

Original

MASTER AGREEMENT

Between

HARRISON BOARD OF EDUCATION

And

HARRISON EDUCATION ASSOCIATION



July 1, 2018 – June 30, 2021

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Harrison EA Contract –2018 – 2021 (Three Year Contract)

This agreement entered into this 1st day of July, 2018, by and between the School District of Harrison the City of Harrison, Michigan hereinafter called the "Board" and the Harrison Education Association, hereinafter called the "Association".

WITNESSETH

WHEREAS, the Board has a statutory obligation, pursuant to the Public Employment Relations 379 of the Michigan Public Acts of 1965, to bargain with the Association as the representative teaching personnel with respect to hours, wages, terms and conditions of employment , and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement.

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

ARTICLE I – RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive and sole bargaining representatives for all teaching personnel whether under contract, on leave, employed by the Board, excluding: Superintendent, Principals, Business Manager, Program Directors, and substitute teachers. The term "teacher" when used hereinafter in this Agreement shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined and references to male teachers shall include female teachers.
- B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement.
- C. Except as expressly provided otherwise by the terms of this Agreement, the determination and administration of educational policy, the operation of the schools and the direction of the professional staff are vested exclusively in the Board or in the Superintendent when so delegated by the Board.
- D. The entire agreement or specific provisions of the agreement may be rejected, modified, or terminated by an emergency manager under conditions provided in the Local Government and School District Accountability Act, 2011 PA 4.

ARTICLE II – ASSOCIATION AND TEACHER RIGHTS

- A. Pursuant to the Michigan Public Employment Relations Act, the Board and Association hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other lawful concerted activities for mutual aid and protection or to refrain from such activity. That it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association, his participation in any lawful activities of the Association or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment or nonparticipation in such activity.
- B. Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under the Michigan General School Laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.
- C. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings, provided that when special custodial service is required, the Board will make a charge. No charge shall be made for use of school rooms before the commencement of the school day nor until 6 p.m. Forty-eight hours notice will be given unless waived by building administrator. The building principal has the right to assign the room.
- D. Duly authorized representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times. Provided that in the opinion of the building principal and Association representative this will not interfere with normal school operations.
- E. The Association shall have the right to use school facilities for meetings and events and equipment for the purpose of duplication, calculation and audio visual, when such equipment is not otherwise in use.
- F. The Association shall have the right to post notices of its activities and matters of Association concern on teacher bulletin boards, at least one of which shall be provided in each school building. The Association may use the district mail service, district mail service does not include paying postage, and teacher mail boxes for communications to teacher. No teacher shall be prevented from wearing insignia, pins, or other identification of membership in the Association either on or off school premises. Provided such insignia, pins, etc., are not distracting to normal operation of the school.
- G. The Board agrees to furnish to the Association in response to requests from time to time information concerning the financial resources of the district, including but not limited to: annual financial reports and audits, register of certified personnel, tentative budgetary requirements and allocations (including county allocation board budgets), agendas and minutes of all Board meetings, treasurer's reports, census and membership data, names and addresses of all teachers, and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students together with information which may be necessary for the Association to process any grievance or complaint. The Association shall reimburse the district the cost in accordance with FOIA if applicable.
- H. The Association shall be given an opportunity to advise the Board with respect to any new or modified fiscal, budgetary or tax programs, construction programs or major revisions of educational policy, which are proposed or under consideration.

ARTICLE II – ASSOCIATION AND TEACHER RIGHTS (CONTINUED)

- I. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied in a manner which is not arbitrary, capricious or discriminatory and without regard to race, creed, religion, color, national origin, age, gender or marital status.

ARTICLE III – BOARD RIGHTS

- A. The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the School Code, the laws of the State, the Constitution of the State of Michigan and/or the United States when not in conflict with the provisions of this agreement. Such rights, duties, etc. shall include, by way of illustration, the right to:
1. Manage and control its business, its equipment and its operations and to direct the working forces and affairs of the entire school system.
 2. Continue its rights, policies and practices of assignment and direction of its personnel, determine the number of personnel, and schedule all the foregoing.
 3. Direct the working forces, including the right to establish positions, to hire, evaluate, suspend and discharge employees, transfer employees, assign work or duties to employees, determine the size of the work force and to lay off employees, subject to the conditions of this master agreement.
 4. Determine the services, supplies and equipment necessary to continue its operation and to determine all methods and means of distributing the above and establishing standards of operations, the means, methods and processes of carrying on the work.
 5. Determine the policy affecting the selection of employees.
 6. Take whatever actions may be necessary in situations of emergency caused by an Act of God.
- B. In meeting such responsibilities, the Board acts through its administrative staff. Such responsibilities include: the establishment of educational policies; the construction, acquisition and maintenance of school buildings and equipment; the evaluation, discipline, and termination of employees; and the establishment and revision of rules and regulations governing and pertaining to work of its employees, not in conflict with this master agreement.

ARTICLE IV – TEACHING HOURS AND CLASS LOAD

- A. For School Year 2018-2019 the Secondary school instructional day will begin at 8:00 a.m. and end at 3:03 pm. Teachers in the secondary schools will be provided with one (1) class period of duty free prep. The Elementary school instructional day will begin at 8:05 a.m. and end at 3:08 p.m. Elementary teachers will be provided twenty (20) minutes of relief time each day. In addition, elementary teachers may use for preparation all time during which their classes are receiving instruction from various teaching specialists. For School Years 2019 – 2020 and 2020 – 2021, both the secondary and elementary ending times will be discussed during calendar preparation.
- B. Secondary school teachers will be in the building and at their teaching station fifteen (15) minutes *prior to the instructional day*. Elementary school teachers will be in the building and at their teaching station ten (10) minutes prior to the instructional day. Teachers shall be permitted to leave ten (10) minutes after the close of the instructional day, except that on days preceding holidays or vacation and on Fridays the teachers' day shall end at the close of the instructional day.

Teachers shall remain for a sufficient period after the close of the pupils' school day and attend to those matters which properly require attention at that time, including consultation with parents when scheduled directly with the teacher, except that on days preceding holidays or vacation, and on Fridays the teachers' day shall end at the close of the pupils' day.

Teachers shall attend staff meetings or other meetings called by the administration. Two (2) days notice will be given prior to meetings scheduled by the administration, except in cases of emergency.

- C. The Board shall provide a duty free lunch period for each teacher, except in emergency situations. The period shall be not less than thirty (30) minutes nor more that forty (40) minutes.
- D. No departure from these norms, except in case of emergency, shall be made without prior consultation with the Association.
- E. A teacher engaged during the school day in negotiating on behalf of the Association with any representative of the Board or participating in any professional grievance negotiation, including arbitration, shall be released, following notification, from regular duties without loss of salary.

ARTICLE V – TEACHING CONDITIONS

The parties recognize that optimum school facilities for both student and the teacher are desirable to insure the high quality of education that is the goal of both the Association and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the operation of the school and the school day should be directed toward insuring that the energy of the teacher is primarily utilized to this end.

