has begun. However, in the event such reorganization becomes necessary, a teacher affected by the reorganization shall be provided with up to two (2) full days of released time to prepare for the new assignment. Additional days may be granted at the discretion of the Director for Human Resources. In addition, if the teacher has expended his/her personal funds for materials or supplies for

the original assignment, the District will reimburse him/her for reasonable expense upon a showing of receipts.

- F. A voluntary transfer of a teacher may also be initiated and carried out by the Superintendent or his/her designee, after consultation with the teacher.
- G. An involuntary transfer shall be made only in an emergency or to prevent undue disruption of the instructional program. Consultation with the Superintendent or his/her designee shall occur with both the teacher and the Association prior to the involuntary transfer, unless the individual member objects and the Association is informed prior to consultation. In such cases where the Association is not present, the District shall notify the Association of any involuntary transfer that occurs. The District shall notify teachers so transferred as soon as such a decision is made and indicate the reason for such transfer.
- H. After approval of the District and providing they have the proper qualifications, two (2) tenure teachers may choose to exchange teaching assignments within the District for a period of one (1) year. In addition, teachers on the secondary level may request an exchange of teaching assignments for one (1) semester, with the approval of the District. Upon the approval of the District and the two (2) teachers, the transfer shall continue. At the commencement of the second year, the transfer shall be considered permanent.

Upon approval of the Superintendent or his/her designee, a part-time and full-time teacher may exchange positions for one (1) year. The exchange may be renewed with the approval of the District and the teachers involved. During a time of staff reduction, the teachers will be staffed according to their original assignments. After staffing has taken place, the teachers may then request a renewal of the exchange. During the time of the exchange, all benefits and salaries shall be pro-rated to the teachers' appropriate step and level. Each teacher shall retain his/her seniority and it shall accrue. At the conclusion of the year's exchange, both teachers shall revert to their original status.

I. Shared Time Process

Two (2) teachers who wish to share a 100% assignment, with each teacher's position being 50% on the elementary and middle school level and 60%-40% on the high school level, may initially apply for such an assignment for the coming school year. The following procedure will be used:

1. Both teachers must agree in writing to share an assignment with the other.
2. If both teachers are in the same building, the building principal must give approval.
3. If each teacher is in a separate building, the receiving principal must give approval.
4. In the spring of each year, the District will allow teachers to indicate in writing a desire to be part of the Shared Time Process. Letters must be received by the District's Human Resources Office prior to completion of the Preference Sheet.
5. A meeting of these teachers will be held by the District's Human Resources Office. At that time, teachers may attempt to match up with other teachers to share an assignment. Only those who actually match up will be continued through this process initially. The Port Huron Education Association shall be represented at this meeting.
6. Each full-time teacher will be initially assigned, as though he/she was still a full-time teacher, using the staffing process for each building. The teacher will, therefore, be either assigned, or displaced. The teacher will not yet be placed in a shared-time assignment.

7. The District then holds its District-wide staffing
 - a. The District will then attempt to fulfill the shared-time requests of teachers.
 - b. The District will wait through the staffing to see if both teachers will be assigned 100% positions. If so, the shared-time assignment will be established in the position of the most senior teacher. The less senior teacher will be the displaced teacher during staffing the following spring. The more senior teacher will be placed the following year based on the position the teacher holds this year, but that teacher is subject to being displaced through the normal staffing process.
 - c. The vacancy in the less senior teacher's building will be filled by a displaced teacher during District-wide staffing, if possible.
 8. If one (1) of the two (2) teachers is not initially assigned a one hundred percent (100%) position during District-wide staffing, the process is nullified.
 9. All shared-time positions are one (1) year assignments. Each year the process is reinitiated
 10. Teachers placed in shared-time positions cannot request a position of greater percentage for the remainder of the school year.
- J. Less-Than-Full-Time Teacher Process (Teachers other than shared-time teachers)
1. Volunteering for less than full-time positions.
 - a. The teacher must indicate in writing to the Human Resources Office, his/her interest in a less-than-full-time position for the coming year. Each year is to be treated separately.
 - b. The letter must be received by the Human Resources Office prior to the completion of the Preference Sheet.
 - c. The letter must indicate how great a percentage of part-time the teacher is interested in.
 2. Placement
 - a. Each year, part-time teachers who volunteer for part-time the following year (I 1 a. above) will initially be processed for staffing at the building level.
 - (1) If the teacher is not displaced at the building level, the teacher is initially still in his/her position.
 - (2) If they are displaced the District will attempt to place them during District-wide staffing based on seniority, certification, qualifications, and their Preference Sheet.
 - b. All full-time teachers who wish a part-time assignment the following year will initially be processed at the building level as full-time teachers.
 - (1) If the teacher is not displaced from his/her full-time position at the building level, the teacher will initially remain in his/her full-time position. At the time of District-wide staffing, an attempt will be made to place the teacher in a part-time position, based on seniority, certification, qualifications and Preference Sheet, using the same process as for a full-time displaced teacher.

(2) If the teacher is a secondary teacher (Grades 7-12) and the teacher remains in his/her full-time position at the time of District-wide staffing, the teacher's full-time assignment may be reduced to the requested percentage. The decision to reduce a full-time position will be made by the building principal and the District. The remaining part will be filled with either:

- (a) Another teacher who requested part-time or
- (b) From the Layoff List

Each of the blocks of time must be contiguous periods.

(3) If the senior teacher wants to go back to full-time the following year, the teacher will initially be considered full-time in the staffing process.

- 3. Teachers who are initially assigned full-time positions and then volunteer for a less-than-full-time position, and are placed in one, cannot later request an assignment of greater percentage for the remainder of the school year.
- 4. Teachers placed in less-than-full-time positions (not volunteering and not on the shared-time plan)

The District is obligated to place the teacher's name on the Layoff List until such time that the teacher is placed in a position equal in percentage to the District's obligation to him/her.

- K. Dismissal of teachers shall be carried out solely through the provisions of the Michigan Teachers' Tenure Act. These provisions apply to teachers in federally funded and specially funded programs as well as other teachers.
- L. Resignations shall be made in writing to the Human Resources Department as soon as a teacher is aware that he/she is leaving the District. Failure to fulfill a contract without notification sixty (60) days prior to the opening of school, unless mutually approved by the teacher and the District, shall constitute a breach of contract.
- M. When staffing allocation patterns are changed within the District not involving layoff, the following procedures shall be used:
 - 1. The building principal will discuss with the teachers in the grade level or subject area affected, possible solutions to the problem. It is hoped that voluntary transfer on the part of a teacher will provide the necessary solution.
 - 2. If no solution is found through a voluntary transfer, the procedures specified in Article II., Section Four, Paragraph B., 3. Establishing the List of Displaced Teachers, will be utilized.
- N. When being assigned to positions, teachers must meet the certification and qualification standards established in Article II., Section Four B., 5., a., and b.

Section Four

A. Seniority:

- 1. a. No later than November fifteenth (15th) of each school year, the District shall prepare a Seniority List of all bargaining unit members, indicating the teacher's name and rank order of seniority status as determined below. Such List may include teachers of equal ranking which need not be determined until it becomes of issue. Copies of the Seniority List will be posted in

each building on the office bulletin board, on PHEA bulletin boards, in staff rooms and provided to the Association as soon as the List is prepared.

- b. This List will be continuously updated upon receipt of information calling for correction or change as supplied by the individual teacher to Human Resources throughout the year. Updated copies of the List shall be published and posted as above on February fifteenth (15th) and on May first (1st) of each school year. If the Board acts to reduce staff through a general staff reduction, the List as published on May 1 will be frozen for the remainder of that school year and will be used to determine ranking for placement purposes. This list will remain in effect until May 1 of the following school year.

2. Establishing the Seniority List

Seniority for purposes of general staff reduction shall be defined as all years of teaching service to the District including seniority years of credit for leaves where seniority is granted as provided by this Agreement. In the event that a reduction is necessary and one or more teachers have an equal amount of seniority, the following criteria shall be used in declining priority:

- a. District years of teaching
 - b. Total years of teaching
 - c. Highest degree earned
 - d. Semester hours earned beyond the highest degree (term hours equated)
 - e. Total semester graduate hours (term hours equated)
 - f. Draw lots
3. In determining years of service for purposes of seniority all years of teaching service in the District shall be counted. In the event that a teacher has taught for ninety (90) duty days or more in any one (1) school year he/she shall be given credit for one (1) full year of seniority. Any teacher on leave of absence or renewal for which increment credit is given shall be given seniority for such period. In the event that increment credit is not given for leave of absence or renewal there shall be no seniority accrued. Internship shall not be counted as a year of service for seniority. Teaching service in the District shall be limited to work served in the bargaining unit.

B. General Staff Reduction

1. a. In the event the Board acts to reduce staff for any reason, examples of which are for financial hardship, enrollment changes and legislative enactment, the District shall discuss potential layoffs with the Association at least sixty (60) days (sixty calendar days) before the effective layoff date for the purpose of informing the Association of the impact such reductions will have on the teaching staff. The teachers so affected by the layoff shall be notified by June 1 of layoffs to be effectuated at the start of the following school year.
 - b. It is expressly understood that any and all initial millage requests by the District during the life of this Agreement will, when combined with state and federal aid, meet the express terms and conditions of this Agreement.
2. Establishing the List of Staff Needs
 - a. The District will determine staff allocations.

- b. Building Administrators shall discuss any allocation change in their building with the teaching staff at a regular staff meeting.
- c. After the impact of the staffing allocations and the impact of such changes on the staffing patterns in their building is known, teachers, at the secondary level, will submit in writing to their principals their desires, aspirations, and assignment request for the coming year.
- d. The Building Administrator shall explain at a regular or special staff meeting his/her final staff needs before they are submitted to the Superintendent. Such meeting shall be held at least five (5) days prior to the submission of the final staff needs, if a special staff meeting is required.
- e. The Superintendent, or his/her designee, will develop a List of Staff Needs based upon meeting the staffing needs of the District. The District will provide copies of the List of Staff Needs to the Association and each building A.R.

The list will indicate:

(1) Types of positions required:

- (a) Grade levels (K-6)
- (b) Subjects (Grades 7 through 12)
- (c) Special Services (e.g. Social Workers, Counselors, Art, Music, Physical Education Specialists, Speech Therapists, Psychologists)

(2) Numbers of each position required

(3) School locations

Establishing the List of Displaced Teachers

- 3. a. If an elementary position is to be deleted, or if 50% or more of the assignment is changed or the percentage of the total assignment is reduced, the least senior teacher in the affected grade or other assigned area (e.g. Chapter I, Success, Special Education) is displaced. When a teacher is displaced from a grade or other elementary assignment, the Preference Sheet will be used to determine placement.
- b. Secondary teachers are displaced if 50% or more of their assignment is changed or the percentage of their total assignment is reduced. If they are displaced, they will be assigned to a vacancy in that department or subject area, if one exists, and they are certified and qualified to fill the position. If there is no vacancy, the displaced teacher will displace the least senior teacher in that department or subject area for which he/she is certified and qualified.
- c. Persons displaced under a. or b. above may remain in their building provided they have indicated on their Preference Sheet a desire to do so, have more seniority, and are certified and qualified for the position.
- d. However, if a vacancy is known in a building prior to District-wide staffing, a displaced teacher within that building may be assigned to that vacancy if the teacher has the proper certification and qualifications as defined in Article II., Section Four, B., 5., a., and b. In the event more than one teacher makes such a request, seniority shall prevail.

- e. If a vacancy is known in a building prior to staffing, and that vacancy is not filled by a teacher who is being displaced, any teacher in the building may request a reassignment and may be assigned to that vacancy. In the event the administrator denies the reassignment request, he/she shall provide in writing to the teacher and the Association the reasons the request was denied. If more than one teacher in the building wishes to be assigned to a vacancy, the most senior teacher will be considered first. If he/she is not assigned to the vacancy, the teacher and the Association will be given, in writing, reasons for the denial.

If a position is denied under this section, for other than contractual reasons, the individual may request, in writing, with a copy forwarded to the Association, that the Association not be informed of the reasons for the denial.

If the Administrator fails to provide the Association with the written reasons as to why the request as denied, the Association shall inform the appropriate Executive Director. The Executive Director shall take the appropriate steps to ensure that this provision of the contract is followed.

- f. The District will establish a List of Displaced Teachers, comprised of those teachers whose positions were eliminated as above, listed in order of seniority.

4. Establishing the Tentative Building Placement List

The District will establish a Tentative Building Placement List which indicates each bargaining unit member's name, ranking, and tentative assignment.

5. Placement of Displaced Teachers

- a. When the District and Building Administrators meet for the purpose of staffing, the Association shall be invited to review the staffing process in the Human Resources Office concurrently with the staffing process being conducted. Beginning with the most senior teacher on the Displaced List the District will assign each teacher to a position based on the preferences indicated on the teacher's Preference Sheet. Teachers must meet certification and qualification requirements for the assignment. At the high school level teachers must meet accreditation requirements. For each preference the following process will be followed:

- (1) The District will determine if there is a vacancy. Vacancies will be filled first.
- (2) The District will determine the lowest senior teacher holding the desired position. The displaced teacher will assume the position of the less senior teacher and the less senior teacher will be added to the Displaced List.
- (3) If the preferences on the teacher's Preference Sheet are exhausted the teacher will be placed in the least senior position for which he/she is certified and qualified.

- b. At the middle school level (7th and 8th grade) a teacher must have a major, minor, a minimum of twelve (12) semester hours (term hours equated) in the general subject area to be taught, or one (1) year's experience in the subject to be taught. A minor, a major, or one (1) year's experience in the subject to be taught shall be required for assignment to industrial arts, home economics, instrumental music (Band) and Physical Education. Certificates issued to teachers which indicate specific endorsements for the middle school level are recognized as limiting that teacher to teaching only those subjects.

- c. If any teacher cannot be placed in an assignment as a result of the above process, he/she will be immediately placed on the List of Teachers To Be Placed On Layoff according to the teacher's seniority ranking.
- d. No tenure teacher shall be placed on Lay-Off as a result of the above process, if a position that he/she is certified for is held by any probationary teacher.
- e. The District will publish the Placement List, which will be prepared and published, so that copies may be posted in each building on the office bulletin board, on PHEA bulletin boards, in staff rooms, and provided to the Association as soon as determined.

The List will indicate:

- (1) Teacher's name
- (2) Assignment
- (3) Rank order

- f. The District will publish a List of Teachers To Be Placed On Layoff, which will be prepared and will be provided to the Association as soon as determined. The List will indicate:

- (1) Teacher's name
- (2) Rank order

- g. The Superintendent will recommend to the Board and the Board will act to release all teachers whose names appear on the List of Teachers To Be Placed on Layoff.
- h. Repayment of Unemployment Compensation. A bargaining unit member who is laid off, qualifies for and receives unemployment at any time after the end of the school year and before the start of school (the "Layoff Period") who is recalled to work for the ensuing school year shall repay any unemployment benefits received during the Layoff Period by payroll deduction in equal payments over the entire school year to which the teacher is recalled to employment with the District.

C. Recall

- 1. A teacher may request a voluntary transfer to a different building or position. Such a request shall be made in writing to the Human Resources Office on a form printed and provided by the District. These forms will be available in the Human Resources Office. The teachers desiring transfers shall have their names placed, according to seniority, on the Teacher Transfer List. When a vacancy occurs, the most senior teacher on the above list who is certified and qualified for the position, may be offered the position. The teacher shall accept or reject the position within seven (7) days of being offered the position. If the most senior teacher is not offered the position, the Association and the teacher shall be notified in writing of the specific reasons he/she was denied the position. If the most senior teacher is not offered the position, then the process listed above will be applied to the next senior teacher on the Teacher Transfer List who is certified and qualified for the position. If a teacher on layoff is certified and qualified for a vacancy and has more seniority than a teacher on the Teacher Transfer List who is interested in the same vacancy, the teacher on layoff shall be offered the position. The Teacher Transfer List will only be used to fill a vacancy when there is a person on the List of Teachers To Be Placed On Lay Off certified and qualified for that particular vacancy. Such requests shall remain in effect for one (1) year from the date of submission, unless

withdrawn by written notice of the individual teacher. A copy of an updated Teacher Transfer List shall be provided to the Association.

