

AGREEMENT

between

NORTH HURON BOARD OF EDUCATION

and the

TRI-COUNTY BARGAINING ASSOCIATION

and the

NORTH HURON EDUCATION ASSOCIATION

July 1, 2015 - June 30, 2019

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AGREEMENT

The Agreement entered into this 1st day of July, 2015, between the BOARD OF EDUCATION of the NORTH HURON SCHOOLS, KINDE, HURON COUNTY, MICHIGAN, hereinafter called "The Board" and the TRI-COUNTY BARGAINING ASSOCIATION/NORTH HURON EDUCATION ASSOCIATION, hereinafter called "the Association".

ARTICLE I - PREAMBLE

Recognizing that providing quality education is the paramount aim of the Board and the Association and that the character of such education depends largely upon the quality and morals of the teaching service, we hereby declare

WHEREAS, the Association recognizes that the Board, under law, has the final responsibility for establishing policies for the district; and

WHEREAS, the Board recognized that teaching is a profession; and

WHEREAS, the Board has a statutory obligation pursuant to Act 379 of the Michigan Public Acts of 1965, otherwise known as the Public Employment Relations Act (PERA) to bargain with the Association as the representative of its teaching personnel with respect to hours, wages and conditions of employment, and was duly certified as such exclusive representative by the Board on September 19, 1977; and

WHEREAS, following extensive professional negotiations between representatives of the parties, certain understandings were reached between representatives of the Board and of the Association concerning such matters.

NOW, THEREFORE, in consideration of the following mutual covenants, the Association and the Board hereby agree as follows:

ARTICLE II - RECOGNITION

The Board recognizes the Association as the sole and exclusive bargaining representative for all certified personnel employed by the Board, excluding administrators, the Superintendent, the Athletic Director, maintenance and custodial personnel, office workers, cooks, bus drivers, teacher aides or any other person employed who does not sign a standard tenure or non-tenure teaching contract.

ARTICLE III – RIGHTS OF THE BOARD

The Board hereby retains and reserves unto itself all powers and authority conferred upon it by the laws and Constitution of the State of Michigan and the United States. The parties recognize that the rights of the Board shall be limited only by the specific and express terms of this Agreement. The rights of the Board shall include by way of illustration, and not by way of limitation, the right:

To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees while they are on duty.

To hire all employees and, subject to the provisions of Law, to determine their qualifications, and the conditions for their dismissal or demotion; and to promote, and transfer all such employees.

To establish grades and courses of instruction.

To decide upon the means and methods of instruction.

To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers with respect thereto.

To adopt reasonable rules and regulations.

The Board further recognizes the valuable assistance to be gained in its responsibility of determining school policies from effective communication with the Association. Accordingly, it is agreed that representatives of the Board and the Association shall meet at least once each month to discuss school policies of legitimate concern to the Association and problems relating to the implementation of the Agreement. These meetings normally shall be held after school hours. The Board and the Association shall promptly establish rules or procedures for these meetings aimed at making them an efficient means of communication between the parties on such matters. In no event are such meetings to be used for discussion of existing grievances, matters properly within the jurisdiction of the established Professional Study Committee, or by either party to demand any modification of the provisions of this Agreement.

ARTICLE IV - FAIR EMPLOYMENT PRACTICES

With respect to the provisions of this Agreement, the Board agrees that neither it nor any of its administrators or agents shall discriminate against any teacher by reason of race, creed, color, national origin, sex, age, religion, marital status, political activities, or membership or participation in the activities of the Association or any other employee organization.

Discharge or discipline of a tenured teacher may be made only for reasonable and just cause.

ARTICLE V - EMPLOYMENT STANDARDS

The parties to this Agreement reaffirm the Board's exclusive authority to select and employ new professional personnel in the School District.

ARTICLE VI - RIGHTS OF THE ASSOCIATION

6.1 ACCESS TO BOARD INFORMATION

The Board agrees to furnish to the Association, upon reasonable request, such information concerning the financial resources of the School District, tentative budgetary requirements and allocations, and any other available information that will assist the Association in developing accurate, informed and constructive proposals (which may be made only at the times expressly permitted by this agreement) concerning the rates of pay, wages, hours of work, and other conditions of employment of teachers, together with such information that may be necessary for the Association to process efficiently any grievance in the grievance procedure.

The Association shall be advised by the Board, whenever possible, of any new or modified fiscal, budgetary, or tax programs which are proposed or under consideration and the Association shall be given a reasonable opportunity to consult with the Board with respect to the proposed annual budget prior to its adoption and general publication.

It is agreed and recognized, however, that except for expenditures contained in any annual budget which are required by the terms of this Agreement, the authority to adopt all parts of the annual budget of the School District of this agreement shall not be the subject of mandatory negotiation with the Association, nor subject to any proceeding under the grievance procedure.

6.2 USE OF SCHOOL FACILITIES

The Association, or any committee thereof, shall have the right to use school buildings and facilities without charge for professional meetings during times when the building is covered by the operating staff. Room clearance shall be made with the Principal involved three days in advance by written request which must state name of individual responsible.

The Association shall have use of all equipment at times and under procedures approved by the Principal or Superintendent of Schools. The Association agrees to reimburse the Board for any damage to equipment entrusted to its care and use.

All reasonable requests by the Association for use of office, lounge, equipment and workroom bulletin boards shall be granted.

School mail service shall be granted to the Association.

The Association agrees to pay for all materials used for its purpose.

6.3 PAYROLL DEDUCTIONS

(See Appendix H)

The Board agrees to continue to make voluntary payroll deductions, upon written authorizations therefore, from the salaries of teachers, for the following:

Additional Hospitalization Insurance;
Credit Union;
Life Insurance Premiums;
MESSA and other established tax-deferred annuity plan premiums and agrees to disburse these deductions for the purpose intended; and
Other mutually agreed upon deductions.

Procedures for these payroll deductions shall be established by the Superintendent of Schools.

6.4 RELEASED TIME FOR CONTRACT NEGOTIATIONS

The Board agrees that Association members engaged during the school day in negotiations on behalf of the Association with the Board during the term of this Agreement shall be entitled to released time, as needed, without loss of salary; provided, the Association agrees to meet for purposes of negotiations on off-duty time at least to the same extent as on released time.

The released time referred to in the above paragraph shall be for a maximum of five teachers representing the Association. Exceptions to this limit may be permitted under special circumstances.

The released time permitted under this paragraph shall have no application to time spent by Association representatives in utilization of the grievance procedure.

6.5 RELEASED TIME FOR ASSOCIATION ACTIVITIES

Officers, chairman, or designated representatives of the Association shall be granted a total of seven (7) days per school year, with pay, to participate in area, regional, state, and national organizational or business activities of the Michigan Education Association and/or National Education Association and such business that is necessary to fulfill the function of the Association to the extent allowed and applicable under the law. The Association shall pay for the total cost of the substitute teacher and such substitute shall be determined by the Board representatives. Requests for this shall come in writing through the Association President at least five (5) working days in advance of the date requested.

ARTICLE VII - REDUCTION OF PERSONNEL

- 7.1 Teachers must meet any and all certification/qualification requirements imposed by state or federal law including requirements of the No Child Left Behind Act.

Except in cases of emergency, reinstatement shall occur at the beginning of the school year or at the beginning of the second semester. Emergencies to be defined as: death of a teaching staff member, serious illness or disability, the leaving of a teaching staff member, or the implementation of a new program.

- 7.2 Any layoff pursuant to this Agreement shall automatically terminate the teacher's employment contract and all benefits allowed therein including all benefits under this Master Agreement, and shall be reinstated in full upon employment, provided that all fringe benefits for teachers completing a full contract year of employment shall continue until August 31 of that contract year. Fringe benefit coverage will be pro-rated for teachers teaching less than a full year.
- 7.3 The Board shall give no less than fifteen (15) calendar days notice to the teacher being laid off.
- 7.4 In the event that this District shall be combined with one or more districts, the Board will use its best effort to assure the continued recognition of the Association and the continued employment of its members in such consolidated district.

- 7.5 A committee comprised of the Association's President, Secretary and Treasurer will meet with the Board representatives to discuss a possible reduction of positions due to a decrease in school finances, a decrease in the students or other unforeseen needs for a decrease in teaching positions. The committee shall make recommendations and the recommendations shall be presented to the Board at a Board Meeting. Exceptions to this procedure includes specialized classes such as Art, Special Education, Kindergarten, or other such areas where the number of students involved from year to year determines the number of teachers needed.
- 7.6 For the purposes of this article, a vacancy is defined as a regular position that is known to require the services of an employee for sixty-one (61) work days or more.
- 7.7 Notwithstanding any other article of this agreement, the administration shall not be required to post notice of any vacancy if there are teachers on layoff certified and qualified for placement therein. Teachers must meet all certification/qualification requirements imposed by state or federal law including requirements of the No Child Left Behind Act.
- 7.8 For all other issues dealing with reduction of personnel, see Michigan Public Act No. 102 of 2011 (Appendix I).

ARTICLE VIII - SCHOOL IMPROVEMENT COMMITTEE

8.1 GENERAL PROVISIONS

The Board and the Association recognize that the school instructional program and related matters need continuing study and improvement.

It is further agreed that the parties shall cooperate in an on-going study to assist the Board whereby it may bring about desirable changes and innovations in teaching methods and techniques, class composition, curriculum, and any other phases of the instructional program. Therefore, the Association agrees to establish a School Improvement Committee to provide effective consultation with and assistance to the Board to make needed improvements in the school instructional program which it determines are feasible. Additional ad hoc subcommittees are established as necessary.

8.2 NATURE OF COMMITTEE

Teacher representatives to the SIC are to be selected by the Association and together with the Board shall develop operating rules for effective consultation with the Board.

When meetings are held with the Board's approval during school hours, these days shall count as teaching days. If extensive consultation or development of the school instructional program requires summer or other vacation participation, the Board agrees to make appropriate compensation for the time involved at the rate of \$14.00 per hour.

8.3 FUNCTION OF COMMITTEE

The parties agree that the School Improvement Committee serves in an advisory, consultative, and fact-finding capacity.

ARTICLE IX - GRIEVANCE PROCEDURE

- 9.1 A grievance shall be defined as a claim by the Association (hereinafter "grievant") of an alleged violation of the expressed terms and conditions of this contract.
- 9.2 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.
- 9.3 The term "days" as used herein shall mean days in which school is in session.
- 9.4 Written grievances as required herein shall be submitted on the form attached as Appendix E and shall:
1. Be signed by the Association President or Grievance Committee Chair;
 2. Be specific;
 3. Contain a synopsis of the facts giving rise to the alleged violation;
 4. Cite the section or subsections of this contract alleged to have been violated;
 5. Contain the date of the alleged violation;
 6. 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.

9.5 Level One

The Association alleging a violation of the express provisions of this contract shall, whenever possible, first discuss the matter orally with the building Principal. If the above procedure does not result in settlement of the matter, the Association shall then submit the grievance formally on the form appended to this contract. The formal filing of a grievance must take place within ten (10) days of the occurrence of the event giving rise to the grievance. The Principal shall have five (5) days in which to respond, in writing, to the formal grievance. If the matter is not resolved at Level One, the grievant may then process the grievance to Level Two, as specified below.

Level Two

A copy of the written grievance shall be filed with the Superintendent or designated agent as specified in Level One with the endorsement thereon of the approval or disapproval of the Association. Within five (5) days of receipt of the grievance, the Superintendent or designated agent shall arrange a meeting with the designated Association representative. Within five (5) days of the discussion, the Superintendent or designated agent shall render his decision in writing, transmitting copies of the same to the Association secretary.