- A. Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that pupil-teacher ratio should be lowered wherever possible to meet the following optimum standards. Aides are not to be counted in the pupil-teacher ratio. However, at no time shall the following maximums be exceeded without immediate implementation of Article V, Section B.

| <u>Elementary</u> | <u>Maximum</u> |
|--------------------|----------------|
| Kindergarten | 25 |
| Grades 1-2 | 25 |
| Grades 3-5 | 28 |
| Combination | 26 |
| Specials | 28 |
| <u>Secondary</u> | <u>Maximum</u> |
| Grades 6-12 | 28 |
| Music | 40 |
| Band | No Maximum |
| Physical Education | 42 |

B. Class Size Overage

1. Semester overage payments shall be made if either a secondary teacher's full schedule exceeds an amount equivalent to five (5) times the stated maximum or it is over 32 in any one class (except for Physical Education and music classes) whichever is greater. Special Education class sizes and caseloads will be governed by Special Education rules. These rules will be used to determine the overages.
2. Whenever the Board surpasses maximum class size (as defined in Article V, Section A), the Principal and Teacher shall immediately notify the Superintendent of said infraction. The Board will pay the affected teacher \$6/pupil/day over the maximum, prorated by the number of sections taught in his/her regular assignment. If a teacher teaches during his/her conference period and the class is over 32 students, the affected teacher will be paid

ARTICLE V – TEACHING CONDITIONS (Continued)

\$6/pupil/day over the 32, prorated by the number of regular sections taught (currently \$1.20/student over 32). Students on reduced schedules who are listed on a teacher's class list will be prorated and counted for the purposes of calculating class size overages and overage pay only for the days and/or portion of the day(s) that the students are scheduled to attend. Students on a general education teacher's class list who attend special education classes will not be counted toward class size overages or overage pay for the general education teacher during that portion of the day that the student attends the special education classes.

3. Special Education Overages – Special education overages may result from exceeding the maximum allowable hourly average class size or from exceeding the maximum allowable caseload number. For exceeding the maximum allowable hourly average class size, the Board will pay the affected teacher \$6/pupil/day prorated by the number of sections taught in his/her regular assignment. For exceeding the maximum allowable caseload number, the Board will pay the affected teacher \$6/pupil/day.
 4. Elementary Specials – Maximum class size is set at twenty-eight (28) but the average pay is prorated based upon the number of sections a full time specials teacher would see in the school day. (This number is currently 12 sections, so each overage per section would result in a payment of \$0.50.)
 5. Such payments(s) shall begin on the first day that the principal assigned the student to the teacher's overage sheet (unless the overage is corrected within the first three (3) days) and will continue for the duration of the infraction. Overage forms will be available within two weeks of the beginning of the semester. Payment is to be made on or within twenty-one (21) days following the close of each semester in which said infraction takes place. It is the teacher's responsibility to submit the required documentation to their building principal within five (5) school days after their building principal requests the submission of the overage sheets in writing, or forfeit payment for that marking period.
- C. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests, questionnaires, and similar materials are the tools of the teaching profession. The parties will confer from time to time for the purpose of improving the selection and use of such educational tools and the Board undertakes promptly to implement all joint decisions thereon made by its representative and the Association. The board agrees at all times to keep the schools reasonably equipped and maintained.
- D. The Board will provide:
1. A desk for each teacher in the district with drawer space.
 2. Suitable closed space for each teacher to store coats, and personal articles.
 3. Adequate board space.

ARTICLE V – TEACHING CONDITIONS (Continued)

4. Copies, exclusively for each teacher's use, of all texts used in each of the courses he is to teach.
 5. Adequate storage space in each classroom for instructional materials.
 6. Adequate attendance and lesson plan books, paper, pencils, pens, dry erase markers, and other such material required in daily teaching responsibility.
 7. Laboratory coats for laboratory science teachers and shop coats for industrial education teachers, upon request. The school will provide said items and teachers will launder said items.
 8. Adequate copying and printing equipment, including alternatives for making copies if adequate equipment is not available.
- E. To relieve teachers of cafeteria, patrol and bus duty, aides will be engaged in each elementary school responsible to the administration. The aides will handle patrol duties, duplication of teaching materials, collecting moneys for milk and lunch, and similar responsibilities.
- F. The Board shall make available in each school adequate lunch area, restroom and lavatory facilities primarily for teacher use and at least one room, appropriately furnished, which shall be reserved for use as a staff lounge.
- G. Office telephone facilities shall be made available to teachers for their emergency use, toll calls paid for by the caller. Telephones will be made available in the teachers' lounge for local calls. Toll calls to be paid for by the caller.
- H. Adequate off street parking facilities shall be provided, adequately lighted, and properly maintained exclusively for employee use.
- I. Teachers will not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being, except in cases of immediate danger to the health and welfare of the students.
- J. The Board agrees to relieve all teachers of playground duty and supervision of playground aides, except for those teachers who accept the duties for compensation as stated in Article XX.
- K. The Board agrees to relieve all teachers of the tasks of initial enrollment. Teachers shall be required to keep attendance records for each class in accordance with school district policies.
- L. It is the full responsibility of all teachers to grade report cards, but not to transfer grades and other information to CA 39 forms.
- M. Teachers will not be required to drive students home.
- N. Department chairpersons, if selected, will not be considered as supervisory employees, unless 50 or more per cent of his/her time spent in a supervisory capacity.

ARTICLE VI – ASSIGNMENTS

- A. Any assignments in addition to the normal teaching schedule during the regular school year, including extra duties enumerated in Schedule B, and summer school courses, shall not be obligatory but shall be with the consent of the teacher.
- B. Any teacher who accepts a supervisory or executive position and shall later return to a teacher status shall be entitled to retain such rights as he/she may have had under this Agreement prior to accepting a supervisory or executive position.

ARTICLE VII – ILLNESS AND DISABILITY

- A. Each teacher shall be entitled to accumulate ten (10) days per year for illness or physical disability of the teacher. Unused leave shall accumulate, adding to the previously accrued sick leave with a 180 day cap on the maximum. Current teachers that have greater than 180 days will have a cap of their sick day total as of July 1, 2016.
- B. A teacher who is unable to teach because of personal illness or disability and who has exhausted all sick leave available may be granted a leave of absence without pay for the duration of such illness or disability, up to the end of the current school year and the leave may be renewed each year upon written request by the teacher and approval of the Board.
- C. Teachers may use accumulated sick leave for illness or physical disability of a member of the teacher's immediate family. Immediate family shall include mother, father, step-parents, husband, wife, child, step-child, adopted child, sister, brother, grandparents, grandchild, father-in-law, and mother-in-law. This will also include any person who is a permanent member of the employee's home.
- D. Any teacher who is absent because of an injury or disease compensable under the Michigan Workers Comp law shall receive from the Board the difference between any income received from any insurance provided by the Board, and his/her regular salary. These days shall not be charged against sick leave.
- E. Upon Retirement after ten (10) years of service with Harrison Community Schools, the Board will pay for unused sick leave at the rate of \$70 per day up to the maximum of 100 days. The payment must be placed in the teacher's 403b account.

ARTICLE VIII – PERSONAL BUSINESS

- A. At the beginning of every school year, each teacher shall be credited with three (3) days to be used for the teacher's personal business. No more than three (3) personal days per building will be granted on any given day. A teacher planning to use a personal leave day or days shall notify his/her principal at least two (2) days in advance, except in cases of emergency. No personal days may be used before or after holiday weekends or vacation periods. Only two (2) personal business day per building may be used beginning May 1st and until the end of the school year. In case of an emergency this will be reviewed on an individual basis by his/her principal.
- B. A teacher called for jury duty or to give testimony before any judicial or administrative tribunal shall be compensated for the difference between the teaching pay and the pay received for the performance of such obligation. If the employee is released early, the employee shall return to work.
- C. Each teacher shall be allowed up to five (5) days leave, without loss of compensation, for a death in the family. Family shall include spouse, father and mother of teacher or spouse, grandmother and grandfather of teacher or spouse, son or daughter of teacher or spouse, grandchildren of teacher or spouse, brother or sister of teacher or spouse; or others at the discretion of the Superintendent or his designates. Such leave will not be deducted from accumulated sick leave.
- D. At the beginning of every school year the Association shall be credited with five (5) days to be used by the teachers who are officers or agents of the Association, such use to be at the discretion of the Association. Unused days shall accumulate to a maximum of ten (10) days. No more than two (2) teachers will be allowed said leave at any one time. The Association agrees to notify the building administrator no less than twenty-four (24) hours of the date for intended use of said leave.
- E. Unused personal leave days shall be credited as sick leave at the end of the school year.

