

AGREEMENT

between the

HOUGHTON-PORTAGE TOWNSHIP BOARD OF EDUCATION

and the

COPPER COUNTRY EDUCATION ASSOCIATION

Effective

September 1, 2012

through

June 30, 2013

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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 Houghton-Portage Township Schools Education Association for 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, student affairs coordinators 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.

- The student affairs coordinator will have no administrative responsibilities involving the supervision, evaluation or discipline of professional staff members.
- Supervision of extra-curricular events and/or sporting events (ex: dances, games) shall be of a voluntary nature.
- The appointment to a student affairs coordinator position:
 1. Shall be on a yearly basis.
 2. The District shall not be required to post the position(s) if both parties wish to extend the appointment for another year.
 3. The position(s) will be posted if a vacancy occurs for the following school year.
- A bargaining unit member may voluntarily return to a regular full-time teaching position for the following school year or at semester's end. (Note: a movement at semester would be possible only if a vacancy occurs.)

ARTICLE 2

Duration

All articles of this Agreement shall be effective September 1, 2012 through June 30, 2013.

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.

The Houghton-Portage Township School District is a general powers school district in accordance with Public Act 289 of 1995, Public Act 451 of 1976, M.C.L. 380.11a, as amended.

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 unless any provision or application of this agreement prohibits the District from complying with State or Federal Laws.
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 and then only to the extent such specific and expressed terms hereof are in accordance with State and Federal Laws. It is further understood that the above rights are not to be interpreted as abridging or conflicting with any specific provision of this Agreement unless any provision or application of this agreement prohibits the District from complying with State and Federal Laws.

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

Job Descriptions & Personnel Files

- A. A new employee, prior to the time school begins, will be given a copy of his/her job description.
- B. 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.
- C. Administrators welcome any suggestions for improvement of the evaluative procedures made by teachers.

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. The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:

1. The discharge or demotion of a tenured teacher;
2. The content of an evaluation or an individualized development plan.

It is expressly understood that the grievance procedure shall not apply to those areas in which the Tenure Act prescribes a procedure or authorizes a remedy (discharge and/or demotion).

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 fifteen (15) 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.

The arbitrator shall have no power or authority to rule upon:

1. The discharge or demotion of a tenured teacher;
2. The content of an evaluation or an individualized development plan.

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.
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 2010-2012 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, librarians, and counselors 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 & 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. 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.
- C. It is hereby understood between the parties that counselors and librarians shall receive a twenty-minute break from his/her work schedule in the morning and in the 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.
10. Sick Day Donations:
 - a. An Employee may donate up to 5 sick days from their accumulated total to another Employee who has no sick leave remaining.
 - b. An employee may donate sick days from their accumulated total to more than one Employee each year.
 - c. This section will sunset on June 30, 2013.

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, will be placed in a position provided a job is available for which the teacher is qualified. 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. Upon return from the leave of absence the teacher shall be placed at the same position on the salary schedule as when they left provided a job is available for which the teacher is qualified.
- 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 provided a job is available for which the teacher is qualified. 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. The Teacher shall be allowed to resume and continue the job she/he held prior to taking the leave, provided the Teacher returns at the conclusion of the FMLA authorized leave (ie, up to 12 workweeks). If a Teacher's absence due to a child care leave

exceeds the FLMA leave period, the Teacher shall be returned to any open vacancy for which the Teacher is qualified, at the District's discretion.

- 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. Upon return from such leave the Teacher will be placed on the same position on the salary schedule as when they left provided a job is available for which the teacher is qualified.

Catastrophic Illness/Injury Fund

The Employees may establish a monetary fund to supplement the income of district employees facing catastrophic illness or injury. Contributions will be made by district employees eligible to draw from the fund for need. Each employee of the district who contributes to MPSERS will be an eligible employee and may contribute. Contributions will be at a rate of twenty-five (25) dollars per employee per year. Eligibility to utilize the fund shall be determined by continued yearly

contributions to the fund. The granting of, or denial of, fund monies shall not be subject to the grievance procedure.

