

**Tentative Agreement  
Contract Extension**

Between the  
Port Huron Education Association  
and the  
Port Huron Area School District

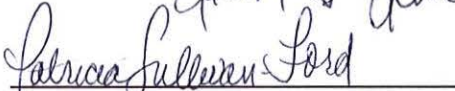
For the 2016-2017 school year, the Port Huron Area School District Board of Education and the Port Huron Education Association agree to the following pending approval by the PHEA membership and the Board of Education:

- The current collective bargaining agreement is extended one year with a new expiration date of August 15, 2017.
- The PHEA has the ability to request to reopen the current collective bargaining agreement for the sole purpose of negotiations regarding compensation.
  - Such request shall be made in writing within 30 calendar days of the the Board of Education accepting the 2015-2016 fiscal audit.
  - The District shall notify the PHEA when the audit is complete and respond to a request to reopen negotiations in writing within 10 business days of receipt.
- The 2016-2017 calendar for teacher and student days
- A Memorandum of Understanding regarding professional development and evening requirements for the 2016-17 school year
- A Memorandum of Understanding regarding the conversion to bi-weekly pay periods beginning with the 2016-17 school year

It is recognized and acknowledged that the above provisions are applicable only for the 2016-17 school year.

Signatures:





For the Association

5-17-16

5/17/16

Date



For the District

5/17/16

Date

# Port Huron Area School District 2016-2017 School Calendar

July 2016						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

August 2016						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			
<b>0</b>						<b>3</b>

September 2016						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	
<b>19</b>						<b>19</b>

Aug 22-24 - Priority School PD  
29-31 - Teacher Work Days (3)  
30 - Open House (EL/MS)

Sept 5 - Labor Day  
6 - First Student Day (1/2 EL/MS)

October 2016						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					
<b>21</b>						<b>21</b>

November 2016						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			
<b>18</b>						<b>19</b>

December 2016						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31
<b>14</b>						<b>14</b>

Oct 14 - End of 1st MP (MS/HS)  
25-27 - Confernces (MS/HS)  
28 - Student 1/2 Day (MS/HS)  
31 - Student 1/2 Day (EL)

Nov 8 - Staff PSD - No Students  
11 - End of 1st Trimester (1/2 Student Day EL)  
15-18 - Confernces (EL)  
23-25 - Thanksgiving Break (3)

Dec 2 - End of 2nd MP (MS/HS)  
21-30 - Winter Break (8)

January 2017						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				
<b>20</b>						<b>20</b>

February 2017						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				
<b>18</b>						<b>18</b>

March 2017						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	
<b>23</b>						<b>23</b>

Jan 2-3 - Winter Break (2)  
27 - MS/HS Records Day (1/2 Student Day)  
27 - EL PSD (1/2 Student Day)

Feb 17-20 - Mid-Winter Break (2)

March 10 - End of 4th MP (MS/HS)  
10 - 1/2 Day PSD (MS/HS)  
10 - End of 2nd Trimester (EL)

April 2017						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						
<b>14</b>						<b>14</b>

May 2017						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			
<b>22</b>						<b>22</b>

June 2017						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	
<b>11</b>						<b>12</b>

April 3-7 - Spring Break (5)  
14 - Good Friday (1)  
28 - End of 5th MP (MS/HS)  
28 - EL/MS PSD (1/2 Student Day)

May 29 - Memorial Day (1)

June 15 - Last Student Day  
16 - Records Day (1)

July 2017						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

August 2017						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

**180**  
Student Days

**185**  
Teacher Days

# Port Huron Area School District 2016-2017 Year Round School Calendar (REVISED)

July 2016						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						
11						13

July 1-8 - Summer Break  
7 - Teacher Work Day / Open House  
11 - Teacher Work Day  
12 - First Student Day (1/2 Day)

August 2016						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			
12						13

Aug 22-31 - Fall Break  
30 - Teacher Work Day

September 2016						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	
15						15

Sept 1-5 - Fall Break  
5 - Labor Day

October 2016						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					
21						21

Oct 31 - 1/2 Student Day

November 2016						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			
16						17

Nov 4 - End of 1st Trimester (1/2 Student Day)  
8 - Teacher PSD - No Students  
15-18 - Conferences (1/2 Days)  
21-25 - Thanksgiving Break (5)

December 2016						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31
12						12

Dec 19-30 - Winter Break (10)

January 2017						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				
17						17

Jan 2-6 - Winter Break (5)  
27 - EL PSD (1/2 Student Day)

February 2017						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				
16						16

Feb 16-21 - Mid-Winter Break (4)  
24 - End of 2nd Trimester

March 2017						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	
18						18

March 27-31 - Spring Break (5)

April 2017						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						
10						10

April 1-14 - Spring Break (10)  
28 - EL PSD (1/2 Student Day)

May 2017						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			
21						21

May 26-29 - Memorial Day Break (2)

June 2017						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	
11						12

June 16 - Teacher Work Day  
19-30 - Summer Break

July 2017						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

August 2017						
S	M	T	W	T	F	S
	1	2	3	4	5	
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

**180**  
Student Days

**185**  
Teacher Days

PROFESSIONAL AGREEMENT  
BETWEEN THE  
PORT HURON AREA SCHOOL DISTRICT  
AND  
PORT HURON EDUCATION ASSOCIATION

2014-2015  
2015-2016

TABLE OF CONTENTS

PROFESSIONAL AGREEMENT..... 1

PREAMBLE ..... 2

ARTICLE I  
Association Relationships ..... 3 - 5

ARTICLE II  
Personnel Procedures ..... 5 - 11

ARTICLE III  
Leaves of Absence ..... 11 - 21

ARTICLE IV  
Grievance Procedures ..... 22 - 26

ARTICLE V  
Teaching Load and Conditions ..... 27 - 39

ARTICLE VI  
Compensation and Payroll Procedures..... 39 - 44

ARTICLE VII  
Councils..... 44 - 45

ARTICLE VIII  
Miscellaneous..... 46 - 48

ARTICLE IX  
Adult Community Learning Program ..... 48

ARTICLE X  
Duration of Agreement..... 49

ATTACHMENTS:

A	Grievance Processing.....	50 - 52
B	2015-2016 School Calendar .....	53
C	Evaluation of Professional Staff .....	REMOVED
D	2014-15 Salary Schedule, 2015-16 Salary Schedule .....	54
E-1	Extra Assignment Salary Schedule (Non-athletic).....	55
E-2	Extra Assignment Salary Schedule (Athletic).....	56

## PROFESSIONAL AGREEMENT

In a mutually desirable effort to promote the best interest of the PORT HURON AREA SCHOOL DISTRICT, hereinafter referred to as the "District", and the PORT HURON EDUCATION ASSOCIATION, hereinafter referred to as the "Association", and in recognition of their responsibilities to each other, the students, and the community for negotiating in good faith, reaching an agreement on matters falling within the area of collective bargaining, and executing a contract to cover such an agreement, THIS AGREEMENT is entered into as of May 29, 2015 at Port Huron, Michigan.

WITNESSETH:

A. It is mutually agreed as follows:

1. Recognition. Pursuant to Act 379, Public Acts of 1965, the District recognizes the Association as the sole and exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours, and other conditions of employment for the entire term of this Agreement for all professional personnel with certificates, or with permits to teach, issued by the State Department of Education, exclusive of administrators. "Teacher", as hereinafter used in this Agreement, shall be construed to include the following whenever employed by the District:
  - a. All classroom teachers, Nursery, Pre-School, Young 4's, Young 5's, Kindergarten through the 12th grade, including special education teachers.
  - b. School Social Workers
  - c. Specialists
  - d. Speech/Language Pathologists
  - e. Counselors
  - f. Consultants
  - g. Media Specialists and Media Technicians
  - h. Coordinators
  - i. School Psychologist
  - j. Teachers of the Homebound
  - k. Orthopedic Teachers
  - l. Occupational Therapists - Registered
  - m. Teachers of the Visually Impaired
  - n. Physical Therapists
  - o. Clinical Therapists
  - p. Adult Education Teachers
  - q. Elementary Music Specialists, Art Specialists, and Physical Education Specialists
  - r. Television Instructors
  - s. Bilingual Teachers
2. Individuals serving in the above positions will be considered to be included as teachers whether under contract, or on leave, under the provisions of this Agreement.
3. "Administrator", as used above and hereinafter, shall be construed to mean an employee of the District holding executive, administrative and/or supervisory positions with a responsibility for recommending the hiring, retention, and/or release of teachers or other employees of the District.

## PREAMBLE

- A. The Board of Education of the Port Huron Area School District and the Port Huron Education Association recognize that the development and operation of educational programs of the highest quality, for the benefit of students and the community of the Port Huron Area School District, require relationships which are based upon the concept of education as a public trust and a professional calling.
- B. The Board of Education, the Superintendent, and the administrative staff and members of the teaching staff must have, and do have, respect and confidence in the ability, experience and judgment of each other in matters which affect the quality of the Port Huron Area School District's educational program.
- C. It is recognized that teaching is a profession requiring specialized educational qualifications and certification. It is also recognized that the quality of the educational programs conducted in the public schools of the Port Huron Area School District is directly related to the quality of the teaching staff.
- D. The Association recognizes the paramount responsibility of the School Board for the operation of the Port Huron Area School District. In the discharge of this responsibility, the District will expect that the Association will continue to contribute through its abilities and experience, and that of its individual members, toward maintaining and improving standards of professional practice.
- E. All teaching personnel employed by the District shall be treated with respect and fairness. All teachers are encouraged to join their professional organizations, take additional training, and closely adhere to the Code of Ethics of the Education Profession. It is expected that all teachers will strive to maintain and strengthen high professional standards and attitudes.
- F. The District and the Association mutually pledge themselves to continue to recognize the full constitutional and civil rights of all teachers. No religious or political activities in the personal life of a teacher, or the lack thereof, shall be grounds for any discrimination with respect to the professional employment of such teacher. The provisions of this Agreement shall be applied without regard to race, color, national origin, sex, age, disability, height, weight, religion, or marital status.
- G. The District and the Association pledge themselves to seek to extend the advantages of public education to every student without regard to race, creed, religion, color, sex, or national origin, and to seek to achieve full equality of educational opportunity for all students.



## ARTICLE I

### ASSOCIATION RELATIONSHIPS

- A. It is the purpose of this article to establish certain Association-District relationships which will insure the most productive results of their joint and individual efforts to improve the educational program of the District. In addition to certain staff relationships, provision is made to authorize Association use of District facilities, equipment and services as hereinafter stated, subject to the general restriction that unless specifically exempted, Association business shall not interfere with the normal and routine operation of the educational program of any building or of the District; nor shall Association business be conducted at District expense or on school time. The rights granted herein shall not be granted or extended to any other teacher organization except where a valid question concerning representation has been clearly raised.
- B. The Association may use the buildings of the District for meetings.
- C. A bulletin board shall be designated in each building for use by the Association for the posting of notices (meetings, elections, vacancies, social events), reports, and information. All posted items shall carry an indication of responsibility for the item. Posting shall be the responsibility of the Association Representative in each building. Classroom or hallway bulletin boards shall not be used for these purposes.
- D. Regular District publications may be used for notices of meetings, elections and social events.
- E. Association materials may be circulated through the regular school distribution system and/or teacher mailboxes.
- F. The Association is authorized to use District equipment to prepare notices, the regular publications and reports, to use communications systems for making announcements, and to use District audio-visual equipment.
- G. The Association shall be supplied with reports or information prepared by the District for public distribution to assist the Association in developing intelligent, accurate, informed, and constructive programs on behalf of the teachers, together with information which may be necessary for the Association to process any grievance.

This shall not preclude distribution of reports or information to the Association prior to public distribution where the Association may have a special concern. The Association shall pay the District for any expense involved in the preparation of information solely for Association use.