2. Teachers, when recalled to an assignment that is not exactly the same as formerly held due to displacement or transfer, must meet certification and qualification requirements (Article II, Section Four, B.5.a. and b.)
 - a. In the event a vacancy occurs at the elementary level and that vacancy is the same assignment held in that building the previous year by a displaced teacher, the teacher shall be returned to his/her former assignment, if he/she indicates on the Teacher Transfer List his/her desire to return. In the event a vacancy occurs on the secondary level and that vacancy consists of a majority of the displaced teacher's subject area held in that building the previous year, the teacher shall be placed in that vacancy, if he/she indicates on the Teacher Transfer List his/her desire to return.
 - b. If no teacher on the Teacher Transfer List accepts a transfer to the vacancy, the District shall offer the position to the highest ranked teacher on the List of Teachers To Be Placed On Layoff
 - c. The Teacher Transfer List will be used for all vacancies through the date of the "Fourth Wednesday" count. Following that date if any teacher requests a transfer and is awarded a new position such transfer will be effective at the end of the semester during which the transfer is awarded or earlier at the discretion of the District. All probationary teachers will be excluded from the transfer procedure for the duration of his/her probationary period unless the transfer procedure would allow the probationary teacher to return to the building assigned the preceding year.
 - d. Any teacher who was a full-time teacher before a General Staff Reduction and who accepts part-time employment with the District as a result of a lack of available full-time positions shall retain his/her position on the List of Teachers To Be Placed On Layoff and shall be offered a full-time vacancy in the order of his/her seniority ranking should such a vacancy occur.
 - e. When a vacancy occurs to which a teacher on layoff may be assigned the District shall notify such teacher of the vacancy in writing by certified mail, return receipt requested. All teachers on layoff shall advise the District of their last residence address and of any changes subsequent to the initial notification. The District shall send such notice of recall to such teacher at the last address of record. In the event the teacher does not accept such position within seven (7) calendar days of the date of receipt of notice of such vacancy, the teacher shall be deemed to have refused the assignment, in which event the teacher shall remain on the List of Teachers To Be Placed On Layoff, but shall be placed at the lowest seniority ranking thereon. In the event a teacher does not accept two (2) positions, he/she shall be deemed to have resigned from the District. No teacher shall be required to accept an appointment prior to the end of a semester.
 - f. Laid off teachers who remain on the List of Teachers To Be Placed on Layoff for a period of three (3) consecutive years from date of layoff will have their name removed from such list. The District then has no obligation to the teacher.
 - g. A probationary teacher may be rehired only for a position for which a tenure teacher is not available.
 - h. A teacher who requests a transfer shall be limited to no more than two (2) transfers per year. Requests for transfer shall be renewed annually.

D. Preference Sheet

All bargaining unit members will complete a Preference Sheet (Attachment F). Preference Sheets will be submitted to the appropriate administrator the day after the List of Staff Needs has been submitted. The administrator receiving the Preference Sheets will send those sheets to the Human Resources Office on the day they are received. Any changes in the Preference Sheet shall be mutually agreed upon by the Association and the District.

Section Five

Human Resources shall maintain a Personnel Record for each teacher. Any written evaluation, including reprimands or disciplinary actions, shall be filed in the record. Nothing shall be filed without the teacher's certification that: "I have received a copy of this material." In the event that a teacher refuses to acknowledge receipt of a written evaluation, such evaluation may be filed if accompanied by a written statement of the time and place when such teacher refused to acknowledge such receipt, together with proof of service by certified mail addressed to the teacher involved. A teacher may examine his/her personnel file, except for materials provided by organizations or individuals outside of the school district. The teacher may authorize examination of his/her record by the Association.

In the event the District is in receipt of a written request for any or all information contained in the personnel records of a teacher, the District shall notify the teacher as soon as possible of such a request. Prior to the release of any information, the teacher shall be provided an opportunity to examine any information as it has been prepared for release.

Section Six

Financial Responsibility (Agency Shop)

- A. The District and the Association recognize that membership in the Association is not compulsory for employment with the District, however, it is recognized that the Association represents all of the employees in the bargaining unit fairly and equally whether or not any employee is a member of the Association. The terms of this Agreement have been made for all employees in the bargaining unit and not solely for the members of the Association.
- B. All teachers who are members of the Association or who are otherwise committed to the Association for the payment of membership dues or a service fee shall continue to be so obligated as a condition of employment. Teachers newly hired are required to commit themselves to this obligation within thirty (30) days of their start of duty.
- C. The parties expressly recognize that the failure of any teacher to comply with the provisions of this Article is cause for discharge from employment. Such discharge shall be pursuant to statutory provisions and shall take place at the end of the semester in which the commitment was to be made. If such teacher appeals the discharge, the District and the Association agree the teacher will not be released until the appeals process is exhausted and upheld. It is mutually agreed that teachers granted an unpaid leave-of-absence will not be subject to the obligation of these provisions during the time the leave is in effect. The service fee required to be paid under the provisions of this Article is the amount of dues uniformly required of members of the Association, but excluding initiation fees and other assessments.
- D. The Association agrees to notify the District in writing of all members of the bargaining unit who have not fulfilled the provisions of this Article, and to furnish any other information needed by the District to fulfill these provisions. Notification shall be given to the District by the Association within ten (10) school days of the end of the commitment period. Failure on the part of the Association to provide such a list

within the specified time limit shall relieve the District of any responsibility regarding the releasing of teachers from their contracts.

- E. The Association will agree to indemnify and save the District harmless from and against any and all claims, and/or suits (excluding unemployment compensation claims), that may arise out of any action taken, or payroll deductions made by the District pursuant to or in compliance with this Section.

ARTICLE III

LEAVES OF ABSENCE

- A. It is generally agreed that a child's education is most enhanced by consistent and continuing contact with a qualified teacher. For this reason, absence of the teacher from the classroom should neither be requested nor approved lightly. It is recognized, however, that teachers are occasionally faced with an unavoidable necessity to be absent on a short-term basis. In addition, there are long-term absences which may result in benefits to the individual and/or the District. It is the purpose of this Article to provide an orderly and just procedure for leaves-of-absence.
- B.
 - 1. Each teacher shall have an individual leave bank. The bank shall consist of the accumulated leave time earned by the teacher and such leave time as is granted in advance each school year. All teachers shall earn leave time at the rate of one and one-half (1 1/2) days per school month. An advanced credit of leave days shall be granted each teacher each year at the same rate. In the event a teacher leaves the school system during the school year and has used unearned advanced leave credit, a proportionate deduction, equal to the teacher's daily pay rate times the number of such days, shall be made from the teacher's final pay.
 - 2. The maximum accumulation of leave days allowed each teacher shall be 240 days. A statement of available leave time shall be provided to each teacher prior to the opening of each school year. The statement shall include accumulated leave time and the advanced credit of leave time.
 - 3. The District agrees to establish a Sick Leave Bank. The Board of Education will place 350 days in the bank at the beginning of each school year. The primary purpose of the sick bank is to protect employees' earning power during periods of protracted and unavoidable absence due to his/her incapacity to perform the responsibilities of their assignment.

A Sick Leave Bank Committee shall be established and composed of two (2) teachers appointed by the Association and two (2) administrators appointed by the Board and the Director of Human Resources. This Committee will make decisions regarding the Sick Leave Bank. The Sick Leave Bank Committee's decisions shall not be subject to the grievance procedure set forth in Article IV.

- a. In the event that a teacher has exhausted his/her individual sick leave bank and is certified by a physician to have a personal illness, injury, or disability, the teacher may apply to the Human Resources Office for benefits from the Sick Leave Bank.
- b. The first thirty (30) duty days of a disability will not be covered by the Sick Bank, but must be covered by the person's own accumulated sick leave or absence without pay. Members who do not have thirty (30) duty days of accumulated sick leave to use will be placed on unpaid medical leave until the waiting period is completed. Sick leave days that are clearly identified by the physician as related to the same disability and are within a one-year window will count toward the fulfillment of the 30-duty-day waiting period.
- c. Sick Leave Bank cannot be used during layoff or other non-compensated leaves.

- d. Elective surgery does not qualify for the Sick Leave Bank
 - e. During such leave the District agrees to continue and maintain all of the health and other fringe benefits to the extent permitted by insurance carriers.
 - f. As soon as the waiting period for long-term disability has expired, and the teacher has qualified for LTD benefits, he/she shall no longer be entitled to draw benefits from this bank.
 - g. When a teacher has provided certification by a physician, notified the Human Resources Office, exhausted his/her individual leave bank and/or has fulfilled the waiting period of thirty (30) duty days, the teacher shall be eligible to draw days from the Bank. The Sick Leave Bank benefits will be paid beginning the day after the teacher has exhausted her/his individual sick leave and/or has completed the thirty (30) duty day waiting period, as provided in Article III, B., 1. The teacher may be eligible to apply to the Sick Leave Bank for coverage up to the remaining school days of his/her disabling illness or injury or until he/she is eligible for the disability insurance provided for in Article VII, and O.,4.
4. In any case where a teacher is absent from his/her employment by reason of an injury compensable under the Worker's Compensation Act, such teacher shall be paid the daily amount actually earned minus the amount of daily compensation received under the Act. Leave time under the Act shall be deducted from the teacher's individual leave time in proportion to the daily amount paid by the District.
 5. Leave time shall be deducted only for an absence which occurs on a day for which a teacher would normally be on duty.
- C. It shall not be considered an absence from duty when any teacher is on District business as requested and/or approved by the District. All school business absences shall be processed through the use of the Travel Application and Expense Statement (PH-T2). This shall include, but not be restricted to, court appearances, and legal consultations requested by the District as a result of school employment.
- D. 1. a. Long term leaves of absence become available to teachers upon attaining tenure status. These absences may extend up to one school year with Board approval. Additional leaves may be requested, but approval will be at the option of the Board. The foregoing shall not apply to maternity and adoptive leaves which are covered under Article III, G.
- b. Such leaves are granted by the Board of Education upon written application, with supporting data where required, to the Human Resources Department. All reference hereafter to one year leaves of absence or one school year leaves of absence shall mean whatever number of duty days in accordance with Article VII, H except in the case of medical leaves.
- Accumulated leave time is retained during these leaves. No leave time may be earned during such leaves. Increment credit is allowed as indicated below. All long term leaves of absence are without pay except leaves of absence for advanced study. No charge will be made against the individual leave bank time.
2. a. Upon return from an approved long-term leave of absence, the District will return the teacher to an assignment comparable to that held by the teacher before going on leave.
 - b. For teachers returning from a renewed leave of absence, placement for the returning teacher will be given priority over teacher interns, new applicants or permanent substitutes.
 - c. A leave-of-absence for advanced study shall be granted for a limit of one (1) school year. It shall be requested on or before May 1st (first) of the preceding school year. Such leave shall be

limited to teachers on tenure. A teacher, when applying for such leave, shall provide the Human Resources Office with documentation that he/she will be enrolling as a full-time student in a program of advanced studies. Full-time status shall be determined by the accredited college or university. No more than two percent (2%) of the total teaching staff shall be granted leaves-of-absence for this reason in any one year. If the number of requests warrants, fifty percent (50%) of those granted shall be to elementary teachers and the balance to secondary teachers. Priority shall be given to teachers requesting a second consecutive year of leave for advanced study. Advanced study must increase the teacher's teaching competency and be accomplished in a suitably accredited college or university. A limit of two (2) years of such leave may be granted in any ten (10) year period to any one teacher. Increment credit shall be allowed upon receipt by the District of documentation from the accredited college or university that the teacher has completed the studies for which he/she was enrolled. Requests for leaves for advanced study in excess of two percent (2%) may be submitted to the Board of Education with the Superintendent's recommendation. (See Article VII for compensation provisions.)

- d. Educational Travel Leave: A leave-of-absence for the purpose of educational travel, university credit travel-course, or any District approved plan that would enhance the teacher's effectiveness, may be granted to any tenure teacher. The leave shall be for a period of one (1) semester or for one (1) year, and no increment credit will be allowed.
- e. (1) Foreign Teacher Exchange Leave: A leave-of-absence for one (1) year may be granted to any tenure teacher for the purpose of teaching in the schools of a foreign country, provided such foreign country shall have agreed to furnish a teacher of corresponding rank or school level to fulfill the duties of the teacher on leave. During the period of the leave-of-absence for teaching in a foreign country, the teacher shall receive from the District the same compensation that he/she would have received had he/she been present and teaching in a school of the District. Such leave-of-absence shall not in any way affect the retirement rights of the teacher as a member of the Michigan Public School Employees' Retirement Fund and the period of the leave-of-absence shall be credited to the total years of service of the teacher in the same manner as if he/she had not been granted the leave-of-absence and been present within the District engaged in actual teaching service.
 - (2) The teacher furnished to the Port Huron Area School District by the foreign country, must agree to comply with the policies of the District and the District will furnish the same working conditions for said teacher as for regularly employed teachers.
- f. Extended Emergency Leave: An extended emergency leave-of-absence for the remainder of the school year in which taken may be granted when circumstances beyond the control of the teacher requires such leave. No increment credit is allowed. There shall be a limit of two (2) renewals.
- g. Request for leaves-of-absence due to extended illness may be initiated by the teacher, or by the Superintendent for the teacher, where extended medically certified physical or mental illness precludes performance of assigned duties. Such leaves shall be granted for a maximum of one (1) year after all accumulated leave has been used. No increment credit is allowed during the leave. Assistance shall be provided in the obtaining of a disability retirement under the Michigan Public School Employees' Retirement Fund or the Federal Insurance Contributions Act where the teacher is eligible for such benefits and desires to apply for disability retirement.

Return to duty may be requested at any time by the teacher, in writing, to the Human Resource Department, and is to be supported by a physician's certification of the teacher's ability to return to duty. The District shall notify all teachers on leave for extended illness of any anticipated staff reduction. The District shall place the teacher in a position according to the following and in the following order:

- (1) If there has been a layoff of staff during the teacher's leave and the teacher would have been laid-off but for being on leave, the teacher shall be placed on the Recall List according to the position he/she would have held but for being on leave.
 - (2) If a staff reduction is anticipated, the teacher must notify the District in writing by April 15th of his/her intent to return the ensuing school year. If such notice is not received, the teacher shall be placed on the existing Recall List based on his/her seniority.
 - (3) If there are no teachers on layoff at the time the teacher returns, the teacher shall be placed in his/her previous position or another position for which he/she is qualified at the option of the District. If neither of such positions are available, he/she shall be placed in the first open position for which he/she is qualified.
- h. Leaves-of-absence to accept other employment are restricted to certain categories of other employment, such as military duty, overseas teaching, Peace Corps, political office, or a temporary assignment with some governmental agency or institution of higher learning. Each request of this type of a leave must be accompanied by some evidence of the nature and duration of the employment. An original leave for military service shall be for the duration of the service as indicated in the supporting evidence. All other categories of leave under this paragraph shall be for the duration of employment as indicated in the supporting evidence and for the remainder of that semester, except that the teacher shall be given first opportunity to substitute at daily substitute rates, or after sixty (60) days in one specific assignment as provided by this Agreement. Increment credit shall be granted for these leaves.
- i. The President of the Port Huron Education Association or any tenure teacher elected President or Vice-President of the Michigan Education Association or the National Education Association shall, upon written request, be granted a leave-of-absence for up to two (2) years. At the discretion of the Superintendent of Schools, similar leaves shall be granted to teachers to serve as officers of other professional organizations.
- In the event that a teacher receives compensation for serving as President of a professional organization while on leave from the District, he/she may personally reimburse, or cause the District to be reimbursed, and have such reimbursement paid to him/her through the District in order to protect his/her retirement rights and benefits. Increment credit shall be allowed.
- j. A leave-of-absence shall be granted to any tenure teacher upon application for service on the staff of the Port Huron Education Association, the Michigan Education Association or the National Education Association. Such leaves shall be limited to two (2) years. Increment credit shall be allowed.
- k. A Leave of Absence for a period of either one (1) semester or one (1) year, without pay or benefits, may be granted after consultation to any teacher upon application for the teacher's personal use. No increment credit or seniority shall be allowed. The teacher may request one (1) renewal of a Personal Leave.
3. All requests for return from leave, and notice of teacher placement by position, shall continue to be made in writing by the teacher and the Human Resources Department.
- E. 1. Short-term leaves of absence are of either a professional or a personal nature. The professional leaves-of-absence do not involve a charge against the teacher's individual leave bank, whereas the leaves-of-absence for personal business do. Leaves of absence for personal business represent charges against the teacher's individual leave bank and are limited both by the teacher's individual leave bank and by any limits established below for each instance.