ARTICLE IX – UNPAID LEAVES OF ABSENCE

- A. A leave of absence of up to two (2) years maybe granted to any tenured teacher, upon application, for the purpose of participating in exchange teaching programs in other states, territories or countries; foreign or military teaching programs; the Peace Corps, Teacher's Corps or Job Corps as a full-time participant in such programs; or a cultural travel or work program related to his professional responsibilities; provided said teacher states his intention to return to the school system. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as he would have been had he taught in the district during such period.
- B. A military leave of absence shall be granted to any teacher who shall be inducted or shall enlist in time of declared war for military duty in any branch of the armed forces of the United States. Upon return from such leave, a teacher shall be placed at the same step on the salary schedule as he/she would have been had he/she taught in the district during such period.
- C. A leave of absence may be granted to any tenured teacher upon application for the purpose of campaigning for, or serving in, a public office. A teacher returning from leave provided in this paragraph maybe placed on the step of the salary schedule from which he went on leave. Such leaves must begin at the beginning of the school year and may not terminate before the beginning of the school year. This leave will not be subject to the grievance procedure.
- D. Child care leave of up to one (1) year shall be granted. A teacher on child care leave may return to work with written approval of her physician.
- E. A leave of one (1) year may be granted to a teacher who adopts a child and will run concurrent with FMLA. The bargaining unit member may choose to use his/her unused sick days up to thirty (30) days and/or personal time during this leave.
- F. A leave of absence of up to one (1) year may be granted to a tenured teacher for personal business. The reason for such leave request will be disclosed to the Board. Denial of this leave shall not be subject to the grievance procedure.
- G. A leave of absence may be granted to further one's education. Such leave will be requested in writing stating beginning and ending date of such leave and will not be subject to the grievance procedure.
- H. A teacher on leave under the terms of Article IX who is eligible to return at the commencement of the second semester shall apply in writing to the building principal by December 1st. A teacher returning at the commencement of the first semester shall apply in writing to the building principal by April 15th. A teacher returning from leave shall be placed on that step of salary schedule from which he/she went on leave unless he/she has taught one-half (1/2) of the school year, in which case he/she will be placed on the following step of the salary schedule upon return.
- I. Individuals on leaves of absence shall be allowed to retain membership in fringe benefit programs at one's own expense, if agreeable with insurance carriers.

ARTICLE IX – UNPAID LEAVES OF ABSENCE (Continued)

- J. A total of five (5) teachers from the district will be allowed leave at any one time in the cases of A-C-E-F-G combined. Final authority will be left with the Board.
- K. Teachers on leave under sections C-G shall not accrue seniority.
- L. If a teacher has used all personal or sick day leave available, unpaid leave days may be granted for emergency situations by the Superintendent.
- M. An unpaid leave of up to five (5) days per year may be granted by the immediate supervisor. These days are not cumulative. Only one (1) request per person, per year will be granted. The intent is that an individual will be absent once for use of these days which could result in the use of one or more days consecutively, up to the maximum of five (5). The employee's request to use these days will be presented to the supervisor at least one (1) week prior to the intended date of absence.

ARTICLE X – ACADEMIC FREEDOM

- A. The parties seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights, and to instill appreciation of values of individual personality. It is recognized that these democratic values can best be transmitted in an atmosphere which is free from censorship and artificial restraints upon free inquiry and learning, and in which academic freedom for teacher and student is encouraged.
- B. Academic freedom shall be guaranteed to teachers, subject only to accepted standards of professional educational responsibility. Teachers will be required to teach state and district mandated curricula as prescribed by the district.
- C. Freedom of individual conscience, association and expression will be encouraged and fairness in procedures will be observed both to safeguard the legitimate interests of the schools and to society.
- D. School Improvement
- The Board, Administration, Teachers and Association recognizes the necessity of maintaining ongoing district-wide school improvement plans and importance of continued recognition of quality educational services as a fundamental priority and shared goals for the parties.
- The Board recognizes that the terms and conditions of the collective bargaining agreement will govern with respect to wages, hours and other conditions of employment and that those terms shall not be altered or modified through the school improvement process.
- To the extent any proposed element of the District's school improvement plan conflicts with the terms of the Master Agreement, the identified provisions will be subject to renegotiations at the request of the Board or Association. Any amendments to the Agreement will be subject to ratification by the parties.
- The involvement for teachers in school improvement planning shall be voluntary and shall not require additional compensation unless agreed upon by both parties.
- E. The Board and Association recognize and accept the importance of maximizing teacher-student contact time within the district, and agree that all professional development that takes the teachers away from their students during the school day be approved by the superintendent.

ARTICLE XI – PERSONNEL FILES

Each teacher shall have the right upon request to review the contents of his/her own personnel file. A representative of the Association may, at the teacher's request, accompany the teacher in this review.

ARTICLE XII – PROFESSIONAL BEHAVIOR

- A. Teachers are expected to comply with reasonable rules, regulations, and directions from time to time adopted by the Board or its representatives which are not inconsistent with the provisions of this Agreement, provided that a teacher may reasonably refuse to carry out an order which threatens physical safety or well-being.
- B. The Board recognizes that the Code of Ethics of the Educational Profession is considered by the Association and its membership to define acceptable criteria of professional behavior. The Association shall deal with ethical problems in accordance with the terms of such Code of Ethics of the Education profession.
- C. The Association recognizes that abuses of sick leave or other leaves, chronic tardiness or absence, willful deficiencies in professional performance, or other violations of discipline by a teacher reflect adversely upon the teaching profession and create undesirable conditions in the school building. Alleged breaches of discipline or the Code of Ethics of the Education Profession shall be reported to the offending teacher and to the Association. The Association will use its best effort to correct breaches of professional behavior by any teacher.
- D. The teaching staff of the Harrison Community School District recognizes that individual dress impacts the perception that our students, their parents, and the community have of our School District. For this reason unprofessional attire (such as blue jeans, t-shirts, shorts, etc.) will not be worn to school unless special circumstances warrant. Said special circumstances (some Field trips, Spirit Days, etc.) may be developed at the individual buildings using the Site Based Management process.

ARTICLE XIII – PROFESSIONAL IMPROVEMENT

- A. The parties support the principle of continuing training of teachers, participation by teachers in professional organizations in the areas of their specialization, leaves for work on advanced degrees or special studies and participation in community educational projects.
- B. The Board agrees to provide upon application and subject to approval of the Superintendent the necessary funds for teachers who desire to attend select professional conferences and Michigan Department of Education Curriculum Committee meetings. Travel, meals, lodging and registration fees shall be deemed appropriate expenses of the Board, as well as the cost of the substitute teacher needed to relieve the participant. A teacher attending such conferences and meeting shall be granted sufficient leave time to attend without loss of compensation.
- C. At the request of the Association, or on the Board's initiative, arrangements shall be made for workshops, conferences and programs designed to improve the quality of instruction. Every effort will be made to obtain people of the highest qualification to participate in the presentation of such programs.