- H. The Building Principal and the Association Representative(s) shall meet monthly to facilitate communications between the staff, the administration and the Association.
- I. At the high school level, one Association Representative per building and/or session shall not be assigned a home room.
- J. The Association in consultation with the District shall be permitted to operate a Support Teacher Program in conjunction with the New Teacher Induction Program for purposes of

providing new staff members with continuous professional orientation and information about the Port Huron Area School District. Support teachers shall have no disciplinary, evaluative or other administrative roles. The District shall provide the Association with up-to-date lists of the names of new staff personnel.

K. President's Released Time

1. The President of the Association shall be granted up to full time release at the discretion of the Association. There shall be no loss of seniority, pay, or fringe benefits as a result of the released time. Upon expiration of the term of office, the President shall be allowed to return to the same position held prior to the leave, if available, or to a comparable position, if not available, with no loss of pay or benefits. The preparation period shall be used as a part of the day without charge to the Association.
2. Prior to the opening of school, the Association shall notify the District as to the schedule and amount of the released time. In addition, the President shall be granted the use of five (5) days from his/her personal leave time for Association business. The President shall make request for this use through WillSub. In addition, the President shall not be assigned extra duties, including home room.
3. The District's Business Office and the Association shall agree to a written formula which determines the amount of payment to the District for the released time of the Association's President. This agreement should be established prior to the effective date of released time.
4. The amount of payment to the District shall be equivalent to the percentage of reduction of classroom teaching or assigned duties as applied against the President's contracted salary for that school year, however, the Association shall not be charged for the preparation time.
5. The District shall pay the equivalent of single subscriber rates for insurance benefits for the President. In the event the President elects two-person or full family coverage the Association will be charged for the difference in cost.

L. The District Personnel Directory, when published, shall include a listing of Association Officers and Association Representatives as provided by the Association.

M. All committees appointed by the District shall have teacher representatives, including existing committees, which have at least one (1) Association selected representative. Upon notification, in writing, by the District to the Association of the establishment of the committee and the number of teachers on the committee the Association shall supply to the District the names of teachers within twenty (20) duty days. If the Association shall fail to so supply the names of teachers, the District may appoint the teacher representatives with the approval of the Association. The purpose of such committees will be to provide a means of communication, to review and gather facts concerning educational matters, and to provide the Superintendent of Schools with information and guidance.

N. 1. A teacher shall be entitled to have present a representative of the Association when an administrator is going to make a formal oral or written reprimand or take some disciplinary action that is written and will become a part of that teacher's personnel file.

When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present.

2. No teacher shall be disciplined, including warnings of consequential disciplinary action, reprimands (verbal or written), or suspended, discharged or reduced in rank or professional advantage, or subjected to other actions of a disciplinary nature without just cause. Any teacher who feels he/she has been subjected to an unjust disciplinary action may seek redress under the grievance procedure hereinafter set forth except as limited by Article IV., Section M.2.a. (3). When any disciplinary action results in a written reprimand, suspension, discharge, loss of time and/or benefits, the specific grounds forming the basis for such disciplinary action will be made available to the bargaining unit member and the Association in writing. This provision shall not apply to the termination of services of a probationary teacher.
  3. A teacher desiring to respond in writing to a reprimand or other disciplinary action shall do so within ten (10) school days of the date of the action. If response is not made within such time period, then no response may be made a part of the teacher's personnel file. If an Association Representative was not present at the time of the disciplinary action and if the disciplinary action is reduced to writing, the District agrees to advise the Association of the fact that action has been taken and the name of the teacher against whom the action was taken.
- O. Whenever a teacher is required by the District to act on behalf of the Association during the school day, the teacher shall be released from regular duties without loss of salary or leave time. Normally, grievances will be processed outside of class hours. This is not to be used in such a manner as to deny the teacher Association representation.
- P. No religious or political activities in the personal life of a teacher, or the lack thereof, shall be grounds for any discipline with respect to the professional employment of such teacher.

## ARTICLE II

### PERSONNEL PROCEDURES

#### Section One

- A. The District shall have as its prime objectives the recruitment, hiring and retention of the most qualified teaching staff that is possible in terms of his/her experience and preparation. The District shall recruit minority group educators in order that the staff may more closely reflect the minority student population pattern existing in the preceding school year. The Association shall assist the District by supplying names of qualified candidates, who would be available for employment, if such names are requested by the District. The necessary procedures for implementing these objectives shall be established by the Human Resources Department with the approval of the Superintendent of Schools. All procedures shall comply with the policies of the District and the pertinent laws and regulations of the State of Michigan.
- B. The District shall hire, at the probationary level, only teachers with certificates. In an emergency, the District may hire teachers with permits on a permanent substitute basis only. Exceptions to this shall be:

1. Teaching Interns
  2. Teachers hired from other states with Michigan certification pending (one-year limitation)
  3. Teachers with lapsed Michigan certification (one-year limitation)
- C. The District, absent unusual or exigent circumstances, will provide notice to teachers of teaching vacancies, whether open during the school year or during the summer.
- D. Notice may be provided electronically, including by intranet postings or by sending group emails to the teachers notifying them of such openings.
- E. The assignment of teachers to positions in the evening school program, summer school teaching and driver education program shall be handled in the same manner as regular teaching positions.
- F. In regard to the filling of extra pay assignments as set forth in Attachment E-1 and E-2, within his/her building, the building principal shall notify his/her staff by posting a dated copy of the available positions on the bulletin board in the office, and he/she shall supply the building Association Representative(s) with a copy/copies of the same.
- G. Extra pay assignments are assigned to teachers on an annual basis, subject to the following provisions: A vacancy exists in an on-going extra pay assignment when the teacher notifies his/her building principal that he/she is no longer interested in the position or the teacher has been notified in writing of the specific reasons that he/she has performed less than satisfactory in the position. Extra pay positions may be established or discontinued at any time by the District.

## Section Two

- A. Assignment of the teaching staff within the District is the responsibility of the Superintendent or his/her designee. Beginning with the 1995-96 school year, no administrator shall have any elementary teaching or support responsibility (e.g. Title I, Success, Music Specialist, Speech Pathologist, Teacher Consultant, Social Worker). Assignment of staff within a building shall be the responsibility of the building principal.

Teachers interested in positions available within their buildings should make a written request with the building principal for consideration. When filling vacancies, consideration shall be given to those teachers applying within the building.

- B. Teachers shall be assigned within the scope of their certification. It is desirable to consider teacher aspirations and interests in making assignments.
- C. When teachers who are assigned less than full time positions apply for any vacancy they shall be considered for the vacancy without regard for their less than full time status. If not selected for that position the applicant shall be given reasons, upon request, in writing, based upon teaching performance and qualifications.
- D. Teachers may assume that they will have the same normal teaching assignment for the following year unless notified in writing by the close of school or as soon as a re-assignment is determined. Whenever possible, consultation with their building administrator will occur prior to the re-assignment.

- E. The District will make every effort to avoid closure or reorganization of classrooms or programs after the school year has begun. However, in the event such reorganization becomes necessary, a teacher affected by the reorganization shall be provided with up to two (2) full days of released time to prepare for the new assignment. Additional days may be granted at the discretion of the Director for Human Resources. In addition, if the teacher has expended his/her personal funds for materials or supplies for the original assignment, the District will reimburse him/her for reasonable expense upon a showing of receipts.
- F. A voluntary transfer of a teacher may also be initiated and carried out by the Superintendent or his/her designee, after consultation with the teacher.
- G. After approval of the District and providing they have the proper qualifications, two (2) tenure teachers may choose to exchange teaching assignments within the District for a period of one (1) year. In addition, teachers on the secondary level may request an exchange of teaching assignments for one (1) semester, with the approval of the District. Upon the approval of the District and the two (2) teachers, the transfer shall continue.

Upon approval of the Superintendent or his/her designee, a part-time and full-time teacher may exchange positions for one (1) year. The exchange may be renewed with the approval of the District and the teachers involved. During a time of staff reduction, the teachers will be staffed according to their original assignments. After staffing has taken place, the teachers may then request a renewal of the exchange. During the time of the exchange, all benefits and salaries shall be pro-rated to the teachers' appropriate step and level. Each teacher shall retain his/her seniority and it shall accrue. At the conclusion of the year's exchange, both teachers shall revert to their original status.

#### H. Shared Time Process

Two (2) teachers who wish to share a 100% assignment, with each teacher's position being 50% on the elementary and middle school level and 60%-40% on the high school level, may initially apply for such an assignment for the coming school year. The following procedure will be used:

1. Both teachers must agree in writing to share an assignment with the other.
2. If both teachers are in the same building, the building principal must give approval.
3. If each teacher is in a separate building, the receiving principal must give approval.
4. In the spring of each year, the District will allow teachers to indicate in writing a desire to be part of the Shared Time Process. Letters must be received by the District's Human Resources Office prior to March 1.
5. The District then holds its District-wide staffing. The District will then attempt to fulfill the shared-time requests of teachers. All shared-time positions will be one (1) year assignments. Teachers placed in shared-time positions cannot request a position of greater percentage for the remainder of the school year.

#### I. Less-Than-Full-Time Teacher Process (Teachers other than shared-time teachers)

1. Volunteering for less than full-time positions.

- a. The teacher must indicate in writing to the Human Resources Office, his/her interest in a less-than-full-time position for the coming year. Each year is to be treated separately.
  - b. The letter must be received by the Human Resources Office prior to March 1
- J. Dismissal of teachers shall be carried out solely through the provisions of the Michigan Teachers' Tenure Act. These provisions apply to teachers in federally funded and specially funded programs as well as other teachers.
- K. Resignations shall be made in writing to the Human Resources Department as soon as a teacher is aware that he/she is leaving the District. Failure to fulfill a contract without notification sixty (60) days prior to the opening of school, unless mutually approved by the teacher and the District, shall constitute a breach of contract.
- L. When being assigned to positions, teachers must meet state certification and qualification standards.

### Section Three

A. Seniority:

1. a. No later than November fifteenth (15th) of each school year, the District shall prepare a Seniority List of all bargaining unit members, indicating the teacher's name and rank order of seniority status as determined below. Such List may include teachers of equal ranking which need not be determined until it becomes of issue. Copies of the Seniority List will be posted in each building on the office bulletin board, on PHEA bulletin boards in staff rooms and provided to the Association as soon as the List is prepared.
  - b. This List will be continuously updated upon receipt of information calling for correction or change as supplied by the individual teacher to Human Resources throughout the year. Updated copies of the List shall be published as above on February fifteenth (15th) and on May first (1st) of each school year
2. Establishing the Seniority List

Seniority to the extent it may be applied pursuant to Board Policy shall be defined as all years of teaching service to the District including seniority years of credit for leaves where seniority is granted as provided by this Agreement. In the event that a reduction is necessary and one or more teachers have an equal amount of seniority, the following criteria shall be used in declining priority:

- a. District years of teaching
- b. Total years of teaching
- c. Highest degree earned

- d. Semester hours earned beyond the highest degree (term hours equated)
  - e. Total semester graduate hours (term hours equated)
  - f. Draw lots
3. In determining years of service for purposes of seniority all years of teaching service in the District shall be counted. In the event that a teacher has taught for ninety (90) duty days or more in any one (1) school year he/she shall be given credit for one (1) full year of seniority. Any teacher on leave of absence or renewal for which increment credit is given shall be given seniority for such period. In the event that increment credit is not given for leave of absence or renewal there shall be no seniority accrued. Internship shall not be counted as a year of service for seniority. Teaching service in the District shall be limited to work served in the bargaining unit.

## B. Staffing Procedures

1. Establishing the List of Staff Needs
  - a. The District will determine staff allocations.
  - b. Building Administrators shall discuss any allocation change in their building with the teaching staff at a staff meeting.
  - c. The District will establish a List of Displaced Teachers, comprised of those teachers whose positions were eliminated as above, listed in order of seniority.
2. Establishing the Tentative Building Placement List

The District will establish a Tentative Building Placement List which indicates each bargaining unit member's name and tentative assignment.

