

# **AGREEMENT**

between the

**HOUGHTON-PORTAGE TOWNSHIP BOARD OF EDUCATION**

and the

**COPPER COUNTRY EDUCATION ASSOCIATION**

**Effective**

September 1, 2005

through

August 31, 2007

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## **ARTICLE 1**

### Recognition

Pursuant to the Public Employment Relations Act, as amended, the District hereby recognizes the Copper Country Education Association as the exclusive representative for the purposes of collective bargaining with respect to rate of pay, hours and other terms and conditions of employment for the entire term of the agreement. The bargaining unit shall consist of:

All certified professional personnel, including classroom teachers, guidance counselors, librarians and school nurses on tenure or probation, under contract or per diem appointment, employed by the Board whether or not assigned to a public school building, but excluding office clerical employees, supervisory and executive personnel, teacher aides, and all others not included in the bargaining unit mentioned above. The position of principal/teacher will not be considered as a part of the teacher bargaining unit.

## **ARTICLE 2**

### Duration

All articles of this Agreement shall be effective September 1, 2005 through August 31, 2007.

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

## ARTICLE 3

### Board Rights

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 laws and constitution of the State of Michigan and/or the United States.

- A. Such rights shall include, by way of illustration and not by way of limitation, the right to:
1. Manage and control its business, its equipment and its operations and to direct the working forces and affairs of the school district.
  2. Continue its rights, policies and practices of assignment and direction of its personnel, determine the number of personnel and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement.
  3. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work or duties to employees, determine the size of the work force and lay off employees.
  4. Determine the services, supplies and equipment necessary to continue its operations and to determine all methods and means of distributing, disseminating and/or selling its services, methods, schedules and standards of operation, the means, methods and processes of carrying on the work.
  5. Adopt reasonable rules, policies and regulations.
  6. Determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof.
  7. Determine the financial policies, including all accounting procedures.
  8. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization.

The exercise of these powers, rights, authorities, duties and responsibilities by the Board shall be limited only by the specific and expressed terms of this Agreement. It is further understood that the above rights are not to be interpreted as abridging or conflicting with any specific provision of this Agreement.

- B. The matters contained in this Agreement and/or the exercise of any such rights of the Board are not subject to further negotiations between the parties during the term of this Agreement. In the event any difference arises with regard to any matter contained in this Article and such matter is referred to arbitration, the arbitrator shall determine whether or not the Board's action leading to such difference was protected by this Article and, if so, shall deny the grievance.

## ARTICLE 4

### Evaluation of Teachers

- A. The evaluation of the performance of each teacher in the school system is the responsibility of the administration. The evaluation shall be conducted within the school system and/or in the course of a school activity in which the teacher is representing the district in a contractual capacity. The use of closed-circuit surveillance devices or public address systems will not be used in monitoring or observing teacher performance.
- B. Evaluations shall be conducted by the building principal, assistant principal, or other qualified administrators designated by the Board. Each written review of the teacher's job performance shall be based on one full period of continuous observation. Administrators reserve the right to include in the final evaluation of each teacher a statement, or statements, concerning the overall performance of the teacher that has been observed by the administrator, both in and out of the formal evaluation sessions. These informal observations shall be a part of the total evaluation process, but restricted to those activities which occur during working hours on school property.
- C. The performance of all teachers shall be evaluated in writing as follows:
1. Probationary teachers shall be evaluated at least two times each year. A personal meeting will be held as soon as possible and within ten school days thereafter to review the job performance of the probationary teacher.
  2. Tenure teachers shall be evaluated in writing at least once every three years. A personal meeting will be held with each tenure teacher as soon as possible and within ten school days thereafter to review his/her job performance.
  3. Contained in the evaluation will be the written opinions of the observing administrators in which areas of deficiency will be indicated. The administration will recommend appropriate steps for improvements to areas of deficiency.
  4. Subsequent evaluations shall comment on a teacher's prior areas of deficiency.
  5. Probationary teachers will be evaluated at least twice prior to the end of January. Initial evaluation for tenure teachers will take place prior to April 15.
  6. Since athletics and special activities personnel are to be evaluated, a job description and criteria for evaluation must be made available prior to the start of the activity.
  7. A new employee, prior to the time school begins, will be given a copy of his/her job description.
- D. Two copies of the written evaluation will be developed, one to be signed and returned to the teacher/coach and another to be placed in the teacher/coach file. The teacher may put his/her reaction in writing and have them attached to the evaluation report.
- E. Teachers will have the right to review the contents of their personnel files. A representative of the Association may accompany the teacher in this review if requested.
- F. Administrators welcome any suggestions for improvement of the evaluative procedures made by teachers. These may be submitted to the administration once per year in September. Upon receipt of these suggestions, a committee will be established by the building principal to

review the suggestions and to include them in the evaluative procedure if it is felt to be desirable by the administration.

- G. Any matter concerning teacher evaluation content is not to be processed beyond Level 3 of the grievance procedure.
- H. The Board shall be responsible for providing each teacher with a copy of the evaluation form and check list to be used during the school year.

## ARTICLE 5

### Grievance Procedure

The primary purpose of this procedure is to secure at the lowest possible level equitable solutions to grievances which are an outgrowth of a breach of contract. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at each level of the procedure.

- A. Definition: A grievance is a claim based upon an alleged violation, misinterpretation or misapplication of any provision of this Agreement.
- B. The Association shall designate one representative per building to assist in the handling of grievances when requested by the grievant. The Board hereby designates the principal of each building to act as its representative at Level One as hereinafter described and the superintendent or his designated representative to act at Level Two as hereinafter described.
- C. The term "days" as used herein shall mean days in which school is in session.
- D. Written grievances as required herein shall contain the following:
  - 1. It shall be signed by the grievant or grievants.
  - 2. It shall be specific.
  - 3. It shall cite the section or subsections of this contract alleged to have been violated.
  - 4. It shall contain the date of the alleged violation.
  - 5. It shall specify the relief requested.

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

#### Level One

A teacher with a grievance shall fill out the grievance form and discuss it with his/her immediate supervisor or principal within twenty (20) school days of its discovery within the school year it occurred. It is further understood that the test for the time of discovery of the alleged wrong shall be that of a reasonable, prudent person. The immediate supervisor or principal shall respond to the grievance within ten school days of the receipt of the grievance.

#### Level Two

In the event the aggrieved person is not satisfied with the disposition of the grievance at Level One, he/she may, within seven days, file a written grievance with a Professional Rights and Responsibilities Committee, said committee to be made up of five members, three of whom will be CCEA members teaching in the Houghton-Portage Township Schools. Within five days of the receipt of the grievance, the PR&R Committee shall decide whether or not there is a legitimate grievance. If the committee decides that no grievance exists, the grievance shall be dropped. If the committee decides that there is a legitimate grievance, it shall immediately process a claim with the Superintendent of Schools. Within ten days from receipt of the grievance by the Superintendent, he shall render a decision on the grievance. The teacher shall appeal within ten school days after receiving said answer to the school board or the grievance shall be considered abandoned.

### Level Three

In the event the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, he/she may refer the grievance through the PR&R Committee to the Board of Education. Within 30 days of receipt of the grievance, the Board shall render a decision. The teacher is entitled to a hearing with the Board at this level. The teacher shall appeal within ten school days after receiving said answer from the Board or the grievance shall be considered to be abandoned.

### Level Four

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

1. If the Association is not satisfied with the disposition of the grievance at Level Three, it may within ten school days after the decision of the Board refer the matter for arbitration to the American Arbitration Association in writing and request the appointment of an arbitrator to hear the grievance. If the parties cannot agree upon an arbitrator, he/she shall be selected in accordance with the rules of the American Arbitration Association.
2. Neither party may raise a new defense or ground at Level Four not previously raised or disclosed at other written levels. Each party shall submit to the other party, not less than three days prior to the hearing, a pre-hearing statement alleging facts, grounds and defenses which will be proven at the hearing and hold a conference at that time in an attempt to settle the grievance.

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

His/her authority shall be limited to deciding whether a specific article and a 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 School Laws or any other national, state, county, district or local laws.

The decision of the arbitrator shall be final and binding.

The arbitrator's fee and other expenses of arbitration shall be divided equally between the parties. Each party shall bear his own expense in connection therewith.

The time limit provided in this article shall be strictly observed but may be extended by written agreement of both the parties. In the event a grievance is filed after May 15, said grievance will be processed as soon thereafter as possible.

#### Miscellaneous Provisions

1. Any party of interest may be represented at all meetings and hearings at any level of the grievance procedure by another teacher or another person, provided, however, that any teacher may, in no event, be represented by an officer, agent or other representative of any organization other than the Association.
2. All documents, communications and records dealing with a grievance shall be filed separately from the personnel files of the participant. Information in these files shall be private and confidential.
3. Decisions rendered at all levels, other than Level One, shall be in writing and shall be promptly transmitted to all parties of interest.
4. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association if the adjustment is not inconsistent with the terms of this Agreement, provided that the Association has been given opportunity to be present at such adjustment.
5. The failure to rehire a probationary teacher shall not be subject to Level Four of the grievance procedure but shall terminate with appeal to the Board of Education.
6. The termination of services or failure to re-employ any teacher to a position in the extra-curricular schedule shall not be subject to Level Four of the grievance procedure but shall terminate with appeal to the Board of Education.