ARTICLE XIV – SENIORITY

- A. No later than thirty (30) days following the ratification of this Agreement, and by every September 30th thereafter, the Board shall prepare a seniority list. Seniority is defined as length of service within the bargaining unit. "Service" shall mean continuous teaching employment in the District excluding unpaid leave of absence, layoff, substitute service, and per diem teaching assignments. Seniority for part-time teaching assignments shall be pro-rated according to the percentage of time of a regular teaching assignment. In cases of more than one individual having the same length of service, seniority shall be determined by date of hire, seniority shall be determined by random drawing. "Continuous teaching employment" shall be subject to the provisions set forth in Article IX, paragraph C.
- B. Professional staff who are not regulated by the Tenure Act, shall be recalled in the inverse order of layoff provided those recalled are certified to teach in the open positions.
- C. A laid off professional staff member shall upon application be granted priority status on the district substitute teacher list. When substitute teaching the teacher shall be granted only those rights given other substitutes.

ARTICLE XV – CONTINUITY OF OPERATIONS

- A. Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operations. Since the parties have established a comprehensive grievance procedure under which unresolved disputes may be settled by an impartial third party, the parties have removed the basic cause of work interruptions during the period of this Agreement. The Association, any member or any persons acting under the direction of the Association will not during the period of the Agreement, directly or indirectly, engage in or assist in any strike against the Harrison Community Schools, as defined by Section 1 of the Public Employment Relations Act.
- B. The Board agrees that it will not, during the period of this agreement, directly or indirectly engage in or assist in any unfair labor practice as defined by Section 10 of the Public Employment Relations Act.
- C. Nothing in this Article shall require the Board to keep school open in the event of severe inclement weather or when otherwise prevented by an act of God or a labor dispute with employees outside of the bargaining unit and nothing shall require teachers to report for work in such circumstances.

ARTICLE XVI – SCHOOL CALENDAR

- A. For the term of this Agreement the school calendar shall be as set forth in Schedule A. There shall be no deviation from this calendar except by mutual agreement of the Board and the Association.
- B. Days when pupil instruction is not provided because of conditions not within the control of school authorities, such as severe storms, fires, epidemics, or health conditions as defined by city, county, or state health authorities, shall not be counted as days of pupil instruction. Teachers will receive their regular pay for days which are canceled. Make up days shall be rescheduled on available weekdays during the school year and at the end of the school year after meeting and conferring with the HEA. The District will only make up canceled days as required by the State.

If the District fails to maintain the minimum number of Pupil Instruction Hours, as required by the State Aid Code, due to the aforementioned criteria, the parties shall meet (prior to the end of the school year) to discuss scheduling alternatives.

In the event the number of rescheduled instructional days results in the last day instruction falling on a Monday, the parties shall meet prior to May 1 to discuss scheduling alternatives.

ARTICLE XVII – PROFESSIONAL COMPENSATION

- A. The basic salaries of teachers covered by this Agreement are set forth in Schedule B which is attached to and incorporated during the term of this Agreement.
- B. All teachers newly employed may be given credit on the Salary Schedule set forth in HEA Salary Schedule for thirteen year's maximum of outside teaching experience in any school district in the State of Michigan and other teaching experience for which credit is allowed.
- C. The teacher will be paid an additional thirty (30) dollars for every hour earned after educational requirements have been met for continuing/professional certification. This money shall be paid upon presentation of continuing/professional certification credits to the office of the Superintendent and paid only once for each credit earned. Payments will be made as follows:

Between the 2nd and 4th Monday
in August, December and May

Payments will be made only during the school year in which they were completed.

- D. A teacher's hourly rate for reasons other than excess compensation is to be determined by dividing his/her basic salary for the year by number of the teacher's total work days and seven hours per day.
- E. Teachers involved in extra duty assignments as set forth in Schedules B.1 and 2 which are attached to and incorporated in this shall be compensated in accordance with the provisions thereof. All teachers shall be compensated in accordance with the provisions of this Article and the annexed Schedules without deviation.
- F. Teachers required by the Board in the course of their work to drive personal automobiles from one school building to another shall be paid at the current IRS rate per mile. The same allowance shall be given for use of personal cars for field trips and other business of the district. The Board shall provide liability insurance protection for the teachers when their personal automobiles are used in this section.
- G. Teachers shall be paid their salaries in twenty-one (21) or twenty-two (22) equal installments, but such teacher may, at their option, elect to be paid in twenty-six (26) or twenty-seven (27) equal installments. The teachers who elect to be paid in twenty-six (26) or twenty-seven (27) equal installments, may further elect to be paid in a lump sum on the last payday in June the balance of their salary that would otherwise be paid during the months of July and August.

ARTICLE XVIII – SPECIAL TEACHING ASSIGNMENTS

- A. Assignments for Summer School programs, will be made by the Board on the basis of preference to teachers possessing teaching certificates, regularly employed in the district during the normal school year. No teacher shall be required to work a split shift or to teach less than three hours in any Summer School program. Teachers shall be compensated by teaching in any such program at an hourly rate of \$25.00 per hour.
- B. Teachers assigned to teach medical homebound/special education alternative placement students will be paid at the teacher's hourly rate of pay (basic salary, divided by teacher work days for the year and seven hours per day).
- C. The Board agrees at all times to maintain a list of certified substitute teachers. All teachers shall be informed of a telephone number they must call before 7:00 a.m. to report unavailability for work. Anyone calling after that time may lose a day's pay. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher. However, a teacher shall be responsible for providing appropriate lesson plans, instructions and seating charts for the substitute teacher.
- D. If additional programs are offered for which allocations cannot meet the hourly rate as stated in paragraph A, negotiations will be reopened by request of either party.
- E. If a teacher shall teach on his/her conference period which is more than the normal teaching load as set forth in Article V, he/she will be paid one hour of the teacher's hourly rate of pay (the teacher's basic salary, divided by teacher work days for the year and seven hours per day) for each teaching period in excess of such norms. Each school shall be limited to a maximum of three (3) classes as defined above.
- F. Secondary teachers who substitute teach on their conference hour in lieu of the District engaging a substitute to cover will be paid \$25 for the period. This pay would only pertain to situations where the district would normally hire a substitute teacher.
- G. When an elementary teacher agrees to cover additional students when no sub can be hired, the district will reimburse the affected teacher \$5/pupil/day. The teacher will need to submit at the end of each marking period an overage form showing dates and number of students which were added to his/her classroom.