2. Short-term professional leaves-of-absence are to be requested upon Travel Application and Expense Statement (PH-T2). These shall follow normal channels and procedures established for use of this form. This shall apply whether or not District expense is to be incurred.
3. Any teacher who will not be able to report for a duty day shall notify the designated administrator at least one (1) hour before scheduled reporting time, or in an emergency as soon as possible, to allow for the hiring of a substitute. Provided, however, said designated administrator may designate an alternate person to be responsible for receiving such notification. Unless otherwise indicated at the time of notification of absence, the District will assume that the teacher will not report for duty for the following school day, unless the teacher notifies the designated administrator (or alternate person) by the end of that school day or at least one (1) hour before scheduled reporting time the following day that he or she will be returning to school. When no notice is given and the teacher reports for duty, if a substitute is hired who is not reassigned, the teacher will have the substitute daily rate deducted from teacher's pay, except in cases of an emergency when notification may be given ex post facto. In the event that the absence is for medical reasons and the teacher is under a doctor's care, and if the leave has been in excess of six (6) consecutive school days, the District may request certification from the teacher's doctor that the teacher is able to return to duty.
4. Except for the personal illness of the teacher, short-term leaves-of-absence for personal business are to be requested upon the Request for Personal Leave (PH-43). Such requests must be made out and submitted in advance, except in cases of emergency when they may be submitted ex post facto. Such leaves shall be approved by the building principal or the appropriate administrator. If the need arises for short-term leaves-of-absence for personal business (including religious holidays) which are not specifically mentioned below, the building principal shall forward the form PH-43 to the Human Resources Department for a decision. When possible, the District will honor the teacher's request for a particular substitute.
 - a. (1) Short-term professional leaves-of-absence include visitation and attendance at conferences, meetings, workshops, seminars, etc. When the District initiates the action to grant a person one of the above-stated short-term professional leaves, all documented or itemized expenses will be covered. When such leaves are requested by the teacher and approved by the District, they shall be at District expense within limitations and policies established by the District. An individual request for such leave, rejected because of budget limitations or District policies may be approved by the District at the teacher's expense provided substitutes are available within the budget. (See Procedural Memorandum #218, which is attached but not made a part of this Agreement.)
 - (2) To encourage professional involvement, the District supports employee participation by granting short-term leaves, paying certain expenses, and providing transportation within budget limitations and the procedures established by the District. The opportunity to attend a conference at District expense shall be rotated so as to promote professional development throughout the staff. Such attendance shall be considered particularly desirable when important information can be effectively acquired only by attending, when the staff member is appearing on the program, or when professional recognition is being accorded to him/her.
 - (3) Teachers interested in attending a conference at any time during the school year shall submit a request for travel and conference expenses. Those submitting the request prior to October first (1st) will be placed on an initial schedule for conference dates to be taken throughout the year. The selection of participants will be the responsibility of the District.

Individuals selected to attend a conference at District expense may be requested to prepare a summary of the conference for distribution to others.

- b. Short-term leaves-of-absence for personal business are of many types. Each is listed below with the limitations as to number of days for each such instance. Not less than one-half (½) day shall be deducted for such short-term leaves. Immediate family definition is to include: mother, father, son, daughter, brother, sister, spouse, mother-in-law, father-in-law, son-in-law, daughter-in-law.

(1) Illness

- (a) Teacher - individual leave bank
- (b) Serious illness in the teacher's immediate family and immediate household - up to five (5) days. (Serious illness is defined as: associated with acute illness with questionable prognosis; vital signs may be unstable and/or not within normal limits; patient has chance for improved prognosis.)

(2) Death

- (a) Immediate family, as defined above - up to five (5) days.
- (b) Non-immediate family - up to three (3) days.
- (c) Close personal friend - one (1) day.

(3) Routine Medical Attention

Where necessary dental or medical attention, including examination, cannot be scheduled outside of school time, the required time shall be allowed. This shall include physical examination for selective service purposes.

(4) Graduation

- (a) Teacher - one (1) day in Michigan, up to three (3) days out of Michigan.
- (b) Spouse, son or daughter - same as teacher.

(5) Required Appearance

- (a) Court by subpoena or summons – work-related: In the event an employee is subpoenaed or summoned to appear in court on a work-related matter, a special paid leave of absence, not to be deducted from the employee's accumulated leave, may be granted for that purpose, provided he/she presents the court order, subpoena or summons, if one is issued, to Human Resources as far in advance as possible. He/she shall be at work at all reasonable hours when not required at court.
- (b) Court if subpoena or summons to appear for a student-related matter, the employee must contact the Assistant Superintendent upon receipt of the subpoena. The Assistant Superintendent will assist the employee to assure compliance with all laws and regulations related to student information. Failure to seek guidance may lead to disciplinary action if violated of laws and regulations occur. Absence not to be deducted from employee's accumulated leave time.
- (c) Court appearances not related to work. In the event an employee is summoned or subpoenaed to appear in court on a non-work related matter, the employee may use personal business time or the employee may choose to be unpaid for this time.
- (d) Income tax investigation - one (1) day.

- (e) An employee's education appointments with colleges or universities which cannot be scheduled on other than school time and the teacher's educational or professional program is concerned - one (1) day.
- (f) Jury Duty: Any teacher called for jury duty will cooperate fully with the administration in requesting excuse or deferment until after the end of the school year. If excuse or deferment is denied and the teacher is required to serve during the school year, the teacher will be paid the difference between jury pay and his/her regular salary. Time spent on jury duty will not be deducted from the teacher's individual leave bank.
- (6) Household Emergency - one (1) day. (Limited to an emergency of such a nature that previous knowledge of the problem was lacking to the extent that arrangements to handle the problem could not be handled in advance of the emergency.)
- (7) Illness in the immediate family - one (1) day. (Limited to making arrangements for caring for the ill member of the family.)
- (8) For services on governmental boards as an official who has been publicly elected or appointed to fill a publicly elected position, not more than six (6) days per school year. If compensation is paid for such board service, the amount of such daily compensation shall be deducted from the teacher's pay, but, in that event, leave time shall be deducted in proportion to the daily amount paid by the District.
- c. The Association and the District will join in a cooperative effort to reduce the number of leave days expended in this provision [E.4.b.(1)]. This is on the condition that all other bargaining units in the District agree to this same effort.
- F. The District shall provide each teacher with two (2) non-cumulative personal leave days each school year. Use of such leave shall be charged to the teacher's individual leave bank. The teacher planning to use such a day shall notify his/her principal at least one (1) day in advance through submitting a PH-43. In an emergency, the one (1) day advance notification will be waived, but notification and submission of the PH-43 must be carried out.

The following are restrictions upon the use of the personal business day:

- 1. The day may not be used for personal pleasure, recreational travel, sports events, Association activities, or to seek other employment.
- 2. The day may not be used on a day immediately preceding or following a holiday or vacation period. This restriction will be waived if the personal business day is to be used for marriage of the teacher or immediate family, moving or closing of a mortgage.
- 3. In the event that the Assistant Superintendent for Administration and Instruction declares an emergency situation in a building(s) causing or resulting in student unrest, necessitating that teachers be on duty, then personal business days will not be granted during the emergency. This restriction will be waived if the personal business day has been previously scheduled and cannot be changed. The teacher shall consult with the building principal in these circumstances.
- G. 1. Maternity Leave: Request for a maternity leave of absence by a teacher shall be made at least six (6) months prior to the expected birth of the child. Medical certification of the pregnancy is required; this certification must include a statement indicating the employee is physically capable of performing assigned duties and that such duties would not be injurious to the health of the teacher and the unborn child.

2. a. A maternity leave shall begin on a date mutually agreed upon by the teacher, her physician, and the District. In cases where the teaching performance of the teacher is adversely affected by the pregnancy, the District shall establish an earlier beginning date for the leave than that date previously agreed upon. The maternity leave following the birth of the child may be for up to one (1) year. A teacher who indicates in writing, prior to the birth of a child, an interest in returning to duty within sixty (60) calendar days following the birth of the child shall be assured that her teaching position will be available to her upon her return within, but not exceeding, the sixty (60) calendar days. A teacher wishing to have the maternity leave extended beyond the sixty (60) calendar days, up to a year, will be able to return to a comparable position. If the termination date of the leave falls within a semester the teacher will return to a comparable assignment at the beginning of the next semester. In all instances the teacher must give written notice to the Human Resources Department least sixty (60) calendar days prior to the date she desires to return. Return to duty in either case must be supported by a physician's statement indicating the employee is physically capable of returning to assigned duties.
 - b. Leave days may be used for only that portion of a maternity leave resulting from disability due to pregnancy, childbirth or the medical complications therefrom. Any teacher failing to return to work within forty-five (45) days from the date of delivery of the child and claiming continued disability shall provide the District with a physician's statement that the teacher is unable to return to work because of medical disability. This disability shall be treated as a personal illness. If no physician's statement is furnished, leave days may not be used for the maternity leave after that date
 3. An adoptive leave for up to one (1) year shall be allowed.
 4. Tenure teachers may request up to two (2) renewals for maternity and adoptive leaves. Teachers wishing to return from such a renewal will be able to return to duty contingent upon the availability of a position for which the teacher is qualified. Placement for a teacher returning from a renewal maternity/adoptive leave will be given priority over teacher interns, new applicants, or permanent substitutes.
 5. Increment and seniority credit shall be granted if a person has served at least the equivalent of ninety (90) duty days of the school year in which the original maternity/adoptive leave is taken.
 6. The District agrees to hold the Association harmless from liability resulting to the Association for a claim against it for denial of use of sick leave for maternity reasons.
- H. Association Business Leave: The employer shall provide to the Association eighty-five (85) days per school year of released time for the handling of Association business as deemed appropriate by the Association President. The first fifty (50) such days are to be at District cost and up to thirty-five (35) additional days will be provided with the Association reimbursing the District the actual substitute cost for each additional day used. (\$33.00 per day for the 1980/81 and per diem rate for ensuing years). Request for Association business days will be made on a PH43.
- I. The parties recognize the obligations and rights of the District in complying with, and administering the Family Medical Leave Act of 1993 (FMLA). The District's policies and procedures with respect to FMLA leaves shall be administered in compliance with, and not in violation of, the FMLA.

ARTICLE IV

GRIEVANCE PROCEDURES

- A. The primary purpose of these procedures shall be to secure equitable solutions to all grievances in an orderly and expeditious manner. Every effort shall be made to secure equitable solutions at the earliest possible step of the procedures.
- B. The teacher, or the teacher and the Association Representative, or the Association Representative only, shall be encouraged to discuss complaints with the building principal or line administrator before using the grievance procedure. This discussion will include the nature of the complaint and identification of the complainant. In those instances where the complaint involves another administrator, the teacher may talk to that administrator, but his/her building principal shall be kept informed. These discussions about the complaint shall in no way cause the teacher to forfeit his/her use of the grievance procedure except that both the complaint and the filing of a grievance, where used, shall be completed within fifteen (15) days of the occurrence of the problem concerned. The Association, through the Professional Action Committee (PAC), is also encouraged to discuss complaints with the Superintendent or his/her designee before using the grievance procedure. The complaint shall not become a matter of record.
- C. The teacher may file a grievance as an individual or jointly with the Association. Representation of the teacher by any officer, agent or representative of organizations other than the Association is not permitted. The teacher shall be provided with written copies of all determinations. A final written determination of a formal grievance shall become a part of the teacher's personnel file and shall be destroyed seven (7) years after the end of the teacher's employment. All other records relative to grievance proceedings shall be filed separately from the teacher's personnel file.
- D. The Association, in any grievance proceedings, shall have the right to represent any teacher upon the request of the teacher. The Association shall be present at any formal grievance hearing whether representing the teacher or not. The Association shall have the right to file and process a grievance.
- E. The District shall provide all necessary forms for the processing of grievances. Attachment A is the current grievance form, but such form may be revised, within the context of the grievance procedures, by the District in consultation with the Association. Copies of all determinations shall be provided to the teacher and the Association.
- F. In order to preserve confidentiality, all hearings shall be conducted in private. Records and/or information necessary to the processing of a grievance shall be made available to the teacher and the Association. A grievance may be withdrawn at any step of the procedure without prejudice, but all grievances shall be processed through all steps in the sequence and manner indicated herein.
- G. No terms shall be added to or subtracted from this Agreement, nor any provision changed, by the grievance procedure. Any matter to which the Michigan Teachers' Tenure Act is applicable shall not be subject to the grievance procedure.
- H. Time limits in this Article may be extended by mutual consent of the District and the teacher or the Association.
- I. If the grievance is filed on or after May 15th (fifteenth), every effort shall be made to process the grievance prior to the close of the school year.
- J. In the event that the Administration recommends to the Board of Education the non-renewal of a contract for probationary teachers, the teacher involved shall have the right to a hearing before the Board of Education. Such hearing shall be public or private at the option of the teacher. A teacher may

be represented by the Association or an attorney and shall have the right to call witnesses and cross-examine witnesses. Upon request, all testimony shall be taken under oath or affirmation.

1. The probationary teacher shall request such hearing within ten (10) days from the date of receipt of notification of unsatisfactory performance from the District, and such hearing shall be held within twenty (20) days thereafter.
2. The Board shall issue a written opinion deciding such hearing within ten (10) school days.
3. This section shall not apply to non-renewals resulting from staff reduction.
4. There shall be no appeal to the grievance procedure nor arbitration from the decision of the Board.

K. Definitions:

1. A grievance is defined as a claim by a teacher, group of teachers, or the Association that there has been a violation, misinterpretation, or misapplication of a specific Article and Section of the Agreement.
2. The "aggrieved person" is the teacher making the claim.
3. The term "teacher" includes any individual or group of individuals, represented by the Association, or the Association itself.
4. A "determination" shall be the decision of the District representative at steps one (1) and two (2) of the procedure.

L. Step 1. This is a professional step taken informally by the individual teacher and/or the Association Representative through meeting with the principal or line administrator to discuss a grievance. A written request shall be made within fifteen (15) school days of the alleged grievance. (The fifteen days will be considered to include any attempt to handle on a complaint basis.) This meeting shall take place within five (5) school days of the request for the meeting. A determination shall be made by the principal or line administrator within five (5) school days of the hearing.

Step 2. Appeals of determinations from Step 1 shall be submitted in writing by the teacher or Association to the Superintendent of Schools within five (5) school days of the receipt of the Step 1 determination. Within five (5) school days of receipt of the appeal, the Superintendent or his/her designee shall cause to be held the necessary hearing and shall issue a written determination within five (5) school days following the hearing.

Step 3. Appeal from the determination of Superintendent shall be made by filing a written notice of non-acceptance of the Superintendent's determination within ten (10) school days. If the grievant and/or the Association file a written notice within ten (10) school days that the Superintendent's determination at Step Two (2) is not acceptable, and if such grievance is arbitrable as herein provided, the Association may then submit such grievance to grievance arbitration

M. Arbitration proceedings:

1. Demand for arbitration
 - a. The Association may appeal arbitrable grievances to grievance arbitration under and in accordance with the rules of the American Arbitration Association. Such appeal must be taken within ten (10) school days following the receipt of the District's determination at Step 2.

The parties may, by written mutual agreement, process any arbitrable grievance in accordance with the expedited labor arbitration rules of the American Arbitration Association.

- b. Such demand for arbitration shall be made by written submission defining the issue to be arbitrated. The District shall then have ten (10) school days within which to reply to such submission by filing same with the American Arbitration Association.

2. Powers of Arbitrator

- a. The arbitrator shall be empowered, except as limited herein, after due investigation, to make a decision in cases of alleged violations, misinterpretations, or misapplications of a specific Article and Section of this Agreement.
 - (1) The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
 - (2) The arbitrator shall have no power to establish salary scales, change any salary figures in the Agreement, or increase or change any staffing requirements set forth in this Agreement.
 - (3) The arbitrator shall have no power to rule on any of the following:
 - (a) The termination of services of or failure to re-employ any probationary teacher.
 - (b) Any claim or complaint capable of resolution under the procedures specified in the Michigan Teachers' Tenure Act, 1937 PA 4, as amended.
 - (4) The arbitrator's powers shall be limited to deciding whether the District has violated the specific Articles or Sections of this Agreement. It is agreed (except as to the provisions set forth in this Agreement) he/she shall have no power to change any practice, policy or rule of the District through substituting his/her judgment for that of the District as to the reasonableness of any practice, policy, rule or any action taken by the District.
 - (5) The arbitrator shall have power to make monetary awards, but not to award monetary damages.
 - (6) In rendering decisions he/she shall give full recognition to the responsibilities of the Board as indicated in Article IX. Paragraph E. which establishes the District's rights, powers and authority as that exercised or had by it prior to the date of this Agreement. The arbitrator's decision shall be consistent with the rights reserved to the District by this provision.
 - (7) If the arbitrability of any grievance under the terms of this Agreement is disputed, or if either party alleges that the other has failed to comply with the grievance or arbitration procedure, the arbitrator shall first rule on the question of arbitrability or procedure. Should he/she determine that the grievance is not arbitrable, it shall be referred back to the parties without decision of recommendation as to its merits.
- b. Although the arbitrator may cite case law in making his/her award he/she shall have no power to interpret State and/or Federal Law, to hear any matters involving constitutional rights or to render any provisions of this Agreement inapplicable by reason thereof.
- c. The arbitrator's decision shall be submitted in writing and shall set forth his/her findings and conclusions with respect to the issue submitted to arbitration.