## ARTICLE 6

### Teacher Responsibilities

- A. In addition to teaching, the school day will be used by teachers for:
1. Planning and preparing for classes.
  2. Evaluating pupil progress.
  3. Reporting evaluations of pupil progress to the school administration and to the parents of the children whom they teach.
  4. Providing professional service to the school and the community for the purpose of assisting in the development and implementation of quality education in the system.
  5. Furnishing essential reports and information required by administrators.
- B. Teachers are expected to participate in extra school activities such as the following:
1. Attendance at faculty meetings and departmental meetings.
  2. Attendance at in-service training sessions.
  3. Attendance at parent meetings when planned by teachers and the building principal.
  4. Participating in system-wide committees.
  5. Parent-teacher conferences.
- C. Teachers' participation in extra-curricular activities for which no compensation is paid will be voluntary. At the same time, the teachers recognize that their responsibility to their students and their profession requires the performance of duties that involve the expenditure of time beyond that of a normal working day, including preparation for and supervision of extra-curricular student activities and functions.
- D. The teachers recognize their shared responsibility with the administration and the Board to assume an active role in supervising students in the building throughout the normal school day.
- E. Teachers will be expected to remain on duty as long as needed in the event of emergency situations. (As an example, but not by way of limitation, emergency situations do not mean inclement weather).
- F. Teachers will not leave their buildings during working hours without the consent of the building principal or his/her designated representative.
- G. Teachers shall be informed of alternative phone numbers to call to report unavailability for work. The teacher will make every effort to report by 6:30 a.m. if he/she will be unavailable for work. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher.

## ARTICLE 7

### Teaching Hours

#### Houghton Elementary, Middle and Houghton High Schools

Teachers will be at their assigned places of duty not later than 8:00 a.m.

For the 2005-2007 school years, teachers may leave the building at 3:27 p.m. if they have worked during the lunch period, and at 3:30 p.m. if they have not worked during the lunch period, except on Fridays and the day before holidays, when the teacher workday will terminate at 3:27 p.m. for all staff members.

#### All Schools

- A. All teachers are entitled to a duty-free lunch period equivalent in length to the lunch period in their respective schools.
- B. All teachers who choose to work the lunch hour duty schedule will be provided a free lunch or will be paid for said lunch hour duty.
- C. On those days when students are dismissed during the school day because of inclement weather, teachers will be required to remain at or near their assigned place of duty 20 minutes beyond the time students are dismissed.
- D. Effort will be made to hold meetings no more frequently than once each week and, insofar as possible, prior to the beginning of school in the a.m. In addition, building principals have the option of scheduling half hour meetings twice per month for the purpose of additional faculty meetings or other related activities.

As a general rule, these meetings will be scheduled before school from 7:30 a.m. to 8:00 a.m. or after school from 3:30 p.m. to 4:00 p.m.

- E. On those days when school is delayed because of inclement weather, teachers will be required to report to work 30 minutes prior to the adjusted starting time.

**ARTICLE 8**

Teaching Loads and Assignments

- A. The weekly teaching load in the High School and Middle School will be 25 teaching periods and ten unassigned preparation periods. Teachers may voluntarily agree to cover study halls which shall be compensated at the rate of one thousand dollars (\$1,000) per semester.

The elementary school teachers will assume a normal teaching load. Preparation time will be equal to that of high school teachers. On inclement weather days, elementary teachers shall assume responsibility for 20 minutes per day of recess supervision on a rotating basis. The building principal shall coordinate a schedule for supervision and make the decision concerning inclement weather.

The difference between high school and elementary morning starting time, length of lunch time, and dismissal time will also be considered as preparation time for elementary teachers.

	<u>Elementary School</u>	<u>High School &amp; Middle School</u>	<u>Minute Difference</u>
Teachers Arrive	8:00 a.m.	8:00 a.m.	-0-
School Begins	8:16 a.m.	8:10 a.m.	6 minutes
Lunch	40 minutes	30 minutes	10 minutes
Dismissal	3:21 p.m.	3:27 p.m.	<u>6 minutes</u>
	TOTAL MINUTE DIFFERENCE PER WEEK		22 minutes
			<u>X 5</u>
			<u>110</u>

Elementary Preparation Time

Gym (P.E.)	60 minutes per week
Music	60 minutes per week
Art	55 minutes per week
Library	40 minutes per week
Computers	55 minutes per week
Recess (30 x 5)	<u>150 minutes per week</u>
	420 minutes per week

+110 minutes per week difference

530 TOTAL MINUTES PER WEEK PREPARATION TIME

High School and Middle School Preparation Time

2 x 53 minutes per day = 106 minutes

106 minutes x 5 days  
per week = 530 minutes per week

- B. Teachers shall not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates or their major and minor field of study and should not serve as substitutes except during their consultation periods, at their consent.
- C. In filling assignments for the teaching of summer school courses, the instructing of driver education, the coaching of athletic sports, or the directing of organized extra-curricular activities, the Board shall, wherever practicable, endeavor to fill such assignments with teachers from within the district. The decision, however, shall rest exclusively with the Board.
- D. Temporary Substitution - If a teacher serves as substitute at the request of the school district to supervise another teacher's class, he/she will be compensated for this substitution at the rate of 1/5 sub teacher pay. Teachers are required to keep records of all hours worked and will be paid for same at the end of the school year. No compensation for temporary substitution during a regularly scheduled class hour will be given to teachers having student teachers under their supervision.
- E. It is hereby understood between the parties that counselors and librarians shall receive a twenty-minute coffee break in the morning and afternoon instead of a preparation period.

## ARTICLE 9

### Leave of Absence

- A. At the beginning of the school year, teachers new to the system will be credited with five (5) sick leave days. Said teachers shall receive an additional five (5) sick leave days at the start of the second semester. All other teachers will be credited with the unused sick leave reserve accumulated in prior years. With the exception of the new teachers, additional sick leave will be credited at the rate on one (1) day for each calendar month the teacher teaches in the system, subject to a maximum of ten (10) days per year. Accumulation of days shall be limited to one hundred eighty (180) days, plus unused personal leave days. Paid leave may be taken for the following reasons and subject to the following conditions:
1. Personal Illness or Disability - The teacher may use all or any portion of the leave to recover from one's own illness or disability, which shall include in part all disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery.
  2. Illness in the Immediate Family - Immediate family shall include spouse, son, daughter, brother, sister, father, mother, son-in-law, daughter-in-law and grandchildren of the teacher. A teacher may use up to five (5) sick days for illness in the immediate family upon application to the superintendent. The superintendent may grant additional days of sick leave for this purpose.
  3. Any teacher who terminates employment with the district for reasons other than an approved leave will not be entitled to previous sick leave accumulation upon return.
  4. A teacher may use sick leave for dental work, eye exams or diagnostic work which cannot be scheduled at any other time or is of an emergency nature. The superintendent, upon request, may require a statement from the attending specialist or physician attesting to the above condition.
  5. A teacher suffering a loss of pay as a result of having less accumulated sick leave than the length of the teacher's illness will be reimbursed at the end of the school year for any such loss, provided that at the end of the school year the teacher has accumulated sufficient sick leave to qualify for this reimbursement. The right to this reimbursement terminates at the close of each school year.
  6. Miscellaneous Provisions:
    - a. The Board of Education reserves the right to require a doctor's certificate as evidence of illness.
    - b. The superintendent shall certify as to the legitimacy of the claim for compensation for absence.
    - c. Any regular employee of the school system who sustains an injury or occupational disease arising out of and in the course of any employment with the district shall be continued on the payroll to the extent of one's sick leave reserve, provided that where income is received under the Workman's Compensation Act, such income shall be supplemented by the Board of Education with an amount sufficient to maintain the employee's regular salary or wage for a period not to exceed the number of days in the employee's sick leave accumulation. When the Board supplements the teacher's income under the Workman's Compensation Act, the sick leave accumulation shall be reduced equal to the proportion of the regular salary paid by the Board.

7. Sick leave for teachers employed on a part-time basis or for part of the school year will be in proportion to the time employed.
  8. A statement of the teacher's sick leave account will be presented to each teacher upon request. Requests are limited to twice a year for each teacher.
  9. A teacher who is granted a sick day or personal day on a day when school is canceled because of inclement weather will not be charged for that particular day.
- B. Bereavement Leave - Bereavement leave of three days for death in the immediate family shall be granted. Additional leave may be granted upon written request to the superintendent where extensive travel is required. Immediate family shall be defined as mother, father, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, child, spouse, grandchild, grandmother, grandfather, or a member of the immediate household of the employee. Additional leave may be granted so that employees may attend funerals of persons not covered in this section; such leave shall be charged to sick leave.
- C. Personal Leave Days - A full-time teacher regularly employed by the Board shall be granted three (3) personal days per year.

A maximum of three days per semester per building (3 buildings) can be granted for use as personal leave days prior to a holiday providing substitute teachers are available; otherwise, a total of eight days per building (these buildings, elementary, middle school, and high school) may be used by teachers for personal leave purposes in May and June, with notification to be given by the teacher to the appropriate principal at least one month in advance of the intended day of use. Exceptions to this will be made in the case of legal obligations and family emergencies.

The leave days used shall not be charged against annual or cumulative sick leave. Any unused personal leave days are to be credited to the accumulated sick leave at the end of each school year.

A teacher who does not use all of his/her personal leave days during the course of a school year may accumulate two additional personal leave days to provide for the granting of a maximum of five personal leave days per year. Any unused personal leave days not accumulated or used during the course of a school year shall be further credited to the teacher's accumulated sick leave at the end of each school year.

- D. Association Days - The Board shall credit the Association with seven teacher days for professional business during the school year. These days are to be used for the purpose of attending conferences, workshops or seminars conducted by the Michigan or National Education Association and/or affiliate departments thereof. The teacher may be requested to file a written report within one week of his/her attendance at such conference, workshop or seminar which is non-subject-matter oriented.
- E. Jury Duty - A teacher who serves jury duty or is subpoenaed as a witness during his/her regular scheduled workday will be paid the difference between the jury duty pay and his/her regular pay if jury duty pay is less. The employee agrees to report to work on any day during which he/she is excused as a juror prior to 12 o'clock noon. The employee shall, if he/she expects to receive benefits under this article, furnish his/her employer with a written statement from the court showing the days and time of jury duty and the amount of jury duty or witness fees he/she was eligible to receive for each day. The employee also agrees to notify the building principal within 24 hours of his/her selection as a juror so that the school district may take steps to have the teacher excused as a juror if such action is felt to be desirable to the district.