ARTICLE XIX – STUDENT DISCIPLINE AND TEACHER PROTECTION

- A. Since the teacher's authority and effectiveness in his classroom are undermined when students discover that there is insufficient administrative backing and support of the teacher, the Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. Whenever it appears that a particular pupil requires the attention of special counselors, law enforcement, personnel, physicians or other professional persons, the Board will take reasonable steps to relieve the teacher of responsibilities with respect to such pupil.
- B. It is recognized that 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, they may most constructively be dealt with by encouragement, praise and emphasis upon the child's desirable characteristics. A teacher may use such force as is necessary to protect himself from attack or to prevent injury to another student. Consistent with seclusion and restraint policies and statutes.
- C. A teacher may exclude a pupil from one class period when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will notify the office immediately and will furnish the principal, as promptly as his teaching obligations will allow, full particulars of the incident in writing and signed by the teacher involved.
- D. Suspension of students from school may be imposed only by the Superintendent or his designated representative. School authorities will endeavor to achieve correction of student misbehavior through counseling and interviews with the child and his parents when warranted.
- Transfer of the student to another teacher or other measures, short of suspension, will first be exhausted. When a teacher has one or more pupils in class who constitute serious behavioral problems appropriate recognition may be given by way of reduced class size, greater or more frequent relief periods, or additional compensation as agreed between the Board and the Association.
- E. Any case of assault upon a teacher shall promptly be reported to the Board or its designated representatives. The Board will provide legal counsel to advise the teacher of his rights and obligations with respect to such assault and shall render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.
- F. Time lost by a teacher in connection with any civil or criminal action by the student involving injury to a staff member mentioned in this Article shall not be charged against the teacher.
- G. The Board will reimburse teachers up to \$150.00 for any loss, damage or destruction of clothing or personal property while on duty in the school or on the school premises, where the damages can be proven to be circumstances not normal to a teaching situation. The Board shall not be responsible for loss or damage of property which is incidental to the teaching situation.
- H. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and the property of pupils and the school district, but shall not be responsible for any such property when such loss or damage is not the fault of the teacher.

ARTICLE XX – INSURANCE PROTECTION

A. The Board will contribute to the premium no more than the State established cap amounts for health insurance for a twelve (12) month period for the bargaining unit member and family. Any cost greater than the Board's contribution shall be subject to payroll deduction. The Board reserves the right to impose the statutory limits for health care rates (hard cap). The employee contribution shall be calculated using the individual legislated hard cap amount per enrollment type (single, two person, or full family) over the premium cost and shall be withheld with pre-tax dollars using the District's Section 125 plan. The HEA and Board will annually review insurance plans. If changes are desired the Parties will meet to negotiate only changes relating to insurance. The Changes will need to be ratified by the HEA membership and the Board. It is the intent of the Association and Board to have in place an insurance agreement thirty (30) days prior to the renewal.

2018/19 School year

4 Months September to December 2018 Hard Cap

8 Months January to August 2019 Hard Cap

2019/20

4 Months September to December 2019 Hard Cap

8 Months January to August 2020

2020/21

4 Months September to December 2020

8 Months January to August 2021

Plan I MESSA Choices II Health Insurance

Plan II MESSA ABC Plan I

Plan III New MESSA Plan to be determined

B. The employee's premium contribution will be payroll deducted through a qualified Section 125 Plan in equal (Bi-Weekly) amounts from the employee's first paycheck. Employees may contribute, through payroll deduction and electronic transfer additional money towards their "Health Equity" Health Savings Account up to the maximum amounts allowed by Federal Law. Employee contributions towards the Health Savings Account will be defined at open enrollment and deducted from payroll in equal bi-weekly amounts.

C. The District's Section 125 Plan shall include the provisions necessary for pre-tax contributions to employee's HSA accounts administered through Health Equity.

D. The employer shall transfer the employees HSA withholding/contribution to the agreed upon "Health Equity" Health Savings Account bi-weekly.

Article XX - Insurance Protection (Continued)

- E. Ancillary Benefits - The following ancillary benefits shall be fully paid by the District for 2018-2019. In 2019 - 2020 and 2020 - 2021, the district will pay the cost of ancillary benefits at the 2018 - 2019 rates plus 5%.

Long Term Disability

66 2/3% Max \$4,000

\$6,000 Max Monthly Salary

90 Calendar days modified full Freeze on offsets

Alcoholism/drug same as any other illness

Mental/Nervous same as any other illness

MESSA Dental Underwritten by Delta Dental

Class 1 at 100%, Class II at 75%, Class III at 75%, \$1,500 annual max; Class IV at 60%; Lifetime

Maximum of \$750 Riders: 2 cleanings, Adult Ortho

Negotiated Life: \$50,000/AD & D \$50,000

Vision Insurance: VSP-3 Gold

Soc. Sec. Offset Primary

Pre-Existing Conditions Waived

COLA - No

- F. In lieu of selecting health insurance protection, a teacher shall receive \$4,800.00 per year, paid monthly. In the event that the district is assessed any fines, penalties, or costs by any State or Federal agency as a result of the determination that any options selected under this provision are taxable, then the Association shall indemnify and hold harmless the District and the Board members for any and all such fines, penalties or costs.
- G. The Board shall make payment of insurance premiums for each teacher to assure insurance coverage for the full twelve-month period commencing September 1, and ending August 31. The Board shall not be responsible for cost increases occurring after June 30th in the final year of the contract until such time as a successor agreement has been reached.
- H. There will be an open enrollment period extending for thirty (30) days from the beginning of the school year or from the beginning of employment for new teachers to select and enroll in their insurance program. No changes will be permitted in the individual's insurance program unless there is a change in the family or dependents of the teacher.
- I. A laid off professional staff member may continue his/her health, dental and life insurance benefits by paying monthly the normal per subscriber group rate premium for such benefits to the board subject to the terms of the carrier.

ARTICLE XXI – PROFESSIONAL GRIEVANCE PROCEDURE

- A. A “grievance” is an alleged violation of the contract.
- B. A teacher with a grievance will first discuss it with his principal or immediate supervisor either directly or through the Association’s School Representative whose name will be furnished by the Association to the principal, with the objective of resolving the matter informally. Said discussion will take place within ten (10) days of occurrence with the objective of resolving the matter informally.
- C. If the matter is not resolved within ten (10) school days of the date of the informal meeting, the grievant may invoke the formal grievance procedure on the form set forth in annexed Schedule C, signed by the grievant and a representative of the Association, which form shall be available for the Association representative in each building. A copy of the grievance form shall be delivered to the principal or supervisor. If the grievance involves more than one school building, it may be filed with the Superintendent or a representative designated by him/her. If a teacher does not file a grievance in writing with the principal or other designated board representative within thirty (30) school days after the occurrence, then the grievance shall be considered as waived.
- D. Within five (5) school days of receipt of the grievance, the principal or supervisor shall meet with the Association in an effort to resolve the grievance. The principal or supervisor shall indicate his/her disposition of the grievance in writing within five school days of such meetings, and shall furnish a copy thereof to the Association.
- E. If the Association is not satisfied with the disposition of the grievance, or if no disposition has been made within five school days of such meeting (or 10 school days from the date of filing, whichever shall be later) the grievance shall be transmitted to the Superintendent. Within five school days the Superintendent or his/her designee shall meet with the Association on the grievance and shall indicate his/her disposition of the grievance in writing within 5 school days of such meeting, and shall furnish a copy thereof to the Association.
- F. If the Association is not satisfied with the disposition of the grievance by the Superintendent or his/her designee, or if no disposition has been made within five school days of such meeting, (or ten school days from the date of filing) the grievance shall be transmitted to the Board by filing a written copy thereof with the President or other designee of the Board within ten (10) school days of the Superintendents disposition. The Board, no later than its regular meeting or two calendar weeks, whichever shall be later, may hold a hearing on the grievance, review such grievance in executive session, if permissible by state guidelines, or give such other consideration as it shall deem appropriate. Disposition of the grievance in writing by the Board shall be made no later than ten school days thereafter. A copy of such disposition shall be furnished to the Association. School days refers to instructional days during the school year and week days during the summer.