If no decision is rendered within five (5) days of the discussion, or the decision is unsatisfactory to the Association, the Association shall within five (5) days appeal same to the Board of Education by filing such written grievance along with the decision of the Superintendent with one officer of the board in charge of drawing up the agenda for the Board's next regularly scheduled Board meeting.

Level Three

Upon proper application as specified in Level Two, the Board shall allow the Association representative an opportunity to be heard at the meeting for which the grievance was scheduled. Within one (1) month from the hearing of the grievance, the Board shall render its decision in writing. The Board may hold future hearings therein or otherwise investigate the grievance provided, however, that in no event except with express written consent of the Association, shall final determination of the grievance be made by the Board more than one (1) month after the initial hearing.

Copies of the written decision of the Board shall be forwarded to the secretary of the Association.

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 (10) 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.
2. Neither party may raise a new defense or ground at Level Four not previously raised or disclosed at other written levels.
3. The decision of the arbitrator shall be final and conclusive and binding upon employees, the Board and the Association. Subject to the right of the Board or the Association to judicial review, any lawful decision of the arbitrator shall be forthwith placed into effect.
4. Powers of the arbitrator are subject to the following limitations:
 - a. He/she shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
 - b. He/she shall have no power to establish salary scales.
 - c. He/she shall have no power to change any practice, policy or rule of the Board nor substitute his judgment for that of the Board as to the reasonableness of any such practice, policy, rule or any action taken by the Board, except as the same are conditioned by this Agreement.
 - d. He/she shall have no power to interpret state or federal law.
 - e. He/she shall not hear any grievance barred from the scope of the grievance procedure.
 - f. More than one grievance may not be considered by the arbitrator at the same time except upon expressed written mutual consent and then only if they are of similar nature.
 - g. Where no wage loss has been caused by the action of the Board complained of, the Board shall be under no obligation to make monetary adjustments and the arbitrator shall have no power to order one.
 - h. Arbitration awards or grievance settlements will not be made

retroactive beyond the date of the occurrence or non-occurrence of the event upon which the grievance is based.

- i. Should a grievance concern teacher evaluation, the arbitrator shall be confined to dealing with matters of evaluation procedure.
- 9.6 The fees and expenses of the arbitrator shall be shared at the rate of 50% for the Association and 50% for the Board.
- 9.7 Should a teacher fail to institute a grievance with the time limits specified, the grievance will not be processed. Should a teacher fail to appeal a decision within the limits specified, or leave the employment of the Board, (except a claim involving a remedy directly benefiting the grievant regardless of the grievant's employment), all further proceedings on a previously instituted grievance shall be barred.
- 9.8 All preparation, filing, presentation or consideration of grievances shall be held at times other than when a teacher or a participating Association representative are to be at their assigned duty stations.
- 9.9 The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.
- 9.10 Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.

ARTICLE X - TEACHER RIGHTS & PROTECTION

10.1 BOARD SUPPORT OF TEACHERS IN PERFORMANCE OF DUTIES

1. The Board recognizes its responsibility to continue to give reasonable support and assistance to all teachers with respect to the maintenance of control and discipline in the classroom.
2. The Board acknowledges that exceptional children require special education by specifically certified and qualified teachers. Therefore, the Board agrees to continue to seek methods of expanding appropriate programs to serve such children.
3. Any assault by a child upon a teacher shall be promptly reported to the immediate supervisor. In the event of such an assault, or if a teacher is

complained against or threatened with civil court action by reason of disciplinary action taken against a student, the teacher involved may, through the Association, request assistance from the Board in such matter, including financial aid for the services of legal counsel. The Board's decision pertaining to such a request for assistance shall be final.

4. The Association agrees that all teachers shall observe rules respecting punishment of students as established by the Board or required by law.
5. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property of pupils and the Board, but shall not be responsible for loss or damage to any such property when such property loss or damage is not the fault of the teacher. The Board shall provide comprehensive liability insurance protection under the liability policy now carried by the Board for all teachers in its employ, with limits of \$100,000 for a single injury, \$200,000 for single occurrence, and \$100,000 for the property of third parties, against damages arising out of the negligence of any teacher while acting within the scope of the teacher's duties as such, subject to the exclusions contained in such policy. The Board shall continue to carry worker's compensation insurance coverage for all teachers in the manner required by the laws of Michigan. Insurance carriers are to be selected by the Board.
6. No teacher shall be required to administer any first aid or medication prescribed for a student.
7. No teacher shall be required to transport any child for any reason.

10.2. PERSONAL AND PRIVATE LIFE

The private and personal life of a teacher is not within the concern of the Board unless it produces an adverse affect upon the District or the employee's job performance.

10.3 PERSONAL PROPERTY OF TEACHERS

The Board shall reimburse a teacher, in an amount not to exceed \$100.00 for loss, damage, or destruction, while on duty in the school, of his/her personal property of a kind normally worn or brought into the school building when the same has not been caused by negligence of a teacher. This obligation shall not encompass wear, tear, or gradual deterioration of property or loss of money.

10.4 MONITORING

All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. Closed-circuit television, public address or audio systems, and similar devices shall be used only with the full knowledge of the teacher. There shall be no monitoring of the lounges and workrooms.

Videotapes, if used in evaluations, will be erased after review and discussion with the supervisor. It is expressly understood that tapes are to be used in assisting the improvement in the teacher's performance, and will not be used as evidence in any dismissal proceedings.

10.5 REVIEW OF PERSONNEL FILE

1. Each teacher shall have the right upon request to review the contents of his own personnel files maintained by the District. A representative of the Association may, at the teacher's request, accompany the teacher in this review. The review shall be made in the presence of the administrator responsible for the safekeeping of these files.
 2. Privileged information such as confidential credentials and related personal references normally sought at the time of employment are specifically exempted from review. The administrator shall, in the presence of the teacher's authorized representative, remove these credentials and confidential reports from the file prior to a review of the file by the teacher.
 3. All communications, including evaluations by District administrators, commendations, and validated complaints directed toward the teacher, shall be called to the teacher's attention prior to their inclusion in the teacher's personnel file.
 4. When being disciplined, a teacher shall not be disciplined in an arbitrary or capricious manner. A teacher may not be disciplined, reprimanded, reduced in rank or compensation, or deprived of professional advantage except for just cause. A teacher who is to be disciplined or reprimanded will be entitled to have a representative of the Association present.
- 10.6. Teachers shall not supervise other teachers. Exceptions to this policy may be made when mutually agreeable for such purposes as chairing committees and leading departmental meetings.

10.7. RELIEF FROM SUBSTITUTE RESPONSIBILITY

Teachers shall not be required to assume the responsibilities of absent teachers except in short-term emergencies. In the event that this assistance is required, teachers shall be compensated at the rate established in section 15.8.

The Board and the Association agree that in no case shall the teacher be responsible for providing a substitute teacher. The Board agrees to make every reasonable effort to provide qualified substitute teachers when needed.

ARTICLE XI - EVALUATION OF TEACHERS

(See Michigan Public Act No. 103 of 2011 – Appendix J)

ARTICLE XII - VACANCIES, PROMOTIONS & TRANSFERS

12.1 PROMOTIONS, REASSIGNMENTS AND TRANSFERS

The Board and the Association recognize that an optimum educational environment includes a teacher who is working within his/her area of special competence and in the school setting best suited to his/her personal circumstances. Therefore, the Board shall provide opportunities for teachers to express their desires for changes in assignment. Procedures shall be established to explore such expressed interests as described in the following sections:

1. PROMOTIONS

For the purposes of this Article, a promotion shall mean a change to an administrative or supervisory position.

a. During the School Year:

Notices of all such vacancies and newly created positions shall be prominently posted in an appropriately designated place in each school or department for not less than six (6) teaching days prior to the closing date for filing applications as soon as the vacancy or new position is determined to exist. In emergencies the Board may fill positions on a temporary basis without giving notice, provided that the position shall be posted and permanently filled by the beginning of the next semester.

Notices of such vacancies and newly created positions shall include academic and experience requirements, personal skills, responsibilities of the position, the date position is to be open, and instruction for filing application.

b. During a time when school is not in session:

Notices of all such vacancies, and newly created positions shall be mailed to all teachers who have previously expressed an interest, in writing, in such positions and who meet the qualifications therefore. It shall be the responsibility of the teacher to keep the District informed of the teacher's current address. Notices of vacancies resulting from retirement shall be posted after the retirement is announced and accepted by the Board.

12.2. REASSIGNMENTS AND TRANSFERS

For the purpose of this Article, a reassignment shall mean a change in teaching subject or grade level, or to an assignment other than as a classroom teacher, and a transfer shall mean a change in teaching assignment.

1. Notices of opportunities for reassignment to other than classroom teaching positions for the next school year shall be announced according to the same procedure described above regarding promotions.
2. Notices of opportunity for reassignment or transfer to other grade levels or teaching subject assignments shall be posted periodically as they develop. Instruction for application for such reassignments shall be posted periodically as they develop. Instruction for application for such reassignments or transfers shall be included in the notice.
 - a. Any vacancy which occurs will be posted and filled in accordance with Article XII, Section 12.2 without undue delay once the vacancy becomes known to the district. Any position vacated by a teacher who is awarded a vacancy shall be filled temporarily and posted within ten (10) days as a vacancy for the ensuing school year.
3. Involuntary transfers will be minimized and avoided whenever possible. The Superintendent or his/her designee has the authority to make interim appointments and will notify the Association and affected teacher of the reasons for said transfer.

ARTICLE XIII - LEAVES OF ABSENCE

13.1. PROFESSIONAL CONFERENCES

In the belief that attendance at professional meetings is desirable to maintain and improve professional competence and proficiency, and to enhance the educational program of the school district, teachers shall be encouraged to participate in such meetings.

Respecting the uniqueness of each building and/or department, the Board agrees that funds as budgeted shall be provided for such purposes in proportion to the number of teachers and the particular needs of each building or department. A formula by which conference expense funds and substitute teacher allowances are to be allocated shall be developed promptly by the Board in concert with the School Improvement Committee.

Travel, meals, lodging and registration shall be deemed appropriate expenses reimbursable by the Board as shall the cost of substitute teachers needed to relieve participants.

Approved professional conference days shall count as teaching days.

13.2. VISITING DAY

Upon recommendation of the Principal and approval of the Superintendent, one visiting day per school year for educational purposes may be granted to any teacher. The Association recognizes that the intent of the Board in providing this day is to allow teachers an opportunity to acquaint themselves with outstanding examples of educational projects or facilities which should result in benefits to the North Huron program.

An approved visiting day shall count as a teaching day.

13.3 LEAVE OF ABSENCE

1. Certified personnel shall be credited with twelve (12) days of sick leave at the inception of the school year, to be accumulated to an unlimited number. Teachers may use three (3) sick days for personal business. Should a teacher's employment terminate during the school year, that

teacher will receive a proportionate deduction from their final paycheck for any used, but unearned, sick leave. After three (3) consecutive days of absence, due to illness, the employee may be required by the administration to present a doctor's statement that they are physically able to return to work.

Only personal illness or disability and/or emergency medical procedures are covered by this sick leave policy. Routine health examinations, dental appointments, or surgical procedures which might be scheduled during vacation period shall not be covered.

- a. A teacher may use sick leave to recover from their own illness or disability, which shall include all disabilities caused or contributed to by pregnancy, and related conditions.
- b. A teacher whose illness extends beyond the number of sick days he/she has accumulated, shall be granted an unpaid leave of absence for the duration of such illness or disability, for a period up to one (1) year.

The teacher may be required, as a condition of the foregoing leave, to provide medical evidence of the illness or disability. Upon request from the teacher, the leave may be renewed or extended at the discretion of the Board.

2. Extended Leaves

a. Child Care Leave

Childcare leave is available to teachers. At the option of the individual teacher, the period of childcare leave may encompass a period of anticipated disability as well as a period of childcare. The leave shall be unpaid and shall not exceed one (1) year, renewable at the discretion of the Board.

b. Military Leave

A leave of absence for military service without salary shall be granted to any teacher under contract who enters any branch of the armed services of the United States for an extended period of duty. These teachers shall be entitled to all rights of re-employment by the Board as provided by State and Federal Law.

c. Exchange Teacher Leave

With the approval of the Board, leave for exchange teacher positions may be granted to tenure teachers, subject to the conditions prescribed by Section 1234 of the Revised School Code.

d. General provisions for Extended unpaid leaves:

- i. Such leaves are to be without compensation or experience credit.
- ii. Application for such leaves are to be made at least one month in advance of the anticipated commencement of leave. The request shall specify the desired beginning and ending dates of the leave. As nearly as possible, the beginning and ending dates of the leave shall conform to trimesters or marking periods.
- iii. Return to duty from extended leaves of absence shall be subject to the following conditions:
 - (1). Satisfactory evidence of physical and mental health shall be filed with the Board as directed before the teacher is returned to duty from an extended illness leave.
 - (2). There is no guarantee that any teacher shall be returned to a specific building, grade level or special assignment at the conclusion of a period of absence exceeding one semester. The Board shall, however, make every effort to return a teacher who has been on an extended leave of absence to the same or comparable job to that held before the leave.

e. FMLA

Under the Family and Medical Leave Act, a teacher may request up to a total of 12 workweeks of unpaid leave within one calendar year for one or more of the following reasons:

- For the birth of a son or daughter, and to care for the newborn child;
- For the placement with the employee of a child for adoption or foster care, and to care for the newly placed child;
- To care for an immediate family member (spouse, child, or parent – but not a parent “in-law”) with a serious health condition; and
- When the employee is unable to work because of a serious health condition.

All accrued sick leave days will be used congruently with FMLA leave.

3. Personal business days shall be approved for legal business, funerals not covered under sick leave, weddings of relatives or close friends, out-of-county doctor and dentist appointments.

4. Bereavement Days

When death occurs in an employee's immediate family, the employee upon request will be excused for five (5) normally scheduled teacher workdays (excluding Saturday and Sunday) following the date of death. Immediate family is defined as spouse, child, step-child, parent, step-parent, brother, step-brother, sister, step-sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparent, step-grandparent, grandchild, step-grandchild, or a person who stands in place of the immediate family of the teacher. When death occurs to an aunt or uncle of the employee or the employee's spouse, the employee upon request will be excused for one (1) normally scheduled teacher workday. Bereavement days exceeding the first three (3) days shall be deducted from the employee's sick leave.

Days in addition to those noted above may be granted by the Superintendent upon a teacher's request.

13.4. Illness in the Immediate Family

A teacher may use any/all of his/her sick leave days within a school year to care for a member of the immediate family. Immediate family is defined as spouse, child, step-child, parent, step-parent.

A teacher may use up to a maximum of 10 sick leave days within a school year to care for extended family members. Extended family is defined as brother, step-brother, sister, step-sister, grandparent, step-grandparent, grandchild, step-grandchild, or a person who stands in place of the immediate family of the teacher.

13.5 Jury Duty

A teacher who is called for jury duty during school hours who is subpoenaed to testify during school hours in a judicial or administrative matter, or who shall be asked to testify in any arbitration or fact finding concerning North Huron Schools, shall be paid his/her salary less jury or witness fee for such time spent on jury duty or giving testimony.

13.6 Retirement

Whenever possible, written notification of intent to retire will be given to the Superintendent by April 1st of the school year in which the teacher(s) plans to retire.

ARTICLE XIV - TEACHING CONDITIONS

14.1. PHYSICAL ENVIRONMENT

To protect the health, welfare, and safety of student, the Board shall observe the specified capacity of each teaching station. There shall be a continued alertness to prevent hazardous conditions at all times in all buildings. The preservation of safe, wholesome, and pleasant surroundings shall be a paramount concern of both the Board and the Association.

The arrangement of furnishings in the classroom shall be for the optimum educational setting as determined by the teacher in concert with the Principal.

Insofar as possible, lounges, conference rooms and lavatories shall be conveniently available for teachers. Lounges and conference rooms shall not be used for regularly scheduled meetings without prior consultation with the building faculty. The Board agrees to meet and confer with the Association to seek mutually acceptable solutions where these conditions do not exist.

14.2. CALENDAR

(See Appendix D)

14.3. SNOW DAYS

Scheduled days of student instruction which are not held because of conditions not within the control of school authorities such as inclement weather, fires,

epidemics, mechanical break downs, or health conditions as defined by the city, county or state health authorities, will be rescheduled to insure the required amount of student contact hours as per State law. Teachers will receive their regular pay for days which are canceled but shall work on any rescheduled days with no additional compensation.

1. The parties agree to meet in an effort to mutually agree on when any make up days/hours should occur. In the event they are unable to agree, the days/hours will be added on to the end of the calendar set forth in Appendix D.
2. Should a day be rescheduled and insufficient students attend to count it as day of instruction, teachers will not be obligated to attend a subsequent rescheduling of the day without being paid at their daily rate.
3. It is understood and agreed that in the event that the rescheduling of the days/hours at the end of the school year interferes with a teacher's scheduled return to school to upgrade his or her skills, the teacher may:
 - a. use his or her personal leave
 - b. use his or her sick leave or
 - c. apply for unpaid leave time.
4. Should the provisions of the state law be altered, the above provisions shall reflect the number of days required by the state

14.4 THE SCHOOL DAY

The Board shall recognize the following right and responsibilities of teachers as it sets the schedules for the school day:

A teacher shall be required to report for duty no earlier than five minutes before the start of the student school day (7:55 a.m.) and remain no longer than fifteen minutes after the end of the student day (3:15 p.m.) except for parent or professional meetings. On Fridays and days vacation begin, teachers may leave their respective buildings as soon as the busses have left.

A teacher shall have a thirty (30) minute lunch period, free from duty, unless an emergency otherwise requires. In the event a teacher is called to assume an emergency responsibility, said teacher shall be compensated at the rate defined in Section 15.8 or they shall be given compensation time.

In grades 7-12 the teacher workday shall include not more than six (6) teaching periods.

A teacher shall be expected to attend all regularly scheduled professional meetings (e.g., building meetings, institutes, and professional organization meetings).

The Board and the Association agree that some supervisory responsibilities shared among the teachers on an equitable basis are necessary at student functions. The Principal shall determine to which of those events teacher attendance is expected, which are eligible for extra compensation, and from which teachers may be excused.

Assignments which are beyond this description of the school day and which are in excess of the basic professional responsibility shall be compensated in accordance with the extra-pay (for extra-duty) policy in the Salary Schedule.

When an extended school day program is in existence, the employee involved shall not be required to be on duty longer than would be expected under the regular school program.

14.5. CALENDAR OF PROFESSIONAL STAFF MEETINGS

The Association shall be consulted by the Board in its construction of the Calendar of Professional Staff meetings.

The calendar shall provide release time (*) for six (6) after school organizational meetings of the Association per school year.

*Release time means to be released from the 15 minutes requirement of being available in the classroom after the students are dismissed and that the Association meetings may start immediately after the students are dismissed from school.

14.6. FACULTY MEETINGS

Building faculty meetings, department meetings, and/or system-wide meetings shall be called only when necessary to insure the efficient functioning of the school program. No more than two (2) building meetings with the building principal will be scheduled per month before or after the student day for staff meetings. No more than one (1) district wide meeting with the Superintendent will be scheduled per trimester. Staff meetings and district-wide meetings will be limited to 60 minutes per

meeting. This does not include “EMERGENCY” 10 minute meetings i.e.: teacher or student death; student accident, etc. or IEPC meetings.

14.7. RELIEF FROM NON-TEACHING DUTIES

A teacher's primary responsibility is to teach and the teacher’s energy should be utilized to this end. The Board and the Association recognize that teacher aides and clerical employees are useful and necessary in order to implement this principle.

Where other reasonable means can be implemented, teachers shall not be expected to perform the many quasi-clerical tasks that have become a part of the school program. Examples are: collection of moneys (e.g., for pictures, shop fees, insurance premiums); milk distribution; inventorying of books; typing tests and duplicating educational materials; and the preparation and sending of form letters to parents.

14.8. ALLEVIATION OF OVERCROWDED CONDITIONS

The Board and the Association recognize that the availability of optimum school facilities for both student and teacher is desirable to insure the high quality education that is the goal of both the teacher and the Board.

14.9. Because the pupil-teacher ratio is an important aspect to an effective educational program, the parties agree to review class sizes. In grades K – 6/ self contained classrooms where class size exceeds thirty (30) students, the teacher will be paid \$4.00 per student per day excluding physical education, band, music and elementary art. Less than a full day will be prorated. In grades 7 – 12 the parties agree that the class size should meet the following standards:

7 th – 12 th Grade total number of students per teacher per day:
1/5 teacher = 30 students/day
2/5 teacher = 60 students/day
3/5 teacher = 90 students/day
4/5 teacher = 120 students/day
5/5 teacher = 150 students/day

Secondary class size per hour will be capped at 35 students. In the event a class size is over the standard for five consecutive days after the first day of each trimester, based on actual student attendance; the teacher will be paid \$3.00 per pupil per day, excluding physical education, band, and music .

Special education teachers with class membership above the State guidelines for class load (excluding TCs); will be compensated at \$3.00 per student per day.

In the K-6 area, the parties agree that the younger the child the greater the importance of smaller class sizes. If a problem develops regarding class sizes at this level, the Board and teacher representatives shall meet in an effort to reach a satisfactory solution which may include the employment of additional part time paraprofessional staff.

When assigning special needs students to regular classrooms, the Board will exercise special consideration of class sizes and assign aides where necessary for medical/physical reasons. Equal distribution among classes of special needs students shall be coordinated through the special needs teacher, classroom teacher, and the administration. Neither party to this agreement nor shall the agreement itself operate or foster physical or mental stereotypes.

14.10. PREPARATION TIME

Because teacher preparation time is an important aspect to an effective educational program, an average of 240 minutes of preparation time will be provided to each teacher per week over the course of each school year. Elementary preparation time may include, but not be limited to blocks of time for art, music, physical education and the like. In the event of financial constraints, this section may be temporarily set aside.

Teachers will not be required to attend intervention meetings or special education meetings which are held during the affected teacher's preparation time.

ARTICLE XV - SALARY SCHEDULE AND OTHER BENEFITS

15.1 SALARY SCHEDULES

The salary schedules of teachers covered by this Agreement, and conditions governing such schedules, are set forth in Appendix A to this agreement which is attached hereto and made a part hereof.

15.2. LONG SERVICE INCREMENTS

1. General Provisions

\$350.00 to be paid starting with the 12th year, 16th year, 21st year and 26th year of service to North Huron Schools.

Long Service Pay

Year 12 - \$350.00
Year 16 - \$350.00

Year 21 - \$350.00
Year 26 - \$350.00

15.3. Required tuberculosis examination shall be filed annually by each teacher or as required by law.

15.4. Each teacher shall be entitled to receive his/her salary according to one of the following plans, at the option of the teacher. Pay shall be distributed to each teacher every second Friday commencing with the second Friday following the commencement of the school year. Those teachers choosing either options 2 or 3 below shall normally receive the 20th pay on the final teacher duty day of the school year, but in no case later than the following Friday.

The parties recognize that electronic transfer processes can be an efficient and cost saving alternative to the use of the traditional payroll checks as a means of meeting payroll obligations of the Board. The Board may, in its discretion and upon 30 days written notice to the Association and all affected bargaining unit members, implement electronic transfer or other like processes for payroll purposes. The Association agrees to offer all reasonable cooperation to the Board in its efforts to implement electronic transfer processes. Option 3 will only be available to laid-off teachers. The pay plan options are as follows:

1. Total salary to be issued in twenty-six (26) equal gross pays.
2. Total salary to be issued in twenty (20) equal gross pays.
3. Total salary to be issued in twenty-six (26) equal gross pays with the option to collect the balance of the salary with the twentieth (20) pay.

15.5. CREDIT FOR OUTSIDE EXPERIENCE

It was agreed that beginning with the 1995-96 school year, the Board would grant six (6) years credit for outside experience for all incoming teachers, not to be retroactive. In areas of teacher shortage, the Board and the Association shall have representatives meet to approve an exception and extend beyond the six (6) years credit for outside experience to fill a position.

15.6. The Board shall compensate extra duty responsibilities in lump-sum payments, payable within a reasonable period of time after completion but shall not exceed three (3) weeks following the last responsibility of the advisor/coach. Unless otherwise requested by the individual teacher, compensation for summer extra duty will be issued in a lump-sum payment in August. All such lump-sum installments will be paid in a check separate from normal payroll wages.

15.7. SICK LEAVE REIMBURSEMENT

It is agreed that whenever a teacher retires or resigns from the system, they shall receive forty (\$40.00) dollars per day for all unused sick leave accumulated while employed by the North Huron Schools.

15.8. PROFESSIONAL COMPENSATION

The hourly rate, as established below, is to be utilized where a teacher performs duties, authorized by the Administration, that fall outside the provisions of this Agreement pertaining to extra duty pay. The hourly rate formula shall be as follows: Contract days times 7.5 hours = Total contract hours. Base contract divided by total contract hours equals hourly rate.

Computation: Work days x 7.5 hours = total hours
Contract pay of BA Base contract divided by total hours = hourly rate.

ARTICLE XVI - STRIKE PROHIBITION

The Association recognizes that strikes (as defined by Section 1 of Public Act 336 of 1947, as amended, of the Michigan Public Employment Relations Act) 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 this Agreement it shall not direct, instigate, participate in, encourage, or support any strike against the Board by any teacher or group of teachers.

ARTICLE XVII - MATTERS CONTRARY TO AGREEMENT

This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with terms contained in any individual teacher contracts heretofore in effect. All individual teacher contracts shall be made expressly subject to the terms of this Agreement.

ARTICLE XVIII - AGREEMENTS CONTRARY TO LAW

If any provisions of this Agreement or any application of the Agreement to any teacher or group of teachers shall be found contrary to law, then this provision or

application shall be deemed invalid except to the extent permitted by law, but all other provisions hereof shall continue in full force and effect.

ARTICLE XIX - DURATION

This Agreement and all of its provisions (subject to any provisions hereof which are expressly stated to become effective at a later date) shall become effective upon the ratification of both parties. Notwithstanding the foregoing, however, this Agreement shall not become effective until it is:

Ratified by a majority of the members of the Association voting at a meeting duly called for such purpose and

Approved by the Board of Education of the North Huron Schools by resolution duly adopted.

This Agreement shall continue in full force and effect from July 1, 2015, to and including June 30, 2019owi.

Neither party shall demand any modifications to this Agreement; nor shall either of them be obligated to bargain collectively with the other with respect to any subject or matter referred to, any subject or matter not specifically referred to or covered herein, even though the same may not have been within the knowledge or contemplation of either party at the time of negotiations of this Agreement, unless the right to request subsequent negotiations as to a specific matter is expressly provided herein.

This contract may be amended in the following manner: by a unanimous vote of the Negotiations Committee and the Board Negotiations Committee; such action to be subject to an affirmative vote of both the Association and the Board. Any notices required hereunder shall be sufficient if mailed:

TO THE BOARD: c/o Secretary of the Board of Education
North Huron Schools
P.O. Box 158
Kinde, Michigan 48445

TO THE TCBA: President of the Tri-County Bargaining Association
at an address provided thereby.

TO THE NHEA: President of the North Huron Education Association

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

FOR THE ASSOCIATION

FOR THE BOARD

President

President

Negotiator

Secretary

Negotiator

Superintendent

Negotiator

APPENDIX A - SALARY SCHEDULE**2015-2016 Salary Adjustment ½% (one half percent)**

Step	BA	BA+20	BA+40 or MA	BA+ 70 or MA+ 15	MA+30
0	34,910	35,901	37,325	38,371	39,398
1	36,702	37,620	39,198	40,237	41,260
2	38,502	39,346	41,074	42,106	43,125
3	40,293	41,063	42,951	43,971	44,991
4	42,091	42,783	44,824	45,841	46,855
5	43,874	44,505	46,699	47,710	48,719
6	46,251	46,960	49,312	50,312	51,321
7	48,045	48,680	51,185	52,182	53,206
8	49,839	50,403	53,170	54,066	55,101
9	51,646	52,537	55,101	55,995	57,031
10	53,461	54,469	57,000	57,924	59,008
11	55,289	56,398	58,907	59,861	60,890

1. Up to six (6) years credit will be granted for outside experience.
2. Horizontal movement on the salary schedule must be based on graduate or under graduate hours in an approved curriculum following approval of the District Superintendent.
3. In addition to the ½% base wage increase reflected above, each association member shall receive a yearly \$1000.00 off schedule performance bonus, pro-rated according to employment percentage, payable before the end of the first semester.

2016-2017 Salary Adjustment ½% (one half percent)

Step	BA	BA+20	BA+40 or MA	BA+ 70 or MA+ 15	MA+30
0	35,085	36,081	37,512	38,563	39,595
1	36,886	37,808	39,394	40,438	41,466
2	38,695	39,543	41,279	42,317	43,341
3	40,494	41,268	43,166	44,191	45,216
4	42,301	42,997	45,048	46,070	47,089
5	44,093	44,728	46,932	47,949	48,963
6	46,482	47,195	49,559	50,564	51,578
7	48,285	48,923	51,441	52,443	53,472
8	50,088	50,655	53,436	54,336	55,377
9	51,904	52,800	55,377	56,275	57,316
10	53,728	54,741	57,285	58,214	59,303
11	55,565	56,680	59,202	60,160	61,194

1. Up to six (6) years credit will be granted for outside experience.
2. Horizontal movement on the salary schedule must be based on graduate or undergraduate hours in an approved curriculum following approval of the District Superintendent.
3. In addition to the ½% base wage increase reflected above, each association member shall receive a yearly \$1000.00 off schedule performance bonus, pro-rated according to employment percentage, payable before the end of the first semester.

2017-2018 Salary Adjustment ½% (one half percent)

Step	BA	BA+20	BA+40 or MA	BA+ 70 or MA+ 15	MA+30
0	35,260	36,261	37,700	38,756	39,793
1	37,070	37,997	39,591	40,640	41,673
2	38,888	39,741	41,485	42,529	43,558
3	40,696	41,474	43,382	44,412	45,442
4	42,513	43,212	45,273	46,300	47,324
5	44,313	44,952	47,167	48,189	49,208
6	46,714	47,431	49,807	50,817	51,836
7	48,526	49,168	51,698	52,705	53,739
8	50,338	50,908	53,703	54,608	55,654
9	52,164	53,064	55,654	56,556	57,603
10	53,997	55,015	57,571	58,505	59,600
11	55,843	56,963	59,498	60,461	61,500

1. Up to six (6) years will be granted for outside experience.
2. Horizontal movement on the salary schedule must be based on graduate or undergraduate hours in an approved curriculum following approval of the District Superintendent.
3. In addition to the ½% base wage increase reflected above, each association member shall receive a yearly \$1000.00 off schedule performance bonus, pro-rated according to employment percentage, payable before the end of the first semester.

2018-2019 salary adjustment ½% (one half percent)

Step	BA	BA+20	BA+40 or MA	BA+ 70 or MA+ 15	MA+30
0	35,436	36,442	37,889	38,950	39,992
1	37,255	38,187	39,789	40,843	41,881
2	39,082	39,940	41,692	42,742	43,776
3	40,899	41,681	43,599	44,634	45,669
4	42,726	43,428	45,499	46,532	47,561
5	44,535	45,177	47,403	48,430	49,454
6	46,948	47,668	50,056	51,071	52,095
7	48,769	49,414	51,956	52,969	54,008
8	50,590	51,163	53,972	54,881	55,932
9	52,425	53,329	55,932	56,839	57,891
10	54,267	55,290	57,859	58,798	59,898
11	56,122	57,248	59,795	60,763	61,808

1. Up to six (6) years credit will be granted for outside experience.
2. Horizontal movement on the salary schedule must be based on graduate or undergraduate hours in an approved curriculum following approval of the District Superintendent.
3. In addition to the ½% base wage increase reflected above, each association member shall receive a yearly \$1000.00 off schedule performance bonus, pro-rated according to employment percentage, payable before the end of the first semester.

APPENDIX B - WAGE SCALE FOR EXTRA CURRICULAR ACTIVITIES

Percentages are based on 2013-2014 beginning BA step 0 Salary - \$34,055

Adult Course positions shall be offered to bargaining unit members prior to applicants from outside the district. Bargaining unit members shall be considered for extra curricular activities prior to applicants from outside the bargaining unit. Should no bargaining unit member apply who is capable of filling a position, the Board may offer the position to another person at a rate determined by the Board.

Drivers Education shall be paid for as provided in Article 15.8 at the contracted number of hours.

Summer Ag shall be paid for as provided in Article 15.8 at the contracted number of days.

Adult Education, Summer School, Tutorial-Enrichment and Remedial shall be paid at the rate of \$25.00 per hour. Course position shall be offered to bargaining unit members prior to application from outside the District.

The following are all percentage amounts

Academic Track Coordinator	2.0
Academic Track Coach (limit 8 coaches)	0.5
Year Book (HS)	4.5
Dramatics - per play – full length or musical	4.0
One Act	2.5
Forensics	4.0
Band Director	7.5
Summer Music - Proration for extended programs	
Chorus	3.0
Senior Class Sponsor	2.0
Junior Class Sponsor	3.0
Sophomore Class Sponsor	1.5
Freshman Class Sponsor	1.5
Eighth Class Sponsor	1.0
Seventh Class Sponsor	1.0
F.F.A.	7.0
F.H.A.	4.5
Business Club	4.5
National Honor Society	2.5
Junior National Honor Society	2.5
Student Council	2.5
Quiz Bowl	2.0
S.A.D.D.	1.5
Mentor Teacher for 1 st Year Teacher	2.0
Cadet Teaching Advisor	4.5
Head Football	9.5-10.5-11.5
Assistant Varsity Football	6-7-8
Head Basketball	9.5-10.5-11.5
Varsity Baseball	7-8-9
Varsity Softball	7-8-9
Varsity Track *	7-8-9
Varsity Volleyball	9.5-10.5-11.5
Varsity Cross Country	4.5-5.5-6.5
Varsity Golf	4-4.5-5
Cheerleaders (High School)	4-5-6
JV Football	5.5-6.5-7.5
Assistant JV Football	4-5-6

Junior High Football	5-5.5-6
JV Volleyball	5.5-6.5-7.5
JV Basketball	5.5-6.5-7.5
JV Baseball	4-4.5-5
JV Softball	4-4.5-5
Bowling	4-4.5-5
Freshman Coaches	3-3.5-4
7 th Grade Basketball	4-4.5-5
8 th Grade Basketball	4-4.5-5
Combined 7 th & 8 th Grade Basketball	5.5-6-6.5
Junior High Track Combined	3.5-4-4.5
7 th Track	2.5-3-3.5
8 th Track	2.5-3-3.5
8 th Volleyball	2-2.5-3
7 th Volleyball	2-2.5-3
3-4 Pee Wee Boys Basketball	1.25-1.5-1.75
3-4 Pee Wee Girls Basketball	1.25-1.5-1.75
5-6 Pee Wee Boys Basketball	1.25-1.5-1.75
5-6 Pee Wee Girls Basketball	1.25-1.5-1.75
5-6 Pee Wee Girls Volleyball	1.25-1.5-1.75
Intramurals (10 week program)	3.0
Cheerleaders (7 th and 8 th)	2.0

*Track will have two varsity coaches, boys and girls, each paid at the above percentage, if there are at least 20 total participants. If less, then only one head coach may be hired.

APPENDIX C - INSURANCE

MAJOR MEDICAL PLAN

The maximum amount the School District can contribute toward the total cost of a medical benefit plan is subject to limits established under PA152 by *either* Section 3 (the default) *or* Section 4 as stated below:

Section 3 of Public Act 152 of 2011 limits the amount a public employer may contribute towards the total cost of a medical benefit plan to a capped amount, for a benefit plan coverage year beginning on or after January 1, 2012. The state treasurer shall adjust the maximum payment permitted by October 1 of each year. The new amounts will be in effect *for the benefit plan coverage year* beginning on or after January 1 of the following year. The capped amounts in place for the benefit plan year beginning July 1, 2015 (the 2015-2016 school year) are as follows:

Single \$ 5,992.30 Two Person \$12,531.75 Full Family \$16,342.66

Section 4 of Public Act 152 of 2011

By majority vote of its governing body each year, prior to the beginning of the medical benefit plan coverage year, the public employer, may elect to comply with Section 4 of PA152 for a medical benefit plan coverage year instead of the requirements in Section 3, whereas the public employer shall pay no more than 80% of the total cost of all medical benefit plans it offers.

Amounts in excess of the Board's contribution will be payroll deducted as a condition of this agreement. Contributions for part-time teachers will be prorated.

In the event a Health Savings Account deposit is part of the overall insurance package, the board reserves the right to split Health Savings Account deposits as deemed necessary for cash flow purposes. Considerations will be made in hardship situations.

For the 2015-2016 school year the school district has elected PA152 Section 3 which limits the maximum contribution the district can make at the capped amounts as stated in Section 3 above.

For the 2015-2016 school year, the Board will sign an employer participation agreement with MESSA. Employees will have the option of choosing between:

Choices/Choices II \$500/\$1000 deductible PPO plan or
 ABC Plan 1 \$1300/\$2600 deductible, HSA allowable plan

Medical costs (premium + taxes + HSA contribution) exceeding the amount allowable by law (*Hardcap or 80/20*) shall be payroll deducted from the employee.

Both parties agree that the insurance portion of this contract will be re-opened after 2 years and will be evaluated and re-negotiated at that time.

The District will maintain its existing IRS § 125 Plan to enable Employees to utilize pre-tax funds for health insurance co-pays.

An open enrollment period shall be provided whenever contribution subsidy amounts change for the groups.

Teachers not electing the major medical package may select Plan B plus receive a cash in lieu of insurance amount as shown below. The employee may choose to apply the option money towards a tax deferred annuity.

	Plan A (for employees electing health insurance)	Plan B (for employees not electing health insurance)
Health	Major medical plan	N/A
Long Term Disability	66 2/3% \$3500 Maximum 90 Calendar Days Modify Fill Pre Existing Condition Waiver Freeze on Offsets Alcoholism/Drug 2 year limitation Mental/Nervous 2 year limitation	Same as Plan A
Negotiated Life	\$40,000 with AD & D	\$50,000 with AD & D
Vision	VSP 2 Silver	VSP 2 Silver
Dental	90/80/80; \$1600 Annual Max Class I, II & III; \$1600 Ortho	90/80/80; \$1600 Annual Max Class I, II, & III; \$1700 Ortho

	Plan A (for employees electing health insurance)	Plan B (for employees not electing health insurance)
Option Money		\$210 cash-in-lieu of insurance (not included in Plan B rate)

APPENDIX D - SCHOOL CALENDAR

NORTH HURON SCHOOLS 2015-2016 CALENDAR (semester)

Teacher In-service Days	Aug. 24-27
Classes begin - Full day	Sept. 8
End of 1 st Marking Period	Oct. 30
No School	Nov. 16
Thanksgiving Break	Nov. 25 (½)-27
Classes Resume	Nov. 30
Parent-Teacher conferences	Dec. 9 (½)
Winter Break	Dec. 23 – Jan. 1
Classes resume	Jan. 4
End of 1 st Semester	Jan. 21 (1/2)
Teacher Records Day (No students)	Jan. 22 (½)
President's Day, no school	Feb. 15
End of 3 rd Marking Period	March 24
Spring Break	April 1- 11
Teacher PD (No students)	April 11
Classes Resume	April 12
Memorial Day, no classes	May 30
Last day for students	June 7
Teacher day	June 8 (½)

½ days – 12:30 dismissal

175 student days

179 teacher days

* 3½ days attendance required (5 offered)

APPENDIX E - GRIEVANCE FORM

GRIEVANCE NO. _____
LEVEL I

NAME OF GRIEVANT _____ TIME AND DATE
OF _____ SUBMISSION CONTRACT PROVISION(S) VIOLATED:
ARTICLE _____ SECTION _____ TIME AND DATE OF
ALLEGED CONTRACTUAL VIOLATION: TIME _____ DATE _____
EMPLOYEE(S) INVOLVED IN
GRIEVANCE: _____

STATEMENT OF ISSUE: _____

SYNOPSIS OF FACTS GIVING RISE TO THE ALLEGED
VIOLATION: _____

ACTION OR RELIEF SOUGHT: _____

SUBMITTED
BY: _____

NOTE: Use extra sheets of paper, if needed, for any areas of form.

THIS SECTION TO BE FILLED IN BY PRINCIPAL

TIME AND DATE WRITTEN GRIEVANCE WAS SUBMITTED TO YOU: _____, 20__

PLACEWRITTENANSHERE: _____

SIGNATURE: _____ TIMEANDDATE _____ 20__

PRINCIPALRECEIPTACKNOWLEDGEDBY:

ASSOCIATION REPRESENTATIVE
TIME AND DATE: _____, 20__

THIS SECTION TO BE FILLED IN BY ASSOCIATION REPRESENTATIVE WAS THE DISPOSITION BY THE PRINCIPAL:

_____ SATISFACTORY _____ UNSATISFACTORY

POSITIONOFASSOCIATION: _____

SIGNATURE:

ASSOCIATION REPRESENTATIVE

TIMEAND DATE: _____, 20__

RECEIPTACKNOWLEDGEDBY:

SUPERINTENDENT

TIME AND DATE: _____, 20__

LEVEL 2

THIS SECTION TO BE FILLED IN BY SUPERINTENDENT (OR HIS AGENT)

PLACEWRITTENANSWERHERE: _____

SIGNATURE: _____
TIME AND DATE: _____, 20_____
SUPERINTENDENT

RECEIPTACKNOWLEDGEDBY: _____

ASSOCIATION REPRESENTATIVE
TIME AND DATE: _____, 20_____

THIS SECTION TO BE FILLED IN BY ASSOCIATION REPRESENTATIVE

WAS THE DISPOSITION BY THE SUPERINTENDENT:
____ SATISFACTORY
____ UNSATISFACTORY

POSITIONOFASSOCIATION: _____

SIGNATURE: _____
TIME AND DATE: _____, 20_____
ASSOCIATION REPRESENTATIVE

RECEIPTACKNOWLEDGEDBY: _____
SUPERINTENDENT OR BOARD REPRESENTATIVE
TIME AND DATE: _____, 20_____

LEVEL 3

THIS SECTION TO BE FILLED IN BY THE BOARD OF EDUCATION (OR ITS AGENT)

PLACEWITTENANSWERHERE: _____

THE ASSOCIATION DOES/DOES NOT INTEND TO PROCESS THE GRIEVANCE THROUGH ARBITRATION.

SIGNATURE: _____
TIME AND DATE: _____, 20_____
ASSOCIATION REPRESENTATIVE

RECEIPT
ACKNOWLEDGED BY: _____
BOARD OF EDUCATION

TIME AND DATE: _____, 20_____

APPENDIX F - PERSONAL BUSINESS LEAVE FORM

Date _____

I hereby request a personal business day on _____

Signed _____

Date _____

This request for a personal business day has been submitted to me on the date indicated above, to be forwarded to the Superintendent for action.

Principal

Date _____

The above request is hereby APPROVED DISAPPROVED

____ Failed to fulfill time requirements

____ Before a holiday

____ Day is utilized by three other faculty members

Superintendent

- 1st Copy - Superintendent
- 2nd Copy - Principal
- 3rd Copy - Teacher

APPENDIX H

Act No. 53
Public Acts of 2012
Approved by the Governor
March 15, 2012
Filed with the Secretary of State
March 16, 2012
EFFECTIVE DATE: March 16, 2012

**STATE OF MICHIGAN
96TH LEGISLATURE
REGULAR SESSION OF 2012**

Introduced by Reps. Haveman, Lund, Genetski, Lyons, Damrow, Yonker, Rogers and Olson

ENROLLED HOUSE BILL No. 4929

AN ACT to amend 1947 PA 336, entitled “An act to prohibit strikes by certain public employees; to provide review from disciplinary action with respect thereto; to provide for the mediation of grievances and the holding of elections; to declare and protect the rights and privileges of public employees; to require certain provisions in collective bargaining agreements; and to prescribe means of enforcement and penalties for the violation of the provisions of this act,” by amending the title and section 10 (MCL 423.210), the title as amended by 2011 PA 9.

The People of the State of Michigan enact:

TITLE

An act to prohibit strikes by certain public employees; to provide review from disciplinary action with respect thereto; to provide for the mediation of grievances and the holding of elections; to declare and protect the rights and privileges of public employees; to require certain provisions in collective bargaining agreements; to prescribe means of enforcement and penalties for the violation of the provisions of this act; and to make appropriations.

Sec. 10. (1) A public employer or an officer or agent of a public employer shall not do any of the following:

(a) Interfere with, restrain, or coerce public employees in the exercise of their rights guaranteed in section 9.

(b) Initiate, create, dominate, contribute to, or interfere with the formation or administration of any labor organization. A public school employer’s use of public school resources to assist a labor organization in collecting dues or service fees from wages of public school employees is a prohibited contribution to the administration of a labor organization. However, a public school employer’s collection of dues or service fees pursuant to a collective bargaining agreement that is in effect on the effective date of the amendatory act that added this sentence is not prohibited until the agreement expires or is terminated, extended, or renewed. A

public employer may permit employees to confer with a labor organization during working hours without loss of time or pay.

(c) Discriminate in regard to hire, terms, or other conditions of employment to encourage or discourage membership in a labor organization. However, this act or any other law of this state does not preclude a public employer from making an agreement with an exclusive bargaining representative as described in section 11 to require as a condition of employment that all employees in the bargaining unit pay to the exclusive bargaining representative a service fee equivalent to the amount of dues uniformly required of members of the exclusive bargaining representative.

(d) Discriminate against a public employee because he or she has given testimony or instituted proceedings under this act.

(e) Refuse to bargain collectively with the representatives of its public employees, subject to the provisions of section 11.

EHB 4929

Act No. 53

Public Acts of 2012

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EHB 4929

(2) It is the purpose of 1973 PA 25 to reaffirm the continuing public policy of this state that the stability and effectiveness of labor relations in the public sector require, if the requirement is negotiated with the public employer, that all employees in the bargaining unit shall share fairly in the financial support of their exclusive bargaining representative by paying to the exclusive bargaining representative a service fee that may be equivalent to the amount of dues uniformly required of members of the exclusive bargaining representative.

(3) A labor organization or its agents shall not do any of the following:

(a) Restrain or coerce public employees in the exercise of the rights guaranteed in section 9. This subdivision does not impair the right of a labor organization to prescribe its own rules with respect to the acquisition or retention of membership.

(b) Restrain or coerce a public employer in the selection of its representatives for the purposes of collective bargaining or the adjustment of grievances.

(c) Cause or attempt to cause a public employer to discriminate against a public employee in violation of subsection (1)(c).

(d) Refuse to bargain collectively with a public employer, provided it is the representative of the public employer's employees subject to section 11.

(4) By March 1 of each year, each exclusive bargaining representative that represents public employees in this state shall file with the commission an independent audit of all expenditures attributed to the costs of collective bargaining, contract administration, and

grievance adjustment during the prior calendar year. The commission shall make the audits available to the public on the commission's website. For fiscal year 2011-2012, \$100,000.00 is appropriated to the commission for the costs of implementing this subsection.

This act is ordered to take immediate effect.

Clerk of the House of Representatives

Secretary of the Senate

Approved
Governor

APPENDIX I

Act No. 102
Public Acts of 2011
Approved by the Governor
July 19, 2011
Filed with the Secretary of State
July 19, 2011
EFFECTIVE DATE: July 19, 2011

**STATE OF MICHIGAN
96TH LEGISLATURE
REGULAR SESSION OF 2011**

Introduced by Rep. O'Brien

ENROLLED HOUSE BILL No. 4627

AN ACT to amend 1976 PA 451, entitled “An act to provide a system of public instruction and elementary and secondary schools; to revise, consolidate, and clarify the laws relating to elementary and secondary education; to provide for the organization, regulation, and maintenance of schools, school districts, public school academies, intermediate school districts, and other public school entities; to prescribe rights, powers, duties, and privileges of schools, school districts, public school academies, intermediate school districts, and other public school entities; to provide for the regulation of school teachers and certain other school employees; to provide for school elections and to prescribe powers and duties with respect thereto; to provide for the levy and collection of taxes; to provide for the borrowing of money and issuance of bonds and other evidences of indebtedness; to establish a fund and provide for expenditures from that fund; to provide for and prescribe the powers and duties of certain state departments, the state board of education, and certain other boards and officials; to provide for licensure of boarding schools; to prescribe penalties; and to repeal acts and parts of acts,” by amending section 1249 (MCL 380.1249), as amended by 2010 PA 336, and by adding sections 1248 and 1249a.

The People of the State of Michigan enact:

Sec. 1248. (1) For teachers, as defined in section 1 of article I of 1937 (Ex Sess) PA 4, MCL 38.71, all of the following apply to policies regarding personnel decisions when conducting a staffing or program reduction or any other personnel determination resulting in the elimination of a position, when conducting a recall from a staffing or program reduction or any other personnel determination resulting in the elimination of a position, or in hiring after a staffing or program reduction or any other personnel determination resulting in the elimination of a position by a school district or intermediate school district:

(a) Subject to subdivision (c), the board of a school district or intermediate school district shall not adopt, implement, maintain, or comply with a policy that provides that length of service or tenure status is the primary or determining factor in personnel decisions when conducting a staffing or program reduction or any other personnel determination resulting in the elimination of a position, when conducting a recall from a staffing or program reduction or any other personnel determination resulting in the elimination of a position, or in hiring after a staffing or program reduction or any other personnel determination resulting in the elimination of a position.

(b) Subject to subdivision (c), the board of a school district or intermediate school district shall ensure that the school district or intermediate school district adopts, implements, maintains, and complies with a policy that provides that all personnel decisions when conducting a staffing or program reduction or any other personnel determination resulting in the elimination of a position, when conducting a recall from a staffing or program reduction or any other personnel determination resulting in the elimination of a position, or in hiring after a staffing or program reduction or any other personnel determination resulting in the elimination of a position, are based on retaining effective teachers. The policy shall ensure that a teacher who has been rated as ineffective under the performance evaluation system under section 1249 is not given any preference that would result in that teacher being retained over a teacher who is evaluated as minimally effective, effective, or highly effective under the performance evaluation system under section 1249. Effectiveness shall be measured by the performance evaluation system under section 1249, and the personnel decisions shall be made based on the following factors:

(i) Individual performance shall be the majority factor in making the decision, and shall consist of but is not limited to all of the following:

(A) Evidence of student growth, which shall be the predominant factor in assessing an employee's individual performance.

(B) The teacher's demonstrated pedagogical skills, including at least a special determination concerning the teacher's knowledge of his or her subject area and the ability to impart that knowledge through planning, delivering rigorous content, checking for and building higher-level understanding, differentiating, and managing a classroom; and consistent preparation to maximize instructional time.

(C) The teacher's management of the classroom, manner and efficacy of disciplining pupils, rapport with parents and other teachers, and ability to withstand the strain of teaching.

(D) The teacher's attendance and disciplinary record, if any.

(ii) Significant, relevant accomplishments and contributions. This factor shall be based on whether the individual contributes to the overall performance of the school by

making clear, significant, relevant contributions above the normal expectations for an individual in his or her peer group and having demonstrated a record of exceptional performance.

(iii) Relevant special training. This factor shall be based on completion of relevant training other than the professional development or continuing education that is required by the employer or by state law, and integration of that training into instruction in a meaningful way.

(c) Except as otherwise provided in this subdivision, length of service or tenure status shall not be a factor in a personnel decision described in subdivision (a) or (b). However, if that personnel decision involves 2 or more employees and all other factors distinguishing those employees from each other are equal, then length of service or tenure status may be considered as a tiebreaker.

(2) If a collective bargaining agreement is in effect for employees of a school district or intermediate school district as of the effective date of this section and if that collective bargaining agreement prevents compliance with subsection (1), then subsection (1) does not apply to that school district or intermediate school district until after the expiration of that collective bargaining agreement.

(3) If a teacher brings an action against a school district or intermediate school district based on this section, the teacher's sole and exclusive remedy shall be an order of reinstatement commencing 30 days after a decision by a court of competent jurisdiction. The remedy in an action brought by a teacher based on this section shall not include lost wages, lost benefits, or any other economic damages. Sec. 1249. (1) Not later than September 1, 2011, and subject to subsection (9), with the involvement of teachers and school administrators, the board of a school district or intermediate school district or board of directors of a public school academy shall adopt and implement for all teachers and school administrators a rigorous, transparent, and fair performance evaluation system that does all of the following:

(a) Evaluates the teacher's or school administrator's job performance at least annually while providing timely and constructive feedback.

(b) Establishes clear approaches to measuring student growth and provides teachers and school administrators with relevant data on student growth.

(c) Evaluates a teacher's or school administrator's job performance, using multiple rating categories that take into account data on student growth as a significant factor. For these purposes, student growth shall be measured by national, state, or local assessments and other objective criteria. If the performance evaluation system implemented by a school district, intermediate school district, or public school academy under this section does not already include the rating of teachers as highly effective, effective, minimally effective, and ineffective, then the school district, intermediate school district, or public school academy shall revise the performance evaluation system

within 60 days after the effective date of the amendatory act that added this sentence to ensure that it rates teachers as highly effective, effective, minimally effective, or ineffective.

(d) Uses the evaluations, at a minimum, to inform decisions regarding all of the following:

(i) The effectiveness of teachers and school administrators, ensuring that they are given ample opportunities for improvement.

(ii) Promotion, retention, and development of teachers and school administrators, including providing relevant coaching, instruction support, or professional development.

(iii) Whether to grant tenure or full certification, or both, to teachers and school administrators using rigorous standards and streamlined, transparent, and fair procedures.

(iv) Removing ineffective tenured and untenured teachers and school administrators after they have had ample opportunities to improve, and ensuring that these decisions are made using rigorous standards and streamlined, transparent, and fair procedures.

(2) Beginning with the 2013-2014 school year, the board of a school district or intermediate school district or board of directors of a public school academy shall ensure that the performance evaluation system for teachers meets all of the following:

(a) The performance evaluation system shall include at least an annual year-end evaluation for all teachers. An annual year-end evaluation shall meet all of the following:

(i) For the annual year-end evaluation for the 2013-2014 school year, at least 25% of the annual year-end evaluation shall be based on student growth and assessment data. For the annual year-end evaluation for the 2014-2015 school year, at least 40% of the annual year-end evaluation shall be based on student growth and assessment data. Beginning with the annual year-end evaluation for the 2015-2016 school year, at least 50% of the annual year-end evaluation shall be based on student growth and assessment data. All student growth and assessment data shall be measured using the student growth assessment tool that is required under legislation enacted by the legislature under subsection (6) after review of the recommendations contained in the report of the governor's council on educator effectiveness submitted under subsection (5).

(ii) If there are student growth and assessment data available for a teacher for at least 3 school years, the annual year-end evaluation shall be based on the student growth and assessment data for the most recent 3-consecutive-school-year period. If there are not student growth and assessment data available for a teacher for at least 3 school years, the annual year-end evaluation shall be based on all student growth and assessment data that are available for the teacher.

(iii) The annual year-end evaluation shall include specific performance goals that will assist in improving effectiveness for the next school year and are developed by the school administrator or his or her designee conducting the evaluation, in consultation with the teacher, and any recommended training identified by the school administrator or designee, in consultation with the teacher, that would assist the teacher in meeting these goals. For a teacher described in subdivision (b), the school administrator or designee shall develop, in consultation with the teacher, an individualized development plan that includes these goals and training and is designed to assist the teacher to improve his or her effectiveness. (b) The performance evaluation system shall include a midyear progress report for a teacher who is in the first year of the probationary period prescribed by section 1 of article II of 1937 (Ex Sess) PA 4, MCL 38.81, or who received a rating of minimally effective or ineffective in his or her most recent annual year-end evaluation. The midyear progress report shall be used as a supplemental tool to gauge a teacher's improvement from the preceding school year and to assist a teacher to improve. All of the following apply to the midyear progress report:

(i) The midyear progress report shall be based at least in part on student achievement.

(ii) The midyear progress report shall be aligned with the teacher's individualized development plan under subdivision (a)(iii).

(iii) The midyear progress report shall include specific performance goals for the remainder of the school year that are developed by the school administrator conducting the annual year-end evaluation or his or her designee and any recommended training identified by the school administrator or designee that would assist the teacher in meeting these goals. At the midyear progress report, the school administrator or designee shall develop, in consultation with the teacher, a written improvement plan that includes these goals and training and is designed to assist the teacher to improve his or her rating.

(iv) The midyear progress report shall not take the place of an annual year-end evaluation. (c) The performance evaluation system shall include classroom observations to assist in the performance evaluations.

All of the following apply to these classroom observations:

- (i) Except as provided in this subdivision, the manner in which a classroom observation is conducted shall be prescribed in the evaluation tool for teachers described in subdivision (d).
- (ii) A classroom observation shall include a review of the teacher's lesson plan and the state curriculum standard being used in the lesson and a review of pupil engagement in the lesson.
- (iii) A classroom observation does not have to be for an entire class period.

(iv) Unless a teacher has received a rating of effective or highly effective on his or her 2 most recent annual year-end evaluations, there shall be multiple classroom observations of the teacher each school year. (d) For the purposes of conducting annual year-end evaluations under the performance evaluation system, the school district, intermediate school district, or public school academy shall adopt and implement the state evaluation tool for teachers that is required under legislation enacted by the legislature under subsection (6) after review of the recommendations contained in the report of the governor's council on educator effectiveness submitted under subsection (5). However, if a school district, intermediate school district, or public school academy has a local evaluation tool for teachers that is consistent with the state evaluation tool, the school district, intermediate school district, or public school academy may conduct annual year-end evaluations for teachers using that local evaluation tool.

(e) The performance evaluation system shall assign an effectiveness rating to each teacher of highly effective, effective, minimally effective, or ineffective, based on his or her score on the annual year-end evaluation described in this subsection.

(f) As part of the performance evaluation system, and in addition to the requirements of section 1526, a school district, intermediate school district, or public school academy is encouraged to assign a mentor or coach to each teacher who is described in subdivision (b).

(g) The performance evaluation system may allow for exemption of student growth data for a particular pupil for a school year upon the recommendation of the school administrator conducting the annual year-end evaluation or his or her designee and approval of the school district superintendent or his or her designee, intermediate superintendent or his or her designee, or chief administrator of the public school academy, as applicable.

(h) The performance evaluation system shall provide that, if a teacher is rated as ineffective on 3 consecutive annual year-end evaluations, the school district, public school academy, or intermediate school district shall dismiss the teacher from his or her employment. This subdivision does not affect the ability of a school district, intermediate school district, or public school academy to dismiss an ineffective teacher from his or her employment regardless of whether the teacher is rated as ineffective on 3 consecutive annual year-end evaluations.

(i) The performance evaluation system shall provide that, if a teacher is rated as highly effective on 3 consecutive annual year-end evaluations, the school district, intermediate school district, or public school academy may choose to conduct a year-end evaluation biennially instead of annually. However, if a teacher is not rated as highly effective on 1 of these biennial year-end evaluations, the teacher shall again be provided with annual year-end evaluations.

(j) The performance evaluation system shall provide that, if a teacher who is not in a probationary period prescribed by section 1 of article II of 1937 (Ex Sess) PA 4, MCL 38.81, is rated as ineffective on an annual year-end evaluation, the teacher may request a review of the evaluation and the rating by the school district superintendent, intermediate superintendent, or chief administrator of the public school academy, as applicable. The request for a review must be submitted in writing within 20 days after the teacher is informed of the rating. Upon receipt of the request, the school district superintendent, intermediate superintendent, or chief administrator of the public school academy, as applicable, shall review the evaluation and rating and may make any modifications as appropriate based on his or her review. However, the performance evaluation system shall not allow for a review as described in this subdivision more than twice in a 3-school-year period.

(3) Beginning with the 2013-2014 school year, the board of a school district or intermediate school district or board of directors of a public school academy shall ensure that the performance evaluation system for building-level school administrators and for central office-level school administrators who are regularly involved in instructional matters meets all of the following:

(a) The performance evaluation system shall include at least an annual year-end evaluation for all school administrators described in this subsection by the school district superintendent or his or her designee, intermediate superintendent or his or her designee, or chief administrator of the public school academy, as applicable, except that a superintendent or chief administrator shall be evaluated by the board or board of directors.

(b) For the annual year-end evaluation for the 2013-2014 school year, at least 25% of the annual year-end evaluation shall be based on student growth and assessment data. For the annual year-end evaluation for the 2014-2015 school year, at least 40% of the annual year-end evaluation shall be based on student growth and assessment data. Beginning with the annual year-end evaluation for the 2015-2016 school year, at least 50% of the annual year-end evaluation shall be based on student growth and assessment data. The student growth and assessment data to be used for the school administrator annual year-end evaluation are the aggregate student growth and assessment data that are used in teacher annual year-end evaluations in each school in which the school administrator works as an administrator or, for a central-office level school administrator, for the entire school district or intermediate school district.

(c) The portion of the annual year-end evaluation that is not based on student growth and assessment data shall be based on at least the following for each school in which the school administrator works as an administrator or, for a central-office level school administrator, for the entire school district or intermediate school district:

- (i) If the school administrator conducts teacher performance evaluations, the school administrator's training and proficiency in using the evaluation tool for teachers described in subsection (2)(d), including a random sampling of his or

her teacher performance evaluations to assess the quality of the school administrator's input in the teacher performance evaluation system. If the school administrator designates another person to conduct teacher performance evaluations the evaluation of the school administrator on this factor shall be based on the designee's training and proficiency in using the evaluation tool for teachers described in subsection (2)(d), including a random sampling of the designee's teacher performance evaluations to assess the quality of the designee's input in the teacher performance evaluation system, with the designee's performance to be counted as if it were the school administrator personally conducting the teacher performance evaluations.

(ii) The progress made by the school or school district in meeting the goals set forth in the school's school improvement plan or the school district's school improvement plans.

(iii) Pupil attendance in the school or school district.

(iv) Student, parent, and teacher feedback, and other information considered pertinent by the superintendent or other school administrator conducting the performance evaluation or the board or board of directors. (d) For the purposes of conducting performance evaluations under the performance evaluation system, the school district, intermediate school district, or public school academy shall adopt and implement the state evaluation tool for school administrators described in this subsection that is required under legislation enacted by the legislature under subsection (6) after review of the recommendations contained in the report of the governor's council on educator effectiveness submitted under subsection (5). However, if a school district, intermediate school district, or public school academy has a local evaluation tool for school administrators described in this subsection that is consistent with the state evaluation tool, the school district, intermediate school district, or public school academy may conduct performance evaluations for school administrators using that local evaluation tool.

(e) The performance evaluation system shall assign an effectiveness rating to each school administrator described in this subsection of highly effective, effective, minimally effective, or ineffective, based on his or her score on the evaluation tool described in subdivision (d). (f) The performance evaluation system shall ensure that if a school administrator described in this subsection is rated as minimally effective or ineffective, the person or persons conducting the evaluation shall develop and require the school administrator to implement an improvement plan to correct the deficiencies. The improvement plan shall recommend professional development opportunities and other measures designed to improve the rating of the school administrator on his or her next annual year-end evaluation. (g) The performance evaluation system shall provide that, if a school administrator described in this subsection is rated as ineffective on 3 consecutive annual year-end evaluations, the school district, public school academy, or intermediate school district shall dismiss the school administrator from his or her employment. However, this subdivision

applies only if the 3 consecutive annual year-end evaluations are conducted using the same evaluation tool and under the same performance evaluation system. This subdivision does not affect the ability of a school district, intermediate school district, or public school academy to dismiss an ineffective school administrator from his or her employment regardless of whether the school administrator is rated as ineffective on 3 consecutive annual year-end evaluations.

(h) The performance evaluation system shall provide that, if a school administrator is rated as highly effective on 3 consecutive annual year-end evaluations, the school district, intermediate school district, or public school academy may choose to conduct a year-end evaluation biennially instead of annually. However, if a school administrator is not rated as highly effective on 1 of these biennial year-end evaluations, the school administrator shall again be provided with annual year-end evaluations.

(4) The governor's council on educator effectiveness is created as a temporary commission described in section 4 of article V of the state constitution of 1963. All of the following apply to the governor's council on educator effectiveness:

(a) The governor's council on educator effectiveness shall consist of the following 5 voting members:

(i) The governor shall appoint 3 members.

(ii) The senate majority leader shall appoint 1 member.

(iii) The speaker of the house of representatives shall appoint 1 member.

(b) In addition to the members appointed under subdivision (a), the superintendent of public instruction or his or her designee shall serve as a nonvoting member.

(c) The members appointed under subdivision (a), and the designee of the superintendent of public instruction if he or she appoints a designee, shall have expertise in 1 or more of the following areas: psychometrics, measurement, performance-based educator evaluation models, educator effectiveness, or development of educator evaluation frameworks in other states.

(d) Not later than October 31, 2011, the governor's council on educator effectiveness shall contract with 1 or more additional experts in the areas described in subdivision (c) as the council considers necessary.

(e) The governor shall appoint an advisory committee for the governor's council on educator effectiveness to provide input on the council's recommendations. The advisory committee shall consist of public school teachers, public school administrators, and parents of public school pupils.

(f) The governor's office shall provide staffing and support for the governor's council on educator effectiveness.

(5) Not later than April 30, 2012, the governor's council on educator effectiveness shall submit to the state board, the governor, and the legislature a report that identifies and recommends all of the following for the purposes of this section and that includes recommendations on evaluation processes and other matters related to the purposes of this section:

(a) A student growth and assessment tool. The student growth and assessment tool shall meet all of the following:

- (i) Is a value-added model that takes into account student achievement and assessment data, and is based on an assessment tool that has been determined to be reliable and valid for the purposes of measuring value-added data.
- (ii) In addition to measuring student growth in the core subject areas of mathematics, science, English language arts, and social science, will measure student growth in other subject areas.
- (iii) Complies with all current state and federal law for students with a disability.
- (iv) Has at least a pre- and post-test.
- (v) Is able to be used for pupils of all achievement levels.

(b) A state evaluation tool for teachers. All of the following apply to this recommendation:

- (i) In addition to the student growth and assessment tool, the recommended state evaluation tool for teachers may include, but is not limited to, instructional leadership abilities, teacher and pupil attendance, professional contributions, training, progress report achievement, school improvement plan progress, peer input, and pupil and parent feedback.
- (ii) The council shall ensure that the recommended state evaluation tool for teachers will allow all special education teachers to be rated.
- (iii) The council shall seek input from school districts, intermediate school districts, and public school academies that have already developed and implemented successful, effective performance evaluation systems.

(c) A state evaluation tool for school administrators described in subsection (3). In addition to the student growth and assessment tool, the recommended state evaluation tool for these school administrators may include, but is not limited to, teacher and pupil attendance, graduation rates, professional contributions, training, progress report achievement, school improvement plan progress, peer input, and pupil and parent feedback.

(d) For the purposes of the recommended state evaluation tools for teachers and school administrators under subdivisions (b) and (c), recommended parameters for the effectiveness rating categories for teachers under subsection (2)(e) and for school administrators under subsection (3)(e).

(e) Recommended changes to be made in the requirements for a professional education teaching certificate that will ensure that a teacher is not required to complete additional postsecondary credit hours beyond the credit hours required for a provisional teaching certificate.

(f) A process for evaluating and approving local evaluation tools for teachers under subsection (2)(d) and school administrators under subsection (3)(d).

(6) It is the intent of the legislature to review the report submitted by the governor's council on educator effectiveness under subsection (5) and to enact appropriate legislation to put into place a statewide performance evaluation system taking into consideration the recommendations contained in the report.

(7) If all of the following apply for a public school operated by a school district, intermediate school district, or public school academy, then the school district, intermediate school district, or public school academy is not required to comply with subsection (2) or (3) for that public school:

(a) As of the effective date of this subsection, the school district, intermediate school district, or public school academy has already implemented and is currently using a performance evaluation system for that public school that meets all of the following requirements:

- (i) Under the system, the most significant portion of a teacher's or school administrator's evaluation is based on student growth and assessment data, which may include value-added measures.
- (ii) The system uses research-based measures to determine student growth, which may be Measured by standards-based, nationally normed assessments. (iii) The system determines professional competence through multiple direct observations of classroom practices and professional practices throughout the school year.

(iv) Under the system, teacher effectiveness and ratings, as measured by student achievement and growth data, are factored into teacher retention, promotion, and termination decisions.

(v) Under the system, teacher and school administrator performance evaluation results are used to inform teacher professional development for the succeeding year.

(vi) The system ensures that teachers and school administrators are evaluated at least annually.

(b) The school district, intermediate school district, or public school academy notifies the governor's council on educator effectiveness by November 1, 2011 that it is exempt under this subsection from the requirements of subsections (2) and (3).⁷ EHB 4627

(c) The school district, intermediate school district, or public school academy posts a description of its evaluation system on its website.

(8) If, after the effective date of this subsection, a school district, intermediate school district, or public school academy begins operating a new public school, or implements a new performance evaluation system for a public school it operates, and all of the following apply, then the school district, intermediate school district, or public school academy is not required to comply with subsection (2) or (3) for that public school:

(a) The performance evaluation system adopted and implemented for that public school replicates and is identical to the performance evaluation system of a public school that is exempt under subsection (7).

(b) The school district, intermediate school district, or public school academy posts a description of the performance evaluation system on its website.

(9) If a collective bargaining agreement is in effect for teachers or school administrators of a school district, public school academy, or intermediate school district as of the effective date of the 2011 amendatory act that amended this subsection, and if that collective bargaining agreement prevents compliance with subsection (1), then subsection (1) does not apply to that school district, public school academy, or intermediate school district until after the expiration of that collective bargaining agreement.

(10) A school district, intermediate school district, or public school academy shall continue to conduct the evaluations for school principals that are currently required by the department through the 2010-2011 school year. At the end of the

2010-2011 school year, a school district, intermediate school district, or public school academy shall report the most recently completed or determined “effectiveness label” from that evaluation for each principal who is in place for 2010-2011, in a form and manner prescribed by the department. Sec. 1249a. Beginning in 2015-2016, if a pupil is assigned to be taught by a teacher who has been rated as ineffective on his or her 2 most recent annual year-end evaluations under section 1249, the board of the school district or intermediate school district or board of directors of the public school academy in which the pupil is enrolled shall notify the pupil’s parent or legal guardian that the pupil has been assigned to a teacher who has been rated as ineffective on his or her 2 most recent annual year-end evaluations. The notification shall be in writing, shall be delivered to the parent or legal guardian not later than July 15 immediately preceding the beginning of the school year for which the pupil is assigned to the teacher, and shall identify the teacher who is the subject of the notification.

Enacting section 1. This amendatory act does not take effect unless all of the following bills of the 96th Legislature are enacted into law:

- (a) House Bill No. 4625.
- (b) House Bill No. 4626.
- (c) House Bill No. 4628.

This act is ordered to take immediate effect.

Clerk of the House of Representatives

Secretary of the Senate

Approved
Governor

APPENDIX J

Act No. 103
Public Acts of 2011
Approved by the Governor
July 19, 2011
Filed with the Secretary of State
July 19, 2011
EFFECTIVE DATE: July 19, 2011

**STATE OF MICHIGAN
96TH LEGISLATURE
REGULAR SESSION OF 2011**

Introduced by Reps. Yonker and Haveman

ENROLLED HOUSE BILL No. 4628

AN ACT to amend 1947 PA 336, entitled “An act to prohibit strikes by certain public employees; to provide review from disciplinary action with respect thereto; to provide for the mediation of grievances and the holding of elections; to declare and protect the rights and privileges of public employees; to require certain provisions in collective bargaining agreements; and to prescribe means of enforcement and penalties for the violation of the provisions of this act,” by amending section 15 (MCL 423.215), as amended by 2011 PA 25.

The People of the State of Michigan enact:

Sec. 15. (1) A public employer shall bargain collectively with the representatives of its employees as described in section 11 and may make and enter into collective bargaining agreements with those representatives. Except as otherwise provided in this section, for the purposes of this section, to bargain collectively is to perform the mutual obligation of the employer and the representative of the employees to meet at reasonable times and confer in good faith with respect to wages, hours, and other terms and conditions of employment, or to negotiate an agreement, or any question arising under the agreement, and to execute a written contract, ordinance, or resolution incorporating any agreement reached if requested by either party, but this obligation does not compel either party to agree to a proposal or make a concession.

(2) A public school employer has the responsibility, authority, and right to manage and direct on behalf of the public the operations and activities of the public schools under its control.

(3) Collective bargaining between a public school employer and a bargaining representative of its employees shall not include any of the following subjects:

- (a) Who is or will be the policyholder of an employee group insurance benefit. This subdivision does not affect the duty to bargain with respect to types and levels of benefits and coverages for employee group insurance. A change or proposed change in a type or to a level of benefit, policy specification, or coverage for employee group insurance shall be bargained by the public school employer and the bargaining representative before the change may take effect.
- (b) Establishment of the starting day for the school year and of the amount of pupil contact time required to receive full state school aid under section 1284 of the revised school code, 1976 PA 451, MCL 380.1284, and under section 101 of the state school aid act of 1979, 1979 PA 94, MCL 388.1701.
- (c) The composition of school improvement committees established under section 1277 of the revised school code, 1976 PA 451, MCL 380.1277.
- (d) The decision of whether or not to provide or allow interdistrict or intradistrict open enrollment opportunity in a school district or of which grade levels or schools in which to allow such an open enrollment opportunity.
- (e) The decision of whether or not to act as an authorizing body to grant a contract to organize and operate 1 or more public school academies under the revised school code, 1976 PA 451, MCL 380.1 to 380.1852.
- (f) The decision of whether or not to contract with a third party for 1 or more noninstructional support services; or the procedures for obtaining the contract for noninstructional support services other than bidding described in this subdivision; or the identity of the third party; or the impact of the contract for noninstructional support services on individual employees or the bargaining unit. However, this subdivision applies only if the bargaining unit that is providing the noninstructional support services is given an opportunity to bid on the contract for the noninstructional support services on an equal basis as other bidders.
- (g) The use of volunteers in providing services at its schools.
- (h) Decisions concerning use of experimental or pilot programs and staffing of experimental or pilot programs and decisions concerning use of technology to deliver educational programs and services and staffing to provide the technology, or the impact of these decisions on individual employees or the bargaining unit.
- (i) Any compensation or additional work assignment intended to reimburse an employee for or allow an employee to recover any monetary penalty imposed under this act.
- (j) Any decision made by the public school employer regarding the placement of teachers, or the impact of that decision on an individual employee or the bargaining unit.

(k) Decisions about the development, content, standards, procedures, adoption, and implementation of the public school employer's policies regarding personnel decisions when conducting a reduction in force or any other personnel determination resulting in the elimination of a position or a recall from a reduction in force or any other personnel determination resulting in the elimination of a position or in hiring after a reduction in force or any other personnel determination resulting in the elimination of a position, as provided under section 1248 of the revised school code, 1976 PA 451, MCL 380.1248, any decision made by the public school employer pursuant to those policies, or the impact of those decisions on an individual employee or the bargaining unit.

(l) Decisions about the development, content, standards, procedures, adoption, and implementation of a public school employer's performance evaluation system adopted under section 1249 of the revised school code, 1976 PA 451, MCL 380.1249, or under 1937 (Ex Sess) PA 4, MCL 38.71 to 38.191, decisions concerning the content of a performance evaluation of an employee under those provisions of law, or the impact of those decisions on an individual employee or the bargaining unit.

(m) For public employees whose employment is regulated by 1937 (Ex Sess) PA 4, MCL 38.71 to 38.191, decisions about the development, content, standards, procedures, adoption, and implementation of a policy regarding discharge or discipline of an employee, decisions concerning the discharge or discipline of an individual employee, or the impact of those decisions on an individual employee or the bargaining unit. For public employees whose employment is regulated by 1937 (Ex Sess) PA 4, MCL 38.71 to 38.191, a public school employer shall not adopt, implement, or maintain a policy for discharge or discipline of an employee that includes a standard for discharge or discipline that is different than the arbitrary and capricious standard provided under section 1 of article IV of 1937 (Ex Sess) PA 4, MCL 38.101.

(n) Decisions about the format, timing, or number of classroom observations conducted for the purposes of section 3a of article II of 1937 (Ex Sess) PA 4, MCL 38.83a, decisions concerning the classroom observation of an individual employee, or the impact of those decisions on an individual employee or the bargaining unit.

(o) Decisions about the development, content, standards, procedures, adoption, and implementation of the method of compensation required under section 1250 of the revised school code, 1976 PA 451, MCL 380.1250, decisions about how an employee performance evaluation is used to determine performance-based compensation under section 1250 of the revised school code, 1976 PA 451, MCL 380.1250, decisions concerning the performance-based compensation of an individual employee, or the impact of those decisions on an individual employee or the bargaining unit.

(p) Decisions about the development, format, content, and procedures of the notification to parents and legal guardians required under section 1249a of the revised school code, 1976 PA 451, MCL 380.1249a.

(4) Except as otherwise provided in subsection (3)(f), the matters described in subsection (3) are prohibited subjects of bargaining between a public school employer and a bargaining representative of its employees, and, for the purposes of this act, are within the sole authority of the public school employer to decide.

(5) If a public school is placed in the state school reform/redesign school district or is placed under a chief executive officer under section 1280c of the revised school code, 1976 PA 451, MCL 380.1280c, then, for the purposes of collective bargaining under this act, the state school reform/redesign officer or the chief executive officer, as applicable, is the public school employer of the public school employees of that public school for as long as the public school is part of the state school reform/redesign school district or operated by the chief executive officer.

(6) A public school employer's collective bargaining duty under this act and a collective bargaining agreement entered into by a public school employer under this act are subject to all of the following:

(a) Any effect on collective bargaining and any modification of a collective bargaining agreement occurring under section 1280c of the revised school code, 1976 PA 451, MCL 380.1280c.

(b) For a public school in which the superintendent of public instruction implements 1 of the 4 school intervention models described in section 1280c of the revised school code, 1976 PA 451, MCL 380.1280c, if the school intervention 3 EHB 4628 model that is implemented affects collective bargaining or requires modification of a collective bargaining agreement, any effect on collective bargaining and any modification of a collective bargaining agreement under that school intervention model.

(7) Each collective bargaining agreement entered into between a public employer and public employees under this act after March 16, 2011 shall include a provision that allows an emergency manager appointed under the local government and school district fiscal accountability act, 2011 PA 4, MCL 141.1501 to 141.1531, to reject, modify, or terminate the collective bargaining agreement as provided in the local government and school district fiscal accountability act, 2011 PA 4, MCL 141.1501 to 141.1531. Provisions required by this subsection are prohibited subjects of bargaining under this act.

(8) Collective bargaining agreements under this act may be rejected, modified, or terminated pursuant to the local government and school district fiscal accountability act, 2011 PA 4, MCL 141.1501 to 141.1531. This act does not confer a right to bargain that would infringe on the exercise of powers under the local government and school district fiscal accountability act, 2011 PA 4, MCL 141.1501 to 141.1531.

(9) A unit of local government that enters into a consent agreement under the local government and school district fiscal accountability act, 2011 PA 4, MCL 141.1501 to 141.1531, is not subject to subsection (1) for the term of the consent agreement, as

provided in the local government and school district fiscal accountability act, 2011 PA 4, MCL 141.1501 to 141.1531.

(10) If the charter of a city, village, or township with a population of 500,000 or more specifies the selection of a retirant member of the municipality's fire department, police department, or fire and police department pension or retirement board, the method of selection of that member is a prohibited subject of bargaining. Enacting section 1. This amendatory act does not take effect unless all of the following bills of the 96th Legislature are enacted into law:

- (a) House Bill No. 4625.
- (b) House Bill No. 4626.
- (c) House Bill No. 4627.

This act is ordered to take immediate effect.

Clerk of the House of Representatives

Secretary of the Senate

Approved
Governor