F. Sabbatical Leave - Pursuant to Section 572 of the School Code of 1955, teachers who have been employed for seven continuous years in this school district may be granted sabbatical leave on one-half pay subject to the following provisions:

1. The teacher must obtain the approval of the superintendent.
2. No more than two percent of the staff will be absent at one time.
3. Application for this leave must be in writing and received by the superintendent no later than March 1 of the school year preceding the year for which leave is requested.
4. The grantee will agree to return to the employment of the Houghton-Portage Township Schools for two full years.
5. A teacher, upon return from a sabbatical leave, shall be restored to his/her former position or to a position of like nature, seniority and status. Any period spent on sabbatical leave shall be treated as teaching service for the purpose of applying the salary schedule set forth in the Agreement.

#### Unpaid Leaves

- A. Military Leave - Military leaves of absence shall be granted to any tenure teacher who shall be inducted or shall enlist in the military services. Teachers on military leave shall be given the benefit of any increments in sick leave allowance which would have been credited to them had they remained in active service to the school system.
- B. Public Office - The Board may grant a leave of absence without pay for one year only to any tenure teacher to campaign for or serve in a public office.
- C. Education-Personal Leave - After five years of consecutive service to the school district, a teacher may request to take two years off from the system without compensation for the purpose of pursuing an advanced degree or for personal reasons. Teachers given leaves without pay will advance on the salary schedule upon return. Teachers are requested to make notification of intent to take educational or personal leave during the month of May. In no event will leave be granted if the request is after July 1. In order to qualify for a subsequent educational or personal leave, a teacher will be obligated to serve an additional five consecutive years of service to the district.
- D. Child Care Leave - A leave of absence without pay shall be granted for up to one year to a teacher for the purpose of infant care within the immediate family. A leave of absence without pay shall be granted for up to one year for the purpose of adoption within the immediate family.
- E. Health Care Leave - The Board may grant leaves of absence to teachers for reasons of health. Such leaves shall be granted for a minimum of one year, plus any unfinished year, at the end of which leave the employee must either return or resign, unless a special extension is recommended by the superintendent. Such leave shall be granted upon the recommendation of a physician's statement. It shall be within the right of the Board to have the employee examined by a physician designated by the Board. A notice of intent to return must be given at least 90 days prior to the expiration of the leave of absence or extension sought; otherwise, the absentee's resignation will become automatic. He/she shall be notified fifteen days in advance of the 90-day period regarding this policy. Upon acceptance of a teacher's application for return to position, said teacher shall be assigned to the same position or to one for which he/she is qualified. Should there be no such vacancy existing at the time of the indicated return to service, the teacher will be offered the next position for which the teacher is qualified.

F. Miscellaneous Leave Provisions - Unless otherwise indicated, the following conditions shall apply to extended unpaid leaves of absence:

1. Sick leave days shall not accrue, but unused sick leave days held at the start of the leave shall be reinstated upon return.
2. Salary increments shall not accrue.
3. Other fringe benefits shall not be paid (hospitalization, life insurance, etc.) except as may be specifically provided elsewhere.
4. Time spent on unpaid leave cannot be added to the employee's seniority.
5. Requests for unpaid leaves shall be in writing to the personnel office.
6. Leave forms to be executed by the employee will be provided and attached to the contract.
7. Any teacher on leave of absence is required to notify the Superintendent of Schools in writing prior to July 1 of the school year during which the leave of absence is in effect his/her intent to return to work the following year. Any teacher who does not comply with this requirement and has not notified the superintendent prior to the July 1 deadline will be considered to have resigned effective July 1 preceding the new school year.

G. Tenure teachers who are officers of the State Association, or who are appointed to its staff, will, upon proper application, be given a leave of absence without pay for the purpose of performing duties for the Association.

#### Catastrophic Illness/Injury Fund

The Board shall establish a monetary fund to supplement the income of district employees facing catastrophic illness or injury. The fund will be two thousand five hundred dollars (\$2,500) for the 1987-88 school year. Interest of two hundred fifty dollars (\$250) plus an additional two thousand five hundred dollars (\$2,500) will be added to the fund for the 1988-89 school year. The following guidelines shall govern the fund:

1. Administrators, support staff, and teachers are eligible to use the fund.
2. All sick leave days and personal leave days must be exhausted.
3. The fund will be administered by a committee of two (2) board members, one (1) administrator, and three (3) representatives of the Association.
4. Employees may increase the fund through voluntary donations.
5. Insurance coverage will be continued for any affected employee for the duration of the contract.

## ARTICLE 10

### Vacancies, Promotions and Transfers

- A. Whenever any vacancy in any professional position in the district shall occur, the Board shall publicize the same by posting a notice of such vacancy in each school building in the district. No vacancy in a bargaining unit position shall be filled except on a temporary basis until such vacancy shall have been posted for at least ten days. A copy of this notice of vacancy will be sent to the local unit president. Definition of Vacancy: A position newly created by the Board or a position the Board intends to fill vacated by retirement, death, resignation, dismissal or transfer.
- B. Any teacher in the district may apply for such vacancy. In filling a vacancy in a bargaining unit position, the Board agrees to give consideration to the professional background and attainments of all applicants as well as other relevant factors. Written replies will be given unsuccessful applicants from within the teaching staff if an explanation is requested in writing.
- C. Since the frequent transfer of teachers from one school to another is disruptive of the educational process, the parties agree that unrequested transfers of teachers are to be minimized and avoided whenever possible.
- D. The parties recognize that changes in grade assignments in the elementary schools, changes in subject assignment in the secondary school grades, and transfers between schools are sometimes necessary. While the right of determination to assign or transfer a teacher is vested in the Board, the Board will not, in any case, reassign or transfer a teacher without prior discussion with said teacher. Such transfers and changes of assignments shall be on a voluntary basis whenever possible. In making involuntary assignments and transfers, the convenience and wishes of the individual teacher will be honored to the extent that these considerations do not conflict with the educational requirements and best interests of the school system and the pupils.
- E. In the event that the Administration determines the need for an additional teaching assignment, a teacher may volunteer to be considered for the sixth class. This vacancy will be posted in accordance with Article 10, Sections A & B.

## **ARTICLE 11**

### **No Strike Clause**

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

## ARTICLE 12

### Staff Reduction

In the event the Board decides to reduce the number of teachers through lay off, or reduce the number of teachers in a given subject area, field or program, or eliminate or consolidate positions, the following procedure shall be followed:

- A. A seniority list shall be prepared by the District and posted by October 1 of each year. The list shall be verified by the Association and will include date of hiring and years of service.
- B. First year probationary teachers shall be laid off first, then second year probationary teachers, then third year probationary teachers, provided there are tenure teachers qualified and certified to replace them.
- C. The order of reduction among tenure teachers shall be according to seniority, the academic needs of the district, certification and competency.
  - 1. Seniority shall be defined as the length of service in the Houghton-Portage Township School District, measured by teaching service when under regular contract and does not include periods of leave.
  - 2. Competency shall be determined by the administration in terms of training, extent of experience and teacher evaluation.
- D. The order of recall shall be in the reverse order of lay-off, in accordance with criteria listed in A and B above.
- E. The provisions of this lay-off procedure will conform with the regulations of the State Tenure Commission.
- F. A teacher who is laid-off will maintain their seniority, years of experience, and sick leave accumulation.
- G. The Board shall give written notice of recall from lay-off by sending a registered letter to said teacher at the teacher's last known address. It shall be the responsibility of each teacher to notify the Board of any change in address. The teacher's address as it appears in the Board's records shall be conclusive when used in connection with lay-off, recall or other notice to the teacher. If the teacher fails to report for work within 20 days from the date of the receipt of the Board's written notice of recall or within 20 days after the Board's notice of recall has been returned by the postal department as being undeliverable, and unless an extension is granted in writing by the Board, such teacher shall be considered to be a voluntary quit and shall thereby terminate his/her individual employment contract and any other employment relationship he/she may have had with the Board.
- H. A resignation submitted by a teacher will become effective at the time said resignation is accepted at an official board meeting.

## ARTICLE 13

### Seniority

- A. Seniority shall be defined as the length of continuous service accumulated in the bargaining unit in the Houghton-Portage Township Schools from the teacher's most recent date of hire. The teacher's most recent date of hire shall be the date of the most recent Board meeting at which the teacher's employment was approved as recorded in the official minutes of the Board of Education. All periods when the teacher is on any unpaid leave of absence of one (1) full semester or more or on layoff shall be excluded from accumulated service but shall not constitute a break in continuous service.
- B. Seniority shall be calculated on a prorata basis, years of service being based on the ratio of employment in the school district to a full-time position. For example, an employee serving the year from September through June but only scheduled for sixty percent (60%) of a position will be credited with six-tenths (.6) year of seniority for such service.
- C. Teachers who have accrued seniority within the bargaining unit, and continue to work for the school district in a non-bargaining unit position will have their seniority frozen at the time they leave the bargaining unit position and may retain and resume accumulation of seniority if he/she returns to the bargaining unit from a Board approved period of leave of absence within two (2) years.
- D. In the event of a tie in accumulated seniority, teachers shall be ranked on the seniority list in order of the highest four digit number determined by the last four digits of the teachers' respective social security numbers.
- E. Seniority shall be lost by a teacher upon his/her resignation, abandonment, discharge, and/or transfer to a non-bargaining unit position after expiration of leave of absence from the bargaining unit not to exceed two (2) years.
- F. The school district will prepare a seniority list by October 15 each year. Within thirty (30) calendar days of posting of the seniority list, any teacher (or the Association) believing the list to be inaccurate shall file a written, signed objection with the Administration. Representatives of the Administration and the Association will meet with the objecting teacher in an attempt to resolve the matter. If the matter is not resolved, and the teacher (or Association) desire to appeal the matter, a written grievance must be submitted to the Superintendent Step of the grievance procedure within ten (10) calendar days following the filing of the written objection. If no written objections have been made within such period or, if a written objection has been made, upon final resolution of the validity of such objection, the school district may conclusively rely upon the accuracy of such list for all purposes of this Agreement and for purposes of future revisions of such list.