ARTICLE XXI – PROFESSIONAL GRIEVANCE PROCEDURE (Continued)

- G. If the Board of Education, the aggrieved teacher and the Association shall be unable to resolve any grievance, and it shall involve, "an alleged violation of a specific article and Section of this agreement", it may within ten (10) days after the decision of the Board of Education be appealed to arbitration. Only the Association has the authority to pursue arbitration. Such appeal shall be in writing and shall be delivered to the Board of Education within said ten day period, and if not so delivered, the grievance shall be abandoned. If the parties are unable to agree upon an arbitrator, he/she shall be appointed under the rules of the American Arbitration Association.

The arbitrator so selected will confer with the parties and hold hearings promptly and will issue his/her decision not later than twenty (20) days from the date of the close of the hearing. The arbitrator's decision shall be in writing and will set forth his/her findings of fact, reasoning, and conclusions on the issues submitted.

The arbitrator shall have no power to alter, modify, and add to, or subtract from the provisions of this agreement.

His/her authority shall be limited to deciding whether a specific article and section of this agreement has been violated and shall be subject to, in all cases, the rights, responsibilities and authority of the parties under the Michigan General School Laws or any other national, state, county, district or local laws. The arbitrator shall not usurp the functions of the Board of Education or the proper exercise of its judgment and discretion under law and this agreement.

The loser of an Arbitration shall pay the Arbitrator's Fee. Each party shall bear its own expense in connection therewith.

Both parties agree to be bound by the award of the arbitrator.

- H. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. Failure to move grievance to the next step by the association or grievant shall be a withdrawal of the grievance based on the employer's last response. In the event a grievance is filed after May 1st of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.
- I. If an individual teacher has a personal complaint which he/she desires to discuss with a supervisor, he/she is free to do so without recourse to the grievance procedure. However, no grievance shall be adjusted without prior notification to the Association and opportunity for an Association representative to be present, nor shall any adjustment of a grievance be inconsistent with the terms of this Agreement. In the administration of the grievance procedure, the interests of the teachers shall be the sole responsibility of the Association
- J. The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:
- (a) Any matter subject to the procedures specified in the Teachers Tenure Act (Act 4 of a Public Acts, Extra Session of 1937 of Michigan, as amended) or any matter that is a prohibited subject of bargaining under Michigan law. Following current law which includes layoff/recall assignment/transfer, evaluation, discipline/discharge; merit pay.

ARTICLE XXI – PROFESSIONAL GRIEVANCE PROCEDURE (Continued)

- K. Nothing contained herein will deprive any teacher of any legal right which he/she presently has, provided that if a teacher elects to pursue any legal or statutory remedy, such election will bar any further or subsequent proceedings for relief under the provisions of the Article.

ARTICLE XXII – NEGOTIATION PROCEDURES

- A. It is contemplated that terms and conditions of employment provided in this agreement shall remain in effect until altered by mutual agreement in writing between the parties. Nevertheless, because of the social nature of the public education process, it is likewise recognized that matters may from time to time arise which have not been negotiated between them. It is in the public interest that mutual discussion of such matters be provided. The parties accordingly undertake to cooperate in arranging meetings, selecting representatives for discussion, furnishing necessary information and otherwise constructively considering and resolving any such matters.
- B. No later than April 1 prior to expiration of this Agreement either party may request that negotiations will be undertaken for an agreement for succeeding year(s).
- C. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the school district. While no final agreement shall be executed without ratification by the Association and the Board of Education, the parties mutually pledge that their representative will be closed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.
- D. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the Michigan Employment Relations Commission or take any other lawful measures it may deem appropriate.
- E. If an emergency financial manager is appointed by the state under the Fiscal Accountability Act, the emergency manager may reject, modify, or terminate the collective bargaining agreement. The Public Employment Relations Act (PERA) will supersede the collective bargaining agreement.

ARTICLE XXIII – MISCELLANEOUS PROVISIONS

- A. This Agreement shall constitute the full and complete commitment between both parties and may be altered, changed, added to, deleted from or modified only through the mutual consent of the parties in a written and signed amendment to this Agreement.
- B. Any individual contract between the Board and an individual teacher, heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement and any individual contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If an individual contract contains language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- C. Unless prohibited by law, this Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms.
- D. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- E. Copies of this Agreement shall be duplicated at the expense of the Board and presented to all teachers now employed, hereafter employed, or considered for employment by the Board.

ARTICLE XXIV – DURATION OF AGREEMENT

This Agreement shall be effective as of ratification by the parties and shall continue in effect until June 30, 2021. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

EDUCATION ASSOCIATION

By: Robert Hogg
Its' President/Co-Head Negotiator

By: Jacq Luchs
Its' Vice President/Co-Head Negotiator

By: John Jackson
Its' Secretary

By: Steven Lockhart
Its' Treasurer

BOARD OF EDUCATION

By: Angelal Cullen
President

By: Dan Peckard
Vice-President

By: Chad M Hoo
Treasurer

By: Therese Haley
Secretary

By: Josephine A. Woodston
Trustee

By: Roger Peter
Trustee

By: _____
Trustee

Dated this 1st day of July, 2018

SCHEDULE A

HARRISON COMMUNITY SCHOOLS
2018-2019
 SEMESTERS SCHOOL CALENDAR

JULY

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

SEPTEMBER 3RD - NO SCHOOL LABOR DAY
 SEPTEMBER 4TH & 5TH - TEACHER INSERVICE
 SEPTEMBER 6TH- STAFF BACK TO SCHOOL DAY
 SEPTEMBER 10TH - 1ST DAY OF SCHOOL
 OCTOBER 24TH - 1/2 DAY FOR STUDENTS/CHR INSERVICE

AUGUST

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

NOVEMBER 9TH-END OF 1ST MP 1/2 DAY FOR STUDENTS
 NOVEMBER 15TH - NO SCHOOL/DEER DAY
 NOVEMBER 20TH-1/2 DAY FOR STUDENTS/PTC'S-1-4 & 5-8
 NOVEMBER 21ST - 1/2 DAY FOR STAFF AND STUDENTS
 NOVEMBER 22ND - THANKSGIVING DAY
 NOVEMBER 23RD - NO SCHOOL THANKSGIVING BREAK

SEPTEMBER 15-S 18-T

| S | M | T | W | R | F | S |
|----|----|----|----|----|----|----|
| | | | | | | |
| 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 |

DECEMBER 12TH - 1/2 DAY FOR STUDENTS/CHR INSERVICE
 DECEMBER 24TH-31ST - NO SCHOOL/CHRISTMAS BREAK
 JANUARY 1ST - NO SCHOOL/CHRISTMAS BREAK
 JANUARY 2ND - BACK TO SCHOOL
 JANUARY 25TH-1/2 DAY FOR STUDENTS END OF SEMESTER

OCTOBER 23-S 23-T

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

FEBRUARY 15TH - NO SCHOOL - TEACHER INSERVICE
 MARCH 25TH-MARCH 29TH-NO SCHOOL/SPRING BREAK
 APRIL 1ST - BACK TO SCHOOL
 APRIL 5TH-END OF 3RD MARKING PERIOD

NOVEMBER 19-S 19-T

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

APRIL 18TH-NO SCHOOL/GOOD FRIDAY
 MAY 27TH - NO SCHOOL/MEMORIAL DAY
 JUNE 12TH - 1/2 DAY FOR STUDENTS/LAST DAY OF SCHOOL

DECEMBER 15-S 15-T

| S | M | T | W | R | F | S |
|----|----|----|----|----|----|----|
| | | | | | | |
| 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 |

SEM I 90 45 1st
 SEM II 90 45 2nd
 TOTAL: 180 44 3rd
 46 4th
 Teacher Days: 184 180