- d. There shall be no appeal from an Arbitrator's decision if within the scope of his/her authority as set forth herein, and it shall be final and binding on the Association members of the bargaining unit, the teacher or teachers involved and the District.

3. Applicability and Duration

Arbitration proceedings shall be confined and limited to grievances arising and growing out of facts, events and occurrences following the date of execution of this Agreement by both parties. No arbitration decision made hereunder shall constitute a binding precedent with respect to the making of any new Agreement between the Association and the District.

4. Fees and Expenses

- a. The Arbitrator's fees and expenses, the cost of any hearing room and the cost of a reporter, shall be borne equally by the parties.
- b. All other costs and expenses shall be borne by the party incurring them. The expenses and compensation of any witness or participant attending the arbitration proceeding shall be paid by the party calling such witness or requesting such participation.
- c. Paid leave time shall be provided any employee of the District who is called to testify at an arbitration hearing with no deduction from leave bank.

N. Grievances concerning the following shall not proceed past Step 2 of the grievance procedure:

Individual grievances not appealed by the Association.

Grievances initiated by a teacher or group of teachers may not be taken to arbitration without his/her (their) written consent.

Preamble and Article IX, Paragraph F.

Any matter involving teacher evaluation which is not procedural in nature.

Article II, Section Three, C.1.

O. Retroactivity

- 1. Such claims as salary or fringe benefits shall not be valid for a period prior to the date the grievance was first filed in writing unless the circumstances of the case are such that the individual or Association was not aware of the error. In no case will claims by the individual or Association or District be valid for more than one (1) year prior to the date of discovery or the fiscal year in which the claim was discovered, whichever is earlier.
- 2. No decision in any one case shall require a retroactive adjustment in any other case.
- 3. Where no monetary loss has been caused by the action of the District complained of, the District shall be under no obligation to make monetary adjustment.

P. The District and the Association recognize that certain personnel covered by this Agreement may not have attained permanent certified teaching certificates. In the event that the program or area to which such personnel is assigned is eliminated or restricted and such action results in a position not being available to such personnel and if such personnel does not have the necessary permanent certified teaching certificate to be placed in a different position in the District, the teacher may be laid off as an

employee from the District without recourse to the grievance procedure but subject to the recall provisions of Article II. If such personnel has not been recalled within two (2) years from the date of such layoff, his/her right to employment with the District shall terminate.

(See Chart Q)

CHART Q

Teacher or Teacher & A.R or A.R.	Association	Action Deadlines			Records and Filing
		File	Hearing	Determi- nation	
Complaint to Any person	Complaint thru PAC to Superintendent or his designee	15	Xxxx	Xxxx	No record No file
Grievance (1) In writing to the line Administrator	Grievance (1) in writing to Superintendent or his designee	15	5	5	Record File of Grievance Nothing in personnel file
Superintendent (2)		5	5	5	Record File of Grievance Determination filed In personnel file
Binding Arbitration (3)		10	Association must file appeal with AAA Within ten (10) days of receipt of Superintendent's determination.		

ARTICLE V

TEACHING LOAD AND CONDITIONS

- A. Recognizing that the teacher must assume professional duties which do not necessarily fall within classroom responsibilities, the District and the Association accept the principle that these duties are a professional responsibility of the teacher. Repeated neglect of these professional responsibilities shall be recorded on the teacher's evaluation form. Repeated neglect is defined as more than two unexcused absences per year from the professional duties as listed below. No number of absences from Instructional Development Subcommittee(s) shall be considered repeated neglect. Unexcused absence shall be defined as an absence not reported to the principal or not based on good reason. These responsibilities include:
1. Building meetings (first and/or third Tuesdays).
 2. Instructional Development Subcommittee and Building Departmental Meeting (second Tuesday).
 3. District-wide departmental meetings (art, music, physical education, vocational education, special education) (fourth Tuesday).
 4. Parent-Teacher conferences or consultations (arranged by teacher).
 5. Compensated extra-curricular activities.
 6. Assigned non-teaching responsibilities during the school day.
- B. When the District calls curriculum or departmental meetings, they shall be limited to and fall on the stated days. Once established the committee may determine meeting times other than those specified. The above meetings, as specified, shall occur only when necessary. Agendas for the first building meeting of each month shall be developed by the principal in consultation with the Building Procedures Council. The second building meeting of each month, when necessary, shall be developed jointly by the principal and the Building Procedures Council.
- C. In-service meetings may be scheduled during the school day. In-service meetings after the school day shall be voluntary. The District and the Association encourage teachers to attend the voluntary sessions. This provision is not intended and does not supersede the meetings set forth above. When scheduled, in-service after the school day shall be held on Tuesday.
- The additional day (181) in the calendar shall be used in no less than one-half day increments as a building in-service day. Use shall be determined by the individual building school improvement teams with the approval of the Assistant Superintendent for Instruction and Administration.
- D. Building principals may schedule one (1) evening open house. Building-wide Parent-Teacher conferences or "Open Houses" held in the evening shall be limited to no more than two (2) in any semester or three (3) in one year. When either of the above types of meeting is arranged, teachers will receive compensatory time off through early dismissal on the day involved.
- E. Teachers shall be encouraged to attend meetings of active and on-going Parent-Teacher groups.
- F. The District, when making major changes within the assigned work week of teachers in a given building or area, shall notify the Association in writing of the proposed change ten (10) days prior to the change being implemented. In the event the change involves lengthening the duty time worked, mutual agreement must be reached prior to implementation, unless the change is for the purpose of meeting

the hours set forth in Section 1284(1) of the Revised School Code. Prior to implementing any change, the District and the Association will meet in an effort to reach an agreement. In the event of an emergency the ten (10) days notice may be waived by the parties.

Both parties understand that the school day has been lengthened, to meet the hours as set forth in Section 1284(1) of the Revised School Code. However, it is understood the Implementations of the hours set forth in Section 1284(1) of the Revised School Code may require adjustments due to modifications or rule changes by the Legislature or the State Department of Education or other administrative agency or for other reasons outside the control of the District. At least ten (10) days prior to implementing a change in the work and instruction hours to meet Section 1284 (1) of the Revised School Code, the District will give notice to the Association as set forth above and the parties shall meet in an effort to reach an agreement.

In the event there are legislative changes, rule changes or other actions by the state or a state agency such that the increased days and/or hours are reduced or no longer required, the parties will meet to negotiate a reduced work schedule which meets the minimum state requirements.

- G. No teacher shall be required to report for duty earlier than fifteen (15) minutes before the opening of the pupils' regular class day, or five (5) minutes before the first entrance bell, whichever is earlier. Teachers shall be permitted to leave fifteen (15) minutes after the close of the pupils' regular class day, unless a professional responsibility is assigned as set forth in Section A of the Article. On Fridays or days preceding holidays or vacations, the teachers' day shall end at the close of the pupils' day. In the event the District is required to add 51 hours of instruction pursuant to §1284 of the School Code at such time the teacher's day shall end at the close of the pupil's day. Necessary deviations because of bus schedules shall be permitted.

- H.
 - 1.
 - a. The current weekly teaching load at the high school shall be twenty-five (25) teaching, supervised study, or activity periods, and five (5) preparation periods. The current weekly teaching load in the middle schools shall be thirty (30) teaching, supervised study, or activity periods, and five (5) preparation periods. Beginning with the 1974-75 school year the normal weekly teaching load in the elementary school shall include an average minimum of one hundred twenty (120) minutes preparation time per week. These stated times for the elementary level shall be provided by the District in blocks of time, no less than thirty (30) minutes each and shall be used to provide additional classroom instruction by Art, Music and Physical Education Specialists or for other specialized programs taught by certified staff.
 - b. (1) Beginning with the 2000/01 school year, the normal weekly teaching load in the elementary school shall include on average minimum of 180 minutes of preparation time per week. The additional 45 minutes per week shall be used to provide technology instruction.

For the school year 2002/03, the normal weekly teaching load in the elementary school shall include an average minimum of 225 minutes of preparation time per week.

The preparation time shall be provided by the District in blocks of time no less than thirty-five (35) minutes each and shall be used to provide additional classroom instruction by art, music, and physical education specialists or for other specialized programs taught by certified staff. Preparation time for art, music, physical education or other certified staff who provide preparation time for classroom teachers, shall be provided by the District in blocks of time no less than fifteen (15) minutes each, and shall not include travel time from classroom to classroom or building to building.

(2) Class size for all elementary specialists shall not exceed maximums as set forth in Article V.1.a of the Professional Agreement.

(3) Elementary Specialists: The District will endeavor to schedule specialists at the elementary level so that they will not be required to teach more than three (3) grade levels in one (1) day. The District will not be obliged to add staff to meet this requirement.

c. Elementary music, art, physical education, and technology instruction specialists will be hired and staffed from the Administration Building. The specialists shall receive departmental seniority. When an elementary art, music, physical education, or elementary technology instruction specialist vacancy occurs, current specialists may apply for the vacant position. In the event more than one specialist makes such an application, seniority shall prevail.

For the 2000/01 school year, current Specialists will be placed in teaching assignments based on seniority preference in the buildings they presently serve. Current Specialists will also have the opportunity to bid on positions unfilled by this process (again, according to seniority) before remaining vacancies are posted outside the specialist group.

d. An elementary committee comprised of one lower elementary teacher, one upper elementary teacher, one elementary specialist, and both elementary bargaining team members, plus no more than five District representatives (including Assistant Superintendent to chair said committee) shall meet to develop an elementary preparation schedule for the 2002/03 school year, (225 minute prep time). The committee will be formed during the second semester of the 2000/01 school year to make a recommendation to the Superintendent.

e. Also included in the normal weekly teaching load in the elementary school, to whatever extent possible, shall be fifteen (15) minutes of daily released time. In the event that recess time is used to provide this released time, a rotation schedule of teacher recess supervision may be developed.

2. Teachers in grades seven (7) through twelve (12) shall not be required to teach more than two (2) subject areas, nor to make more than three (3) teaching preparations within said subjects at any one time. Teachers may volunteer in writing for additional subjects or preparations by signing a statement that they have volunteered. A copy of the statement shall be forwarded to the Association by the District within five (5) working days after the day the assignment is assumed. It is understood that because of size of building, of staff, or other emergency requirements, that from time to time deviations will be necessary after consultation and study of possible alternatives with the teachers involved.

3. Counselors, Social Workers, Psychologists, Co-op Coordinators, and Media Specialists shall be provided with preparation time to the same extent as other teachers in the District. When required by the District, individual classifications of the following bargaining unit members shall work after the close of the teacher work year if notified of such requirement by May fifteenth (15). If notified by August first (1) of that school year, bargaining unit members shall work additional days prior to the teachers' reporting date as per the following schedule.

	<u>Prior to School</u>	<u>Following Close of School</u>
Counselors	three(3) to five(5)	three(3) to five(5)
Social Workers	three(3) to five(5)	three(3) to five(5)
Psychologists	three(3) to five(5)	three(3) to five(5)
Media Specialists	three(3) to five(5)	three(3) to five(5)
*Co-op Coordinators	three(3) to five(5)	three(3) to five(5)

- * Co-op Coordinators who are assigned distribution and collection of books shall receive three (3) additional days prior to and at the close of school.

Those members in each classification other than Co-op Coordinators who are less than full-time in that classification shall be called in pro-rata based on their daily schedule. Co-op Coordinators will be called in pro-rata based on their daily schedule. After a classification of personnel has worked three (3) days prior to the opening of school or following the closing of school the District has the right to require individual classifications within individual buildings to work up to five (5) additional days if notified in accord with the above dates.

- 4. a. The normal workload of an elementary art teacher will be up to twenty (20) contacts per week. The normal work load of an elementary music teacher and an elementary physical education teacher will be up to thirty-eight (38) contacts per week. Contacts for purposes of this section shall include additional assignments as determined by the director, in consultation with the teacher and principal. All assignments over thirty-eight (38) shall be on a voluntary basis.
- b. Beginning in the 1995-96 school year, the number of contacts per week for elementary art, music, physical education teachers or other specialized certified staff shall be determined by the Assistant Superintendent for Instruction and Administration or his/her designee. The normal work load of elementary art, music, physical education teachers or other specialized certified staff shall include passing time between classroom contacts and travel time between school buildings.

I. Class Size and Split Grades

1. Class Size

The parties recognize that the availability of optimum school facilities for both students and teachers is desirable to insure the high quality of education that is the goal of both teacher and the District. 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 at insuring that the energy of the teacher is primarily utilized to this end. Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class size shall not exceed the following maximum except in experimental classes where teachers have voluntarily agreed to exceed these maxima and except as hereinafter provided.

2. The administrator shall attempt to resolve the alleged adverse conditions within five (5) working days after receipt of written request.
 3. In reviewing a class size concern, the administrator shall consider the following: Number of students in each class; number of size of classroom or facility, number of students mainstreamed and type and degree of disability, instructional materials and equipment available, nature of subject and skills taught, i.e. basic or enrichment and availability of instructional support staff.
 4. The administrator shall report to the teacher a solution from the alternatives listed below:
 - Assignment of a paraprofessional
 - Reassignment of a student(s)
 - Assignment to another classroom in the building
 - Any other mutually acceptable solution
 5. Nothing shall prevent any employee, upon mutual written agreement of the employee and the immediate supervisor, from accepting additional students.
 6. If a paraprofessional is placed in a class as a result of it exceeding the maxima, the paraprofessional may be removed in the event the class size falls below the maxima. The paraprofessional will not be removed in less than five (5) school days without the consent of the teacher.
 7. For instruction requiring specialized facilities, the available work stations shall control when that number is less than those provided above.
 8. The addition of a paraprofessional (Young Fives – Grade 5 ONLY) will not allow maxima to be exceeded by more than three (3) students.
2. There shall be no split classes.
 3. The building principal will review the distribution in assignment of certified special education and Section 504 eligible students throughout the school (grade levels and content areas). The extent of the disabling condition will be included in assignment consideration.
 - a. Elementary (K-5): When a student is certified and placed through an IEPC into one of the special programs listed below and is mainstreamed into the regular elementary classroom, the following factors shall be used for the determination of class size. This does not apply to itinerant services or to art, music and physical education classes.
 - b. The District maximum for students with disabilities in a general education classroom is 25% of the total number of students in the classroom, unless the class is co-taught in which event the maximum will be 50% of the total number of students in the classroom, these percentages will be exceeded only if no other existing classrooms and/or reasonable alternatives are available.

If the percentage exceeds 25% for one classroom teacher / 50% for co-taught, the teacher may bring this matter to their building administrator. The building administrator will study the matter and reasonable efforts will be made to balance the demands, number, and needs of students with disabilities.

If the matter cannot reach resolution internally, the teacher and/or building administrator may request a formal review with the Assistant Superintendent and the Director for Exceptional Children. This request will be made through the Assistant Superintendent's office. The request must be accompanied by the submission of data outlining the specific circumstances. The disposition will be communicated within three work days.