1. Contributions shall be of a voluntary nature, and are non-refundable.
2. Administrators, support personnel and teachers who contribute to MPSERS and to the fund are eligible to draw from the fund for need.
3. The fund will be administered by a committee of eligible, contributing employees.
4. Insurance coverage may be continued for any affected employee if requested by the committee and approved by the Board for the duration of the current school year plus summer.
5. The District will act as the financial agent for the fund. Guidelines for the use of the fund will be made by a committee of participating members.
6. This fund may be utilized concurrently with sick leave, whether personally accumulated or granted through sick day donations.

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 that is covered by this Agreement or a position created when, after making all assignments needed to fill the academic needs of the District with incumbent teachers who are certified and qualified for the assignments, there are still more assignments open than teachers to do the work.
- B. The Board and the Association agree that the definition of "Qualified" is that the employee will be in compliance with the present State and Federal Laws in regard to Qualifications as specified.
- C. 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

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 four (4) years, or, if he/she returns to the bargaining unit because his/her position was eliminated or reduced.
- 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 four (4) years, except when he/she returns to the bargaining unit because his/her position was eliminated or reduced.
- 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 13

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.
- I. The Board further agrees it will not arbitrarily or capriciously apply or fail to apply any of the leave provisions in this contract.
- 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.

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 14

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 15

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 16

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, including qualifications for positions. Recommendations and suggestions made by the committee may be brought to the Board for its review.

ARTICLE 17

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. A computer networkable printer shall be provided in each building readily accessible for use by the teaching staff of that building for performing their school duties or responsibilities.
- 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.
- L. District mandated technology training conducted outside of a normal workday (examples: school, in-service, paid release time, faculty meetings) will be compensated at the teacher's per diem rate of pay.

ARTICLE 18

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 19

Severability

If any provisions of this Agreement or any application of the Agreement to any employee or to the Board 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 20

Association Dues or Fees and Payroll Deduction

- A. 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.
- B. 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 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 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 21

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 unless such rules, regulations and practices are enacted by the District to become in compliance with State and Federal Education Laws. 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 present terms of this Agreement that are in compliance with the above State and Federal Laws. 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. The Board will present a copy of this Agreement for proofreading to the Association within fourteen (14) calendar days from ratification by both parties. The proofreading process may take up to an additional fourteen (14) calendar days. The Board, within seven (7) days from the completion of proofreading, will supply, at Board expense, a copy of the Agreement to each Bargaining Unit Member and five (5) additional copies to the Association. The Board will present a copy of the Agreement to all new Bargaining Unit Members on their first day of employment with the District.
- G. An emergency manager appointed under the local government and school district fiscal accountability act may reject, modify or terminate the collective bargaining agreement as provided within the local government and school district fiscal accountability act.

ARTICLE 22

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.

Section 2 - Health Insurance

A.

The Board agrees to provide premium payments in accordance with Public Act 152 of 2011; Section 4, as described below for an employee "Medical Benefit Plan" for "Coverage Year" of twelve (12) months provided the individual is employed full-time, employees less than full-time will be prorated accordingly as described in the applicable Section of Article-23.

Employees may select a "Medical Benefit Plan" from plans that qualify under Public Act 152 of 2011; Section 2, Subsection (e).

The Board provided premium contributions for any employee's applicable "Medical Benefit Plan", (Single, Two-Person or Family) (Pak-A, Part-1), shall be not more than 80% of the total annual costs of, the actual annual premium amounts charged for the applicable plans or illustrative rates for those applicable plans, including any payments for reimbursements of co-pays, deductibles, or payments into health savings accounts, flexible spending accounts, or similar accounts used for health care costs for the "Coverage Year" of the "Medical Benefit Plan".

For Employees who qualify to receive and elect the "Medical Benefit Plan" - (Pak-A, Part-1)

"Medical Benefit Plan"- (PAK-A, Part-1) "Coverage Year" 2012-2013:

Medical:	MESSA Choices-II
OV/UC/ER Copay:	\$20/\$25/\$50
RX Drug Copay:	\$10/\$20
Deductible:	In-\$500/1000, Out-\$1000/\$2000

OR

Medical: MESSA ABC Plan 1 Note: The Board will make a "Health Savings Account" payment per applicable employee plan of \$1,000 for single coverage or \$2,000 for 2 person or full family coverage. Employees may switch from MESSA Choices-II to MESSA ABC Plan 1 upon open enrollment granted by the provider.

The Board in accordance with the preceding paragraphs shall provide not more than 80.0% of the total annual costs in monthly premium contribution payments for the above listed "Medical Benefit Plans" and payments into a qualifying "Health Savings Account".

"Medical Benefit Plan" (PAK-A, Part-1)

Family Plan: \$ 80.0% of the total annual costs in monthly premium and HSA payments.

Two Person Plan: \$ 80.0% of the total annual costs in monthly premium and HSA payments.

Single Subscriber Plan: \$ 80.0% of the total annual costs in monthly premium and HSA payments.

(Non-Medical Benefit Plan – Benefit Options)- (PAK-A, Part-2) 2012-2013:

For Employees who qualify to receive and elect the "Medical Benefit Plan" - (Pak-A, Part-1):

The Board agrees to provide (Non-Medical Benefit Plan-Benefit Options) for (PAK-A, Part-2) as negotiated and listed below) and monthly premium payments from September 1, 2012 through June 30, 2013, as described below for ten (10) months provided the individual is employed full-time, employees less than full time will be prorated accordingly as described in the applicable Section of Article-23. For employees who work less than the applicable positions work year due to being hired after the contracted year or who resign or retire before the end of the contract year or whose census category changes during the contract year will receive prorated Board premium payments accordingly.

(Non-Medical Benefit Plan-Benefit Options) - (PAK-A, Part-2) Coverage Year 2012-2013:

Dental:
Class I: 80%
Class II: 80%
Class III: 80%
Annual Max: \$1,000
Class IV: 80%
Lifetime Max: \$1,500
Riders: 2 Cleanings

Vision: VSP 3 Plus

Life Insurance: \$10,000

AD&D Coverage: \$10,000

The Board in accordance with the preceding paragraphs shall provide premium contribution payments as described below toward an employee "Medical Benefit Plan" (PAK-A, Part-2) from September 1, 2012 through June 30, 2013:

Board Paid Annual Premium Payments for Full Time Employees from September 1, 2012 through June 30-2013:

Board Paid Premiums for (PAK-A, Part-2) (Non-Medical Benefit Plan- Benefit Options):

Family Plan:	\$ <u>100.0% of the total monthly premium.</u>
Two Person Plan:	\$ <u>100.0% of the total monthly premium.</u>
Single Subscriber Plan:	\$ <u>100.0% of the total monthly premium.</u>

(PAK-B): For Employees who qualify for the "Medical Benefit Plan" (Pak-A, Part-1) and do not elect the "Medical Benefit Plan":

The Board agrees to provide (Non-Medical Benefit Plan-Benefit Options) for (PAK-B) as negotiated and listed below) and monthly premium payments from September 1, 2012 through June 30, 2013, as described below for ten (10) months provided the individual is employed full-time, employees less than full time will be prorated accordingly as described in the applicable Section of Article-23. For employees who work less than the applicable positions work year due to being hired after the contracted year or who resign or retire before the end of the contract year or whose census category changes during the contract year will receive prorated Board premium payments accordingly.

(Non-Medical Benefit Plan-Benefit Options) - (PAK-B) Coverage Year 2012-2013:

<u>Dental:</u>	
Class I:	80%
Class II:	80%
Class III:	80%
Annual Max:	\$1,000
Class IV:	80%
Lifetime Max:	\$1,500
Riders:	2 Cleanings
<u>Vision:</u>	VSP 3 Plus
<u>Life Insurance:</u>	\$10,000
<u>AD&D Coverage:</u>	\$10,000

The Board in accordance with the preceding paragraphs shall provide premium contribution payments as described below toward an employee (Non-Medical Benefit Plan-Benefit Options) (PAK-B) from September 1, 2012 through June 30, 2013:

Board Paid Premiums for (PAK-B) (Non-Medical Benefit Plan- Benefit Options):

Family Plan:	\$ <u>100 .0% of the total monthly premium.</u>
Two Person Plan:	\$ <u>100 .0% of the total monthly premium.</u>
Single Subscriber Plan:	\$ <u>100 .0% of the total monthly premium.</u>

The following paragraphs pertain to all “Medical Benefit Plans (PAK-A, Part-1); and (Non-Medical Benefit Plans-Benefit Options) - (Pak-A, Part-2) and (Pak-B) Plans:

Any portion of the actual applicable plans total annual costs not covered by the Board paid premiums or payments into a “HSA” for the “Medical Benefit Plan” (Pak-A, Part-1); and the (Non-Medical Benefit Plans-Benefit Options) - (Pak-A, Part-2) and (Pak-B) Plans; shall be paid by the employee via payroll deduction. Employees must authorize the District the right to deduct the employee’s portion of the applicable plans premium contribution via payroll deduction as a condition to be eligible for the “Medical Benefit Plan” and the (Non-Medical Benefit Plans-Benefit Options) - (Pak-A, Part-2) and (Pak-B) Plans:

The employee paid applicable plan premium payments made via payroll deduction to cover the employee contribution shall be evenly spread over the existing pay-periods the employee has selected for their salary payments.

Employees will also pay all deductibles, co-pays, payments into flexible spending accounts associated with the employee “Medical Benefit Plan” (Pak-A, Part-1) and the (Non-Medical Benefit Plans-Benefit Options) - (Pak-A, Part-2) and (Pak-B) Plans.

Employee Health premium payments and employee HSA contributions that qualify for a pre-tax deduction will be processed pursuant to the Employer’s IRS qualified Section 125 Plan.

- B. The employer shall provide a cash option in lieu of health benefits. The cash amount shall be \$836.31 per month. It is understood that when the single subscriber rate of the Choices II plan described in this article exceeds the sum of \$836.31 then the cash option in lieu of health benefits shall be equivalent to said 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 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.

D. If an employee is laid off at the end of the School Year the District will provide the employees applicable "Medical Benefit Plan" (PAK-A, Part-1), and 'Non-Medical Benefit Options (PAK-A, Part-2) or (PAK-B) premiums in accordance with the District's PA 152 of 2011 limits for a period of two months past the layoff date.

E. 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.

ARTICLE 23

Salaries and Compensation

A. 2012-13 Pay Scale

STEP	BA	BA+	MA	MA+	MM
0	32551	34148	35827	37584	38696
1	33764	35424	37164	38989	40145
2	34427	36119	37893	39757	40933
3	35103	36828	38642	40540	41738
4	35793	37553	39403	41341	42560
5	37200	38289	40178	42154	43400
6	38332	39456	41416	43438	44722
7	39840	41009	43052	45154	46485
8	41408	42629	44747	46936	48321
9	43040	44308	46511	48789	50230
10	45589	46930	49266	51679	53211
11	50923	52953	55715	57159	58560

For the 2012-13 school year, each Association member will receive a \$500 off schedule signing bonus.

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.....	4.0%
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.....	10.0%

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 (10) years in the system, a teacher upon retirement from the Houghton-Portage Township Schools will receive compensation according to the following schedule: \$37.50 per day of unused accumulated sick leave days up to one hundred eighty (180) days.

After twenty (20) years in the system, a teacher upon retirement from the Houghton-Portage Township Schools will receive compensation according to the following schedule: \$45.00 per day of unused accumulated sick leave days up to one hundred eighty (180) days.

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 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.

Application for professional certificate may be delayed until expiration of provisional certificate.

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.
4. 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.
- M. The District will compensate one Bargaining Unit Member for the supervision of morning recess and one Bargaining Unit Member for the supervision of afternoon recess. Each Bargaining Unit Member at his/her option will be compensated at the rate of either six hundred dollars (\$600) per semester, or compensatory time.