JANUARY 22-S 22-T

| S | M | T | W | R | F | S |
|----|----|----|----|----|----|----|
| 29 | 30 | 31 | | | | |
| 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 26 | 27 | 28 | 29 | 30 | | |

FEBRUARY 19-S 20-T

| S | M | T | W | R | F | S |
|----|----|----|----|----|----|----|
| | | | | | 1 | 2 |
| 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| 24 | 25 | 26 | 27 | 28 | | |

MARCH 16-S 16-T

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

APRIL 21-S 21-T

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

MAY 22-S 22-T

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

JUNE 8-S 8-T

| S | M | T | W | R | F | S |
|----|----|----|----|----|----|----|
| | | | | | | |
| 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 |
| 30 | | | | | | |

STAFF INSERVICE/PTC'S 1/2 DAY FOR STAFF AND STUDENTS
 NO SCHOOL FOR TEACHERS AND STUDENTS
 END OF MARKING PERIODS 1/2 DAY FOR STUDENTS

Schedule B – Harrison Community Schools
Teacher Salaries

Beginning in the 2018 – 2019 school year, new hires in their first year of teaching will be placed on a new beginning Step 1. The Salary schedule will then be renumbered 1 through a new step 12 then moving the old step 15 to 13 and the old step 20 to step 15. A new salary range for step 20 has been created.

Restore steps for those who are still currently working as a teacher and was employed during the 2011 – 2016 contract. This would include new hires in the 2015 – 2016 year but will exclude new hires from the 2016 – 2017 and 2017 – 2018 school years. (Each person eligible would move 1 step to restore and then move 1 additional step to bring in line with the 2018 – 2019 school year).

| | | |
|------------|-------------|---------------------|
| Year One | 2018 – 2019 | 1% on Steps/Lanes |
| Year Two | 2019 – 2020 | 1.5% on Steps/Lanes |
| Year Three | 2020 – 2021 | 1.5% on Steps/Lanes |

****See School Board Policy Performance-Based Compensation**

HARRISON COMMUNITY SCHOOLS HEA SALARY SCHEDULE

2018- 2019

| (Step) | BA | BA30 | *BA50 | MA/MS | MA20 |
|--------|--------|--------|--------|--------|--------|
| (1) | 36,465 | 38,290 | | 40,114 | 43,760 |
| (2) | 37,184 | 39,043 | | 40,900 | 44,615 |
| (3) | 39,117 | 41,078 | | 43,032 | 46,946 |
| (4) | 41,060 | 43,114 | 47,215 | 45,167 | 49,275 |
| (5) | 42,991 | 45,143 | 49,442 | 47,295 | 51,594 |
| (6) | 44,933 | 47,183 | 51,674 | 49,431 | 53,921 |
| (7) | 46,872 | 49,220 | 53,905 | 51,559 | 56,245 |
| (8) | 48,808 | 51,253 | 56,304 | 53,694 | 58,576 |
| (9) | 50,750 | 53,287 | 58,364 | 55,827 | 60,902 |
| (10) | 52,686 | 55,324 | 60,594 | 57,957 | 63,227 |
| (11) | 54,628 | 57,364 | 62,812 | 60,088 | 65,551 |
| (12) | 55,642 | 59,208 | 64,848 | 62,032 | 67,665 |
| (13) | 55,642 | 60,221 | 65,864 | 63,044 | 68,685 |
| (15) | 55,642 | 61,240 | 66,882 | 64,061 | 69,701 |
| (20) | 56,197 | 62,277 | 67,916 | 65,095 | 70,732 |

*Those individuals who are currently on the BA50 step as of June 30, 2018 will be grandfathered.

HARRISON COMMUNITY SCHOOLS HEA SALARY SCHEDULE

2019- 2020

| (Step) | BA | BA30 | *BA50 | MA/MS | MA20 |
|--------|--------|--------|--------|--------|--------|
| (1) | 37,012 | 38,864 | | 40,716 | 44,416 |
| (2) | 37,742 | 39,628 | | 41,513 | 45,284 |
| (3) | 39,704 | 41,694 | | 43,678 | 47,650 |
| (4) | 41,675 | 43,761 | 47,924 | 45,845 | 50,014 |
| (5) | 43,636 | 45,820 | 50,183 | 48,005 | 52,368 |
| (6) | 45,607 | 47,891 | 52,449 | 50,173 | 54,730 |
| (7) | 47,575 | 49,959 | 54,713 | 52,333 | 57,089 |
| (8) | 49,540 | 52,022 | 57,149 | 54,499 | 59,455 |
| (9) | 51,512 | 54,086 | 59,239 | 56,664 | 61,816 |
| (10) | 53,476 | 56,154 | 61,503 | 58,826 | 64,175 |
| (11) | 55,447 | 58,224 | 63,754 | 60,989 | 66,534 |
| (12) | 56,477 | 60,096 | 65,821 | 62,963 | 68,680 |
| (13) | 56,477 | 61,125 | 66,852 | 63,990 | 69,715 |
| (15) | 56,477 | 62,159 | 67,885 | 65,022 | 70,747 |
| (20) | 57,040 | 63,211 | 68,935 | 66,071 | 71,793 |

*Those individuals who are currently on the BA50 step as of June 30, 2018 will be grandfathered.

HARRISON COMMUNITY SCHOOLS HEA SALARY SCHEDULE

2020- 2021

| (Step) | BA | BA30 | *BA50 | MA/MS | MA20 |
|--------|--------|--------|--------|--------|--------|
| (1) | 37,567 | 39,447 | | 41,326 | 45,083 |
| (2) | 38,308 | 40,223 | | 42,136 | 45,963 |
| (3) | 40,300 | 42,319 | | 44,333 | 48,365 |
| (4) | 42,301 | 44,417 | 48,643 | 46,532 | 50,764 |
| (5) | 44,290 | 46,507 | 50,936 | 48,725 | 53,153 |
| (6) | 46,291 | 48,609 | 53,235 | 50,925 | 55,551 |
| (7) | 48,289 | 50,708 | 55,534 | 53,118 | 57,945 |
| (8) | 50,283 | 52,803 | 58,006 | 55,317 | 60,346 |
| (9) | 52,284 | 54,897 | 60,128 | 57,514 | 62,743 |
| (10) | 54,278 | 56,996 | 62,425 | 59,709 | 65,138 |
| (11) | 56,279 | 59,098 | 64,710 | 61,904 | 67,532 |
| (12) | 57,324 | 60,998 | 66,808 | 63,907 | 69,710 |
| (13) | 57,324 | 62,041 | 67,855 | 64,950 | 70,761 |
| (15) | 57,324 | 63,091 | 68,904 | 65,998 | 71,808 |
| (20) | 57,896 | 64,159 | 69,969 | 67,062 | 72,870 |

*Those individuals who are currently on the BA50 step as of June 30, 2018 will be grandfathered.

SCHEDULE B – 1

ADDITIONAL COMPENSATION FOR EXTRA DUTIES

Vacant schedule B positions will be posted by May 1. Applications for vacant positions will be expected to be in writing.

Up to five years of prior coaching experience may be granted to new coaches who are bargaining unit members at the discretion of the Athletic Director.

Compensation for all Extra Duty positions in Schedule B-1 and Schedule B-2 shall be determined by applying the percent factor to the Salary Column of the Teacher/sponsor/coach of that Extra Duty position. Coaches who are new to a position and are not granted years of prior coaching experience will be placed on Step One. Experience steps shall be granted for each year of experience the teacher/sponsor/coach has in each position. Years of experience in similar positions will be accrued. (i.e. class sponsorship, various genders or levels of each sport, etc.)