- c. Both the sending and receiving teachers shall be involved in the IEPC meetings whenever a change in the student's status is necessary, if possible, without cost to the District.
 - d. Special Education students will not be placed in any classroom that has a normal maxima of students unless the teacher of that classroom volunteers to have the student placed or unless there is no other classroom alternative in the building.
 - e. Class size adjustments due to main Streaming shall occur at the beginning of the semester for a semester course and at the beginning of the year for a yearly course. The parties recognize that once a semester or year has begun, additional students may be identified which fit into one of the Special Programs. Class size adjustments due to main Streaming shall be made immediately. Students who, prior to the beginning of the semester or year, have been identified as belonging in one of the Special Programs shall have their main Streaming schedule established prior to the start of each semester or year in order that the above class size determination adjustments may be made immediately.
 - f. Should a situation arise in which a classroom teacher feels the integration of a student is inappropriate, the building administrator shall consult with the regular education and special education teachers.
 - g. The District shall provide every member of the staff with a list of special education students denoting the teacher of record. The teacher will be notified when a special education student is added during the year.
 - h. The Association shall be provided a copy of any request made by the District for a deviation of Special Education rules and/or regulations at the time for which such request is applied.
4. Ability Grouping

The District shall, after consultation with the building staff, determine whether there should be ability grouping in an individual building.

J. RECORDING KEEPING

- 1. Teachers will record and maintain accurate student attendance records. The District may promulgate and enforce reasonable policies to direct its workforce accordingly.
- 2. Teachers will timely prepare and submit reports and forms as needed to obtain State or Federal funds, grants, entitlements and the like, including but not limited to, Medicaid reimbursement forms and Professional Staff Development documentation, as directed or required.
- 3. Special Education teachers will prepare and submit reports and forms in a timely manner to provide students and/or their parents/guardians with Individualized Educational Plans as directed or required. Regular Education teachers will provide required input for completion of forms.

4. Teachers will make information available and readily accessible to parents/guardians, including, but not limited to, ParentConnect.
- K. The District recognizes the necessity of keeping schools reasonably and properly equipped and maintained within the established budget. The District further recognizes its responsibility to maintain schools in a safe and sanitary condition and will consult with other responsible officials when necessary to achieve this end. Teachers and children shall not be required to work and study under unsafe or unsanitary conditions when so determined by such responsible officials or the school Superintendent.
- L. Physical Facilities
1. Where possible, the District will make available lunchroom and restroom facilities exclusively for teacher use in each school; and at least one room, appropriately furnished, which shall be reserved for use as a staff workroom in each school. Provisions for such facilities should be provided in each new school building. Such facilities existing in 1979-80 shall not be reduced or eliminated. Teachers shall have access to a telephone from which they may make or receive confidential calls.
 2.
 - a. The District recognizes that all buildings should have work space apart from teachers' lounge(s) for the use of the building staff. This space should include sufficient work tables or desks and chairs. Each building principal in consultation with his/her Building Procedures Council, will survey his/her building facilities and develop plans for the establishment of this work space.
 - b. Any classroom which is hereafter temporarily unused will, in those buildings that do not provide staff workrooms and/or staff lounges as provided for in this Agreement, be used for those purposes until such time as the District requires the room to be used as a classroom.
 - c. The District may, in those buildings which comply with the language stated above in the first paragraph of K, permit such temporarily unused classrooms to be available for teacher workrooms, special services rooms or lounges. In the event such a room is established it shall continue until it is required as a classroom, or room used for other instructional purposes.
 3. Vending machines shall be installed in the staff workroom at the request of the Association. The proceeds shall be used at the discretion of the professional staff of the building. The building principal shall determine location, operation and maintenance of the vending machines.
 4.
 - a. The District shall provide a separate desk for each bargaining unit member if requested and a desk and appropriate space is available. The District shall not be required to place more than one desk in a classroom.
 - b. All Special Services Personnel shall be assigned a desk and file storage for the performance of their duties, either at the Special Education Headquarters or at the school which they service which is closest to the Special Education Headquarters, or in another mutually acceptable building.
 - c. If a staff member is not initially provided a desk and file storage as herein required, a request for the assignment of such equipment must be made through his/her immediate supervisor to the appropriate Executive Committee member and an opportunity afforded to provide the equipment before the failure of such provision may be grieved.
 - d. All Special Services Personnel shall have access to a telephone for job-related communications which protects the confidentiality of such communications, either at the Special Education Headquarters or at a school which they service. They shall also have access to a room with

appropriate facilities to carry out their responsibilities with individuals or groups of students or parents in buildings which they service, if possible.

- e. Every effort will be made by building administrators to notify teachers that their classrooms will be used for after school activities. Teachers may request that an alternate classroom be provided for the activity if use of his/her classroom proves to be inconvenient.

- 5. Parking space shall be reserved for use by teachers.

M. Student Discipline

- 1. Student discipline is the mutual responsibility of the teachers and the building administrator. Classroom discipline is basically the responsibility of the teacher. Classroom discipline exercised in accordance with District policies, procedures, and rules shall be given full support and assistance by the District. Except in emergencies, it is expected that classroom teachers will utilize all administrative and consultant assistance as well as student services so that every effort is made to provide an education for all children, including the reluctant and the less able, prior to excluding a child from school.
- 2. It is recognized that some discipline problems are less likely to occur in classes which are well taught and where a high level of student interest is maintained. It is likewise recognized that when discipline problems occur, oftentimes a positive approach through encouragement, praise and emphasis on the student's desirable characteristics is an effective approach.
- 3. A teacher may temporarily send a student to the appropriate building administrative office when, in the judgment of the teacher, the conduct of the student makes his/her continued presence in the classroom intolerable. The teacher shall furnish the Administrative Office as promptly as possible with information which explains why the student was sent to the office and any corrective actions previously attempted by the teacher.
- 4. Upon receipt of the student, the building administrator will take appropriate disciplinary or corrective action prior to returning the student to the classroom. It is recommended that the building administrator confer with the teacher before taking any action if possible. Prior to or at the time the student returns to the classroom, the building administrator will notify the teacher in writing of the action taken through procedures established within the building. A written response may be a handwritten response on the student pass slip or its equivalent and may be a request for the teacher to consult with the building administrator.
- 5.
 - a. The administrator may make contact with the parents or guardian or request the teacher to make such a contact, or decide that no contact need be made and also take whatever other actions he/she deems necessary. The teacher shall keep a log in instances where a student's disruptive behavior seems persistent. In support of the teacher, the log may be used by the administrator when further discipline, including either suspension or expulsion, is taken by the District.
 - b. When a teacher contacts a parent or guardian and this person is unwilling to work with the teacher in the disciplining of the student, the teacher shall advise the appropriate building administrator as designated by the building principal. The administrator will contact the parent or guardian and assume responsibility for the disciplinary action. The administrator shall inform the teacher of the action taken.

6. After-school detention rooms may be established at the individual buildings at the request of the teaching staff or building principal. Staffing shall be voluntary and shall be paid at the rates specified in Article VII, Paragraph L.
 7. The building administrator, in consultation with the Building Procedures Council, shall promulgate rules and regulations, violations of which will be the subject of student discipline in their building. These rules and regulations will be within the guidelines established by the student code and shall be distributed by the building administrator to all staff members in each building. Nothing herein shall be construed to prevent the building administrator from making rules to deal with the immediacy of a situation where there is no previously established rule governing the offense.
- N. Teachers have every right to defend themselves in the case of physical assault, and to expect prompt and adequate measures to be taken in such cases to the extent of the District's legal authority to act. Use of physical force to restrain a student or stop a fight is permissible.
 - O. Injury of a teacher while on duty is covered under the Workers' Compensation Act.
 - P. Teachers will be expected to provide normal care of instructional equipment. Teachers shall not be required to perform major assembly, repair, installation, or replacement of equipment.
 - Q. Complaints of parents, which are directed toward a teacher and given to any administrator, shall be called to the teacher's attention promptly. This notification will include the names of the parents and the nature of the complaint. The notification shall be a matter of information, and may not necessarily require corrective action or recording. At the request of the administrator, the teacher will make contact with the parent. The administrator may request the teacher to report to him/her the outcome of such contact. If the complaint is to be a matter of record in the teacher's personnel file, the teacher will be so notified in writing within five (5) school days of the complaint. The teacher involved may, within five (5) school days of the above notification, attach a response to the written complaint.
 - R. Any case of assault upon a teacher, while in the performance of teaching duties, shall be reported to the building principal promptly. The District shall render all reasonable assistance to the teacher in connection with the handling of the incident by law enforcement and judicial authorities. Time lost by the teacher in connection with any incident mentioned in this Article shall not be charged against the teacher's leave time, except as provided for through Workers' Compensation. (Article III., B., 4).
 - S.
 1. The District shall provide reasonable legal assistance and direction to the teacher in connection with the handling of any incident arising out of the performance of assigned school duties, when the performance is within the limits of District policy or rules.
 2. The District annually will provide a non-cumulative fund of \$500.00 to be administered by the Executive Director for Employee Relations and the PHEA President or his/her designee. This fund shall be used to reimburse bargaining unit members for damage to or destruction of personal clothing and/or personal property worn on the person. Such damage must result from activity by the bargaining unit member while on duty that is in accordance with building practices. In order to receive such reimbursement, the said damage or destruction must be immediately reported to the building administrator who shall prepare and submit a form PH-48A to the District Business Office. This shall not be construed so as to require the District to reimburse any bargaining unit member for normal wear and tear to personal clothing and/or personal property, as determined by the building administrator.
 - T. The District recognizes that within established budget procedures appropriate texts, workbooks, lab manuals, library reference facilities, maps and globes, laboratory equipment, audio visual equipment, industrial arts supplies, art equipment, physical education equipment, current periodicals, standard tests

and questionnaires, and similar materials are the tools of the teaching profession. Building principals shall establish a budget committee composed of teachers selected by the teaching staff to recommend budget developments and review for each building.

- U. Each teacher, including specialists, shall be scheduled with a duty free lunch period which shall be equal to that of students in that building with the understanding that teachers shall be in their classrooms to supervise their students when students return at the end of the noon hour. Teachers, at the request of the building principal, shall assist with emergencies or other unforeseen situations related to the noon hour period. Such a request for assistance shall be made by the principal after consultation with the building Association Representative, whenever possible, before making the request.
- V.
 1. Teacher workers for school dances, music events and athletic events are compensated and shall be filled on a voluntary basis. If volunteers are not obtained, workers may be assigned by the building administrator on a rotating basis as recommended by the Building Procedural Council. Teachers that are assigned shall be notified three (3) days prior to the event and shall not be assigned more than three (3) events in any one (1) school year.
 2. Non-teaching assignments other than those provided in Article V. A. and for which compensation is not provided for in this Agreement shall be voluntary.
- W. Calendars for the 2007/08, 2008/09, and 2009/10 school years are attached to and made a part of this Agreement. (Attachments B-1, B-2, B-3)
- X. An office with appropriate physical conditions for visual and auditory privacy shall be made available to all counselors.
- Y. Itinerant teachers will be provided personal staff mailboxes and a designated storage facility in buildings with eight or more classrooms.
- Z. Schedules for IEPCs and 504 meetings shall be developed with approval of the building principal who will take into consideration the referring or sending teacher's need to attend. If the principal approves the referring or sending teacher's request to attend, the principal will arrange, where necessary, to cover teacher's classroom responsibilities.

In order to implement the above, the principal may use the following methods:

1. Use administrators
 2. Use substitute teachers
 3. Have teachers sub (voluntary - paid)
 4. Have the teacher use own prep time (voluntary - paid)
- AA. Questions concerning the number of classrooms assigned to one teacher shall be reviewed by the building principal with the Building Procedural Council. No teacher shall be assigned to more than three (3) classrooms, unless no other classroom alternative is available.
 - AB. If the District desires to assign any former Department Chairperson function to any bargaining unit member it will negotiate such changes with the Association before implementation.
 - AC. The prime responsibility for grading shall be that of the teacher. In the event a complaint is made regarding a grade, the principal shall meet with the teacher involved and discuss the grade assigned. In the event a dispute arises between the administrator and teacher as to whether a grade should be changed, the following procedure will apply. In the event any change of a grade given by a teacher is proposed by any party, and the teacher does not agree to the change, an appeal may be made to a

review panel consisting of three (3) teachers appointed by the bargaining unit and two (2) District representatives.

The request for a grade change must be in writing, include a rationale, and be submitted to the designated administrator within thirty (30) days after the student received the grade. "Grade" means a grade given for a final examination or a grade given at the conclusion of a marking period, semester or term. The Assistant Superintendent shall convene the review panel within twenty (20) days after receiving the request.

After evaluating the reasons for the proposed grade change, the review panel, by a majority of its members, may approve, disapprove or modify the proposed grade change.

- AD. A joint letter shall be sent to I.D.C. requesting that I.D.C. set up sub-committees at each level to study and then recommend ways to improve the quality of the instructional day. We suggest these committees include, in their deliberations, recommending curriculum priorities and reducing interruptions to the instructional day.
- AE. The District and Association mutually agree fund raising sales at the secondary level shall not take place during classroom instructional time, exclusive of planned events involving home room and special assemblies.
- AF. The District agrees to continue the liability coverage, in effect as of January 22, 1987, for at least the length of the current policy, for teachers at the same level provided to administrators and other school employees. If the premium cost, as determined by the Board of Education, makes the continued purchase of that level of liability coverage unavailable at a reasonable premium cost, the District will continue to provide the teachers with the same level of liability coverage it provides administrators and other school employees.
- AG. I.D.C. will establish, before October 1, 1987, a subcommittee to I.D.C. to make recommendations on the development and continued operations of the television station. These recommendations will be primarily in the instructional area and on issues related to teacher use and involvement in the television station.

Bargaining unit members will not be videotaped without their prior knowledge and consent. Bargaining unit members will not be videotaped in their classroom, where a teacher performs his/her duties, without written consent.

As videotaping relates to tapes made during regular school hours, a teacher may request editing of a video tape when he/she feels a situation on the tape is detrimental to his/her interest. This request to edit out or destroy a portion of the video tape shall be submitted to the building principal/director in writing by the teacher requesting such editing. If the building principal/director does not agree to the teacher's request, the request shall be sent to the Assistant Superintendent of Instruction and Administration.

If the Assistant Superintendent of Instruction and Administration does not agree to the teacher's request the request may be submitted to Arbitration as provided for in Article IV. The video tape shall not be distributed until the portion is edited out, or the final determination is made, or the time limit to appeal to Arbitration has expired without an appeal being filed.

The District shall have the right to internally broadcast, rebroadcast, use, sell or reproduce videotapes at its discretion as provided by this section. For the purpose of this Agreement "internally" shall be defined as presentation or sale of videotapes to the staff or students in the District.

The District shall have the right to broadcast, rebroadcast, use, sell or reproduce the videotape described in this Agreement externally, provided the bargaining unit members or member who have been videotaped shall receive any profits generated from such videotapes. For purposes of this Agreement "external" shall be defined as presentation of the videotapes to persons other than the District staff and/or students.

For the purpose of the preceding paragraphs, "profits" shall be defined as a remuneration received by the District for the broadcast, rebroadcast, use, sale or reproduction of the videotapes, whether used internally or externally, which is in excess of the costs of the production and distribution of such videotapes.

ARTICLE VI

EVALUATION

- A. 1. Evaluation of the effectiveness of teaching is an important function of the administration. Without fairly exact knowledge of the strengths and weaknesses of the existing practices, guidance cannot operate to bring about a maximum of improvement.
2. Evaluation, if it is to serve both a guidance and a rating function, must be a cooperative process. This means the teacher should have an opportunity to familiarize himself/herself with the items listed. This will serve the dual purpose of keeping before the teacher the objective he/she is expected to achieve, and will provide an excellent basis for self-evaluation.

The main purpose of evaluation:

- a. To insure the best education possible for all students through stimulating growth and development of the professional staff.
 - b. To improve communication between teachers and administrators.
 - c. To evaluate teachers so that they may be assigned, placed on tenure, transferred, promoted, or in some cases discharged.
- B. 1. This instrument (Attachment C-1) is intended to remind the teacher and evaluator of the many different teaching skills which are important. It provides a basis for specific comments and discussions of present strengths and weaknesses, and suggests ideas for future growth as well as encourages the development of specific ideas and plans for the present. This evaluation is the formal report by the evaluator and will be filed permanently in the Central Office Personnel File. The instrument may be used as a preliminary self-appraisal if the teacher so desires.
 2. Non-classroom professional staff will also be evaluated with this instrument with necessary adaptations of the instrument being desirable.
 3. Each tenure teacher will be evaluated at least once every three (3) years, and the non-tenure teachers at least once each semester. Formal evaluation should take place as often as it would be helpful. All evaluations shall be completed by May 1.
 4. At the elementary level, the building principal will be the evaluator. At the middle and high school levels, the building principal will be responsible for the evaluating and may designate an assistant principal, grade dean, department head, or director to do the evaluation. In cases where a director

is the line administrator, the director will be the evaluator. At elementary and middle school levels, one (1) additional evaluator may be involved.

At high school levels, one (1) or more additional evaluators may be involved. The following provisions shall relate to evaluations by department heads:

- a. They shall not evaluate outside of their departments.
- b. They shall evaluate solely on the high school level and within the building in which they teach.

In the event that the two (2) evaluators have a substantial disagreement, a certified executive committee member will make a third appraisal which shall include any or all of the following: observations and evaluation, or teacher conference or review. When one (1) or more evaluators are involved, each evaluator will make his/her observations and appraisals independently. The evaluator will fill out a preliminary evaluation form independently and the forms will be used for the evaluators' conference. All observations of the teaching performance of the teacher will be conducted openly and in full knowledge of the teacher. Bargaining unit members will not be videotaped except as provided for elsewhere in this Agreement. No evaluation shall be done through the use of film, videotape, audiotape or by any other electronic means.

5. Evaluators are encouraged to include in the evaluation process, at the request of the teacher, a pre-classroom observation conference for the teacher to advise the evaluators of the proposed objectives and methods for the teaching period. Conferences following each observation are recommended. This provision is not intended and does not restrict the District evaluators from making any unannounced or unscheduled observations of the performance of the teacher's obligations to this Agreement.
6. All evaluators will use PH68R-1987, marked Worksheet, for the preliminary evaluation. These worksheet copies will be the basis for the required conference with the individual being evaluated. Within ten (10) school days after the last observation by his/her evaluator(s), there shall be a conference held to discuss the observations and the forthcoming evaluation using the worksheets. Within five (5) school days after this conference, the formal written evaluation of a tenure or non-tenure teacher shall be given to the teacher. After receipt of the formal written evaluation, a teacher may request a conference with the evaluator to discuss the written evaluation. Such conference shall be requested within ten (10) school days of receipt of the written evaluation. A teacher may include or attach comments concerning the evaluation to the evaluation form. Such comments will be included or attached within twenty (20) school days of receipt of the written evaluation or the conference following receipt of the written evaluation, if requested. If response is not made within such time period, then no response may be placed in the teacher's personnel file. The District may, in writing, extend the twenty (20) day time period for including or attaching teacher's comments to the evaluation form. The formal written evaluation, together with the teacher's comments, if any, will become a part of the teacher's personnel file.
7. The teacher shall be given a copy of all evaluation materials placed in the teacher's personnel file, which shall be the teacher's official file for District use. Confidential materials from sources outside the District shall not be made available to the teacher.
8. If an evaluator rates a bargaining unit member as "needs improvement" or "unsatisfactory" on any of the categories except the overall evaluation, the reasons therefore shall be set forth in specific terms as shall an identification of the specific ways in which the teacher is to improve. Assistance in attaining said improvement may be given by the administrator.

9. If an evaluator rates a bargaining unit member as "needs improvement" (4) or "unsatisfactory" (5) on any of the categories listed on the evaluation form, the teacher may appeal the rating(s). Such appeal shall be made to a committee comprised of:
 - a. Assistant Superintendent for Instruction and Administration or his/her designee
 - b. PHEA President or his/her designee
 - c. The principal
 - d. The teacher

The final resolution will be made by the Assistant Superintendent for Instruction and Administration. This appeal process includes E-2 evaluations.

10. Attachment C shall be the evaluation form. The following definitions shall apply to the categories listed in parts I, II, and III of the evaluation form:

1. SUPERIOR	Exceptional performance in the area being measured
2. ABOVE AVERAGE	Often exceeds in the performance of the area being measured
3. AVERAGE	Performs responsibilities in an acceptable manner
4. NEEDS IMPROVEMENT	Often deficient in the area being measured
5. UNSATISFACTORY	The area being measured is not being performed in an acceptable manner

- C. By October 1, of each year the District shall supply the Association with a list of all teachers who were evaluated the previous school year.

ARTICLE VII

COMPENSATION AND PAYROLL PROCEDURE

- A. The following compensation agreement shall remain in effect for the duration of this Agreement:
1. All bargaining unit members will remain at the step level and degree pay they were at on June 30, 2011.
 2. Compensation shall be determined as follows:
 - a. There will be four furlough days for each school year. The four furlough days are defined as a district-wide Act of God day for which teachers will not be paid. The compensation for the four furlough days will be deducted from each individual teacher's pay spread equally over the school year. Regardless of the actual number of Act of God days during a school year, individual teacher salaries will be adjusted to reflect four unpaid furlough days.
 - b. For the 2012/2013 and 2013/2014 school years, teacher compensation, apart from the furlough days as set forth above, shall be determined as follows:
 - i. Based on the preliminary audited figures obtained in mid-August of each school year, the District shall determine the amount of salary reduction necessary to maintain an 8% fund balance. Salaries shall be reduced by the percentage amount, if any, which is necessary to maintain an 8% fund balance for the 2012/2013 and 2013/2014 school years. Any such reduction shall be deducted from each individual teacher's salary, spread equally over the pays for the school year.
 - ii. The salary reduction (if any) shall not reduce any teacher's salary below \$50,000.
 3. Teachers shall share in revenue increase as follows:
 - a. If the Districts local, state and federal revenue based on the first quarter budget amendment ("Revenue") exceeds prior year expenditures, adjusted for known, non-discretionary increases or decreases in expenditures for the current year ("Expenditures"), plus 8%, the teachers shall receive 50% of the amount by which Revenue exceeds Expenditures plus 8%; and 65% of the amount by which Revenue exceeds Expenditures by 10%. The amount returned to the Bargaining Unit shall be returned to the members on a pro rata basis and paid at the beginning of January of any such year.
 - b. Non-discretionary expenditures shall be defined as obligations of the District which it must pay to meet its contractual obligations and to operate the school district. Increases or additions to expenditures shall include, by way of example but not limitation:
 - i. Insurance premium increases
 - ii. Retirement rate increases
 - iii. Replacement of failing boiler
 - iv. Utility rate increases
 - v. Contractual obligations
 4. The District and the PHEA shall each appoint 4 representatives to serve on a committee whose mission will be to recommend ways to reduce costs from the instructional budget. The committee will begin meeting as soon as possible after the ratification of the collective bargaining agreement and will make recommendations in time for the 2012/2013 budget process.

- B. 1. The 2009/10 salary schedule (Attachment D-1) is attached to and made part of this Agreement, page 70.
- 2. Graduate hours for the Master's Plus Thirty Salary Schedule shall be equated semester graduate hours earned after obtaining the Master's degree and credit shall be given for graduate hours only. All hours already approved by the District will continue to be accepted.
- C. Teacher Interns paid by the District shall be paid at an indexed amount upon the salary schedule base pay, with said index determined by agreement of the Association, the District and the college or university providing the Teacher Interns.
- D. In implementing indexes, all amounts shall be rounded to the nearest dollar.
- E. Extra Duty Salary Schedule (Attachment E-1 and E-2) is attached to and made a part hereof (**page 71 and 72**).
- F. The figure of 185 total duty days for the 2007/08 school year will be the basis for computing earned leave time, salary deductions, and pro-rations of benefits for those working less than a full year, or part-time, it being understood that pro-rations for part-time will be made on less than a full-day basis.
- G. At the high school level, teachers shall be compensated at the rate of one-fourth (1/4) additional for a regular teaching assignment, which is given in addition to the standard five (5) hours of teaching assignments.
- H. At the middle school level, teachers shall be compensated at the rate of one-fourth (1/4) additional for a regular teaching assignment, which is given in addition to the standard five (5) hours of teaching assignments.
- I. Teacher workers who are assigned to work school dances, music events, and athletic events shall be paid at the rate of \$25.00 per event. The building administration shall establish the staff allocation for each event and only those teachers assigned to fill the allocated positions will be paid for working at such events.
- J. Whenever the District, as a result of being unable to provide a substitute teacher for a classroom, uses the services of a regular member of the building staff covered by the Agreement, it will pay the regular staff member \$30.00 per classroom hour.

Such payments will be made at least once each semester.

Such payment shall also apply to guidance counselors assigned to substitute during their preparation period for other counselors.

- K. Teachers of high school credit courses in the evening school program, both regular and summer sessions, and teachers of elementary and middle school summer school sessions will be paid at the rate of \$ \$30.00 per classroom hour.

- L. Insurance Protection and Coverage

- 1. Health Insurance

The PHASD and the PHEA agree to the following health care provision.

- a. Effective September 1, 2011, the MESSA plan for PHEA members shall be MESSA Choices with:
 - Rx Saver
 - \$10 Office Deductible
 - \$25 Urgent Care
 - \$50 Emergency Room Co-Pay
 - \$300/\$600 annual Deductible
 - b. The District will establish a flexible spending account plan for the PHEA members effective January 1, 2012.
 - c. Effective September 1, 2011, PHEA members will pay by payroll deduction 25% of the cost of the above MESSA plan as determined by the individual plan for each member (i.e. single, two-person, family.)
2. Vision and Dental Benefits
- a. For the duration of this Agreement the District shall pay the actual premium costs to provide vision and dental coverage. For the duration of this Agreement, the District will provide coverage which is identical to MESSA VSP 2 Silver and Delta Dental 80/80/80 \$2,000 Class I, II, III A, 80:\$1,500 Class IV Lifetime MAX, for full family including internal and external suffixing of benefits for all members of benefits for all members (to provide 100% coverage). The District shall not change the existing vision or dental insurance provider without the express, written consent of the Association.
 - b. The District and the Association agree to the coordination of health, vision, and dental benefits. In no case where the husband and wife are employed by the District will the District be required to pay double premiums for health and vision insurance. Either the husband or wife will request to take health and vision. Dental insurance shall be available to all members of the bargaining unit in accordance with Delta Dental's internal and external suffixing of benefits (i.e., if a teacher's spouse has dental insurance, the teacher would be placed on a Delta Dental Plan that will result in 100% coverage).
3. Death Benefits
- The District shall pay the actual premium cost of MESSA term life insurance with double indemnity payable to a beneficiary designated by the teacher for each contractual teacher for the duration of this contract in the amount of \$45,000.
4. Disability Benefits
- The District shall pay the actual premium costs to provide MESSA LTD long-term disability coverage for the duration of this Agreement for each contractual teacher for total disability by injury or sickness, (subject to carrier's exclusions, limitations and reductions) as follows:
- a. Ninety (90) day modified fill waiting period. Modified fill means LTD commences with the greater of:
 - (1) The exhaustion of a teacher's individual sick leave bank, or
 - (2) Ninety (90) calendar days.

- b. Mental/nervous same as illness
 - c. Alcoholism/drug addiction same as illness
 - d. Two-year "own occupation" coverage
 - e. 66-2/3% of max eligible salary
 - f. Maximum monthly benefit \$4,000.00
 - g. Maximum eligible month salary \$6,000
 - h. COLA – no
 - i. 5% minimum payout
 - j. Pre-existing limits waived
 - k. Family Social Security Offset
 - l. No Survivor Income
 - m. Freeze on offsets
 - n. No educational supplement
5. Teachers on long-term leaves-of-absence, except those teachers on leaves-of-absence for advanced study with a partial District-paid salary, shall not be eligible for coverages in 1., 2. and 4. above. Teachers on a long-term leave-of-absence may continue their health insurance coverage by paying their premium to the Payroll Office.
6. Continued coverage shall be provided to all contracted teachers on a twelve (12) month annual basis or a prorated portion of the year for teachers who work less than a full work year. A teacher on a long-term leave-of-absence for advanced study with a partial District-paid salary will be eligible for continued coverage.
7. The District shall provide all new teachers with information concerning Blue Cross/Blue Shield and MESSA insurance and the details of enrollment such as enrollment procedures and deadlines. The District shall furnish necessary forms for making selections of insurance coverages.
8. If a teacher properly enrolls for coverage and has a receipt for such enrollment, the District will assume liability for lack of proper coverage resulting from District's negligence. Except as provided above, the District's liability shall be limited to the contributions required to be made hereunder, and the remittance and payment of actual deductions made from salaries.
- M. Credit for advanced degrees or additional graduate hours may be requested at any time. Such degrees or hours must be earned from accredited colleges or universities. Pay adjustments shall be retroactive to the date of the degree or satisfactory completion of the hours, and pay adjustments will be made in the last pay in the month of September, January and June. Required documentation shall be either a degree, a report card, a transcript or a letter certifying the date of the completion of required hours.
- N. During the life of this Agreement and the subsequent school year, the District shall pay two (2) tenure teachers each year, who have applied for and been granted a leave-of-absence for advanced study, one-half (1/2) of the teacher's salary and one-half (1/2) of all fringe benefits. Payment for these leaves shall not be required in the event the Board has curtailed programs because of financial problems. Written applications, including a plan of study, shall be submitted to the Human Resources Office by May 1, annually. Final selection of the recipients shall be made by the District by June 30, annually. Teachers receiving compensation under the provisions of this paragraph agree to return to the District for one (1) year of duty following the expiration of the leave, or will be obligated to reimburse the District for the cost as provided above.
- O. Commencing with the 2012/2013 school year, Teachers will have a choice of receiving their annual salary paid over 24 pays or 20 pays of each month. Pay dates will be the 8th and 23rd of each month. Those choosing 20 pays will receive their final check on the last regular pay of the school year, June 23rd. Those choosing the 24 pay period will receive their checks on a continuing basis throughout the

summer. If those dates fall on a weekend, the pay date will be the Friday prior to that date. Teachers shall sign up for their preference by May 30th for the next school year. It is understood that no changes shall be made until the next May 30th. Teachers serving the District in positions that receive extra compensation outside of Attachment E-1 and E-2 shall have their additional pay added to the first check following completion of the assignment. Teachers receiving pay from Attachment E-1 and E-2 assignments shall be paid following the completion of their assignments at quarterly dates established by the District. For teachers receiving schedule E, Extra Pay, the District will calculate Federal Income Tax withholding separately from regular teaching salary in compliance with Internal Revenue Regulations. The District agrees to publish a list of pay dates at the start of school.

P. 1. Payroll deductions for the following purposes shall be made upon the written authorization of the teacher.

- a. United Profession dues or Financial Responsibility Fee (See Article II, Section Six)
- b. Insurance premiums
- c. United Way
- d. Michigan Education Special Services Association

- (1) Hospitalization and Sick Benefit premiums
- (2) Tax Deferred Annuities
- (3) Other MESSA programs

- e. Other Tax Deferred Annuities
- f. Educational & Associates Credit Union
- g. U. S. Savings Bonds
- h. Michigan Education Financial Services Association

- (1) Tax Deferred Annuities

i. Other deductions upon mutual agreement between the Association and the District

2. Deductions shall be remitted not less than monthly, by arrangement of the Controller and the Association, for Association dues and MESSA programs.

Q. All teachers who work additional days will be paid at the full equivalent daily rate at their regular annual salary.

R. Mileage: the District will reimburse all District employees who are required to travel as part of their work day at thirty cents (.30) per mile.

ARTICLE VIII

COUNCILS

A. Building Procedures Council: A representative council, including staff members and an Association Representative(s), shall be established by the principal in each building. Teachers shall select teacher representatives on the Council. The purpose of this Council will be to evaluate and recommend procedures for the operation of the building.

- B. 1. Instructional Development Council. The Instructional Development Council shall be composed of five (5) Administrators and one (1) Board member appointed by the District, and of nine (9) teachers appointed by the Association. I.D.C. shall concern itself with curriculum as well as teaching methods, techniques, pupil testing and evaluation, textbooks, research and experimentation as they relate to the curriculum to bring about improvement in the Port Huron Area School District education.
2. Those teachers appointed by the Association as members of the Instructional Development Council shall be released from school duties for monthly meetings of the Council without loss of salary or leave.
3. The I.D.C. may also appoint such joint professional studies subcommittees as are deemed necessary to study the above areas.
4. When recommendations for change in the above areas are submitted to the Board, they shall be acted upon by the Board.
- C. Professional Action Committee (PAC): The Professional Action Committee composed of representatives of the Association designated by the Association shall meet at least once a month with the Superintendent and/or his/her designee(s) to discuss matters of concern to either party to this Agreement.
- When the Association President feels that a satisfactory resolution through discussions with appropriate levels of administration cannot be achieved, he/she can request the Superintendent to schedule a meeting with the following people: the Superintendent; Board President; Board Vice-President; PHEA President; PHEA Vice-President; and PHEA Executive Director, so that the Association can give direct input to the District leadership. Either party can arrange for other necessary people to attend. The meeting will be scheduled within ten (10) days of a written request to the Superintendent. A one (1) week extension will be granted if scheduling becomes a problem. The Superintendent will report back to the people present, the final resolution in a timely manner.
- D. School Improvement Committee: The conditions which follow shall govern employee participation in any and all plans, programs, or projects included in the terms, site-based decision making, school improvement, effective schools or other similar descriptions:
1. Participation by the employee is voluntary.
2. Participation or non-participation shall not be used as the sole criteria for evaluation, discipline or discharge.
3. The Master Agreement may not be modified in whole, or in part, except by mutual written agreement by the Association and the Board.
4. There shall be a District-wide PHASD-School Improvement Team to advise the Superintendent and Board of Education. This Team shall be composed of the Parent Teacher Council President or his/her designee, four (4) persons appointed by the District and four (4) persons appointed by the Association.
5. If School Improvement Program (SIP) meetings or activities are scheduled during an employee's regular work day, the employee shall be released from duties without loss of pay to attend the meetings. If SIP meetings or activities of a half day, or a major portion thereof, or a full day or a major portion thereof in length are scheduled beyond an employee's regular work day and/or year,

the employee shall be paid a stipend of \$35 per one-half day and \$60 per day. These stipends shall be paid at the end of each semester.

6. It is understood it is the ultimate responsibility of the Board of Education to adopt a school improvement plan by July 1, 1991, and the Board of Education will be adopting such a plan.

ARTICLE IX

MISCELLANEOUS

- A. This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior practices, whether oral or written, and expresses all obligations of, and restrictions imposed upon, the District and the Association. This Agreement is subject to amendment, alteration or additions, only by a subsequent written agreement between, and executed by, the District and the Association. The waiver of any breach, term or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.
- B. If any provisions of the Agreement or any application of the Agreement to any employee shall be found contrary to law, then such provision or application shall 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; furthermore, the provisions of such law shall supersede, to the extent of the conflict, the provisions of this Agreement and govern the relations of the parties hereunder.
- C. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the District and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.
- D. The Association agrees that so long as this Agreement is in effect neither the Association nor any teacher shall engage in a strike. The District agrees that so long as this Agreement is in effect there shall be no lockouts. The closing down of a school or any building shall not be considered a lockout.
- E. The District retains all rights, powers and authority exercised or had by it prior to the date hereof, except as specifically limited by express provisions of the Agreement and under Act 379 of the Michigan Public Acts of 1965.
- F. Educational institutions must be dedicated to serving the community. The free search for truth and its proper dissemination is a fundamental part of this service. Academic freedom is essential to both teaching and research, and protects the rights of the teacher and the student. The basic right to academic freedom carries equally major responsibilities.
- G. The District reserves the right, for good reason, to require a physical or mental examination for any teacher. If the teacher refuses such examination, such refusal may be grounds for disciplinary action. Such examination shall be at District expense and by a doctor of the District's selection.

- H. Whenever testing for tuberculosis is required by law, it shall be arranged by the District for all teachers. Such tests shall be at no expense to the teacher unless the teacher fails to secure the necessary certification through the District-arranged program.
- I. Teachers shall be permitted, without charge, to attend all school sponsored functions by showing proper identification. A teacher may have one other person accompany him/her to any such activity without charge.
- J. It is recognized that during the course of a school year, weather, emergency or disaster may cause the cancellation of classes. The purpose of this paragraph is to provide procedures for the professional staff in such instances. In all cases of staff dismissal, teachers shall be dismissed without deductions of salary or leave time.
 - 1. In any instance where weather, emergency or disaster causes the cancellation of classes in the entire District, teachers shall be dismissed concurrently with students.
 - a. In any instance where classes are canceled for the entire District due to conditions beyond the control of the District, teachers shall be dismissed concurrently with students.
 - b. In the event school is canceled after the normal starting time for teachers (after the State allocated days have been exhausted), teachers will be paid for all hours worked prior to the cancellation, if the District fails to meet the daily State Aid requirements, i.e., currently 75% attendance for ½ day. This additional time will not be considered part of the teachers' required duty days in accordance with Article VII., H.

Should the law or State regulations change relative to inclement weather days, the District and the Association shall meet within five (5) work days to commence negotiations relative to this section of the contract in an effort to amend the language contained therein and reach mutual agreement on revised language which will be in conformance with the law.
 - c. In the event school is canceled after the commencement of classes no make-up day will be scheduled, if the District has met the daily State Aid requirement for a school day (currently 75% in attendance for ½ day).
 - d. If student days need to be made up because of inclement weather or emergencies, they will be added to the end of the school year or at dates mutually agreed to by the District and the Association.
 - 2. Where classes are canceled in an individual building, teachers shall make themselves available for other duties as follows:
 - a. The District may choose to implement in-service activities, provided that the building meets safety and sanitary conditions.
 - b. The District may choose to use teachers as substitutes in other classrooms or have them make observation visits to other schools.
 - c. In the event that none of these duties is assigned, teachers shall be dismissed concurrently with the students.

- K. Copies of this Agreement shall be provided to all teachers by the District within thirty (30) school days following ratification and completion of the signature page of the Agreement by the Association and the District. Copies shall also be provided to new hires at the time of signing a contract with the District.
- L. The Association agrees to delete the Radio Station Manager from the Attachment E-1 in exchange for the District granting one (1) additional hour within the teaching schedule for the responsibility of management and organization of the Radio Station.
- M. For the duration of this agreement, problems that arise with the use of technology shall be referred to the Professional Action Committee.

ARTICLE X

ADULT COMMUNITY LEARNING PROGRAM

- A. The District and the Association agree that the Adult Community Learning Program which is composed of the General Education Diploma (G.E.D.), High School Completion (H.S.C.) and Adult Basic Education (A.B.E.) which deal with educational, psychological and sociological improvement, have certain unique and distinct characteristics and operational requirements. The District and the Association agree that as a result of the operational requirements, the class size and number of preparations provided elsewhere in this Agreement shall not apply to the Adult Community Learning Program.
- B. The class size and hours of operation, including duty-free lunch breaks, shall be determined by the Director after consultation and review with the staff. In no event shall the duty day exceed six (6) hours and fifteen (15) minutes including preparation time equal to a class period, nor eight (8) forty-five (45) minute periods.
- C. The teacher work year shall be as provided in Attachments B-1, B-2, B-3, and B-4 (calendars). If requested, teachers may work additional days on a voluntary basis at pro-rated salary for the purpose of student recruitment.
- D. The District agrees to continue to maintain the existing flexibility in the structure and methodology in the program, goals, and instruction.
- E. Adult Community Learning Program staff shall not be granted any year of credit for seniority nor sick leave for service rendered to the Adult Community Learning Program during the 1975-76 school year.

All teachers who are assigned a teaching load of less than 100% at Adult Community Learning Center, who are entitled to a 100% position, shall be offered classes in Evening School for which they are qualified, if available, to make up a 100% assignment.

DURATION OF AGREEMENT

- A. This agreement shall be effective as of August 16, 2010, and shall continue in effect until midnight, August 15, 2014. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.
- B. It is further agreed that at any time after March 1, 2014, the parties hereto shall, on written request, meet for the purpose of discussing the Agreement with respect to its renewal, modification, or change upon termination.
- C. In Witness Whereof, the parties hereto have caused this Agreement to be executed and signed by their duly authorized representatives as of the day and year first above written.

PORT HURON AREA SCHOOL DISTRICT

PORT HURON EDUCATION ASSOCIATION

DATED: 10-20-11

DATED: 10-19-11

By: [Signature]
President of the Board

[Signature]
President of the Association

and [Signature]
Secretary of the Association

"DISTRICT"

"ASSOCIATION"

[Signature]
Chief Negotiator

[Signature]
Co-Negotiator

[Signature]
Team Member

[Signature]
Co-Negotiator

[Signature]
Team Member

[Signature]
Team Member

[Signature]
Team Member

[Signature]
Team Member

[Signature]
Team Member

[Signature]
Team Member

[Signature]
Team Member

[Signature]
Team Member

PORT HURON AREA SCHOOL DISTRICT
 RECORD OF GRIEVANCE PROCESSING

<u>Step</u>	<u>Required Action</u>	<u>Initiator</u>	<u>Time Limitations</u>	<u>Date of Action</u>
1.	File Grievance	Grievant	Within 15 days of alleged grievance	_____
	Grievance Rec'd	Administrator ³	Within 15 days of alleged grievance	_____
	Hearing Held	Administrator	Within 5 days of receipt of grievance	_____
	Disposition Made	Administrator	Within 5 days of Hearing	_____
	Disposition Rec'd	Grievant	Within 5 days of Hearing	_____
2.	Appeal Filed	Grievant ¹	Within 5 days of receipt of disposition	_____
	Appeal Rec'd	Superintendent	Within 5 days of receipt of disposition	_____
	Hearing Held	Superintendent	Within 5 days of receipt of appeal	_____
	Disposition Made	Superintendent	Within 5 days of Hearing	_____
	Disposition Rec'd	Grievant	Within 5 days of Hearing	_____
3.	Notice of non-acceptance of Superintendent's decision filed	Grievant	Within 10 days of Superintendent's determination	_____
	Applied for arbitration	Association	Within 10 days of Superintendent's determination	_____

¹ And/or Association

² All days are school days

³ Line Administrator/Building Principal

Grievant prepares three copies

1. Administrator

2. Association

3. Teacher

NAME OF GRIEVANT _____

ASSIGNMENT _____ BUILDING _____

STATEMENT OF GRIEVANCE: (Give date and details of alleged grievance: pertinent Article, Section Paragraph and Page(s) of Professional Agreement; and relief sought. Use all space needed. Additional sheets may be added. Statement should be signed and dated.)

Date

Signature of Grievant

Association Participating: _____ Association to be informed _____

Initials _____ Date _____

ADMINISTRATIVE DISPOSITION AND GRIEVANT AND/OR
ASSOCIATION POSITION SHEET

NAME OF GRIEVANT: _____

ASSIGNMENT: _____ BUILDING _____

DATE OF GRIEVANCE _____

STATEMENT OF DISPOSITION OF: _____

(Statement of Disposition to be signed and dated by Administrator)

Date

Signature of Administrator

STATEMENT OF POSITION OF GRIEVANT AND/OR ASSOCIATION RELATIVE TO DISPOSITION:

(To be signed and dated by grievant and/or Association)

Date

Signature of Grievant

ATTACHMENT B-1

2011-2012
SCHOOL CALENDAR

1ST SEMESTER

Staff Meetings/Teacher Prep	August 30 – Sept 1
Classes Begin – Full day students	September 6
Thanksgiving Break	November 23 - 25
Classes Resume	November 28
Winter Recess	December 21 – January 2
Classes Resume	January 3
Teachers' Records Day	January 27

Student Days: 90
Teacher Days: 93

2ND SEMESTER

Classes Resume	January 30
Mid-winter Break	February 15 – 18
Spring Break	April 2 - 9
Classes Resume	April 10
Memorial Day Recess	May 25, 28
Classes Resume	May 29
Classes End	June 14
Teachers' Records Day	June 15

Student Days: 90
Teacher Days: 92

Total Student Days: 180
Total Teacher Days: 185

Four ½ day conferences at each level

Full day kindergarten parent-teacher conferences will follow the same conference schedule as Grades 1-5 (four half-days). An additional four half-days will be provided by four half-day substitutes or two full-day substitutes when available, or compensation at the rate of \$65 per half day or ½ day kindergarten teachers only.

Teachers shall meet the professional development requires of the Michigan School Code adhering to the timelines established by the district. Part of the requirement will be met by district in services that are scheduled into the calendar.

To meet the professional development requirements, teachers may be required to remain after school (when students are in session) on the second Tuesday of each month for staff development as scheduled by the building principal for grade level, content area or department meetings.

Attendance at 4th Tuesday meetings may be mandatory where the topic to be covered is district-wide training. Staff development will occur on the first and third Tuesday of each month. The PHEA and PHASD will inform the teachers of the state professional development requirements and the PHEA will assist its members in monitoring their individual compliance.

The leadership team/BPC and the school principal will agree on the topics of the third Tuesday meetings. The activities will be submitted to the Assistant Superintendent. In the event that an agreement cannot be reached, the building principal or his/her designee will determine the appropriate staff development for that building with the approval of the Assistant Superintendent.

A committee shall be established, comprised of:

Superintendent (or his designee)

One additional Administrator (appointed by the District)

Three PHEA representatives (appointed by the PHEA)

The purpose of the committee will be to study the feasibility of:

Adding 38 additional hours to the school year in order for PSD Hours to be counted during the school day.

**PORT HURON AREA SCHOOL DISTRICT
SCHOOL CALENDAR 2012-2013**

To be mutually developed by May 1, 2012.

**PORT HURON AREA SCHOOL DISTRICT
SCHOOL CALENDAR 2013-2014**

To be mutually developed by May 1, 2013.

PORT HURON AREA SCHOOL DISTRICT
 PORT HURON, MICHIGAN

EVALUATION OF PROFESSIONAL STAFF

Teacher received _____
 Initial and date

Name _____ Date _____

Building _____ Grade or Subject _____

<u>Evaluator</u>	<u>Date of Observation</u>	<u>Time Spent in Classroom Observation</u>	<u>Lesson Observed</u>
------------------	----------------------------	--	------------------------

- Scale:
- 1. HIGHLY EFFECTIVE Exceptional performance in the area measured
 - 2. EFFECTIVE Often exceeds in the performance of the area measured
 - 3. MINIMALLY EFFECTIVE Performs minimal responsibilities in an acceptable manner
 - 4. INEFFECTIVE Often deficient in the area measured
- N. NOT OBSERVED

The **final, year-end** evaluation is based on all observations conducted throughout the year.

Circle the number or letter which best expresses your rating. It is important that supporting statements be presented in each area. Where necessary, use additional sheets. See page 7 for explanation of terms used in evaluation.

I. STUDENT GROWTH

1 2 3 4 N

Student growth assessments used to determine rating (3 years of data, if available):

(Examples of Acceptable Student Growth Measures, but not limited to: MEAP Scaled Scores, MLPP, DIBELS, Student Performance Project Based, Portfolios, Pre & Post Tests, IEP Goals, MI-Access, Brigance Inventory, Woodcock Johnson, KTEA, MME Scaled Scores, and ACT Work Keys.)

Supporting Statements:

Assessments Used:

II. TEACHING QUALIFICATIONS

A. Variety of teaching techniques

1 2 3 4 N

Supporting Statements:

B. Knowledge of subject matter

1 2 3 4 N

Supporting Statements:

**C. Well-planned and organized
classroom activities** 1 2 3 4 N

Supporting Statements:

**D. Sensitivity to each student's needs
and problems** 1 2 3 4 N

Supporting Statements:

E. Classroom Management 1 2 3 4 N

Supporting Statements:

F. Fulfills Professional Responsibilities 1 2 3 4 N

Supporting Statements:

**G. Exhibits Willingness
to go beyond assigned task**

1 2 3 4 N

Supporting Statements:

III. STRONGEST ASSETS

**IV. SPECIFIC PERFORMANCE GOALS TO IMPROVE EFFECTIVENESS FOR
THE NEXT SCHOOL YEAR**

**V. RECOMMENDED TRAINING/PROFESSIONAL DEVELOPMENT FOR THE
NEXT SCHOOL YEAR**

**VI. SELECTED ACTIVITIES WHICH HAVE CONTRIBUTED TO THIS
TEACHER'S PROFESSIONAL GROWTH SINCE THE LAST EVALUATION.**

VII. THE OVERALL PERFORMANCE OF THIS TEACHER AT THE TIME OF THIS EVALUATION IS:*

- _____ 1. HIGHLY EFFECTIVE Exceptional performance in the areas measured
(8-13)
- _____ 2. EFFECTIVE Often exceeds in the performance
(14-19) of the areas measured
- _____ 3. MINIMALLY EFFECTIVE Performs minimal responsibilities in an
(20-25) acceptable manner
(will require IDP and Written Improvement Plan next school year)
- _____ 4. INEFFECTIVE Often deficient in the areas measured
(26-32) *(will require IDP and Written Improvement Plan next school year)*

* Final performance scale will be created by equally weighting each category of the following: student growth, variety of teaching techniques, knowledge of subject matter, well planned and organized classroom activities, sensitivity to each student’s needs and problems, classroom management, fulfills professional responsibilities, and willingness to go beyond assigned tasks.

EVALUATORS’ SIGNATURES

Signature	Date	Signature	Date
-----------	------	-----------	------

TEACHER’S COMMENTS:

_____ Comments Attached
(initials)

My signature indicates that the evaluation process is complete.

Date	Teacher
------	---------

- 4 - Copies:
- Human Resources*
 - Teacher*
 - Building Principal*
 - Director*

The following are some suggested explanations of the terms used in the evaluation.

I. STUDENT GROWTH

Shall be measure by national, state or local assessments and other objective criteria.

See Teaching Qualifications The Professional Standards for Michigan Teachers statements in sections A, B, C, D, E, F, G below.

II. TEACHING QUALIFICATIONS

A. Variety of teaching techniques – looks for and uses new approaches to vary class work.

- Demonstrated Pedagogical Skills
 - Ability to impart that knowledge through: planning, delivering rigorous content, checking for and building higher-level understanding, differentiating, and managing a classroom.
- (2A) Apply knowledge of human growth, development, and learning theory to design and implement instruction for the continuing development of students' cognitive, affective, physical, emotional, and social capacities
- (2C) Understand the connections between instructional decisions, grading, and assessment data. Use formal and informal, as well as formative and summative, assessments to evaluate learning and ensure the academic achievement of all students.
- (2F) Design and implement instruction based on Michigan curriculum standards, using multiple approaches to accommodate the diverse backgrounds, abilities, and needs of students, and modify instruction based on assessment data.
- (3D) Design instruction so that students are engaged in actively integrating and transferring knowledge across the curriculum.
- (3F) Evaluate, adapt, and modify instructional strategies, technologies, and other educational resources to enhance the learning of each student
- (3G) Embrace teaching through appropriate and creative activities utilizing instructional techniques that are supported by current research.
- (4F) Use a variety of teaching methodologies and techniques (e.g., lectures, demonstrations, group discussions, cooperative learning, small-group activities, and technology- enhanced lessons), and objectively assess the effectiveness of various instructional approaches and teacher actions for impact on student learning.

B. Knowledge of subject matter – brings adequate, scholarly preparation to the field of assignment, and continues to develop his scholarship

- Demonstrated Pedagogical Skills
 - Knowledge of subject area
 - Ability to impart that knowledge through: planning, delivering rigorous content, checking for and building higher-level understanding, differentiating, and managing a classroom.
- (2F) Design and implement instruction based on Michigan curriculum standards, using multiple approaches to accommodate the diverse backgrounds, abilities, and needs of students, and modify instruction based on assessment data.

C. Well planned and organized classroom activities – plans purposeful activities to meet the needs and abilities of the students.

- Demonstrated Pedagogical Skills
 - Ability to impart that knowledge through: planning, delivering rigorous content, checking for and building higher-level understanding, differentiating, and managing a classroom.
 - Consistent preparation to maximize instructional time
- (2H) Exercise informed judgement in planning and managing time and resources to attain goals and objectives
- (3A) Design and implement instruction aligned with the Michigan curriculum standards, Universal Education Vision and Principles, and the Michigan Educational Technology Standards;
- (3B) Create learning environments that promote critical and higher order thinking skills, foster the acquisition of deep knowledge, and provide connections beyond the classrooms to promote substantive conversation and clear structured writing among teachers and learners regarding subject matter acquisition;

- (3C) Help each student to learn how to safely and responsibly access and use resources to become a discerning independent learner and problem solver (e.g., print materials, information technology, assistive technology);
- (3D) Design instruction so that students are engaged in actively integrating and transferring knowledge across the curriculum;
- (3E) Engage students in activities that demonstrate the purpose and function of subject matter to make connections to the world beyond the classroom and enhance the relationship and relevance to a global society;
- (3F) Evaluate, adapt, and modify instructional strategies, technologies, and other educational resources to enhance the learning of each student.
- (3G) Embrace teaching through appropriate and creative activities utilizing instructional techniques that are supported by current research.
- (4A) Engage students in meaningful learning experiences while maximizing the use of instructional time;

D. Sensitivity to each student's needs and problems – provides for individual differences.

- (2B) Assess learning and differentiate instruction to maximize student achievement and to accommodate differences in backgrounds, learning modes, disabilities, aptitudes, interests, and levels of maturity;
- (2D) Discern the extent to which personal belief systems and values may affect the instructional process and grading, and adjust instruction and interactions accordingly;
- (2E) Differentiate instruction in an environment that facilitates each student's learning and access to an equitable education;
- (2F) Design and implement instruction based on Michigan curriculum standards, using multiple approaches to accommodate the diverse backgrounds, abilities, and needs of students, and modify instruction based on assessment data;
- (2G) Understand, design, and implement grading processes and assessments, using multiple approaches to accommodate diverse backgrounds, abilities, and needs of students;
- (2J) Design, adopt, implement, and *advocate for* accommodations including assistive communicative devices, assistive technologies, and multiple strategies to enhance learning opportunities according to each student's needs.
- (3F) Evaluate, adapt, and modify instructional strategies, technologies, and other educational resources to enhance the learning of each student;
- (4B) Structure the classroom environment to promote positive peer interactions and positive self-esteem, to ensure that each student is a valued participant in an inclusive learning community;
- (4D) Design and implement a classroom management plan that utilizes respectful disciplinary techniques to ensure a safe and orderly learning environment, (e.g., instructional procedures utilizing the concepts presented in the SBE's Positive Behavior Support policy, 2006) which is conducive to learning and takes into account diverse needs of individual students.
- (5D) Analyze the effects of teacher dispositions, decisions, and actions upon others (e.g., families, other personnel, and all students, including those with disabilities) and adjust interactions accordingly;
- (5H) Participate in the development of individualized plans for students with disabilities (Individual Education Plan (IEP)).

E. Classroom Management – is consistent in policy, firm but friendly, develops effective class morale, provides healthy classroom climate for learning.

- Demonstrated Pedagogical Skills
 - Ability to impart that knowledge through: planning, delivering rigorous content, checking for and building higher-level understanding, differentiating, and managing a classroom.
- (4A) Engage students in meaningful learning experiences while maximizing the use of instructional time;
- (4B) Structure the classroom environment to promote positive peer interactions and positive self-esteem, to ensure that each student is a valued participant in an inclusive learning community;
- (4C) Construct a learning environment and grading process where both teacher and students have high expectations and mutually understand what is expected of each other to foster optimal achievement of all students;
- (4D) Design and implement a classroom management plan that utilizes respectful disciplinary techniques to ensure a safe and orderly learning environment, (e.g., instructional procedures utilizing the concepts presented in the SBE's Positive Behavior Support policy, 2006) which is conducive to learning and takes into account diverse needs of individual students.

- (4E) Understand and uphold the legal and ethical responsibilities of teaching (e.g., federal and state laws and SBE policies pertaining to positive and effective learning environments, appropriate behavioral interventions, student retention, truancy, child abuse, safety, first aid, health, and communicable disease);
- (4F) Use a variety of teaching methodologies and techniques (e.g., lectures, demonstrations, group discussions, cooperative learning, small-group activities, and technology-enhanced lessons), and objectively assess the effectiveness of various instructional approaches and teacher actions for impact on student learning;
- (4G) Establish a learning environment which invites/welcomes collaborative teaching practices;
- (4H) Differentiate between assessment and evaluation procedures and use appropriately.

F. Fulfills Professional Responsibilities – has ability to inspire student’s enthusiasm for learning, indicates pride in chosen profession to his colleagues and to the public.

- Teacher-Pupil relationship – makes students feel they are important and wanted in class.
- Teacher-Administrator relationships – accepts school policies, follows them while in effect, has sound reason for any opposition, brings counter-suggestions.
- Teacher-Parent relations - willingly consults with parents regarding student’s needs and presents a positive image of the education program.
- Teacher-Consultant relationship – seeks consultant’s ideas, is willing to try them, and adapts those suitable to own classroom situation.
- Teacher-Teacher relationships – is considerate of other teachers, willing to share ideas, appreciative of good teaching, makes a point of becoming acquainted with new staff, has ability to discuss professional competencies intelligently.
- (5D) Analyze the effects of teacher dispositions, decisions, and actions upon others (e.g., families, other personnel, and all students, including those with disabilities) and adjust interactions accordingly;
- (5E) Embrace and model teaching as a lifelong learning process and continue efforts to develop professionally.
- (6B) Synthesize a teacher’s role in a changing society with the evolution of educational foundations and policy perspectives;
- (6F) Participate with professional educators, school personnel, and other stakeholders in collaborative and cooperative planning, decision-making, and implementation, to improve educational systems at all levels.

G. Exhibits Willingness to go Beyond Assigned Task

- This factor shall be based on whether the individual contributes to the overall performance of the school by making clear, significant, relevant contributions above the normal expectations for an individual in his or her peer group and having demonstrated a record of exceptional performance.

- These statements are taken directly or adapted from *The Professional Standards for Michigan Teachers*, adopted by State Board May 13, 2008 and from MCL 380.1248.

2009-10 SALARY SCHEDULE

STEP	BACHELORS	MASTERS	MASTERS + 30	DOCTORATE
0	36,044	39,304	41,530	46,518
1	37,176	41,307	43,811	47,771
2	41,055	43,184	47,566	50,632
3	43,435	45,062	50,070	53,654
4	47,698	51,949	56,327	56,523
5	50,248	54,950	58,831	59,543
6	53,126	57,579	62,086	62,736
7	55,993	60,834	65,465	66,085
8	58,848	64,088	68,844	69,630
9	62,477	67,592	72,602	73,346
10	65,200	70,879	76,325	77,262
11	66,085	71,972	77,501	81,411

PORT HURON AREA SCHOOL DISTRICT
EXTRA ASSIGNMENT SALARY SCHEDULE
(NON-ATHLETIC)

Each extra assignment listed shall carry the factor shown. This factor, when multiplied by \$533.77, determines the gross salary for each activity shown. Factors for all extra pay assignments shall be frozen for 3 years. Extra pay is in recognition of extra time and/or responsibility beyond the normal teacher assignment.

<u>ELEMENTARY</u>	<u>FACTOR</u>	<u>ELEMENTARY</u>	<u>FACTOR</u>
City Safety Patrol	3		
Township Bus Patrol	1		
Library (1)	2	Student Council	1.5
		³ Music Organization (w/o released time)	1
		School Improvement Chair (w/o released time)	4

<u>MIDDLE SCHOOL</u>	<u>FACTOR</u>	<u>HIGH SCHOOL</u>	<u>FACTOR</u>
National Honor Society	4		
Junior Nat'l Honor Society	2	² Quiz Bowl	4
² Quiz Bowl	2	School Improvement Chair (w/o released time)	4
School Improvement Chair (w/o released time)	4	¹ Dramatics	6
Yearbook	4		
Yearbook	4	Band	10
Band	4	Chorus	8
Drill Team	5		
Senior Class Sponsor	4		
Student Council (w/released time of one period daily)	1.5	Junior Class Sponsor	2
Student Council (w/o released time)	4	Sophomore Class Sponsor	2
Dramatics (limited to one play	2	Freshman Class Sponsor	2
		Student Council per year (w/o released time)	4

¹ Per play

² Must participate in and meet League requirements

³ 24 one-half (1/2) hour after-school sessions per year

PORT HURON AREA SCHOOL DISTRICT
EXTRA ASSIGNMENT SALARY SCHEDULE
(ATHLETIC)

Each extra assignment listed shall carry the factor shown. This factor, when multiplied by \$533.77, determines the gross salary for each activity shown. Factors for all extra pay assignments shall be frozen for 3 years. Extra pay is in recognition of extra time and/or responsibility beyond the normal teacher assignment.

MIDDLE SCHOOL			HIGH SCHOOL		
SPORT	TITLE	FACTOR	SPORT	TITLE	FACTOR
Football	8th Grade Head Coach	6	Coordination	Athletic Coordinator	10
Football	8 th Grade Assistant	2			
Football	7th Grade Head Coach	4	Cheerleading	Varsity Competitive	6
Football	7th Grade Assistant	2	Cheerleading	Varsity – Fall	4
Basketball - Boys	8th Grade Coach	6	Cheerleading	Varsity – Winter	4
Basketball - Boys	7th Grade Coach	6	Cheerleading	Jr. Varsity – Fall	3
Basketball - Girls	8th Grade Coach	6	Cheerleading	Jr. Varsity – Winter	3
Basketball - Girls	7th Grade Coach	6	Cheerleading	9th Grade – Fall	2
Wrestling	Head Coach	6	Cheerleading	9th Grade – Winter	2
Wrestling	Assistant	2	Cross Country - Boys/Girls	Varsity	6
Track (Boys)	Coach	6	Soccer–Boys/Girls	Varsity	10
Track (Boys)	Assistant	2	Soccer - Boys/Girls	Jr. Varsity	6
Track (Girls)	Coach	6	Football	Varsity Head	15
Track (Girls)	Assistant	2	Football	Varsity Asst. (2)	10 each
Tennis (Boys)	Coach	3	Football	JV Head	10
Tennis (Girls)	Coach	3	Football	JV Asst.	8
Volleyball	Head Coach	6	Football	9th Grade Head	8
Volleyball	Assistant	2	Football	9th Grade Asst.	8
Softball	Head Coach	6	Basketball – Boys/Girls*	Varsity	15
Softball	Assistant	2	Basketball - Boys/Girls*	Jr. Varsity	10
Soccer (Boys)	Coach	6	Basketball – Boys/Girls*	9th Grade	8
Soccer (Girls)	Coach	6	Track - Boys/Girls*	Varsity	10
Cheerleading	Advisor	6	Track – Boys/Girls*	Jr. Varsity	8
			Track – Boys/Girls*	9th Grade	6
			Tennis – Boys/Girls*	Varsity	6
			Tennis – Boys/Girls*	Jr. Varsity	4
			Tennis – Boys/Girls*	9th Grade	4
			Baseball	Varsity	10
			Baseball	Jr. Varsity	8
			Baseball	9th Grade	6
			Softball	Varsity	10
			Softball	Jr. Varsity	8
			Softball	9th Grade	6
			Hockey	Head Coach	12
			Hockey	Asst. Coach	8
			Golf	Head Coach	4
			Volleyball	Varsity Head Coach	12
			Volleyball	Jr. Varsity	8
			Volleyball	9th Grade	6
			Wrestling	Varsity	12
			Wrestling	Jr. Varsity	8
			Wrestling	9th Grade	6

* Separate teams—one team per gender
Coaches shall be evaluated annually.

**TEACHING PREFERENCE SHEET
PORT HURON AREA SCHOOL DISTRICT
HUMAN RESOURCE OFFICE**

1. Name: _____
2. Current Assignment: _____
3. Percent of Assignment: _____
4. Building: _____

5. **If I am displaced I prefer: (please "x") (mark one only)**
 Option I. _____ to have my Preference List exhausted as it appears in Column I. I understand (Current Bldg.) that when Column I is exhausted, the District will then use Option II.

 Option II. _____ to have my Preference List exhausted as it appears in Column II. (District-Wide)

6. Teachers must specify level after each position by using the abbreviations shown:
 E = Elementary School H = High School Z = Adult Community Learning Center
 M = Middle School J = Port Huron South

7. Indicate your preference of teaching assignments, using line 1 as your first choice in the Columns. **NOTE:** You must be certified and **highly qualified** to teach each of the positions you list, as indicated in the 1999/2003 Professional Agreement, Article II, Section Four, B.5., a and b., page 14. **Certification/qualification documentation must be on file in the Human Resource Office at the time of staffing this spring.**

<i>PLEASE PRINT</i>			
COLUMN I (Current Building)		COLUMN II (District-Wide)	
1.	21.	1.	21.
2.	22.	2.	22.
3.	23.	3.	23.
4.	24.	4.	24.
5.	25.	5.	25.
6.	26.	6.	26.
7.	27.	7.	27.
8.	28.	8.	28.
9.	29.	9.	29.
10.	30.	10.	30.
11.	31.	11.	31.
12.	32.	12.	32.
13.	33.	13.	33.
14.	34.	14.	34.
15.	35.	15.	35.
16.	36.	16.	36.
17.	37.	17.	37.

18.	38.	18.	38.
19.	39.	19.	39.
20.	40.	20.	40.

(Do NOT use back of form for additional preferences. Instead, attach additional paper to each of the three copies.)

INFORMATION

1. My signature:

- a. indicates that I understand there can be no change in this form after the deadline date of Tuesday, April 25, 2006.
- b. certifies that the above information provided by me is correct to the best of my knowledge and belief.

Date

Teacher's Signature