## ARTICLE 14

### Teacher Rights

- A. The Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the constitutions of Michigan and the United States, that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reasons of his/her membership in the Association, his/her participation in any activities of the Association or collective professional negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. The Board specifically recognizes the right of its employees appropriately to involve the assistance of the State Labor Mediation Board or a mediator from such public agency or an arbitrator appointed pursuant to the provisions of this Agreement, and the Board agrees to be bound by any lawful order or award thereof.
- C. Nothing contained herein shall be construed to deny or restrict to any teacher rights he/she may have under the Michigan General School Laws or applicable civil service laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided by law.
- D. It is further understood and agreed upon by the parties hereto that any member of the coaching staff shall have the right to meet and address the Athletic Committee at request.
- E. Notwithstanding their employment, teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher.
- F. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, disability or handicap, color, national origin, age, sex or marital status or membership in or association with the activities of any employee organization.
- G. The private and personal life of any teacher is not within the appropriate concern or attention of the Board unless it affects his/her ability to perform his/her teaching duties.
- H. The teachers recognize that abuses of sick leave or other leave, chronic tardiness or absences, willful deficiencies in professional performance or other violation of disciplines by a teacher reflects adversely upon the teaching profession and creates undesirable conditions in the school building. If an abuse occurs:
1. A verbal warning shall be issued to the teacher as soon as the problem becomes apparent. This warning will be reiterated in the presence of another Association member at the teacher's request. A notation of the verbal warning will be placed in the disciplinary and evaluation file for no longer than the balance of the year in which the verbal warning was given, plus one additional school year. This file is to be separate from the personnel file in the superintendent's office.
  2. If the abuse reoccurs, a written warning shall be delivered to the teacher, with copies to the teacher's evaluation file, the building administrator and the Association.
- I. No teacher shall be disciplined, warned, reprimanded, suspended, reduced in rank or compensation without just cause. The Board further agrees it will not arbitrarily or capriciously:

1. Apply or fail to apply any of the leave provisions in this contract.
2. Change a teacher's assignment.

Any such reprimand, warning, suspension, or reduction in rank or compensation shall be subject to the grievance procedure hereinafter set forth.

- J. No Complaint arising from a teacher's performance within the scope of his/her professional duties as an employee of the Houghton-Portage Township School District by any parent or pupil shall become a part of the teacher's personnel file without adherence to the following procedures:

1. Administration conducts an investigation into the merits of the complaint, which will include a conference with the involved teacher. Prior to the conference, the teacher will be advised of the nature of the complaint and the identity of the parent or pupil making the complaint and will be provided with a reasonable time to arrange for an Association representative to be present for the conference and consulted about the complaint. In the event the complaint arises in a public meeting, it shall be immediately referred to the Administration for investigation.

2. If the Administration determines that the complaint is not valid, no reference of said complaint will be placed in a teacher's personnel file unless the complaint is subsequently found to be valid.

3. A teacher shall be given the opportunity to issue a written response to the complaint.

4. If the Administration determines that the complaint is valid and is to be included in the teacher's personnel file, a meeting with the involved teacher, association representative, and superintendent or his designated administrator will be convened for the purpose of communicating the administrative disposition of the complaint.

- K. The Board agrees to notify a teacher if a Freedom of Information request is submitted to the School District with regard to any information contained in a teacher's personnel file record.

## ARTICLE 15

### Association Rights

- A. The Association and its members shall have the right to use school building facilities at all reasonable hours for meetings. No teacher shall be prevented from wearing insignia, pins or other identification of membership in the Association either on or off school premises. Bulletin boards and other established media of communication shall be made available to the Association and its members.
- B. The Board agrees to furnish to the Association in response to reasonable requests from time to time all available public information concerning the financial resources of the district, tentative budgetary requirements and allocations as will assist the Association in developing intelligent, accurate information which may be necessary for the Association to process any grievance or complaint.
- C. School materials used solely for the professional organization shall be paid for by the Association. Materials for mutual use shall be provided by the Board.
- D. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property provided that this shall not interfere with or interrupt normal school operations.

## **ARTICLE 16**

### Eligibility

All aspects of this Agreement have application only to the certified teaching employees described in the recognition clause who are employees of the Houghton-Portage Township School District. No members of the Copper Country Education Association who are teaching employees of other school districts are eligible for benefits under the terms and conditions of this Agreement.

## **ARTICLE 17**

### District Curriculum Committee

The District Curriculum Committee shall consist of two members of the Board's choosing, a principal, and four teachers chosen by the Association (two from the elementary grades; one each from the junior and senior high schools). It shall be the function of this committee to do the following:

1. It shall be chaired by a member of the teaching staff and meet no less than eight times yearly, beginning on the first Wednesday of October and regularly thereafter on the first Wednesday of each month.
2. Make recommendations regarding the improvement of the curriculum in grades K-12, it being further understood that curriculum changes will be presented to the Curriculum Committee for their review prior to the implementation of such changes.
3. Act as coordinating body for curriculum development in the district.
4. Serve as an organization through which teacher input can be made into such matters as evaluation procedures, changes in extra-curricular activities, selection of instructional materials, and other matters relating to the curriculum. Recommendations and suggestions made by the committee may be brought to the Board for its review.

## ARTICLE 18

### Teaching Conditions

- A. Every effort will be made by the Board and the administration to maintain class size at what is considered to be a reasonable level within the Copper Country area schools. Whenever a disagreement arises concerning class size, a committee composed of two teachers and two administrators will be organized to discuss the problem and attempt to resolve it. If the committee is unable to resolve the class size problem, it may be referred to the Board of Education for further evaluation.
- B. The Board shall furnish, without charge, smocks for art teachers, home economics teachers, industrial arts teachers and teachers of laboratory courses.
- C. The Board will continue its efforts to keep the school reasonably and properly equipped and maintained.
- D. Under no conditions shall a teacher be required to drive a school bus as part of his/her regular assignment.
- E. The Board shall make available in each school restroom and lavatory facilities exclusively for teacher use and at least one room in each school which shall be reserved for use as a faculty lounge.
- F. Telephones shall be made available to teachers in each building.
- G. Effort will be made by administrators to reduce the amount of paperwork required of teachers so that the largest possible percentage of time may be spent in planning and teaching.
- H. Elementary teachers will be provided a grade-level budget at the end of the year to be used for the following year's purchases. It is agreed that the following procedure will be adhered to with regard to this section: At or around April 1 of each year, a specific budget figure will be provided by the superintendent for the purpose of purchasing elementary supplies for grades K-6. This budgetary figure will be given to each K-6 staff member by the elementary principal so that all parties are aware of the budget. The elementary staff will cooperatively determine how this budget is to be expended. This budgeted figure will include all purchases for elementary supplies, including art, physical education, music, workbooks, consumables, etc., and "room orders", but excluding general storeroom supplies listed below:

Chalk	Penmanship Paper	Brass Fasteners
Pencils	Typing Paper	Pens
Crayons	Ruled Theme Paper	Tempera Paints
Staplers	Copy Paper	Posterboard
Scotch Tape	Picture Story Paper	Glue
Felt Markers	Manila Paper	Paste
Map Pencils	Bulletin Board Paper	Tacks
Masking Tape	Tagboard	Straight Pins
Adding Machine Tape	Construction Paper	Pencil Sharpeners
Paper Clips	Rubber Bands	Erasers
Envelopes		

It is understood by the parties that fiscal problems can develop after supply requests have been made that could result in a budgetary reduction. Efforts will be made to avoid this whenever possible and supply committee members will be notified.

- I. Each teachers' lounge will be provided with a computer system with printer, in excellent working condition, as well as an adequate number of chairs and a table.
- J. High school class scheduling will begin as soon as possible. Supply budgets for high school and elementary schools will be developed at that time, also.
- K. Staff parking areas will be designated at the high school. Parking decals will be distributed for staff use. An attempt will be made to provide parking space for teachers' use.

## ARTICLE 19

### Protection of Teachers

- A. Since the teacher's authority and effectiveness in his/her classroom is 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 assistance to teachers with respect to the maintenance of control and discipline in the classroom.
- B. Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to advise the teacher of his/her rights and obligations with respect to such assault and shall render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.
- C. Time lost by a teacher in connection with any incident mentioned in this article shall not be charged against the teacher.
- D. The Board will reimburse teachers for the loss of any teaching aids that are the personal property of the teacher while such aids are being used on school premises, provided all of the following conditions have been met:
  - 1. The use of the aid or aids has been approved by the immediate supervisor at least twelve (12) hours in advance of the time of the proposed use.
  - 2. The value of the aid has been established and attested to in writing by the teacher at least twelve (12) hours prior to the proposed use. A copy of this attestation should be on file in the office of the immediate supervisor.
  - 3. A description of the aid with such other identifying data as serial number, registration number, etc., is on file in the office of the immediate supervisor at least twelve (12) hours before the proposed use.
  - 4. The teacher agrees to keep the aid or aids under lock and key at all times while not in use. This would include but not be limited to such times as noon hour, overnight and on weekends. The Board further agrees to provide each teacher with a lockable space.
- E. Teachers will be notified of students with special needs as soon as management becomes aware of such needs.
- F. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property but shall not be individually liable to the Board, except in the case of gross negligence or gross neglect of duty, for any damage or loss to person or property.
- G. Medically Fragile Students - When a general education classroom teacher is assigned a medically fragile student, the teacher shall not be expected to perform routine, scheduled maintenance of a medical appliance or apparatus used by the student to sustain his/her bodily functions nor render routine, scheduled care or maintenance of exceptional bodily functions related to the student's impaired condition. The teacher shall be informed and instructed as to emergency measures which may be necessary on occasion due to the student's impaired condition. Teachers agree to render routine non-medical assistance.

## **ARTICLE 20**

### Severability

If any provisions of this Agreement or any application of the Agreement to any employee shall be found contrary to law, then such provision or application shall be deemed null and void, but all other provisions or applications shall continue in full force and effect; furthermore, the provisions of such law shall supersede, to the extent of the conflict, the provisions of this Agreement and govern the relation of the parties hereunder.

## ARTICLE 21

### Association Dues or Fees and Payroll Deduction

- A. Any teacher who is an employee of the Houghton-Portage Township School District may sign and deliver to the Board an assignment authorizing deduction of membership dues in the MEA/NEA/CCEA according to the dues schedule. Such authorization shall continue in effect from year to year. The Board shall deduct one-tenth of such dues from the second regular check of the teacher each month for ten months, beginning in September and ending in June. The Board agrees promptly to remit the MEA/NEA/CCEA dues to the Michigan Education Association, accompanied by an alphabetical list of the teachers for whom such deductions have been made.
- B. The Board recognizes the legal obligation incumbent upon bargaining unit members to contribute to the Association dues or service fees as established by the Association and that such a contribution represents the unit member's obligation to pay his/her fair share for the services by the Association. Thus, any teacher who is not a member of the Association in good standing or who does not make application for membership within 30 days from the date of commencement of teaching duties shall, as a condition of employment, pay a service fee to the Association, an amount equivalent to the dues uniformly required to be paid by members of the Association, provided, however, that the teacher may authorize payroll deduction for such fee in the same manner as provided in Paragraph A.
- C. In the event that a teacher shall not pay such service fee directly to the Association, or authorize payment through payroll deduction within 30 days as provided in the preceding article, the Board upon written request from the Association, shall deduct a service fee as established by the Association. Said fee shall be deducted in equal installments, one per month for the remainder of the school year.
- D. The Association agrees to indemnify and save the Board, their agents and each individual school board member, harmless against any and all claims, demands, costs, suits, or other forms of liability, including dues erroneously deducted and all court or administrative agency costs that may arise out of or by reasons of action taken by the Board or any of its agents for the purpose of complying with this article, provided:
1. The employer gives timely notice of such action to the union and permits the union intervention as a party if it so desires; and
  2. The employer cooperates with the union and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and appellate levels.

## ARTICLE 22

### Miscellaneous Section

- A. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- B. Copies of this Agreement shall be printed at the expense of the Board and presented to all teachers now employed or hereafter employed by the Board. The Association will be presented five additional copies.
- C. It is understood by the parties that the establishment of new positions in the district and modifications to working conditions shall be subject to negotiation between the parties.
- D. CHARTER SCHOOLS: The district will provide notice in a timely manner to the Association of any contact, correspondence, or inquiry regarding a public school academy application made to the district, or an application to an ISD, community college, or public university of which it has knowledge.
- E. The Board agrees to form a task force of teachers, administrators and board members in the event it becomes necessary to evaluate the impact of a special program such as Mind Trek.
- F. It is agreed that negotiations for the contract succeeding the current one will begin March 2007.

## ARTICLE 23

### Early Retirement Incentive

- A. To be eligible for benefits under this program, a teacher must have been employed for at least ten (10) years by the Board of Education of the Houghton-Portage Township Schools.
- B. Teachers retiring under one of the following conditions will be eligible for the following benefit: A lump sum payment of six thousand dollars (\$6,000).

This retirement incentive is contingent upon a person retiring at the end of the first school year in which:

1. He/she has reached the age of 55 and has acquired thirty (30) years for retirement in the Michigan Public School Employees Retirement System.
2. He/she is over the age of 55 but less than 60 and has acquired thirty (30) years for retirement in the Michigan Public School Employees Retirement System or is eligible to retire under the MIP Plan of the Michigan Public School Employees Retirement System.
3. He/she has reached the age of 60 and has acquired at least ten (10) years with the Board of Education of the Houghton-Portage Township Schools or is eligible to retire under the MIP Plan of the Michigan Public School Employees Retirement System.

Should the teacher not take this retirement incentive the year they are eligible, they will forfeit one thousand dollars (\$1,000) of retirement incentive for each year they delay retirement. Example: Someone who is eligible in June, 1988 to retire, but delayed retirement until June, 1994, would get zero incentive; if they retired in June, 1991, they would receive three thousand dollars (\$3,000). Retirement at mid-year would forfeit only five hundred dollars (\$500).

- C. 1. Persons retiring due to a medical disability which qualifies them for retirement benefits from the Social Security Administration, the State Retirement Board, or any insurance company, are not eligible to qualify for benefits under this plan.
2. Persons dismissed through tenure proceedings are not eligible to qualify for benefits under this plan.
- D. Written notification of intent to retire must be given to the Superintendent at least three (3) months prior to the retirement date intended.
- E. You must be employed by the Board of Education of the Houghton-Portage Township Schools on the last working day prior to the date of retirement, or on normal sick leave, or on administration approved leave.

## ARTICLE 24

### Insurance

#### Section 1 - General

- A. All teachers hired by the Board shall be eligible for board-paid insurance premiums upon acceptance of written application by the insurance carriers on the first of the month following the month work commenced.
- B. A teacher must work at least three classes per day in order to be eligible for the payment of insurance benefits and premium payments by the Board. A pro rata equivalent of insurance cost shall be contributed towards the purchase of health insurance for all regular teachers employed who work three or more class periods per day.
- C. Changes in family status shall be reported by the employee to the personnel office within 30 days of such a change. The employee shall be responsible for any overpayment of premium made by the Board on his/her behalf for failure to comply with this paragraph.
- D. Teachers who have Board provided insurance are responsible to contact the insuring carrier within 30 days of termination for conversion provisions available after termination.
- E. The MESSA PAC PLAN shall be implemented for the duration of the contract.

#### Section 2 - Health Insurance

- A. The Board agrees to pay the full monthly premiums for health insurance as follows:
  - 2005-2006: SuperCare I with \$5.00 prescription card and \$100/\$200 deductible through February 2006.
  - Effective March 1, 2006 switch to Choices II with \$5/\$10 prescription card.
  - 2006-2007: Choices II with \$5/\$10 prescription card
- B. The employer shall provide a cash option in lieu of health benefits equivalent to the MESSA Super Care I single subscriber rate.
  - The amount of the cash payment received may be applied by the bargaining unit member to an M.E.A. Financial Services Tax-Deferred Annuity or another TSA program made available by the school district. To elect a Tax-Deferred Annuity, the bargaining unit member shall enter into a salary reduction agreement
  - All costs relating to the implementation and administration of benefits under this program shall be borne by the employer.
- C. All benefits and coverages shall be subject to and conditioned upon proper application by the employee for coverage and acceptance of the application by the carrier. All benefits and coverage shall be subject to and conditioned by the terms and provisions of the policy, rules and regulations of the carrier.

#### Section 3 - Dental Insurance

- A. The Board agrees to pay the full cost of the Delta Dental Plan 80-80-80 with a \$1,500.00 orthodontic rider for the duration of the contract.

- B. All benefits and coverage shall be subject to and conditioned upon proper application by the employee for coverage and acceptance of the application by the carrier. All benefits and coverage shall be subject to and conditioned by the terms and provisions of the policy, rules and regulations of the carrier.

Section 4 - Life Insurance

- A. Upon acceptance of written application, the Board agrees to provide each full-time employee with payment of premiums for \$10,000 in group term life insurance with accidental death and dismemberment benefits. Coverage will be effective upon active employment and terminate upon resignation date.
- B. All benefits and coverage shall be subject to and conditioned upon proper application by the employee for coverage and acceptance of the application by the carrier. All benefits and coverage shall be subject to and conditioned by the terms and provisions of the policy, rules and regulations of the carrier.

Section 5 - Vision Insurance

- A. The Board shall provide without cost to the employee the MESSA VSP-3 Plus vision care plan for the duration of this contract.

**ARTICLE 25**

**Salaries and Compensation**

**A. 2004-05** (The 2004-05 schedule will be used for “Schedule B” payments (coaching, special activities) for the 2005-06 school year only.)