Note: Sixteen (16) periods of recess supervision equals one full day of compensatory time.

Number of Coaches

N. 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 th & 8 th Grade
6 th 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	9.5%			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

It is hereby agreed upon between the Houghton-Portage Twp. School Board and the Houghton-Portage Teachers Education Association that, if the school begins financially supporting the school softball program, the position of head softball coach and any assistants that may be added shall be paid the same rate as the corresponding track coaches provided the hours are similar.

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.

O. 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%
Lego League	1.1%
Math Counts-----	1.0%
MCTM -----	1.0%
Destination Imagination -----	1.27%
Science Olympiad -----	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 -----	2.55%
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. The above percentages are to be applied to Step 0 of the B.A. scale.

**If the Art teacher declines the position of Art Director for Fine Arts Festival the district may seek volunteer(s) to fill the position.

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

ARTICLE 24

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. (excluding the composition of school improvement committees established under section 1277 of the Revised School Code, 1976 PA 451, MCL 380.1277),

- B) The Master Agreement may not be modified in whole or in part except by mutual written agreement by the Association and the Board with the exception of modifications necessary to be in compliance with new or present State or Federal Laws.

ARTICLE 25

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 26

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 27

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.

ARTICLE 28

SCHOOL YEAR CALENDARS

Attached exhibit for 2012-2013 school year.

Make-Up Days

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

School Calendar 2012-13

Tuesday, September 4	Teacher In-Service
Wednesday, September 5	First Day of School
Friday, October 12	Area-wide Teacher In-Service Day
Friday, November 2	End of First Marking Period
Thurs. & Fri., November 8 & 9 days)	Parent Teacher Conferences (1/2
November 21	All Day In-Service
November 22 & 23	Thanksgiving Recess
Monday, Dec. 24 – Wednesday, Jan. 2	Winter Recess
Thursday, January 3	Classes Resume
Tues., Wed. & Thurs., Jan. 15, 16 & 17	Exam Days
Thursday, January 17	End of First Semester
Friday, January 18	Records Day
Thursday, February 21 day)	Parent Teacher Conferences (1/2
Friday, February 22	All Day In-Service
Tues., Wed., & Thurs., March 5, 6 & 7	Merit Exam Test Dates
Tues., Wed., & Thurs., March 19, 20 & 21	Merit Exam Make-Ups
Friday, March 22	End of Third Marking Period
Friday, March 29 – Friday, April 5	Spring Recess
Monday, April 8	Classes Resume
Friday, April 26	All Day In-Service

Monday, May 27

Memorial Day Recess

Friday, June 7

Last Day of School (1/2 day)

Monday, June 10

Records Day

DAYS OF INSTRUCTION

<u>First Semester</u>		<u>Second Semester</u>	
September	18	January	9
October	22	February	19
November	19	March	20
December	15	April	16
January	11	May	22
		June	5

Total Days of Instruction	176
Professional Days	5
Records Days	<u>2</u>
TOTAL CONTRACT DAYS	183

In the event of snow days or delays and other school closings that require make-up to be eligible for state aid, time will be added in June.

ARTICLE 29

Signature Page

The terms of such collective labor agreement are incorporated herein and by accepting and signing this contract, the parties agree to be bound by all such terms of this agreement.

FOR THE BOARD

FOR THE ASSOCIATION

DATE _____

DATE _____

LETTER OF UNDERSTANDING

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

1. The District agreed to provide the teaching staff with a designated parking area subject to parking identification criteria established by Administration.
2. The District will attempt to provide each staff member with his/her own classroom, subject to the District's staffing and flexibility needs.
3. The District will consider Association input on future construction projects which would address areas affecting teachers' personal needs.
4. The District agrees to provide the staff with IBM and Apple Computer training upon request.

FOR THE BOARD:

FOR THE ASSOCIATION:

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 _____

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 _____

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 _____

STEP II

Signature

Date

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 5 of the Master Agreement dated September 1, 2010 through August 31, 2012 will be strictly observed in the settlement of grievances.