Additional Extra Duty Positions may be created with approval of the Board of Education. Final decisions on the implementation of Extra Duty position, including pay rate shall lie with the Board of Education.

When filling Schedule B vacancies the determination of qualifications will be solely the responsibility of administration and will include factors such as the applicants' ability, knowledge, experience, references, evaluations and other qualifications. The final decision regarding the employment of individuals to fill Schedule B positions is the responsibility and the right of the administration and not subject to the grievance procedure. In the event the employee(s) of Harrison Community Schools are determined by the administration to be equally or more qualified than other applicants, they will be given first consideration for the position(s).

| <u>Activities</u> | <u>Compensation</u> |
|--|---------------------|
| Honor Society (two Sponsors) | 2% |
| Student Council (High School two sponsors) | 2% |
| Senior Class Sponsors (2) | 2% |
| Junior Class Sponsors (2) | 1% |
| Sophomore Class Sponsors (2) | 1% |
| Freshman Class Sponsors (2) | 1% |
| Student Council (Middle School one Sponsor) | 1% |
| Quiz bowl (4 or more Bowl competitions) | 1% |
| Science Olympics Coach (All grade levels, K-12) (maximum of two coaches per building) | 1% |
| Middle School Yearbook (unless offered as a class) | 1% |
| High School Yearbook (unless offered as a class) | 2% |

| | |
|---|---|
| Director, Senior Class Play | 2% |
| Director, High School Play (open to students in grades 9-12) | 2% |
| Director, Middle School Play (open to students in grades 6-8) | 1% |
| Director, Elementary School Play (open to students in grades K-5) (maximum of one play per Elementary Building) | 1% |
| Club Pride Director, High School | 1% |
| Club Pride Director, Middle School | 1% |
| Middle School Jr. Honor Society | 1% |
| Band Director (including Jazz Band, Marching Band, State Festivals, Summer Band Camp, etc.) | 10% |
| Vocal Music Director (including Competitive Choir, State Festivals, etc.) | 7% |
| Building School Improvement Chairperson (one person per building) | 1% |
| Robotics | 2% or at State Required Grant Amount |

- A. Class sponsors and other Extra Duty positions will be committed on a voluntary basis. Teachers who are interested will sign a form provided by the Administration. Two class sponsors will be selected for each class, and sponsors shall supervise all activities of their class.
- B. All of the aforementioned Extra Duty Positions and compensation fall under ARTICLE III – BOARD RIGHTS, of the current Master Agreement. The implementation of all or some of said Extra Duty Positions is the prerogative of the Board of Education and it's Administration.

**SCHEDULE B – 2
COACHING POSITIONS**

BASKETBALL (Boys or Girls)

| | | |
|-----------------------|-------------|-----|
| Head Varsity | | 10% |
| Head Junior Varsity | | 7% |
| Head Freshmen | | 6% |
| 8 th Grade | (one team) | 3% |
| | (two teams) | 4% |
| 7 th Grade | (one team) | 3% |
| | (two teams) | 4% |

Scouting to be under the direction of the Head Varsity Coach
(JV/Var. Add 1 Assistant @ 3% if over 25 athletes combined)

FOOTBALL

| | | |
|-------------------|--|-----|
| Head Varsity | | 10% |
| Assistant Coaches | | 7% |

Scouting to be under the direction of the Head Varsity Coach
(JV/Var. Add 1 assistant @ 3% if over 50 student athletes combined)

WRESTLING

| | | |
|--------------|--|-----|
| Head Varsity | | 10% |
| Assistant | | 7% |

Scouting to be under the direction of the Head Varsity Coach

VOLLEYBALL

| | | |
|-----------------------|--|-----|
| Head Varsity | | 10% |
| Head Junior Varsity | | 7% |
| Head Freshmen | | 6% |
| 8 th Grade | | 3% |
| 7 th Grade | | 3% |

Scouting to be under the direction of the Head Varsity Coach
(JV/Var. Add 1 Assistant @ 3% if over 25 athletes combined)

BASEBALL

| | | |
|---------------------|--|----|
| Head Varsity | | 7% |
| Head Junior Varsity | | 5% |

SOFTBALL

| | | |
|---------------------|--|----|
| Head Varsity | | 7% |
| Head Junior Varsity | | 5% |

TRACK (Boys or Girls)

| | | |
|---|--|----|
| Head Varsity | | 7% |
| (Var. Track Add 1 Assistant @ 3% if over 25 athletes) | | 3% |
| Junior High Girls Track | | |
| (Less than 30 members) | | 3% |
| (30 members or more) | | 4% |
| Junior High Boys Track | | |
| (Less than 30 members) | | 3% |
| (30 members or more) | | 4% |

(Schedule B-2 continued)

| | |
|---|--------------------|
| HS Cross Country | 5% |
| MS Cross Country | 3% |
| Golf | 5% Plus Membership |
| Skiiing (Combined Boys & Girls Team) | 7% |
| <u>CHEERLEADING</u> | |
| Sideline Cheerleading | 5% |
| Competitive Cheerleading | 7% |
| (Completeive Cheer Add 1 Assistant @ 3% if over 15 athletes) | |
| <u>BOWLING (Boys & Girls)</u> | |
| Head Bowling | 7% |
| Mileage for scouting trips shall be reimbursed at the Federal IRS rate. | |

Note: The count will be based upon the number of team members who are fully eligible and participating at the first contest of the season.

All of the aforementioned Coaching Positions and compensation fall under ARTICLE III – BOARD RIGHTS, of the current Master Agreement. The implementation of all or some of said Coaching Positions is the prerogative of the Board of Education and its Administration.

Personnel in Schedule B positions, who indicate their desire to continue in the positions, will be retained if they receive satisfactory annual evaluations.

HARRISON EA – SCHEDULE C – PROFESSIONAL GRIEVANCE REPORT

School: _____

Grievance Number: _____

Date of Violation: _____

Date of Grievance: _____

Subject to provisions of the professional negotiations agreement between the Board and the Association, I hereby authorize the representative or representatives of the Association recognized by the Board as my collective bargaining representative to process this request or claim arising there from in this or any stage of the professional grievance procedure, including arbitration, or to adjust or settle the same.

STATEMENT OF THE GRIEVANCE:

SECTION OF CONTRACT VIOLATED:

REMEDY REQUESTED:

Approved for Processing:

Date

Signature of Grievant

Date

Signature of Association Representative

(use reverse side for additional signature if more than one grievant)

Formal Grievance filed with Principal

Date: _____

Meeting with Principal

Date: _____

Principal's Disposition:

Date

Signature of Principal

Association's Disposition:

Satisfactory _____

Unsatisfactory _____

Date

Signature

TA 6/20/16

Harrison EA Grievance Number _____

Page Two

Filed with Superintendent

Date: _____

Meeting with Superintendent
Superintendent's Disposition:

Date: _____

Date

Signature of Superintendent

Association's Disposition:

Satisfactory _____

Unsatisfactory _____

Date

Signature

Filed with Board of Education

Date: _____

Board Hearing

Date: _____

Disposition of Board:

Date

Signature

Association's Disposition:

Satisfactory _____

Unsatisfactory _____

Date

Signature of Association Representative

Appeal to Arbitration

Date: _____

Notice of Appeal to School Board

Date: _____

Decision of Arbitrator: