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PORT HOPE COMMUNITY SCHOOLS

Contract Between Port Hope Community Schools and Port Hope Education Association

THIS CONTRACT made this 1st day of July 2006 between the Board of Education of Port Hope Community Schools, hereinafter referred to as the “Board” and the Port Hope Education Association (PHEA), hereinafter referred to as the “Association”.

This contract is for the 2006-2007, 2007-2008 and 2008-2009 school years and will be automatically renewed annually beginning on July 1, 2009 unless either party listed above notifies the other of their intent to renegotiate by submitting a letter of intent to the other party no later than January 15, 2009. The letter shall be delivered to the president of the Teachers’ Association when initiated by the Board of Education, or to the school district superintendent when initiated by the Teachers’ Association.

BOARD RIGHTS

- A. Nothing in this Agreement is to be interpreted as constituting a waiver of the Board of Education’s rights and responsibilities to create and maintain schools that reflect its public wishes. The intent of the Agreement is to establish wages, working hours, and conditions of employment with the Association.

- B. The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States including, but without limiting the generality of the foregoing, the right
 - 1. To the executive management and administrative control of the school system and its properties and facilities;
 - 2. To hire all employees and to determine their qualifications and fitness for employment and conditions for their continued employment, or their dismissal;
 - 3. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;
 - 4. To determine overall goals and objectives as well as the policies affecting the educational program;

5. To select textbooks, teaching materials, and teaching aids;
6. To determine class schedules, class size, the hours of instruction, and the assignment of teachers with respect thereto;
7. To determine the services, supplies, and equipment necessary to continue its operations and to determine the methods and processes of carrying on the work;
8. To adopt reasonable rules and regulations;
9. To determine the location or relocation of its facilities, including the establishment or relocation of new schools, buildings, division or subdivisions thereof, and the relocation or closing of offices, departments, divisions or sub-divisions, buildings, or other facilities;
10. To determine the financial policies including all accounting procedures, and all matters pertaining to public relations;
11. To determine the size of the management organization, its functions, authority, amount of supervision, and table of organization; and
12. To direct the working forces, including the right to hire, promote, discipline, transfer, and determine the size of the workforce.

TEACHERS RIGHTS

- A. Every teacher shall have the right to organize, join and support the Association.
- B. The PHEA and its members shall have the right to use school building facilities at all reasonable hours for meetings, subject to normal building charges and standard application procedures.
- C. No teacher shall be prevented from wearing insignia, pins or other customary identification of membership in the Association either on or off school premises.
- D. Bulletin boards in the staff lounge and other established media of communication shall be made available to the Association and its members for official organization materials, but must be limited in such a way as to avoid student involvement in organizational affairs as determined by the Administration.
- E. The Board agrees to furnish to the Association in response to reasonable requests from time to time all readily available public information. The Association will pay the costs for any

extra work performed by office or administration personnel at the specific request of the Association. Billing will be based on the actual cost to the district and is an agreed legal obligation of the Association.

- F. Nothing contained herein shall be construed to deny or restrict any teacher rights he/she may have under the Michigan General School Laws or all applicable laws and regulations.
- G. Teachers shall be entitled to full rights of citizenship and no religious or political activities of any teachers or lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such teacher.
- H. Nothing contained in this agreement will deprive the teacher of any rights, which he/she has under the Michigan Tenure Act with regard to tenure teachers.
- I. All parties to this agreement recognize that equal and fair treatment of employees and prospective employees of the district shall be rendered without regard to race, sex, creed, color, national origin, religion, martial status, age, and/or handicap.

SENIORITY, RECALL & LAY OFF PROCEDURE

- A. The following procedure will be used to establish a seniority list. Seniority is defined as the length in years or fractions of continuous service to the district and shall be ranked on the list in order of their date of hire. In the event of more than one (1) person(s) having the same date of hire, all individuals affected will participate in a drawing to determine placement on the seniority list.
- B. A Seniority list will be published and posted by October 1st, of each year.

C. Reductions in Staff/Layoffs

Layoff means removal from the payroll with no employment rights other than the retention of seniority status and recall as noted below. If because of a reduction in student population, changes in curriculum, or deficit financial conditions, it becomes necessary to reduce staff, the following layoff-recall procedures shall prevail:

1. Teachers not holding a regular Michigan Provisional, Professional, Continuing or Permanent certificate will be laid off first, provided that there are certified and qualified teachers to replace and perform all the duties of the laid off teachers.
2. If reduction is still necessary, then probationary teachers with the least seniority will be laid off first, provided that there are certified and qualified teachers to replace and perform all the duties of the laid off teachers.

3. If further reduction is still necessary, then tenured teachers with the least seniority will be laid off first, provided there are certified and qualified teachers remaining to replace and perform all the needed duties of the laid off teachers.
 4. In case of equal seniority and equal certification the Board will take into consideration the qualifications of the involved teachers.
- D. Recall in the event of layoffs: The Board will institute a recall procedure, which will be the inverse order of the above layoff procedure.
- E. Seniority rights shall be lost by the teacher, if the teacher does not return within ten (10) working days after he/she has been notified that he/she is being recalled from layoff. However, during summer recess the teacher shall have thirty (30) calendar days to notify the Board of his/her intention to return or decline. Notification shall be by registered mail to the most current address provided by the teacher, in writing, to the Superintendent.
- F. The Board shall give no less than thirty (30) calendar days notice to the teacher being laid off and that notice given to the teacher as soon as needs are determined. The teacher shall perform all regular duties required until said date of layoff.
- G. Teachers shall maintain a seniority right to recall for a period of five (5) years from the date of layoff. Any teacher who has been laid off for more than five (5) years shall be dropped from the seniority list at that time. No loss of experience or tenure granted by the district shall occur.
- H. In the event that this district shall be combined with one or more districts the Board will use it's best effort to assure the continued recognition of the Association and the continued employment of its members in such consolidated districts.
- I. All laid off bargaining unit members may continue their health and dental/vision insurance benefits by paying the monthly normal per subscriber group rate premium for such benefits to the Board one month in advance, subject to carrier requirements and restrictions.

DISCIPLINE OF TEACHERS

- A. The Board may adopt rules and regulations not in conflict with the terms of this agreement concerning the discipline of teachers.
- B. No tenured teacher shall be disciplined (including reprimand, suspension, or discharge) without just cause. Just cause shall include but not be limited to incompetence, insubordination, moral misconduct, and willful and/or flagrant violation of the terms of this Agreement. The specific grounds forming the basis for disciplinary action will be made

available to the teacher and the Association in writing.

- C. A teacher shall be entitled to have present a representative of the Association during any disciplinary action. When a request for such representation is made, the teacher will be given an appropriate amount of time to have a representative present before any action is taken.
- D. The Board agrees to follow a policy of progressive discipline.

TEACHING CONDITIONS

- A. Under no conditions shall a teacher be required to drive a school bus as a part of his/her regular teaching assignment.
- B. The Board shall make available at least one (1) restroom and lavatory facility for staff use and one (1) room furnished for use as a staff lounge.
- C. The teachers work day shall be seven and one-half hours (7 1/2) in length and teachers will be given a one-half hour (30 minutes) duty free lunch.
- D. Staff required to use their personal vehicle for transportation shall be reimbursed at the current district mileage reimbursement rate.

ELEMENTARY TEACHER PREPARATION TIME

In an attempt to equalize the amount of preparation time allowed all teachers in the district, the Board will provide one (1) class period per day, per elementary classroom for special classes with the classroom teacher released for additional preparation time. This shall be contingent upon time available for teaching of these special classes by an existing, qualified staff member.

GRIEVANCE PROCEDURE

A grievance shall be defined as a claim by a teacher or the Association of an alleged violation of the expressed terms and conditions of this contract. The term “days” as used herein shall mean days in which school is in session. Written grievances as required herein shall be submitted on a grievance form and shall contain the following:

- a. It shall be signed by the grievant or grievants;
- b. It shall be specific;
- c. It shall contain a synopsis of the facts giving rise to the alleged violation;
- d. It shall cite the section of this contract alleged to have been violated;
- e. It shall contain the date of the alleged violation;

- f. It shall specify the relief requested.
- g. In appeals, the grievant shall state why the decisions made were not satisfactory.

STEP ONE

A teacher alleging violation shall first discuss the matter with the building Principal submitting the grievance form containing the above items. The formal filing must take place within five (5) days of the occurrence of the event being grieved. The Principal has five (5) days to respond in writing to the formal grievance. If the matter is not resolved at Step One the grievant may appeal to Step Two.

STEP TWO

A copy of the written grievance shall be filed with the Superintendent. Within five (5) days of the receipt of the grievance the Superintendent shall arrange a meeting with the grievant to discuss the grievance. Within five (5) days of the meeting, the Superintendent shall render his/her decision in writing to the grievant and Association secretary. If the matter is not satisfactory with the grievant or Association, they may appeal to Step Three.

STEP THREE

Any appeal of a decision rendered by the Superintendent shall be presented to the Board of Education within five (5) working days and the Board shall allow the grievant or their Association representative an opportunity to be heard at the next regularly scheduled board meeting. Within fifteen (15) days of the hearing, the Board shall render a decision in writing. Copies of the written decision of the Board shall be forwarded to the grievant and the Association secretary. If the matter is still not satisfactorily resolved the grievant may appeal to Step four.

STEP FOUR - ARBITRATION

An appeal on the decision of the Board may be submitted to arbitration before an impartial arbitrator within twenty (20) days of receipt of the Board's answer. If the parties cannot agree as to the arbitrator with twenty (20) days, both parties agree to follow the procedures established by the American Arbitration Association. The Board and the Association shall not be permitted to present or to rely on any evidence not previously disclosed to the other part. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. The decision of the arbitrator shall be binding on the Board, the Association and the aggrieved person. The cost for services of the arbitrator shall be borne equally by the Board and the Association. The arbitrator shall render his/her decision in writing no later than thirty (30) days of the conclusion of the hearing.

The time limits in this Article shall be strictly observed but may be extended by written agreement of both parties.

INSURANCE

The Board of Education shall provide MESSA Choices II with all current members (as of 6-30-07) paying 8% of the Pak rate premium beginning with the 2007-2008 year. Board contribution toward health care shall be capped at the 2006-2007 rate (\$1,281.01) for all future members hired on or after 7-1-07. The Benefit Plan A will include:

- Major Medical
- Long Term Disability 662/3 of Maximum Eligible Salary
Maximum Monthly Benefit \$2000
90 calendar Days Modified Fill Elimination Period
Mental/Nervous Two Years
Alcohol/Drug Two Years
5% Minimum Payout
Pre-existing Limits Waived
Family Social Security Offset

- Life Insurance in the amount of \$10,000 –Disability Waiver will apply
- Accidental Death & Dismemberment in the amount of \$10,000
- Cash option in lieu of health care coverage shall be \$500.00 per month
- Vision/VSP 3
- Dental 50/50/50, \$1,000 Annual Max
Two cleanings Per Year
- All other contractual benefits to remain at current level
- A \$1,000.00 signing bonus will be paid to all returning full-time PHEA members

Employees electing health insurance will be placed in Plan A, employees not electing health insurance will be placed in Plan B (same as Plan A without Major Medical), plus \$150.00 per month applied to a qualified IRS 125 plan. If either the Board or PHEA wishes to consider a new plan, the plan will be presented to the PHEA by the Board, or to the Superintendent by the PHEA before the beginning of each new contract. Any new plan presented must contain comparable coverage and benefits as contained in the existing plan. If there are any changes in coverage, benefits or cost, these changes must be approved by the PHEA and Board prior to the plan being placed in effect. If any changes in the current plan costs, benefits or coverage are not approved by the PHEA and Board, the existing benefits and coverage must be provided. Protection will be for a full twelve-month period, for the full time teacher's entire qualifying family.

CUMULATIVE SICK DAYS

The Teachers' Sick Day Bank is established for teachers with extended illness beyond their accumulated personal sick day reserve.

At the beginning of each school year, each teacher shall be credited with three (3) personal business days and ten (10) sick days. Any personal business or sick days if not used, are to accumulate year after year beginning with the teacher's employment in this system until termination. Said sick days are to accumulate up to ninety (90) days, or one full semester.

Sick leave may be used for the illness of immediate family members. For the purpose of this Article, immediate family members are defined as parent(s), spouse, child, step-child, grandparents, step-parents, mother-in-law, father-in-law, sisters and brothers.

The sick bank, as of July 1, 2004 currently contains Eight Hundred fifty-nine (859) days. Donations to the sick bank shall be suspended until the number of days available in the bank reaches ninety (90). At that time, teachers may contribute to the sick bank by signing an agreement to do so. Donations to the sick bank shall be suspended if it accumulates one hundred eighty (180) days total.

The number of days any teacher may withdraw shall be limited to one-third (1/3) of the days accumulated at the conclusion of the previous school year in the sick bank, or ninety (90) days, which ever is less, after that teacher has five years of enrollment in the Teacher's Sick Day Bank. No teacher shall draw more than ninety (90) days in any consecutive five (5) year period. For the first five (5) years of service in the district the amount withdrawn shall not exceed four (4) times the number of years the teacher has been enrolled in the bank. Each request for sick bank days must be accompanied with a written doctor's statement.

Records are to be made in writing to the president of the Association, recorded with the Association secretary, and then presented to the superintendent.

Days submitted and withdrawn shall be based upon the part of a day in attendance--thus, half-day teachers will contribute and withdraw on a half-day basis.

TEACHERS' IN-SERVICE FUND

- I. Use
 - A. For upgrading present teaching programs.
 - B. To assist in implementing new programs.
 - C. To update techniques in teaching.
 - D. To finance a staff approved program for total staff in-service, excluding Huron County Professional Development Day.

II. Limitations

- A. Up to and not more than \$100.00 per staff member.
- B. Not for specific courses to attain teacher certification.

III. Payment of Funds

- A. In-service cost to be deducted before pro-ration of funds.
- B. If demand is greater than the proposed sum (\$600.00) the amount will be prorated.
- C. Payment to be included in final contract payment.

IV. Administration

- A. Three weeks prior to termination of contract, final evaluation and assessment to be made by PHEA chairperson and superintendent, or board representative.

CALENDAR DEVELOPMENT

Input will be taken from the Board of Education and the Teachers' Association for the development of the annual calendar, including exam schedules, to be established prior to the beginning of each school year and shall be attached to this contract.

TEACHER IN-SERVICE DAYS

The use of teacher assignment days scheduled when students are not scheduled to attend are to be determined by mutual consent at the time of calendar development. This does not limit either party in scheduling other in-service days by mutual consent.

PARENT/TEACHER CONFERENCE

Teachers will be provided one half (1/2) day of non-student time for parent/teacher conferences at the end of the first and third card marking periods.

LONGEVITY

Beginning with the 2005-2006 school year the longevity step of the contract shall be computed at 3 ½ % (.035) of the 13BA step, added to the salary when the staff member's consecutive years of service to the District equals or exceeds eighteen (18).

2007-2008 PORT HOPE SALARY SCHEDULE

1% Increase

STEP	BA	BA+	MA
0	30,688	31,866	32,876
1	32,191	33,412	34,481
2	33,693	34,958	36,087
3	35,195	36,504	37,694
4	36,697	38,052	39,300
5	38,199	39,598	40,906
6	39,702	41,144	42,513
7	41,204	42,691	44,119
8	42,707	44,237	45,725
9	44,209	45,784	47,332
10	45,711	47,331	48,938
11	47,213	48,877	50,543
12	48,715	50,423	52,149
13	49,202	50,927	52,670
LONGEVITY	50,924	52,649	54,392
	LONGEVITY = 13 BA STEP X .035		1,722

2008-2009 PORT HOPE SALARY SCHEDULE
1.5% increase

STEP	BA	BA+	MA
0	31,148	32,344	33,369
1	32,674	33,913	34,998
2	34,198	35,482	36,628
3	35,723	37,052	38,259
4	37,247	38,623	39,890
5	38,772	40,192	41,520
6	40,298	41,761	43,151
7	41,822	43,331	44,781
8	43,348	44,901	46,411
9	44,872	46,471	48,042
10	46,397	48,041	49,672
11	47,921	49,610	51,301
12	49,446	51,179	52,931
13	49,940	51,691	53,460
LONGEVITY	51,688	53,439	55,208
	LONGEVITY = 13 BA STEP X .035		1,748

Notes