<b>STEP</b>	<b>BA</b>	<b>BA+</b>	<b>MA</b>	<b>MA+</b>	<b>MM</b>
0	29,513	30,988	32,539	34,163	35,189
1	30,105	31,610	33,191	34,847	35,895
2	30,706	32,241	33,852	35,544	36,612
3	31,319	32,885	34,531	36,256	37,343
4	31,946	33,543	35,223	36,982	38,089
5	33,224	34,212	35,926	37,721	38,851
6	34,554	35,582	37,379	39,230	40,405
7	35,934	37,006	38,876	40,801	42,022
8	37,372	38,489	40,429	42,433	43,703
9	38,866	40,026	42,044	44,131	45,451
10	41,201	42,427	44,567	46,777	48,179
11	45,895	47,747	50,266	51,582	52,861

**2005-2006 Salary Base (effective 2<sup>nd</sup> semester 2005-06)**

<b>STEP</b>	<b>BA</b>	<b>BA+</b>	<b>MA</b>	<b>MA+</b>	<b>MM</b>
0	30,103	31,608	33,190	34,846	35,893
1	30,707	32,242	33,855	35,544	36,613
2	31,320	32,886	34,529	36,255	37,344
3	31,945	33,543	35,222	36,981	38,090
4	32,585	34,214	35,927	37,772	38,851
5	33,888	34,896	36,645	38,475	39,628
6	35,245	36,294	38,127	40,015	41,213
7	36,653	37,746	39,654	41,617	42,862
8	38,119	39,259	41,238	43,282	44,577
9	39,643	40,827	42,885	45,014	46,360
10	42,025	43,276	45,458	47,713	49,143
11	46,813	48,702	51,271	52,614	53,918

**2005-06 “1/2 Year” Pay Schedule (reflects the actual salary to be received in 2005-06)**

<b>STEP</b>	<b>BA</b>	<b>BA+</b>	<b>MA</b>	<b>MA+</b>	<b>MM</b>
0	29,808	31,298	32,864	34,505	35,541
1	30,406	31,926	33,523	35,195	36,254
2	31,013	32,563	34,191	35,899	36,978
3	31,632	33,214	34,876	36,619	37,716
4	32,265	33,878	35,575	37,352	38,470
5	33,556	34,554	36,285	38,098	39,240
6	34,900	35,938	37,753	39,622	40,809
7	36,293	37,376	39,265	41,209	42,442
8	37,746	38,874	40,833	42,857	44,140
9	39,255	40,426	42,464	44,572	45,906
10	41,613	42,851	45,013	47,245	48,661
11	46,354	48,224	50,769	52,098	53,390

**2006-2007 Salaries**

Salary increases for the 2006-07 year will be tied to the July 1, 2006 insurance increase through a sliding scale as follows:

<b>Insurance Increase</b>	<b>Salary Increase</b>
0 - 9.9%	2.0%
10 - 11.9%	1.5%
12 - 14.9%	1.0%
15 - 17.9%	.5%
18+%	0%

B. It is agreed by the parties as follows:

1. With regard to salary compensation for part-time teachers at the high school level:

- One Class..... 6/30 of step on schedule
- Two Classes..... 12/30 of step on schedule
- Three Classes..... 18/30 of step on schedule
- Four Classes.....24/30 of step on schedule

Compensation for teaching a sixth class will be one fifth of step 5 on the BA+ Certification on the salary schedule.

Part-time teachers are required to be available in the building during prep time, which will be pro rated based on the number of teaching periods. Half-time teachers (three classes) will be required to utilize one prep period in the building.

2. With regard to one-half time teachers at the elementary level:

The salary compensation shall be one-half of step on schedule.

C. Schedule for Experience - The Board has the option of granting up to eleven (11) years of experience for new employees providing the experience, in the judgment of the Superintendent, is directly related to his/her teaching assignment.

- Less than one full year..... Step 0
- One year but less than two.....Step 1
- Two years but less than three..... Step 2
- Three years but less than four..... Step 3
- Four years but less than five..... Step 4
- Five years but less than six..... Step 5
- Six years but less than seven..... Step 6
- Seven years or more..... Step 7
- Eight years or more..... Step 8
- Nine years or more..... Step 9
- Ten years or more..... Step 10
- Eleven years or more..... Step 11

Salary schedule credit will be given for up to two years of military service experience at the discretion of the superintendent.

- D. Increments - Increments become effective September 1 or February 1 of each year, and advancement under the salary schedule shall be automatic as of September 1.
- E. Longevity payments shall be made according to the following schedule:
- Twelve years of consecutive service in the system.....4%
  - Fifteen years of consecutive service in the system.....5.5%
  - Eighteen years of consecutive service in the system.....6.5%
  - Twenty-one years of consecutive service in the system.....7.0%
  - Twenty-four years of consecutive service in the system.....8.0%
  - Twenty-seven years of consecutive service in the system....9.0%
  - Thirty-one years of consecutive service in the system.....10%
- The above percentages will be computed on Step 5 of the B.A.+ Certification schedule.
- F. Termination Pay - Upon retirement from the Houghton-Portage Township Schools, employees will receive compensation according to the following schedule:
- After ten consecutive years in the system, \$500.00; \$50.00 for each additional year in the system to a maximum of 20 years, \$1,000; then \$100.00 per year to a maximum payment of \$2,000.
- Stipulation: In order to be eligible, the teacher must terminate employment through the retirement system.
- G. Professional Growth - When a teacher earns a master's degree or completes requirements for professional certification (18 hours), proof of completion from the college or university must be presented in a timely manner as follows:
1. If presented by September 15, payment will become effective at the beginning of the school year.
  2. If presented during the first semester, but no later than January 15, payment will become effective at the beginning of the second semester and will be for one-half the value of the credit earned.
  3. If presented during the second semester, payment will become effective at the beginning of the following school year.
- H. Loss of Pay - The computation used to determine the salary loss involved if a teacher uses leave days in excess of those for which salary is given is as follows:
1. The daily salary rate is determined by dividing the total contractual salary by the total number of teacher contractual days.
  2. The daily salary rate is then multiplied by the total number of lost-time days for which paid leave is not granted.
  3. This sum is then deducted from the biweekly paycheck at the end of the biweekly period during which the lost time was accumulated.
- I. Yearly Payment Schedule - At the beginning of each school year, each teacher will choose one of the following options in writing for receiving his/her pay for the ensuing school year:
1. Receive checks biweekly during the school year with a lump sum for the amount accrued paid on the last teacher day of the school year.

2. Receive 26 biweekly checks beginning at the first payday in September and ending after payment of the 26th check.
- J. The Board shall provide payroll deduction for those who wish to participate in tax-deferred annuities.
- K. Teachers will be paid on the final workday preceding winter and spring recess.
- L. Department Heads
1. Department heads shall be selected by the administration where deemed necessary.
  2. The duties of department heads shall be:
    - a. He/she will attempt to assist the teacher in the department in all possible ways.
    - b. He/she will hold nine departmental meetings attended by all department teachers and within seven days following will submit a signed report to the principal. This report will summarize the meeting and include objectives, problems, possible solutions and other pertinent data covered by the meeting.
    - c. He/she will account for all purchases within the department and be able to justify them.
    - d. The department head will lead the teachers of the department in curriculum revision as to content and subjects taught, improving and updating equipment and materials used as well as methods and techniques.
    - e. He/she will make a determined effort to personally counsel students within the department who are failing or having problems.
    - f. The department head will serve as first in line of authority in academic and departmental matters for the teachers within the department.
    - g. He/she will act as the educational leader for the teachers of the department and, with the help of the principal, do his/her best to contribute to the efficiency and effectiveness of the department.
    - h. Such department head shall not be considered an executive or supervisory employee.
  3. The compensation for department head shall be as stated in Article XXV, Section N, above the regular salary, except in such instances where the execution of these duties involves an excessive amount of time. In such case, it will be the prerogative of the Board to grant a maximum of one hour per day to the department head for the performance of these duties.

Number of Coaches

M. Coaches' Salaries

**Girls**

**Boys**

**Notes**

Head Basketball	12.0%	1	1	
J.V. Basketball (Ass't Head)	9.5%	1	1	
Freshman Basketball	6.6%	1	1	
Middle School Basketball	6.0%	2	2	7 <sup>th</sup> & 8 <sup>th</sup> Grade
6 <sup>th</sup> Grade Basketball	4.5%	1	1	
Elementary Basketball	4.5%	1	1	
Head Football	12.0%		1	
Assistant Football	9.5%		1	
Head J.V. Football	9.5%		1	
Assistant J.V. Football	6.5%		1	
Middle School Football	6.0%		2	
Hockey	12.0%		1	
Assistant Hockey	9.5%		1	
Cross-Country	6.0%			one coach only
Golf	3.7%			one coach only
Assistant Golf	1.85%			one coach only
Soccer (intramural)	3.7%			N/A
Head Track	10.5%	1	1	
Assistant Track	8.0%	1	1	
Middle School Track	4.5%	1	1	
Skiing	6.5%			one coach only
Swimming	6.5%			one coach only
Assistant Swimming	3.25%			one coach only
Head Volleyball	12.0%	1		
J.V. Volleyball	9.50%	1		
Freshman Volleyball	6.6%	1		
Cheerleaders	4.0%	1		4% Fall/4% Winter

1. One percent (1%) per week additional will be paid for basketball tournament play beyond the district or in football beyond the regular season.
2. One percent (1%) additional will be paid for hockey play beyond the regional tournament. A one percent stipend will also be paid to the ski coach for state level competition.
3. Up to eleven years of coaching experience credit will be granted for coaching experience in the applicable sport. Credit for coaching experience in other school districts will be granted up to a maximum of four years. The above percentages are applied to the B.A. and B.A. Plus Permanent Certification schedules only, whichever is applicable to the coach. Steps on the coaching schedule are determined by years of coaching, not teaching, experience.

4. In addition to the compensation above, the golf coach will receive a pro rata share of the cost of green fees based on a six-week golf season. The ski coach will also receive a pro rata share of the cost of a ski pass based on a ten-week ski season.
5. Coaches having eleven (11) consecutive years in the system will receive longevity consistent with the percentages used to calculate longevity in Section E of this article. Longevity will be calculated utilizing the current rate of pay for coaching a specific sport.
6. If after five years in a sport, the head coach has a salary less than that of any of the assistant coaches in that sport, then the head coach will receive an amount equal to the highest assistant coach in that sport.
7. Coaches may have coaching salaries spread out over 26 pay periods or in one lump sum at the end of the season. Notice of the option must be given in writing prior to August 15 of the school year. If no notice is given, the pay will be spread out.

N. Special Activities

Clock, Scorer, and Announcer, Football-----	\$20
Clock and Scorer, Basketball-----	\$25
All Other (tickets, gates, chain gangs)-----	\$16
Student Council-----	2.55%
Forensics-----	2.05%
National Honor Society-----	1.27%
*Plays-----	2.55%
*Prom-----	2.0%
Clubs-----	.3%
Department Head-----	1.27%
Driver Education-----	\$14.50 per hour
*Camping-----	1.15% (2 positions)
Camp Director-----	2.1%
Band-----	9.0%
Choir-----	6.0%
School Newspaper-----	.71%
Orienteering-----	.4%
Amygdaloid-----	5.1%
Elementary School Yearbook-----	1.5%
Voc. Ed. Director-----	6.0%
High School Bowl-----	1.5%
Math Counts-----	1.0%
MCTM -----	1.0%
Destination Imagination -----	1.27%
Safety Patrol-----	.51%
Elementary Chorus-----	.51%
Middle School Senate-----	1.28%
Chaperones (dances, fan buses)-----	\$25 per dance
Elementary Fine Arts Festival-----	1.0%
Elementary Senate-----	1.28%
School Store-----	1.0%
Robotics -----	1.0%
North Central Association Chair	6.8%

\*Will be paid in lump sum upon notification by teacher to the payroll department.

Others will be paid in lump sum at the end of the activity. The payroll department must be notified of this prior to the beginning of the year.

2005-2006: The above percentages are to be applied to Step 0 of the 2004-2005 B.A. scale.  
2006-2007: The above percentages are to be applied to Step 0 of the 2006-2007 B.A. scale.

**NOTE:** NEW SPECIAL ACTIVITIES MUST BE PRE-APPROVED IN WRITING BY THE SUPERINTENDENT IN ORDER TO BE ELIGIBLE FOR COMPENSATION.

## **ARTICLE 26**

### School Improvement

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 as provided in Act 197, P.A. 1987 (Section 15.1919 (919b) MSA) or other similar plans:

- A) Participation in the planning by the employee should be voluntary if outside of the regular school day.
- B) Participation in the planning shall not be used as a criteria for evaluation, discipline, or discharge.
- C) The Master Agreement may not be modified in whole or in part except by mutual written agreement by the Association and the Board.

## ARTICLE 27

### Shared Programming

In consideration of the following it is hereby agreed:

1. A shared program is defined as a class or program by the school district which involves staff and/or students giving or receiving instruction in conjunction with staff and/or students from another school district.
2. "Host District" will be the school district in which a specific shared program class is being offered.
3. "Itinerant District" will be the school district whose students are being transported to enable them to participate in a shared program class.
4. The parties mutually agree that the purpose of the shared program shall be to provide quality cooperative academic programming in order to be able to enhance the educational opportunities for students by providing class offerings in the host district which are not available in the itinerant district.
5. Class Size - Class sizes shall be based upon the appropriate number of students and stations available for the specific learning activity. Total class size including students from the host district and those from the itinerant district(s) shall be mutually agreed upon prior to students enrolling in the classes.
6. Prerequisites in the host district for student enrollment in a class shall also be a prerequisite for students enrolling in the class from the itinerant district.

## **ARTICLE 28**

### Consolidation

If this District is annexed or consolidated with one or more other districts, this District will make every reasonable effort to encourage the successor Board of Education to recognize each bargaining unit member's employment experience in this District for purposes of benefits and seniority. This District will also make a reasonable effort to encourage the successor Board of Education to treat each member of this District in the same manner as each member of the other district(s), for purposes of any contract to be negotiated, as if all members of the successor bargaining unit had gained such experience in the successor district.

**ARTICLE 29**

Teleinstructional Broadcasting

See Appendix "A"

## ARTICLE 30

### Mentor Teachers

Mentor teachers shall be defined as identified in Section 1526 of the School Code and shall perform the duties of a Master Teacher as specified in the Code. For the duration of this contract, the mentor teacher shall be a member of the bargaining unit.

Each bargaining unit member in his/her first three years shall be assigned a mentor teacher. The mentor teacher shall be available to provide professional support, instruction, and guidance. The purpose of the mentor assignment is to provide a peer who can offer assistance, resources and information in a non-threatening, collegial fashion.

A mentor teacher shall be assigned in accordance with the following:

1. The mentor teacher shall be a tenured member of the bargaining unit.
2. Participation as a mentor shall be voluntary.
3. There will be no compensation for the assignment. Should the workload of such assignment expand, the Board and the Association will meet to resolve the issue of compensation.

Because the purpose of a mentor teacher is to acclimate the bargaining unit member and to provide necessary assistance toward the end of quality instruction, the Board and the Association agree the relationship shall be confidential and shall not be a matter included in the probationary teacher's evaluation.

## ARTICLE 31

### SCHOOL YEAR CALENDARS

Attached exhibit for 2005-2006 school year.  
2006-2007 calendar to be determined.

### Make-Up Days

Necessary make-up days will be made up at the end of the school year.

FOR THE BOARD:

\_\_\_\_\_

Date: \_\_\_\_\_

FOR THE ASSOCIATION:

\_\_\_\_\_

Date: \_\_\_\_\_

**LETTER OF UNDERSTANDING**

It is mutually understood and agreed upon by the parties hereto that:

1. The School District shall place a four-hour adult aide in the library to comply with North Central Accreditation standards.
2. The District agreed to provide the teaching staff with a designated parking area subject to parking identification criteria established by Administration.
3. The District will attempt to provide each staff member with his/her own classroom, subject to the District's staffing and flexibility needs.
4. The District will consider Association input on future construction projects which would address areas affecting teachers' personal needs.
5. The District agrees to provide the staff with IBM and Apple Computer training upon request.

FOR THE BOARD:

FOR THE ASSOCIATION:

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**MEMORANDUM OF UNDERSTANDING**

Re: Full-Year Substitutes

This Memorandum of Understanding is entered into by and between the Board of Education of the Houghton-Portage Township Schools, hereinafter “Board”, and the Copper Country Education Association, hereinafter “Association”, as follows:

1. Substitutes are not bargaining unit employees and do not come within the coverage of the collective bargaining agreement between the Board and the Association and are not otherwise represented for any purpose by the Association.
  
2. The Board does hereby represent and commit to provide any full-year substitute for a known full school year assignment, at least the salary at Step O of the BA salary schedule and benefits provided to teachers in the bargaining unit represented by the Association for the duration of the assignment.

This Memorandum of Understanding is entered into by and between the Board and the Association this 26th day of August, 2005, as attested to by their authorized representatives who have affixed their signature as follows:

BOARD

ASSOCIATION

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

## APPENDIX "A"

### TELEINSTRUCTIONAL BROADCASTING

#### A. Purpose, Participation and Enforcement

1. The Copper Country Interactive Telecommunication Education System (CCITES) is an electronic educational network designed to provide an alternative means of instructional delivery for use by participating districts to provide educational resources to students in a cost-effective and efficient manner.
2. Participation during the regular K-12 instructional day is limited to those districts which have, along with the district's recognized teacher bargaining agent, executed this document without modification at the local district level as an Appendix to the respective parties' master contracts.
3. As an Appendix to the master contract, enforcement relative to alleged violations of the terms and conditions of the Appendix shall be subject to the contract's grievance procedure.
4. Failure of a district or its recognized teacher bargaining unit's agent to ratify this document shall not preclude the use of the CCITES system by the district for PURPOSES OTHER THAN THE DELIVERY OF K-12 INSTRUCTIONAL PROGRAMS BUT DOES NOT PRECLUDE USE FOR ALTERNATIVE OR COMMUNITY EDUCATION.

#### B. Staffing

1. The originating site district reserves the right of selection and assignment of teachers to teleinstructional classes SUBJECT TO POSTING AND SENIORITY PROVISIONS OF LOCAL CONTRACTS. An originating site district will attempt to find volunteers prior to implementing involuntary transfers.
2. Nothing in this Appendix shall be deemed to require the assignment of bargaining unit personnel as monitors in remote site districts' telecommunications classrooms. Should personnel be required to monitor in remote site classrooms, EA/ESP members shall be given first opportunity to do the work.
3. In all cases, teaching staff assigned to telecommunications classes shall be considered an employee of the originating site district in which he/she is employed. Such teachers shall have no rights in other originating site districts or remote site districts.

#### C. Definition

1. "Teleinstructional teaching assignments" and the "telecommunications classes" are used interchangeably and refer to teaching K-12 students in an originating site district during the K-12 instructional day via the CCITES system, whether or not the assignment contains one or more sections of teleinstructional teaching responsibilities.
2. "Teacher", for purposes of this Appendix, shall refer to an individual assigned to a teleinstructional teaching assignment in an originating site district.
3. "Regular K-12 instructional day" shall refer to the daytime K-12 teaching staff workday in a particular district as determined by the master agreement.

4. "Originating site district" refers to a district in which teleinstructional teaching assignments are located and which transmits K-12 instruction to CCITES remote site districts during the regular K-12 instructional day.
5. "Remote site district" refers to a district in which CCITES programs are received during the regular K-12 instructional day.
6. "CCITES" shall refer to the Copper Country Interactive Telecommunications Educational System.
7. "District" refers to any district which, along with its recognized teacher bargaining agent, executes this Appendix.
8. "Recognized teacher bargaining agent" and "Association" are utilized interchangeably and refer to the bargaining agent recognized pursuant to the provisions of the Public Employment Relations Act as the exclusive bargaining agent for teaching staff employed by a district. "Recognized teacher bargaining agent" shall include, where appropriate, the Copper Country Education Association.
9. "CCITES Governing Council" refers to the representative council of delegates from participating districts who are responsible for the development of processes and procedures for the operation of the CCITES system, determining of course offerings, and the designation of, or change in, originating and remote site districts.

The participating district teacher associations shall designate, through the Copper Country Education Association, two voting representatives of the CCITES committee for purposes of providing input concerning the operations of the system.

D. Responsibilities of Originating and Remote Site Districts and Staff

1. The telecommunications class teacher will be responsible for the course content, material selection, instruction, testing and evaluation of the students at the originating site and at all remote sites consistent with the policies and procedures of the originating site district. Teachers assigned to telecommunications classes shall not be responsible for maintaining classroom discipline at remote sites. Such teachers will cooperate and provide necessary assistance to staff assigned to supervise remote site district classrooms.
2. Originating site districts will be responsible for establishing the necessary procedures to accommodate the transport of documents, homework, classwork, tests and other classroom materials.
3. Originating and remote site districts will be responsible for the assignment of regular personnel as monitors in remote site classrooms and for establishing the necessary processes and procedures to accommodate the transport of documents, homework, classwork, tests and other classroom materials.

E. Working Conditions, Class Size and Teacher Evaluation

1. In the event class size may exceed 25 in combination of the remote and originating site, the administration and the Association will meet and resolve the issue.
2. In recognition of the differences in the beginning and ending times, as well as the number and length of classes in originating and remote site districts, daily schedules for teachers assigned to teleinstructional teaching assignments may deviate from the other classroom

teacher in the originating site district, PROVIDING THAT THE OVERALL LENGTH OF THE TEACHER WORKDAY IS UNAFFECTED.

3. The number of subject matter preparations for teachers in a teleinstructional teaching assignment shall be subject to any limitations contained in the originating site district master contract.
4. Any required travel in personal vehicles shall be reimbursed at the rate required under the bargaining unit member's master contract or Board of Education policy when the master contract does not specify a rate.
5. The evaluation of teachers in teleinstructional teaching assignments shall be consistent with the evaluation procedures contained in the master contract AND CONDUCTED BY SUPERVISORS QUALIFIED TO DO SUCH EVALUATIONS, TAKING INTO CONSIDERATION ANY LIMITATIONS OF THE SYSTEM EQUIPMENT. VIDEOTAPES WILL NOT BE USED IN THE EVALUATION PROCESS.
6. Teachers will be paid at the rate of \$15 per hour for required training in the use or implementation of the CCITES system for training outside the regular school day.
7. Teachers volunteering for teleinstructional teaching assignments outside the regular K-12 school day or work year shall be compensated at a prorated portion of his/her regular salary.
8. A teacher assigned a teleinstructional teaching assignment shall receive a stipend of \$500 per semester or will be scheduled so as to limit the number of preps to one less than the previous year.

F. CCITES Equipment and System Use

1. The district shall be responsible for the repair and maintenance of telecommunications equipment. While teachers will not be held primarily responsible for the set-up or dismantling of equipment, teachers will be responsible for routine daily procedures necessary to activate and operate the system.
2. The use of the system is controlled and regulated by the CCITES Governing Council and the procedures established by participating districts.
3. Association requests for use of the system will be directed to the CCITES Governing Council. The cost of repair or damage resulting FROM NEGLIGENCE OR MISUSE shall be incurred by the Association.
4. EXCEPT FOR PURPOSES OF K-12 INSTRUCTION FOR STUDENT CREDIT, districts shall not be restricted in the use of the CCITES system outside of the regular K-12 instructional day or school year.

G. Effect on Teacher Employment

1. The intent and purpose of the CCITES PROJECT is to provide a vehicle for the cooperative offering and sharing of educational opportunities among the districts served by this document and to provide educational resources to the students of these districts in a cost-effective and efficient manner.

2. It is not the intent and purpose of the CCITES PROJECT to reduce the total number of bargaining unit members employed or the hours worked as a result of the implementation or use of telecommunications via CCITES.
3. It is specifically understood that any local school district teacher presenting a K-12 telecommunications class shall be a member of the local bargaining unit.

#### H. Broadcast and Rebroadcast

1. Rebroadcast for students ABSENT ON A GIVEN DAY, REMEDIAL INSTRUCTION, TEACHER USE and for demonstration purposes is permitted.
2. Videotapes of teleinstructional classes are the property of the originating site district and may be jointly copyrighted by the originating site district and teacher.

#### I. Duration, Review and Future Negotiations

1. This Appendix shall be effective in a district upon ratification by the Board of Education and the recognized bargaining agent and shall remain in effect until June 30, 2000.
2. The parties agree it may be necessary to meet during the above stated period to discuss issues not contemplated or addressed in this Appendix.
3. Any changes in this Appendix during its term, and any changes resulting from the negotiations of a successor Appendix, are delegated solely to the representative bargaining committee of the CCITES Governing Council and the recognized bargaining agents. Any modifications or successor Appendices are subject to the respective parties' ratification procedures.
4. When the pilot project is completed, the parties agree to bargain the CCITES language prior to implementing as a continuing delivery system.

ON BEHALF OF THE  
SCHOOL DISTRICT BOARD OF EDUCATION

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

ON BEHALF OF THE  
EDUCATION ASSOCIATION

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**HOUGHTON-PORTAGE TOWNSHIP SCHOOLS**

REQUEST FOR LEAVE OF ABSENCE

EMPLOYEE NAME \_\_\_\_\_

PERIOD OF ABSENCE: FROM \_\_\_\_\_ TO \_\_\_\_\_

TYPE OF LEAVE (CHECK ONE) PAID \_\_\_\_\_ UNPAID \_\_\_\_\_

REASON FOR ABSENCE (CHECK ONE):

- BEREAVEMENT
- PERSONAL DAY
- ASSOCIATION DAY
- SABBATICAL LEAVE
- MILITARY LEAVE
- PUBLIC OFFICE
- EDUCATION-PERSONAL LEAVE
- CHILD CARE LEAVE
- HEALTH CARE LEAVE
- OTHER (PLEASE EXPLAIN BELOW)

COMMENTS \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

EMPLOYEE SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

APPROVED \_\_\_\_\_

DENIED \_\_\_\_\_ REASON \_\_\_\_\_

SIGNED \_\_\_\_\_ DATE \_\_\_\_\_

# TEACHER EVALUATION

Teacher \_\_\_\_\_ Evaluator \_\_\_\_\_

Date \_\_\_\_\_ Teacher Initials \_\_\_\_\_ Date of Conference \_\_\_\_\_

As  
A  
Person

As  
An  
Educator

Criteria	Satisfactory	Unsatisfactory	Questionable	Not Observed
Appearance				
Friendly				
Sense of Humor				
Language Capabilities				
Emotional Stability				
Imagination				
Attitude				
Knowledge of Subject Matter				
Lesson Plans				
Class Control				
Learning Atmosphere				
Appearance of Classroom				
Flexibility				
Explanations				
Acknowledges Stu. Viewpoint				
Avoids Ridicule				
Varies Techniques				
Begins & Ends Class on Time				
At Teaching Station				
Uses Prep Time to Advantage				
Walks About Classroom				
Gives Extra Help				
Individualizes Instruction				

## TEACHER EVALUATION SUMMARY

Teacher's Name \_\_\_\_\_

Date \_\_\_\_\_

Observations

Recommendations

CHECK-LIST

Name: \_\_\_\_\_

DATES								
<u>Late for work</u>								
Leaves Early								
Not at Station								
Wrong Use of Preparation Time								
Does Not Help With Hall Discipline								
Poor Class Control								
Little Individual Help								
Does Not Follow Chain of Command								
Does Not Take Class Attendance								
Does Not Attend School Activities								
Admits Students Without Pass								
Overuse of Passes								
Proper Lunch Duty								
Unauthorized Smoking								
Poor Daily Records								
Attends Faculty Meetings								

## GRIEVANCE REPORT FORM

Building	Assignment	Name of Grievant	Date Filed

### STEP I

A. Date Cause of Grievance Occurred \_\_\_\_\_

B. 1. Statement of Grievance \_\_\_\_\_

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

2. Article of Agreement Violated \_\_\_\_\_

3. Relief Sought \_\_\_\_\_

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

C. Disposition by Principal \_\_\_\_\_

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

\_\_\_\_\_  
Principal's Signature

\_\_\_\_\_  
Date

D. Position of Grievant and/or Association \_\_\_\_\_

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**STEP II**

A. Date received by PR & R Committee \_\_\_\_\_

B. Disposition of PR & R Committee \_\_\_\_\_

\_\_\_\_\_  
Signature and Date

C. Position of Grievant \_\_\_\_\_

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

\_\_\_\_\_  
Signature and Date

**STEP III**

A. Date Received by Superintendent or Designee \_\_\_\_\_

B. Disposition of Superintendent or Designee \_\_\_\_\_

\_\_\_\_\_  
Signature                      Date

C. Position of Grievant and/or Association \_\_\_\_\_

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

\_\_\_\_\_  
Signature                      Date

**STEP IV**

A. Date Received by Board \_\_\_\_\_

B. Disposition of Board \_\_\_\_\_

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

\_\_\_\_\_  
Signature                      Date

C. Position of Grievant and/or Association \_\_\_\_\_

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

\_\_\_\_\_  
Signature                      Date

**STEP V**

A. Date Submitted to Arbitration \_\_\_\_\_

B. Disposition and Award of Arbitrator \_\_\_\_\_

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

\_\_\_\_\_  
Arbitrator's Signature      Date

Note: All provisions of Article V of the Master Agreement dated September 1, 2005 through August 31, 2006 will be strictly observed in the settlement of grievances.