- a. The District will publish a List of Teachers To Be Placed On Layoff, which will be prepared and will be provided to the Association as soon as determined. The list will indicate the teacher's name.
- b. The Superintendent will recommend to the Board and the Board will act to release all teachers whose names appear on the List of Teachers To Be Placed on Layoff.
- c. A Teacher who receives unemployment compensation during a layoff period and is recalled:
  1. Recall before the first teacher duty day: A teacher who is laid off and who is paid unemployment compensation benefits associated with his or her regular teaching assignment during the summer immediately following the layoff and who is subsequently recalled to the teaching position at the beginning of the next school year (i.e., at or before the time teachers first report for duty) will be paid at an annual salary rate equal to the annual salary he/she would have earned for the school year had he/she not been laid off minus the amount of unemployment compensation received.

2. Recall after the first teacher day: A teacher who is laid off and who is paid unemployment compensation benefits associated with his or her regular teaching assignment during the summer immediately following the layoff and/or part way into the next school year, and who is subsequently recalled to the teaching position part way into the next school year, will be paid at the lesser of: (a) their normal annual salary rate or (b) the normal annual salary rate less the extent to which the remaining annual salary plus unemployment compensation received exceeds the annual salary he/she would have earned for the school year had he/she not been laid off.
3. In calculating the amount of unemployment compensation received for purposes of subparagraphs (1) and (2) above, the teacher may deduct reasonable expenses incurred in searching for the replacement employment including reasonable mileage expenses. A teacher claiming a credit for expenses incurred in searching for replacement employment must provide satisfactory documentation to the District evidencing such expenses.

#### Section Four

Human Resources shall maintain a Personnel Record for each teacher. Any written evaluation, including reprimands or disciplinary actions, shall be filed in the record. Nothing shall be filed without the teacher's certification that: "I have received a copy of this material." In the event that a teacher refuses to acknowledge receipt of a written evaluation, such evaluation may be filed if accompanied by a written statement of the time and place when such teacher refused to acknowledge such receipt, together with proof of service by certified mail addressed to the teacher involved. A teacher may examine his/her personnel file, except for materials provided by organizations or individuals outside of the school district. The teacher may authorize examination of his/her record by the Association.

In the event the District is in receipt of a written request for any or all information contained in the personnel records of a teacher, the District shall notify the teacher as soon as possible of such a request. Prior to the release of any information, the teacher shall be provided an opportunity to examine any information as it has been prepared for release.

#### Section Five

##### A. Expression of interest in another assignment

1. The parties recognize that the decision as to staffing, assignment and teacher placement rests solely with the District.
2. The District recognizes that teachers desire to have the opportunity to express their interest in other assignments within their existing buildings or elsewhere in the District, and the District likewise desires to receive such information from teachers.
3. Teachers may provide to either their building principal or the Executive Director of Employee and Student Services, or both, an expression of interest in a different assignment or assignments, whether within their current building or elsewhere within the District, whether currently vacant or not. Unless an automated process is set up



on the District's intranet site, the teacher may express their interest by sending an email expressing interest to either their building principal or the Executive Director of Employee and Student Services, or both.

4. If the teacher does not want his or her building principal to be aware of the submission, the teacher may request the same, and the District will attempt to honor that request until such times as the input of the building principal is required.
5. The expression of interest for the following year should normally be submitted prior to the staffing process, but may be changed at any time. An expression of interest can be for an open position or a position that is not known to be currently open. An expression of interest will be considered active until the first student day.

B. Disclose of Reasons for Non-Selection

1. If a Teacher has expressed an interest in an open position as provided under Paragraph A of this Section, and does not receive the position, the Teacher may request the reasons for the non-selection by sending an email to either the building principal or the Executive Director of Employee and Student Services.
2. The response to such a request by a teacher may be either verbally or written.
3. Any placement decision or decision under this Section is not appealable or subject to the grievance procedure.

ARTICLE III

LEAVES OF ABSENCE

- A. It is generally agreed that a child's education is most enhanced by consistent and continuing contact with a qualified teacher. For this reason, absence of the teacher from the classroom should neither be requested nor approved lightly. It is recognized, however, that teachers are occasionally faced with an unavoidable necessity to be absent on a short-term basis. In addition, there are long-term absences which may result in benefits to the individual and/or the District. It is the purpose of this Article to provide an orderly and just procedure for leaves-of-absence.
- B. Each teacher shall have an individual leave bank consisting of the accumulated leave time earned by the teacher and such leave time as is granted in advance each school year. Teachers hired for employment in the 2014-15 school year and any school year before the 2014-2015 school year shall earn leave time at 12 days per school year to be credited at the beginning of the school year. Teachers hired for employment in the 2015-16 school year or any school year thereafter shall earn leave time at the rate of 9 days per school year. In the event a teacher leaves the school system during the school year and has used unearned advanced leave credit, a proportionate deduction, equal to the teacher's daily pay rate times the number of such days, shall be made from the teacher's final pay. Leave time is prorated based on the work year and Full Time Equivalent status.
- C. The maximum accumulation of leave days allowed each teacher hired for the 2014-15 school year or before shall be 185 days. For any employee with a balance greater than 185

as of June 30, 2015 the difference between their ending balance and 185 may be retained in their leave bank until used. Once the employee's leave bank goes below 185 the maximum accumulation will remain at 185. Maximum accumulated leave can never exceed ending balance as of June 30, 2015 or 185 days whichever is greater. The maximum accumulated leave time for any teacher hired for the 2015-16 school year or after shall be 90 days.

A statement of available leave time shall be provided to each teacher prior to the opening of each school year. The statement shall include accumulated leave time and the advanced credit of leave time.

- D. Beginning with the 2015-16 school year, as an incentive to improve overall attendance, the District agrees to the following bonus payments for good attendance as follows:

<b>Employees hired 2014-15 or prior</b>		<b>Employees hired any school year thereafter</b>	
<b>Days Used</b>	<b>Bonus</b>	<b>Days Used</b>	<b>Bonus</b>
0	\$600	0	\$450
.5 - 1	\$550	.5 - 1	\$400
1.5 - 2	\$500	1.5 - 2	\$350
2.5 - 3	\$270	2.5 - 3	\$180
3.5 - 4	\$240	3.5 - 4	\$150
4.5 - 5	\$210	4.5 - 5	\$120
5.5 - 6	\$180	5.5 - 6	\$90
6.5 - 7	\$150	6.5 - 7	\$60
7.5 - 8	\$120	7.5 - 8	\$30
8.5 - 9	\$90		
9.5 - 10	\$60		
10.5 - 11	\$30		

The above schedules are based on full-year, full-time employment. Payment for less than full-year or less than full-time employees will be prorated accordingly. Payment will be made in the last pay of the school year based on leave days used at that time. The effectiveness of this incentive will be reviewed annually and the program may be terminated at the discretion of the District upon written notice to the Association.

- E. In any case where a teacher is absent from his/her employment by reason of an injury compensable under the Worker's Compensation Act, such teacher shall be paid the daily amount actually earned minus the amount of daily compensation received under the Act. Leave time under the Act shall be deducted from the teacher's individual leave time in proportion to the daily amount paid by the District.
- F. Leave time shall be deducted only for an absence which occurs on a day for which a teacher would normally be on duty.

- G. Leave of absence are categorized into personal, professional, or association business and are either short term or long term in nature. Short term leaves generally last no more than five consecutive days, whereas long term leaves are greater than five consecutive days. Professional leaves of absence do not involve a charge against the teacher's individual leave bank. Personal leaves of absence represent a charge against the teachers' individual leave bank and are limited both by the teacher's individual leave bank or any other limits established within this Article.
- H. The parties recognize the obligations and rights of the District in complying with and administering the Family Medical Leave Act of 1993 (FMLA). The District's policies and procedures with respect to FMLA leaves shall be administered in compliance with, and not in violation of, the FMLA.

## PROFESSIONAL LEAVES

### Short Term Professional Leaves

- I. Short-term professional leaves of absence include attendance at conferences, meetings, workshops, seminars, and similar functions. This shall also include, but not be restricted to, court appearances and legal consultations requested by the District as a result of school employment. It shall not be considered an absence from duty when any teacher is on District business as requested and/or approved by the District. Short-term professional leaves-of-absence are to be requested upon Travel Application and Expense Statement (PH-T2). These shall follow normal channels and procedures established for use of this form. This shall apply whether or not District expense is to be incurred. All school business absences shall be processed through the use of the Travel Application and Expense Statement (PH-T2).

To encourage professional involvement, the District supports employee participation by granting short-term leaves, paying certain expenses, and providing transportation within budget limitations and the procedures established by the District. The opportunity to attend a conference at District expense shall be rotated so as to promote professional development throughout the staff. Such attendance shall be considered particularly desirable when important information can be effectively acquired only by attending, when the staff member is appearing on the program, or when professional recognition is being accorded to him/her.

Teachers interested in attending a conference at any time during the school year shall submit a request for travel and conference expenses. The selection of participants will be the responsibility of the District. Individuals selected to attend a conference at District expense may be requested to prepare a summary of the conference for distribution to others.

### Long Term Professional Leaves

- J. Long term leaves of absence become available to teachers upon attaining tenure status. These absences may extend up to one school year with Board approval. Additional leaves may be requested, but approval will be at the option of the Board. The foregoing shall not apply to maternity and adoptive leaves which are covered under this Article. Such leaves

are granted by the Board of Education upon written application, with supporting data where required, to the Human Resources Department. All reference hereafter to one year leaves of absence or one school year leaves of absence shall mean whatever number of duty days in accordance with this Article except in the case of medical leaves.

Accumulated leave time is retained during these leaves. No leave time may be earned during such leaves. Increment credit is allowed as indicated below. All long term leaves of absence are without pay except leaves of absence for advanced study. No charge will be made against the individual leave bank time.

Upon return from an approved long-term leave of absence, the District will return the teacher to an assignment comparable to that held by the teacher before going on leave.

For teachers returning from a renewed leave of absence, placement for the returning teacher will be given priority over teacher interns, new applicants or permanent substitutes.

1. **Advanced Study:** A leave-of-absence for advanced study shall be granted for a limit of one (1) school year. It shall be requested on or before May 1st (first) of the preceding school year. Such leave shall be limited to teachers on tenure. A teacher, when applying for such leave, shall provide the Human Resources Office with documentation that he/she will be enrolling as a full-time student in a program of advanced studies. Full-time status shall be determined by the accredited college or university. No more than two percent (2%) of the total teaching staff shall be granted leaves-of-absence for this reason in any one year. If the number of requests warrants, fifty percent (50%) of those granted shall be to elementary teachers and the balance to secondary teachers. Priority shall be given to teachers requesting a second consecutive year of leave for advanced study. Advanced study must increase the teacher's teaching competency and be accomplished in a suitably accredited college or university. A limit of two (2) years of such leave may be granted in any ten (10) year period to any one teacher. Increment credit shall be allowed upon receipt by the District of documentation from the accredited college or university that the teacher has completed the studies for which he/she was enrolled. Requests for leaves for advanced study in excess of two percent (2%) may be submitted to the Board of Education with the Superintendent's recommendation. (See Article VI for compensation provisions.)
2. **Educational Travel Leave:** A leave-of-absence for the purpose of educational travel, university credit travel-course, or any District approved plan that would enhance the teacher's effectiveness, may be granted to any tenure teacher. The leave shall be for a period of one (1) semester or for one (1) year, and no increment credit will be allowed.
3. **Foreign Teacher Exchange Leave:** A leave-of-absence for one (1) year may be granted to any tenure teacher for the purpose of teaching in the schools of a foreign country, provided such foreign country shall have agreed to furnish a teacher of corresponding rank or school level to fulfill the duties of the teacher on leave. During the period of the leave-of-absence for teaching in a foreign country, the teacher shall receive from the District the same compensation that he/she would have received had he/she been present and teaching in a school of the District. Such leave-of-absence shall not in any way affect the retirement rights of the teacher as a member of the Michigan Public School Employees' Retirement Fund and the period of the leave-of-absence shall be credited to the total years of service of the teacher in the same manner as if he/she had

not been granted the leave-of-absence and been present within the District engaged in actual teaching service.

The teacher furnished to the Port Huron Area School District by the foreign country, must agree to comply with the policies of the District and the District will furnish the same working conditions for said teacher as for regularly employed teachers.

## PERSONAL LEAVES

### Short Term Leaves

- K. Any teacher who will not be able to report for a duty day shall notify the designated administrator at least one (1) hour before scheduled reporting time, or in an emergency as soon as possible, to allow for the hiring of a substitute. Provided, however, said designated administrator may designate an alternate person to be responsible for receiving such notification. Unless otherwise indicated at the time of notification of absence, the District will assume that the teacher will not report for duty for the following school day, unless the teacher notifies the designated administrator (or alternate person) by the end of that school day or at least one (1) hour before scheduled reporting time the following day that he or she will be returning to school. When no notice is given and the teacher reports for duty, if a substitute is hired who is not reassigned, the teacher will have the substitute daily rate deducted from teacher's pay, except in cases of an emergency when notification may be given ex post facto. In the event that the absence is for medical reasons and the teacher is under a doctor's care, and if the leave has been in excess of three (3) consecutive school days, or in the event there are questionable absences on the part of an individual teacher, the District may request certification from a qualified physician substantiating the need for such absence and that the teacher is able to return to duty.
- L. Except for the personal illness of the teacher, short-term leaves-of-absence for personal business are to be requested upon the Request for Personal Leave (PH-43). Such requests must be made out and submitted in advance, except in cases of emergency when they may be submitted ex post facto. Such leaves shall be approved by the building principal or the appropriate administrator. If the need arises for short-term leaves-of-absence for personal business (including religious holidays) which are not specifically mentioned below, the building principal shall forward the form PH-43 to the Human Resources Department for a decision. When possible, the District will honor the teacher's request for a particular substitute.
- M. Short-term leaves-of-absence for personal business are of many types. Each is listed below with the limitations as to number of days for each such instance. Not less than one-half (2) day shall be deducted for such short-term leaves. Immediate family definition is to include: mother, father, son, daughter, brother, sister, spouse, mother-in-law, father-in-law, son-in-law, daughter-in-law.
1. Illness
    - a. Teacher - individual leave bank
    - b. Serious illness in the teacher's immediate family and immediate household - up to twelve (12) days per school year (Serious illness is defined as: associated with acute illness with questionable prognosis; vital signs may be unstable and/or not within normal limits; patient has chance for improved prognosis.) The District shall have the right to request and receive verification of the serious illness.

2. Death
  - a. Immediate family, as defined above - up to five (4) days
  - b. Non-immediate family - up to three (3) days
  - c. Close personal friend - one (1) day
3. Routine Medical Attention: Where necessary dental or medical attention, including examination, cannot be scheduled outside of school time, the required time shall be allowed. This shall include physical examination for selective service purposes.
4. Graduation
  - a. Teacher - one (1) day in Michigan, up to three (3) days out of Michigan
  - b. Spouse, son or daughter - same as teacher
5. Required Appearance
  - a. Court by subpoena or summons – work-related: In the event an employee is subpoenaed or summoned to appear in court on a work-related matter, a special paid leave of absence, not to be deducted from the employee's accumulated leave, may be granted for that purpose, provided he/she presents the court order, subpoena or summons, if one is issued, to Human Resources as far in advance as possible. He/she shall be at work at all reasonable hours when not required at court.
  - b. Court if subpoena or summons to appear for a student-related matter, the employee must contact the Assistant Superintendent upon receipt of the subpoena. The Executive Director of Employee and Student Services will assist the employee to assure compliance with all laws and regulations related to student information. Failure to seek guidance may lead to disciplinary action if violation of laws and regulations occur. Absence not to be deducted from employee's accumulated leave time.
  - c. Court appearances not related to work. In the event an employee is summoned or subpoenaed to appear in court on a non-work related matter, the employee may use personal business time or the employee may choose to be unpaid for this time.
  - d. Income tax investigation - one (1) day
  - e. An employee's education appointments with colleges or universities which cannot be scheduled on other than school time and the teacher's educational or professional program is concerned - one (1) day per occurrence.
  - f. Jury Duty: Any teacher called for jury duty will cooperate fully with the administration in requesting excuse or deferment until after the end of the school year. If excuse or deferment is denied and the teacher is required to serve during the school year, the teacher will be paid the difference between jury pay and his/her regular salary. Time spent on jury duty will not be deducted from the teacher's individual leave bank.
6. Household Emergency - one (1) day per occurrence. (Limited to an emergency of such a nature that previous knowledge of the problem was lacking to the extent that arrangements to handle the problem could not be handled in advance of the emergency.)
7. Illness in the immediate family - up to 12 days per year

8. For services on governmental boards as an official who has been publicly elected or appointed to fill a publicly elected position, not more than six (6) days per school year. If compensation is paid for such board service, the amount of such daily compensation shall be deducted from the teacher's pay, but, in that event, leave time shall be deducted in proportion to the daily amount paid by the District.
9. Personal Business: Beginning with the 2015-16 school year, the District shall provide each teacher hired for the 2014-15 school year or before with three (3) non-cumulative personal business days each school year. Any teacher hired for the 2015-16 school year or after shall be provided with one (1) non-cumulative personal business day for each school year. Use of such leave shall be charged to the teacher's individual leave bank. The teacher planning to use such a day shall notify his/her principal at least one (1) day in advance submitting through WillSub. In an emergency, the one (1) day advance notification will be waived, but notification and submission through WillSub must be carried out.

The following are restrictions upon the use of the personal business day:

- a. The day may not be used for Association activities or to seek other employment.
- b. The day may not be used on a day immediately preceding or following a holiday or vacation period. This restriction will be waived if the personal business day is to be used for marriage of the teacher or immediate family, moving or closing of a mortgage.

In the event that the Superintendent or designee declares an emergency situation in a building(s) causing or resulting in student unrest, necessitating that teachers be on duty, then personal business days will not be granted during the emergency. This restriction will be waived if the personal business day has been previously scheduled and cannot be changed. The teacher shall consult with the building principal in these circumstances.

- N. When extenuating circumstances exist a teacher may request exceptions to the above listed limits. Such a request must be submitted to the Superintendent in writing with explanation as to the extenuating circumstances and amount of time requested. Such an extension is granted at the discretion of the Superintendent and is not subject to the grievance procedure.
- O. The Association and the District will join in a cooperative effort to reduce the number of leave days expended in this provision. This is on the condition that all other bargaining units in the District agree to this same effort.

#### Long Term Leaves

- P. Long term leaves of absence become available to teachers upon attaining tenure status. These absences may extend up to one school year with Board approval. Additional leaves may be requested, but approval will be at the option of the Board. The foregoing shall not apply to maternity and adoptive leaves which are covered within this article.

Such leaves are granted by the Board of Education upon written application, with supporting data where required, to the Human Resources Department. All reference hereafter to one year leaves of absence or one school year leaves of absence shall

mean whatever number of duty days in accordance with this agreement except in the case of medical leaves.

Accumulated leave time is retained during these leaves. No leave time may be earned during such leaves. Increment credit is allowed as indicated below. All long term leaves of absence are without pay except leaves of absence for advanced study. No charge will be made against the individual leave bank time.

Upon return from an approved long-term leave of absence, the District will return the teacher to an assignment comparable to that held by the teacher before going on leave.

For teachers returning from a renewed leave of absence, placement for the returning teacher will be given priority over teacher interns, new applicants or permanent substitutes.

1. Extended Emergency Leave: An extended emergency leave-of-absence for the remainder of the school year in which taken may be granted when circumstances beyond the control of the teacher requires such leave. No increment credit is allowed. There shall be a limit of two (2) renewals.
2. Extended Illness: Request for leaves-of-absence due to extended personal illness may be initiated by the teacher, or by the Superintendent for the teacher, where extended medically certified physical or mental illness precludes performance of assigned duties. Such leaves shall be granted for a maximum of one (1) year after all accumulated leave has been used. No increment credit is allowed during the leave. Assistance shall be provided in the obtaining of a disability retirement under the Michigan Public School Employees' Retirement Fund or the Federal Insurance Contributions Act where the teacher is eligible for such benefits and desires to apply for disability retirement.

Return to duty may be requested at any time by the teacher, in writing, to the Human Resource Department, and is to be supported by a physician's certification of the teacher's ability to return to duty. The District shall notify all teachers on leave for extended illness of any anticipated staff reduction. The District shall place the teacher in a position according to the following and in the following order:

- a. If there has been a layoff of staff during the teacher's leave and the teacher would have been laid-off but for being on leave, the teacher shall be placed on the Recall List according to the position he/she would have held but for being on leave.
- b. If a staff reduction is anticipated, the teacher must notify the District in writing by April 15th of his/her intent to return the ensuing school year. If such notice is not received, the teacher shall be placed on the existing Recall List.
- c. If there are no teachers on layoff at the time the teacher returns, the teacher shall be placed in his/her previous position or another position for which he/she is qualified at the option of the District. If neither of such positions are available, he/she shall be placed in the first open position for which he/she is qualified.



3. Leaves-of-absence to accept other employment are restricted to certain categories of other employment, such as military duty, overseas teaching, Peace Corps, political office, or a temporary assignment with some governmental agency or institution of higher learning. Each request of this type of a leave must be accompanied by some evidence of the nature and duration of the employment. An original leave for military service shall be for the duration of the service as indicated in the supporting evidence. All other categories of leave under this paragraph shall be for the duration of employment as indicated in the supporting evidence and for the remainder of that semester, except that the teacher shall be given first opportunity to substitute at daily substitute rates, or after sixty (60) days in one specific assignment as provided by this Agreement. Increment credit shall be granted for these leaves.
4. The parties recognize the obligations of the District in complying with and administering the Uniformed Services Employment and Reemployment Rights Act or any other applicable law relating to military service.
5. Maternity Leave and Adoptive Leave
  - a. Request for a maternity leave of absence by a teacher shall be made at least six (6) months prior to the expected birth of the child. Medical certification of the pregnancy is required; this certification must include a statement indicating the employee is physically capable of performing assigned duties and that such duties would not be injurious to the health of the teacher and the unborn child.
  - b. A maternity leave shall begin on a date mutually agreed upon by the teacher, her physician, and the District. In cases where the teaching performance of the teacher is adversely affected by the pregnancy, the District shall establish an earlier beginning date for the leave than that date previously agreed upon. The maternity leave following the birth of the child may be for up to one (1) year. A teacher who indicates in writing, prior to the birth of a child, an interest in returning to duty within sixty (60) calendar days following the birth of the child shall be assured that her teaching position will be available to her upon her return within, but not exceeding, the sixty (60) calendar days. A teacher wishing to have the maternity leave extended beyond the sixty (60) calendar days, up to a year, will be able to return to a comparable position. If the termination date of the leave falls within a semester the teacher will return to a comparable assignment at the beginning of the next semester. In all instances the teacher must give written notice to the Human Resources Department least sixty (60) calendar days prior to the date she desires to return. Return to duty in either case must be supported by a physician's statement indicating the employee is physically capable of returning to assigned duties.
  - c. Leave days may be used for only that portion of a maternity leave resulting from disability due to pregnancy, childbirth or the medical complications therefrom. Any teacher failing to return to work within forty-five (45) days from the date of delivery of the child and claiming continued disability shall provide the District with a physician's statement that the teacher is unable to return to work because of medical disability. This disability shall be treated as a personal illness. If no physician's statement is furnished, leave days may not be used for the maternity leave after that date

- d. An adoptive leave for up to one (1) year shall be allowed.
  - e. Tenure teachers may request up to two (2) renewals for maternity and adoptive leaves. Teachers wishing to return from such a renewal will be able to return to duty contingent upon the availability of a position for which the teacher is qualified. Placement for a teacher returning from a renewal maternity/adoptive leave will be given priority over teacher interns, new applicants, or permanent substitutes.
  - f. Increment and seniority credit shall be granted if a person has served at least the equivalent of ninety (90) duty days of the school year in which the original maternity/adoptive leave is taken.
  - g. The District agrees to hold the Association harmless from liability resulting to the Association for a claim against it for denial of use of sick leave for maternity reasons.
6. A Leave of Absence for a period of either one (1) semester or one (1) year, without pay or benefits, may be granted after consultation to any teacher upon application for the teacher's personal use. No increment credit or seniority shall be allowed. The teacher may request one (1) renewal of a Personal Leave.

#### ASSOCIATION LEAVE

- Q. Association Business Leave: The employer shall provide to the Association eighty-five (85) days per school year of released time for the handling of Association business as deemed appropriate by the Association President. The first fifty (50) such days are to be at District cost and up to thirty-five (35) additional days will be provided with the Association reimbursing the District the actual substitute cost for each additional day used. (\$33.00 per day for the 1980/81 and per diem rate for ensuing years). Request for Association business days will be made on a PH43.
- R. The President of the Port Huron Education Association or any tenure teacher elected President or Vice-President of the Michigan Education Association or the National Education Association shall, upon written request, be granted a leave-of-absence for up to two (2) years. At the discretion of the Superintendent of Schools, similar leaves shall be granted to teachers to serve as officers of other professional organizations.
 

In the event that a teacher receives compensation for serving as President of a professional organization while on leave from the District, he/she may personally reimburse, or cause the District to be reimbursed, and have such reimbursement paid to him/her through the District in order to protect his/her retirement rights and benefits. Increment credit shall be allowed.
- S. A leave-of-absence shall be granted to any tenure teacher upon application for service on the staff of the Port Huron Education Association, the Michigan Education Association or the National Education Association. Such leaves shall be limited to two (2) years. Increment credit shall be allowed.
- T. All requests for return from leave, and notice of teacher placement by position, shall be made in writing by the teacher and the Human Resources Department.

## SICK LEAVE BANK

- U. The District agrees to establish a Sick Leave Bank. The Board of Education will place 350 days in the bank at the beginning of each school year. The primary purpose of the sick bank is to protect employees' earning power during periods of protracted and unavoidable absence due to his/her incapacity to perform the responsibilities of their assignment.

A Sick Leave Bank Committee shall be established and composed of two (2) teachers appointed by the Association and two (2) administrators appointed by the Board and the Director of Human Resources. This Committee will make decisions regarding the Sick Leave Bank. The Sick Leave Bank Committee's decisions shall not be subject to the grievance procedure set forth in Article IV.

1. In the event that a teacher has exhausted his/her individual sick leave bank and is certified by a physician to have a personal illness, injury, or disability, the teacher may apply to the Human Resources Office for benefits from the Sick Leave Bank.
2. The first thirty (30) duty days of a disability will not be covered by the Sick Bank, but must be covered by the person's own accumulated sick leave or absence without pay. Members who do not have thirty (30) duty days of accumulated sick leave to use will be placed on unpaid medical leave until the waiting period is completed. Sick leave days that are clearly identified by the physician as related to the same disability and are within a one-year window will count toward the fulfillment of the 30-duty-day waiting period.
3. Sick Leave Bank cannot be used during layoff or other non-compensated leaves.
4. Elective surgery does not qualify for the Sick Leave Bank.
5. During such leave the District agrees to continue and maintain all of the health and other fringe benefits to the extent permitted by insurance carrier.
6. As soon as the waiting period for long-term disability has expired, and the teacher has qualified for LTD benefits, he/she shall no longer be entitled to draw benefits from this bank.
7. When a teacher has provided certification by a physician, notified the Human Resources Office, exhausted his/her individual leave bank and/or has fulfilled the waiting period of thirty (30) duty days, the teacher shall be eligible to draw days from the Bank. The Sick Leave Bank benefits will be paid beginning the day after the teacher has exhausted her/his individual sick leave and/or has completed the thirty (30) duty day waiting period, as provided in Article III, U., 2. The teacher may be eligible to apply to the Sick Leave Bank for coverage the greater of the remaining school days of his/her disabling illness or injury, or until the waiting period for long-term disability insurance provided for in this agreement has expired.

## ARTICLE IV

### GRIEVANCE PROCEDURES

- A. The primary purpose of these procedures shall be to secure equitable solutions to all grievances in an orderly and expeditious manner. Every effort shall be made to secure equitable solutions at the earliest possible step of the procedures.
- B. The teacher, or the teacher and the Association Representative, or the Association Representative only, shall be encouraged to discuss complaints with the building principal or line administrator before using the grievance procedure. This discussion will include the nature of the complaint and identification of the complainant. In those instances where the complaint involves another administrator, the teacher may talk to that administrator, but his/her building principal shall be kept informed. These discussions about the complaint shall in no way cause the teacher to forfeit his/her use of the grievance procedure except that both the complaint and the filing of a grievance, where used, shall be completed within fifteen (15) days of the occurrence of the problem concerned. The Association, through the Professional Action Committee (PAC), is also encouraged to discuss complaints with the Superintendent or his/her designee before using the grievance procedure. The complaint shall not become a matter of record.
- C. The teacher may file a grievance as an individual or jointly with the Association. Representation of the teacher by any officer, agent or representative of organizations other than the Association is not permitted. The teacher shall be provided with written copies of all determinations. A final written determination of a formal grievance shall become a part of the teacher's personnel file and shall be destroyed seven (7) years after the end of the teacher's employment. All other records relative to grievance proceedings shall be filed separately from the teacher's personnel file.
- D. The Association, in any grievance proceedings, shall have the right to represent any teacher upon the request of the teacher. The Association shall be present at any formal grievance hearing whether representing the teacher or not. The Association shall have the right to file and process a grievance.
- E. The District shall provide all necessary forms for the processing of grievances. Attachment A is the current grievance form, but such form may be revised, within the context of the grievance procedures, by the District in consultation with the Association. Copies of all determinations shall be provided to the teacher and the Association.
- F. In order to preserve confidentiality, all hearings shall be conducted in private. Records and/or information necessary to the processing of a grievance shall be made available to the teacher and the Association. A grievance may be withdrawn at any step of the procedure without prejudice, but all grievances shall be processed through all steps in the sequence and manner indicated herein.
- G. No terms shall be added to or subtracted from this Agreement, nor any provision changed, by the grievance procedure. Any matter to which the Michigan Teachers' Tenure Act is applicable shall not be subject to the grievance procedure.
- H. Time limits in this Article may be extended by mutual consent of the District and the teacher or the Association.

- I. If the grievance is filed on or after May 15th (fifteenth), every effort shall be made to process the grievance prior to the close of the school year.
- J. In the event that the Administration recommends to the Board of Education the non-renewal of a contract for probationary teachers, the teacher involved shall have the right to a hearing before the Board of Education. Such hearing shall be public or private at the option of the teacher. A teacher may be represented by the Association or an attorney and shall have the right to call witnesses and cross-examine witnesses. Upon request, all testimony shall be taken under oath or affirmation.
  - 1. The probationary teacher shall request such hearing within ten (10) days from the date of receipt of notification of unsatisfactory performance from the District, and such hearing shall be held within twenty (20) days thereafter.
  - 2. The Board shall issue a written opinion deciding such hearing within ten (10) school days.
  - 3. This section shall not apply to non-renewals resulting from staff reduction.
  - 4. There shall be no appeal to the grievance procedure nor arbitration from the decision of the Board.
- K. Definitions:
  - 1. A grievance is defined as a claim by a teacher, group of teachers, or the Association that there has been a violation, misinterpretation, or misapplication of a specific Article and Section of the Agreement.
  - 2. The "aggrieved person" is the teacher making the claim.
  - 3. The term "teacher" includes any individual or group of individuals, represented by the Association, or the Association itself.
  - 4. A "determination" shall be the decision of the District representative at steps one (1) and two (2) of the procedure.
- L. Step 1. This is a professional step taken informally by the individual teacher and/or the Association Representative through meeting with the principal or line administrator to discuss a grievance. A written request shall be made within fifteen (15) school days of the alleged grievance. (The fifteen days will be considered to include any attempt to handle on a complaint basis.) This meeting shall take place within five (5) school days of the request for the meeting. A determination shall be made by the principal or line administrator within five (5) school days of the hearing.  
  
Step 2. Appeals of determinations from Step 1 shall be submitted in writing by the teacher or Association to the Superintendent of Schools within five (5) school days of the receipt of the Step 1 determination. Within five (5) school days of receipt of the appeal, the Superintendent or his/her designee shall cause to be held the necessary hearing and shall issue a written determination within five (5) school days following the hearing.

Step 3. Appeal from the determination of Superintendent shall be made by filing a written notice of non-acceptance of the Superintendent's determination within ten (10) school days. If the grievant and/or the Association file a written notice within ten (10) school days that the Superintendent's determination at Step Two (2) is not acceptable, and if such grievance is arbitrable as herein provided, the Association may then submit such grievance to grievance arbitration

M. Arbitration proceedings:

1. Demand for arbitration

- a. The Association may appeal arbitrable grievances to grievance arbitration under and in accordance with the rules of the American Arbitration Association. Such appeal must be taken within ten (10) school days following the receipt of the District's determination at Step 2.

The parties may, by written mutual agreement, process any arbitrable grievance in accordance with the expedited labor arbitration rules of the American Arbitration Association.

- b. Such demand for arbitration shall be made by written submission defining the issue to be arbitrated. The District shall then have ten (10) school days within which to reply to such submission by filing same with the American Arbitration Association.

2. Powers of Arbitrator

- a. The arbitrator shall be empowered, except as limited herein, after due investigation, to make a decision in cases of alleged violations, misinterpretations, or misapplications of a specific Article and Section of this Agreement.

(1) The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.

(2) The arbitrator shall have no power to establish salary scales, change any salary figures in the Agreement, or increase or change any staffing requirements set forth in this Agreement.

(3) The arbitrator shall have no power to rule on any of the following:

(a) The termination of services of or failure to re-employ any probationary teacher.

(b) Any claim or complaint capable of resolution under the procedures specified in the Michigan Teachers' Tenure Act, 1937 PA 4, as amended.

(4) The arbitrator's powers shall be limited to deciding whether the District has violated the specific Articles or Sections of this Agreement. It is agreed (except as to the provisions set forth in this Agreement) he/she shall have no power to change any practice, policy or rule of the District through substituting his/her

judgment for that of the District as to the reasonableness of any practice, policy, rule or any action taken by the District.

- (5) The arbitrator shall have power to make monetary awards, but not to award monetary damages.
  - (6) In rendering decisions he/she shall give full recognition to the responsibilities of the Board as indicated in Article VIII. Paragraph E. which establishes the District's rights, powers and authority as that exercised or had by it prior to the date of this Agreement. The arbitrator's decision shall be consistent with the rights reserved to the District by this provision.
  - (7) If the arbitrability of any grievance under the terms of this Agreement is disputed, or if either party alleges that the other has failed to comply with the grievance or arbitration procedure, the arbitrator shall first rule on the question of arbitrability or procedure. Should he/she determine that the grievance is not arbitrable, it shall be referred back to the parties without decision of recommendation as to its merits.
- b. Although the arbitrator may cite case law in making his/her award he/she shall have no power to interpret State and/or Federal Law, to hear any matters involving constitutional rights or to render any provisions of this Agreement inapplicable by reason thereof.
  - c. The arbitrator's decision shall be submitted in writing and shall set forth his/her findings and conclusions with respect to the issue submitted to arbitration.
  - d. There shall be no appeal from an Arbitrator's decision if within the scope of his/her authority as set forth herein, and it shall be final and binding on the Association members of the bargaining unit, the teacher or teachers involved and the District.

### 3. Applicability and Duration

Arbitration proceedings shall be confined and limited to grievances arising and growing out of facts, events and occurrences following the date of execution of this Agreement by both parties. No arbitration decision made hereunder shall constitute a binding precedent with respect to the making of any new Agreement between the Association and the District.

### 4. Fees and Expenses

- a. The Arbitrator's fees and expenses, the cost of any hearing room and the cost of a reporter, shall be borne equally by the parties.
- b. All other costs and expenses shall be borne by the party incurring them. The expenses and compensation of any witness or participant attending the arbitration proceeding shall be paid by the party calling such witness or requesting such participation.
- c. Paid leave time shall be provided any employee of the District who is called to testify at an arbitration hearing with no deduction from leave bank.

N. Grievances concerning the following shall not proceed past Step 2 of the grievance procedure:

Individual grievances not appealed by the Association.

Grievances initiated by a teacher or group of teachers may not be taken to arbitration without his/her (their) written consent.

Preamble and Article IV, Paragraph F.

O. Retroactivity

1. Such claims as salary or fringe benefits shall not be valid for a period prior to the date the grievance was first filed in writing unless the circumstances of the case are such that the individual or Association was not aware of the error. In no case will claims by the individual or Association or District be valid for more than one (1) year prior to the date of discovery or the fiscal year in which the claim was discovered, whichever is earlier.
2. No decision in any one case shall require a retroactive adjustment in any other case.
3. Where no monetary loss has been caused by the action of the District complained of, the District shall be under no obligation to make monetary adjustment.

(See Chart Q)

**CHART Q**

Teacher or Teacher & A.R or A.R.	Association	Action Deadline			Records and Filing
		File	Hearing	Determination	
Complaint to Any person	Complaint thru PAC to Superintendent or his designee	15	XXXX	XXXX	No record No file
Grievance (1) In writing to the line Administrator	Grievance (1) In writing to Superintendent or his designee	15	5	5	Record File of Grievance Nothing in personnel file
Superintendent (2)		5	5	5	Record File of Grievance Determination filed in personnel file
Binding Arbitration (3)		10	Association must file appeal with AAA within ten (10) days of receipt of Superintendent's determination.		



## ARTICLE V

### TEACHING LOAD AND CONDITIONS

- A. Recognizing that the teacher must assume professional duties which do not necessarily fall within classroom responsibilities, the District and the Association accept the principle that these duties are a professional responsibility of the teacher. Repeated neglect of these professional responsibilities shall be recorded on the teacher's evaluation form. Repeated neglect is defined as more than two unexcused absences per year from the professional duties as listed below. No number of absences from Instructional Development Subcommittee(s) shall be considered repeated neglect. Unexcused absence shall be defined as an absence not reported to the principal or not based on good reason. These responsibilities include:
1. Building meetings (first and/or third Tuesdays).
  2. Instructional Development Subcommittee and Building Departmental Meeting (second Tuesday).
  3. District-wide departmental meetings (art, music, physical education, vocational education, special education) (fourth Tuesday).
  4. Parent-Teacher conferences or consultations (arranged by teacher).
  5. Compensated extra-curricular activities.
  6. Assigned non-teaching responsibilities during the school day.
- B. When the District calls curriculum or departmental meetings, they shall be limited to and fall on the stated days. Once established the committee may determine meeting times other than those specified. The above meetings, as specified, shall occur only when necessary. Agendas for the first building meeting of each month shall be developed by the principal in consultation with the Building Procedures Council. The second building meeting of each month, when necessary, shall be developed jointly by the principal and the Building Procedures Council.
- C. In-service meetings may be scheduled during the school day. In-service meetings after the school day shall be voluntary. The District and the Association encourage teachers to attend the voluntary sessions. This provision is not intended and does not supersede the meetings set forth above. When scheduled, in-service after the school day shall be held on Tuesday.

The additional day (181) in the calendar shall be used in no less than one-half day increments as a building in-service day. Use shall be determined by the individual building school improvement teams with the approval of the Director of K-12 Instructional Services.

- D. Building principals may schedule one (1) evening open house. Building-wide Parent-Teacher conferences or Open Houses held in the evening shall be limited to no more than two (2) in any semester or three (3) in one year. When either of the above types of meeting

is arranged, teachers will receive compensatory time off through early dismissal on the day involved.

- E. Teachers shall be encouraged to attend meetings of active and on-going Parent-Teacher groups.
- F. The District, when making major changes within the assigned work week of teachers in a given building or area, shall notify the Association in writing of the proposed change ten (10) days prior to the change being implemented. In the event the change involves lengthening the duty time worked, mutual agreement must be reached prior to implementation, unless the change is for the purpose of meeting the hours set forth in Section 1284(1) of the Revised School Code. Prior to Implementing any change, the District and the Association will meet in an effort to reach an agreement. In the event of an emergency the ten (10) days notice may be waived by the parties.
- G. No teacher shall be required to report for duty earlier than fifteen (15) minutes before the opening of the pupils' regular class day, or five (5) minutes before the first entrance bell, whichever is earlier. Teachers shall be permitted to leave fifteen (15) minutes after the close of the pupils' regular class day, unless a professional responsibility is assigned as set forth in Section A of the Article. On Fridays or days preceding holidays or vacations, the teachers' day shall end at the close of the pupils' day. Necessary deviations because of bus schedules shall be permitted.
- H. 1. a. The current weekly teaching load at the high school shall be twenty-five (25) teaching, supervised study, or activity periods, and five (5) preparation periods. The current weekly teaching load in the middle schools shall be thirty (30) teaching, supervised study, or activity periods, and five (5) preparation periods. Beginning with the 1974-75 school year the normal weekly teaching load in the elementary school shall include an average minimum of one hundred twenty (120) minutes preparation time per week. These stated times for the elementary level shall be provided by the District in blocks of time, no less than thirty (30) minutes each and shall be used to provide additional classroom instruction by Art, Music and Physical Education Specialists or for other specialized programs taught by certified staff.
  - b. (1) Beginning with the 2000/01 school year, the normal weekly teaching load in the elementary school shall include on average minimum of 180 minutes of preparation time per week. The additional 45 minutes per week shall be used to provide technology instruction.

For the school year 2002/03, the normal weekly teaching load in the elementary school shall include an average minimum of 225 minutes of preparation time per week.

The preparation time shall be provided by the District in blocks of time no less than thirty-five (35) minutes each and shall be used to provide additional classroom instruction by art, music, and physical education specialists or for other specialized programs taught by certified staff. Preparation time for art, music, physical education or other certified staff who provide preparation time for classroom teachers, shall be provided by the District in blocks of time no less

than fifteen (15) minutes each, and shall not include travel time from classroom to classroom or building to building.

(2) Class size for all elementary specialists shall not exceed maximums as set forth in Article V, I, 1.a of the Professional Agreement.

c. Elementary music, art, physical education, and technology instruction specialists will be hired and staffed from the Administration Building. The specialists shall receive departmental seniority. When an elementary art, music, physical education, or elementary technology instruction specialist vacancy occurs, current specialists may apply for the vacant position.

d. Also included in the normal weekly teaching load in the elementary school, to whatever extent possible, shall be fifteen (15) minutes of daily released time. In the event that recess time is used to provide this released time, a rotation schedule of teacher recess supervision may be developed.

2. Teachers in grades seven (7) through twelve (12) shall not be required to teach more than two (2) subject areas, nor to make more than three (3) teaching preparations within said subjects at any one time. Teachers may volunteer in writing for additional subjects or preparations by signing a statement that they have volunteered. A copy of the statement shall be forwarded to the Association by the District within five (5) working days after the day the assignment is assumed. It is understood that because of size of building, of staff, or other emergency requirements, that from time to time deviations will be necessary after consultation and study of possible alternatives with the teachers involved.

3. Counselors, Social Workers, Psychologists, Co-op Coordinators, and Media Specialists shall be provided with preparation time to the same extent as other teachers in the District. When required by the District, individual classifications of the following bargaining unit members shall work after the close of the teacher work year if notified of such requirement by May fifteenth (15). If notified by August first (1) of that school year, bargaining unit members shall work additional days prior to the teachers' reporting date as per the following schedule.

	<u>Prior to School</u>	<u>Following Close of School</u>
Counselors	three(3) to five(5)	three(3) to five(5)
Social Workers	three(3) to five(5)	three(3) to five(5)
Psychologists	three(3) to five(5)	three(3) to five(5)
Media Specialists	three(3) to five(5)	three(3) to five(5)
*Co-op Coordinators	three(3) to five(5)	three(3) to five(5)

\* Co-op Coordinators who are assigned distribution and collection of books shall receive three (3) additional days prior to and at the close of school.

Those members in each classification other than Co-op Coordinators who are less than full-time in that classification shall be called in pro-rata based on their daily schedule. Co-op Coordinators will be called in pro-rata based on their daily schedule. After a classification of personnel has worked three (3) days prior to the opening of school or

following the closing of school the District has the right to require individual classifications within individual buildings to work up to five (5) additional days if notified in accord with the above dates.

4. a. The normal workload of an elementary art teacher will be up to twenty (20) contacts per week. The normal work load of an elementary music teacher and an elementary physical education teacher will be up to thirty-eight (38) contacts per week. Contacts for purposes of this section shall include additional assignments as determined by the director, in consultation with the teacher and principal. All assignments over thirty-eight (38) shall be on a voluntary basis.
- b. The number of contacts per week for elementary art, music, physical education teachers or other specialized certified staff shall be determined by the Executive Director of Employee and Student Services or his/her designee. The normal work load of elementary art, music, physical education teachers or other specialized certified staff shall include passing time between classroom contacts and travel time between school buildings.

I. Class Size and Split Grades

1. Class Size

The parties recognize that the availability of optimum school facilities for both students and teachers is desirable to insure the high quality of education that is the goal of both teacher and the District. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed at insuring that the energy of the teacher is primarily utilized to this end. Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class size shall not exceed the following maximum except in experimental classes where teachers have voluntarily agreed to exceed these maxima and except as hereinafter provided.

a. Elementary

Four Year Old	State Mandate
Kindergarten	26
1-3	28
4-5	30

b. Middle School

Sixth Grade	32
Language Arts, Social Studies	32
General Education, Art	32
Mathematics, Science	32
World Language	32
Middle School: Music/Vocal	220
Band	220
Academic Music	32
Physical Education	42

c. High School

Language Arts, Social Studies	33
General Education, Mathematics, Science	33
Business	33
World Languages	33
Art	33
High School: Music/ Vocal	255
Band	255
Academic Music	33
Physical Education	42

d. Special Education                      Regulated by State of Michigan

e. Counselors                                      400

f. Whenever a teacher's class size is greater than the above class size limits and a teacher believes that the needs of the students are not being adequately met because of the class size, that teacher may, after the first ten (10) days of the school year, request relief following the procedure described below:

- (1) The teacher shall communicate, in writing, to his/her building principal or program director, the relief sought. Attempt to resolve the matter.
- (2) The administrator shall attempt to resolve the alleged adverse conditions within five (5) working days after receipt of written request.
- (3) In reviewing a class size concern, the administrator shall consider the following:  
Number of students in each class; size of classroom or facility, number of students mainstreamed and type and degree of disability, instructional materials and equipment available, nature of subject and skills taught, i.e. basic or enrichment and availability of instructional support staff.
- (4) The administrator shall report to the teacher a solution from the alternatives listed below:  
Assignment of a paraprofessional  
Reassignment of a student(s)  
Assignment to another classroom in the building  
Any other mutually acceptable solution
- (5) Nothing shall prevent any employee, upon mutual written agreement of the employee and the immediate supervisor, from accepting additional students.
- (6) If a paraprofessional is placed in a class as a result of it exceeding the maximum, the paraprofessional may be removed in the event the class size falls below the maxima. The paraprofessional will not be removed in less than five (5) school days without the consent of the teacher.

- (7) For instruction requiring specialized facilities, the available work stations shall control when that number is less than those provided above.
  - (8) The addition of a paraprofessional (Young Fives Grade 5 ONLY) will not allow maximum to be exceeded by more than three (3) students.
2. There shall be no split classes.
3. The building principal will review the distribution in assignment of certified special education and Section 504 eligible students throughout the school (grade levels and content areas). The extent of the disabling condition will be included in assignment consideration.
  - a. Elementary (K-5): When a student is certified and placed through an IEPC into a special program and is mainstreamed into the regular elementary classroom, the following factors shall be used for the determination of class size. This does not apply to itinerant services or to art, music and physical education classes.
  - b. The District maximum for students with disabilities in a general education classroom, when the disability has a direct impact on the student's ability to meet the expectations of the course, is 25% of the total number of students in the classroom, unless the class is co-taught in which event the maximum will be 50% of the total number of students in the classroom, these percentages will be exceeded only if no other existing classrooms and/or reasonable alternatives are available. These percentages do not apply to intervention classes or pilot programs.
  - c. If the percentage exceeds 25% for one classroom teacher / 50% for co-taught, the teacher may bring this matter to their building administrator. The building administrator will study the matter and reasonable efforts will be made to balance the demands, number, and needs of students with disabilities.

If the matter cannot reach resolution internally, the teacher and/or building administrator may request a formal review with the Executive Director of Employee and Student Services and the Director of Special Education. This request will be made through the Executive Director of Employee and Student Service's office. The request must be accompanied by the submission of data outlining the specific circumstances. The disposition will be communicated within three work days
  - d. Both the sending and receiving teachers shall be involved in the IEPC meetings whenever a change in the student's status is necessary, if possible, without cost to the District.
  - e. Class size adjustments due to main streaming shall occur at the beginning of the semester for a semester course and at the beginning of the year for a yearly course. Students who, prior to the beginning of the semester or year, have been identified as belonging in one of the Special Programs shall have their main streaming schedule established prior to the start of each semester or year in order that the above class size determination adjustments may be made.

- f. Should a situation arise in which a classroom teacher feels the integration of a student is inappropriate, the building administrator shall consult with the regular education and special education teachers.
- g. The District shall provide every member of the staff with a list of special education students for which the teacher provides instruction denoting the caseload teacher. The teacher will be notified when a special education student is added during the year.
- h. The Association shall be provided a copy of any request made by the District for a deviation of Special Education rules and/or regulations at the time for which such request is applied.

J. Record Keeping

- 1. Teachers will record and maintain accurate student attendance records. The District may promulgate and enforce reasonable policies to direct its workforce accordingly.
- 2. Teachers will timely prepare and submit reports and forms as needed to obtain State or Federal funds, grants, entitlements and the like, including but not limited to, Medicaid reimbursement forms and Professional Staff Development documentation, as directed or required.
- 3. Special Education teachers will prepare and submit reports and forms in a timely manner to provide students and/or their parents/guardians with Individualized Educational Plans as directed or required. Regular Education teachers will provide required input for completion of forms.
- 4. Teachers will make information available and readily accessible to parents/guardians, including, but not limited to, Skyward Family Access.

K. The District recognizes the necessity of keeping schools reasonably and properly equipped and maintained within the established budget. The District further recognizes its responsibility to maintain schools in a safe and sanitary condition and will consult with other responsible officials when necessary to achieve this end. Teachers and children shall not be required to work and study under unsafe or unsanitary conditions when so determined by such responsible officials or the school Superintendent.

L. Physical Facilities

- 1. Where possible, the District will make available lunchroom and restroom facilities exclusively for teacher use in each school; and at least one room, appropriately furnished, which shall be reserved for use as a staff workroom in each school. Provisions for such facilities should be provided in each new school building. Such facilities existing in 1979-80 shall not be reduced or eliminated. Teachers shall have access to a telephone from which they may make or receive confidential calls.

2. a. The District recognizes that all buildings should have work space apart from teachers' lounge(s) for the use of the building staff. This space should include sufficient work tables or desks and chairs. Each building principal in consultation with his/her Building Procedures Council, will survey his/her building facilities and develop plans for the establishment of this work space.
- b. Any classroom which is hereafter temporarily unused will, in those buildings that do not provide staff workrooms and/or staff lounges as provided for in this Agreement, be used for those purposes until such time as the District requires the room to be used as a classroom.
- c. The District may, in those buildings which comply with the language stated above in the first paragraph of L, permit such temporarily unused classrooms to be available for teacher workrooms, special services rooms or lounges. In the event such a room is established it shall continue until it is required as a classroom, or room used for other instructional purposes.
3. Vending machines shall be installed in the staff workroom at the request of the Association. The proceeds shall be used at the discretion of the professional staff of the building. The building principal shall determine location, operation and maintenance of the vending machines.
4. a. The District shall provide a separate desk for each bargaining unit member if requested and a desk and appropriate space is available. The District shall not be required to place more than one desk in a classroom.
- b. All Special Services Personnel shall be assigned a desk and file storage for the performance of their duties, either at the Special Education Headquarters or at the school which they service which is closest to the Special Education Headquarters, or in another mutually acceptable building.
- c. If a staff member is not initially provided a desk and file storage as herein required, a request for the assignment of such equipment must be made through his/her immediate supervisor to the appropriate Executive Committee member and an opportunity afforded to provide the equipment before the failure of such provision may be grieved.
- d. All Special Services Personnel shall have access to a telephone for job-related communications which protects the confidentiality of such communications, either at the Special Education Headquarters or at a school which they service. They shall also have access to a room with appropriate facilities to carry out their responsibilities with individuals or groups of students or parents in buildings which they service, if possible.
- e. Every effort will be made by building administrators to notify teachers that their classrooms will be used for after school activities. Teachers may request that an alternate classroom be provided for the activity if use of his/her classroom proves to be inconvenient.



5. Parking space shall be reserved for use by teachers.

#### M. Student Discipline

1. Student discipline is the mutual responsibility of the teachers and the building administrator. Classroom discipline is basically the responsibility of the teacher. Classroom discipline exercised in accordance with District policies, procedures, and rules shall be given full support and assistance by the District. Except in emergencies, it is expected that classroom teachers will utilize all administrative and consultant assistance as well as student services so that every effort is made to provide an education for all children, including the reluctant and the less able, prior to excluding a child from school.
2. It is recognized that some discipline problems are less likely to occur in classes which are well taught and where a high level of student interest is maintained. It is likewise recognized that when discipline problems occur, oftentimes a positive approach through encouragement, praise and emphasis on the student's desirable characteristics is an effective approach.
3. A teacher may temporarily send a student to the appropriate building administrative office when, in the judgment of the teacher, the conduct of the student makes his/her continued presence in the classroom intolerable. The teacher shall furnish the Administrative Office as promptly as possible with information which explains why the student was sent to the office and any corrective actions previously attempted by the teacher.
4. Upon receipt of the student, the building administrator will take appropriate disciplinary or corrective action prior to returning the student to the classroom. It is recommended that the building administrator confer with the teacher before taking any action if possible. Prior to or at the time the student returns to the classroom, the building administrator will notify the teacher in writing of the action taken through procedures established within the building. A written response may be a handwritten response on the student pass slip or its equivalent and may be a request for the teacher to consult with the building administrator.
5. a. The administrator may make contact with the parents or guardian or request the teacher to make such a contact, or decide that no contact need be made and also take whatever other actions he/she deems necessary. The teacher shall keep a log in instances where a student's disruptive behavior seems persistent. In support of the teacher, the log may be used by the administrator when further discipline, including either suspension or expulsion, is taken by the District.  
  
b. When a teacher contacts a parent or guardian and this person is unwilling to work with the teacher in the disciplining of the student, the teacher shall advise the appropriate building administrator as designated by the building principal. The administrator will contact the parent or guardian and assume responsibility for the disciplinary action. The administrator shall inform the teacher of the action taken.

6. After-school detention rooms may be established at the individual buildings at the request of the teaching staff or building principal. Staffing shall be voluntary and shall be paid at the rates specified in Article VI, Paragraph H.
  7. The building administrator, in consultation with the Building Procedures Council, shall promulgate rules and regulations, violations of which will be the subject of student discipline in their building. These rules and regulations will be within the guidelines established by the student code and shall be distributed by the building administrator to all staff members in each building. Nothing herein shall be construed to prevent the building administrator from making rules to deal with the immediacy of a situation where there is no previously established rule governing the offense.
- N. Teachers have every right to defend themselves in the case of physical assault, and to expect prompt and adequate measures to be taken in such cases to the extent of the District's legal authority to act. Use of physical force to restrain a student or stop a fight is permissible.
- O. Injury of a teacher while on duty is covered under the Workers' Compensation Act.
- P. Teachers will be expected to provide normal care of instructional equipment. Teachers shall not be required to perform major assembly, repair, installation, or replacement of equipment.
- Q. Complaints of parents, which are directed toward a teacher and given to any administrator, shall be called to the teacher's attention promptly. This notification will include the names of the parents and the nature of the complaint. The notification shall be a matter of information, and may not necessarily require corrective action or recording. At the request of the administrator, the teacher will make contact with the parent. The administrator may request the teacher to report to him/her the outcome of such contact. If the complaint is to be a matter of record in the teacher's personnel file, the teacher will be so notified in writing within five (5) school days of the complaint. The teacher involved may, within five (5) school days of the above notification, attach a response to the written complaint.
- R. Any case of assault upon a teacher, while in the performance of teaching duties, shall be reported to the building principal promptly. The District shall render all reasonable assistance to the teacher in connection with the handling of the incident by law enforcement and judicial authorities. Time lost by the teacher in connection with any incident mentioned in this Article shall not be charged against the teacher's leave time, except as provided for through Workers' Compensation. (Article III., B., 4).
- S. 1. The District shall provide reasonable legal assistance and direction to the teacher in connection with the handling of any incident arising out of the performance of assigned school duties, when the performance is within the limits of District policy or rules.
2. The District annually will provide a non-cumulative fund of \$500.00 to be administered by the Executive Director of Employee and Student Services and the PHEA President or his/her designee. This fund shall be used to reimburse bargaining unit members for damage to or destruction of personal clothing and/or personal property worn on the person. Such damage must result from activity by the bargaining unit member while on

duty that is in accordance with building practices. In order to receive such reimbursement, the said damage or destruction must be immediately reported to the building administrator who shall prepare and submit a form PH-48A to the District Business Office. This shall not be construed so as to require the District to reimburse any bargaining unit member for normal wear and tear to personal clothing and/or personal property, as determined by the building administrator.

- T. The District recognizes that within established budget procedures appropriate texts, workbooks, lab manuals, library reference facilities, maps and globes, laboratory equipment, audio visual equipment, industrial arts supplies, art equipment, physical education equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. Building principals shall establish a budget committee composed of teachers selected by the teaching staff to recommend budget developments and review for each building.
  
- U. Each teacher, including specialists, shall be scheduled with a duty free lunch period which shall be equal to that of students in that building with the understanding that teachers shall be in their classrooms to supervise their students when students return at the end of the noon hour. Teachers, at the request of the building principal, shall assist with emergencies or other unforeseen situations related to the noon hour period. Such a request for assistance shall be made by the principal after consultation with the building Association Representative, whenever possible, before making the request.
  
- V. 1. Teacher workers for school dances, music events and athletic events are compensated and shall be filled on a voluntary basis. If volunteers are not obtained, workers may be assigned by the building administrator on a rotating basis as recommended by the Building Procedural Council. Teachers that are assigned shall be notified three (3) days prior to the event and shall not be assigned more than three (3) events in any one (1) school year.  
  
2. Non-teaching assignments other than those provided in Article V. A. and for which compensation is not provided for in this Agreement shall be voluntary.
  
- W. Calendars for the 2015-2016 school year is attached to and made a part of this Agreement. (Attachments B-1)
  
- X. An office with appropriate physical conditions for visual and auditory privacy shall be made available to all counselors.
  
- Y. Itinerant teachers will be provided personal staff mailboxes and a designated storage facility in buildings with eight or more classrooms.
  
- Z. Schedules for IEPCs and 504 meetings shall be developed with approval of the building principal who will take into consideration the referring or sending teacher's need to attend. If the principal approves the referring or sending teacher's request to attend, the principal will arrange, where necessary, to cover teacher's classroom responsibilities.

In order to implement the above, the principal may use the following methods:

1. Use administrators
2. Use substitute teachers
3. Have teachers sub (voluntary - paid)
4. Have the teacher use own prep time (voluntary - paid)

AA. Questions concerning the number of classrooms assigned to one teacher shall be reviewed by the building principal with the Building Procedural Council. No teacher shall be assigned to more than three (3) classrooms, unless no other classroom alternative is available.

AB. The prime responsibility for grading shall be that of the teacher. In the event a complaint is made regarding a grade, the principal shall meet with the teacher involved and discuss the grade assigned. In the event a dispute arises between the administrator and teacher as to whether a grade should be changed, the following procedure will apply. In the event any change of a grade given by a teacher is proposed by any party, and the teacher does not agree to the change, an appeal may be made to a review panel consisting of three (3) teachers appointed by the bargaining unit and two (2) District representatives.

The request for a grade change must be in writing, include a rationale, and be submitted to the designated administrator within thirty (30) days after the student received the grade. Grade means a grade given for a final examination or a grade given at the conclusion of a marking period, semester or term. The Director of K-12 Instructional Services shall convene the review panel within twenty (20) days after receiving the request.

After evaluating the reasons for the proposed grade change, the review panel, by a majority of its members, may approve, disapprove or modify the proposed grade change.

AC. A joint letter shall be sent to I.D.C. requesting that I.D.C. set up sub-committees at each level to study and then recommend ways to improve the quality of the instructional day. We suggest these committees include, in their deliberations, recommending curriculum priorities and reducing interruptions to the instructional day.

AD. The District and Association mutually agree fund raising sales at the secondary level shall not take place during classroom instructional time, exclusive of planned events involving home room and special assemblies.

AE. The District agrees to continue the liability coverage, in effect as of January 22, 1987, for at least the length of the current policy, for teachers at the same level provided to administrators and other school employees. If the premium cost, as determined by the Board of Education, makes the continued purchase of that level of liability coverage unavailable at a reasonable premium cost, the District will continue to provide the teachers with the same level of liability coverage it provides administrators and other school employees.

AF. Bargaining unit members will not be videotaped without their prior knowledge and consent. Bargaining unit members will not be videotaped in their classroom, where a teacher performs his/her duties, without written consent.

As videotaping relates to tapes made during regular school hours, a teacher may request editing of a video tape when he/she feels a situation on the tape is detrimental to his/her

interest. This request to edit out or destroy a portion of the video tape shall be submitted to the building principal/director in writing by the teacher requesting such editing. If the building principal/director does not agree to the teacher's request, the request shall be sent to the Executive Director of Employee and Student Services.

If the Executive Director of Employee and Student Services does not agree to the teacher's request the request may be submitted to Arbitration as provided for in Article IV. The video tape shall not be distributed until the portion is edited out, or the final determination is made, or the time limit to appeal to Arbitration has expired without an appeal being filed.

The District shall have the right to internally broadcast, rebroadcast, use, sell or reproduce videotapes at its discretion as provided by this section. For the purpose of this Agreement "internally" shall be defined as presentation or sale of videotapes to the staff or students in the District.

The District shall have the right to broadcast, rebroadcast, use, sell or reproduce the videotape described in this Agreement externally, provided the bargaining unit members or member who have been videotaped shall receive any profits generated from such videotapes. For purposes of this Agreement "external" shall be defined as presentation of the videotapes to persons other than the District staff and/or students.

For the purpose of the preceding paragraphs, "profits" shall be defined as a remuneration received by the District for the broadcast, rebroadcast, use, sale or reproduction of the videotapes, whether used internally or externally, which is in excess of the costs of the production and distribution of such videotapes.

## ARTICLE VI

### COMPENSATION AND PAYROLL PROCEDURE

- A. The following compensation agreement shall remain in effect for the duration of this Agreement:
  1. Effective for the 2015-16 school year:
    - a. Teachers hired before the 2013-14 school year will move 2 steps
    - b. Teachers hired before the 2014-15 school year will move 1 step
    - c. Teachers hired during the 2014-15 school year will be frozen at their current step
    - d. All teachers with degree changes will move to the correct degree lane
    - e. Teachers on step 11b will receive an off schedule bonus in January 2016 equal to the number of teachers participating in the severance incentive program at the end of 2014-15, multiplied by \$4,000, divided equally among the number of teachers on step 11b (accounting for fica and medicare costs). Teachers on step 10 or 11 at the

end of 2017-15 shall move to step 11b for 2015-16. No teacher shall move to step 11b after the 2015-16 school year.

2. Effective August 14, 2016, for the 2016-17 school year:
  - a. Teachers hired before the 2015-16 school year will move 1 step
  - b. Teachers hired during the 2015-16 school year will be frozen at their current step
  - c. All teachers with degree changes will move to the correct degree lane
  
- B. 1. The 2014-15 and 2015-16 salary schedules (Attachment D-1) are attached to and made part of this Agreement.
  
2. Graduate hours for the Master's Plus Thirty Salary Schedule shall be equated semester graduate hours earned after obtaining the Master's degree and credit shall be given for graduate hours only. All hours already approved by the District will continue to be accepted.
  
- C. Extra Duty Salary Schedule (Attachment E-1 and E-2) is attached to and made a part hereof.
  
- D. The figure of 185 total duty days will be the basis for computing earned leave time, salary deductions, and pro-rations of benefits for those working less than a full year, or part-time, it being understood that pro-rations for part-time will be made on less than a full-day basis.
  
- E. At the high school level, teachers shall be compensated at the rate of one-fourth (1/4) additional for a regular teaching assignment, which is given in addition to the standard five (5) hours of teaching assignments.
  
- F. At the middle school level, teachers shall be compensated at the rate of one-fourth (1/4) additional for a regular teaching assignment, which is given in addition to the standard five (5) hours of teaching assignments.
  
- G. Teacher workers who are assigned to work school dances, music events, and athletic events shall be paid at the rate of \$25.00 per event. The building administration shall establish the staff allocation for each event and only those teachers assigned to fill the allocated positions will be paid for working at such events.
  
- H. Whenever the District, as a result of being unable to provide a substitute teacher for a classroom, uses the services of a regular member of the building staff covered by the Agreement, it will pay the regular staff member \$30.00 per classroom hour.

Such payments will be made at least once each semester.

Such payment shall also apply to guidance counselors assigned to substitute during their preparation period for other counselors.

I. Teachers of high school credit courses in the evening school program, both regular and summer sessions, and teachers of elementary and middle school summer school sessions will be paid at the rate of \$ \$30.00 per classroom hour .

J. Insurance Protection and Coverage

1. Health Insurance

The PHASD and the PHEA agree to the following health care provision.

- a. Effective July 1, 2014, the District shall provide, subject to the limits described below: MESSA ABC Plan 1, excluding all other optional riders.
- b. The District agrees to pay no more than the annual costs as allowed by P.A. 152 of 2011, with a maximum amount payable by the District starting July 1, 2014 of \$5,591.33 single, \$12,356.84 two-person, and \$15,012.72 full family, of the total annual cost of a medical benefit plan, including premiums and payments into health savings accounts, with the remainder paid by the Employee. The maximum the District will pay will be adjusted on the following July 1<sup>st</sup> based on the change in the medical care component of the United States consumer price index for the most recent 12-month period for which data are available from the United States Department of Labor, Bureau of Labor Statistics. The parties further agree that the same maximum, as adjusted as state above, will be provided for the 2015/16 school year.
- c. The above maximums ("MESSA Hard Caps") are based on the premium rates for the MESSA Choices ABC Plan 1 with deductibles of \$1,300/\$2,600 and related District HAS contributions and may be subject to change if the health insurance plan changes.
- d. The District will partially fund a Health Savings Account (HSA). Beginning January 1, 2015, the District will contribute the following amounts to the HSA accounts for members of the bargaining unit: \$1,000 for single subscriber and \$2,000 for two person and full family subscribers. These will be funded in two equal payments: on half on January 2<sup>nd</sup> and one half on July 1<sup>st</sup>. Upon request to the Association and the District, employees who experience financial hardship due to the high deductibles will be advanced the July 1 payment at the time the hardship arises.
- e. The District will continue to make contributions to health savings accounts in the amount that maintains the gap between the plan deductibles and the District contributions for the 2014/15 school year and the 2015/16 school year at \$300/\$600.

2. Vision and Dental Benefits

- a. For the duration of this Agreement the District shall pay the actual premium costs to provide vision and dental coverage. For the duration of this Agreement, the District will provide coverage which is identical to MESSA VSP 2 Silver and Delta Dental 80/80/80 \$2,000 Class I, II, III A, 80:\$1,500 Class IV Lifetime MAX, for full family including internal and external sufficing of benefits for all members of benefits for all members

(to provide 100% coverage). The District shall not change the existing vision or dental insurance provider without the express, written consent of the Association.

- b. The District and the Association agree to the coordination of health, vision, and dental benefits. In no case where the husband and wife are employed by the District will the District be required to pay double premiums for health and vision insurance. Either the husband or wife will request to take health and vision. Dental insurance shall be available to all members of the bargaining unit in accordance with Delta Dental's internal and external sufficing of benefits (i.e., if a teacher's spouse has dental insurance, the teacher would be placed on a Delta Dental Plan that will result in 100% coverage).

### 3. Death Benefits

The District shall pay the actual premium cost of MESSA term life insurance with double indemnity payable to a beneficiary designated by the teacher for each contractual teacher for the duration of this contract in the amount of \$45,000.

### 4. Disability Benefits

The District shall pay the actual premium costs to provide MESSA LTD long-term disability coverage for the duration of this Agreement for each contractual teacher for total disability by injury or sickness, (subject to carrier's exclusions, limitations and reductions) as follows:

- a. Ninety (90) day modified fill waiting period. Modified fill means LTD commences with the greater of:
    - (1) The exhaustion of a teacher's individual sick leave bank, or
    - (2) Ninety (90) calendar days.
  - b. Mental/nervous same as illness
  - c. Alcoholism/drug addiction same as illness
  - d. Two-year "own occupation" coverage
  - e. 66-2/3% of max eligible salary
  - f. Maximum monthly benefit \$4,000
  - g. Maximum eligible month salary \$6,000
  - h. COLA – no
  - i. 5% minimum payout
  - j. Pre-existing limits waived
  - k. Family Social Security Offset
  - l. No Survivor Income
  - m. Freeze on offsets
  - n. No educational supplement
5. Teachers on long-term leaves-of-absence, except those teachers on leaves-of-absence for advanced study with a partial District-paid salary, shall not be eligible for coverages in 1., 2. and 4. above. Teachers on a long-term leave-of-absence may continue their health insurance coverage by paying their premium to the Human Resources Department.



6. Continued coverage shall be provided to all contracted teachers on a twelve (12) month annual basis or a prorated portion of the year for teachers who work less than a full work year. A teacher on a long-term leave-of-absence for advanced study with a partial District-paid salary will be eligible for continued coverage.
  7. The District shall provide all new teachers with information concerning Blue Cross/Blue Shield and MESSA insurance and the details of enrollment such as enrollment procedures and deadlines. The District shall furnish necessary forms for making selections of insurance coverages.
  8. If a teacher properly enrolls for coverage and has a receipt for such enrollment, the District will assume liability for lack of proper coverage resulting from District's negligence. Except as provided above, the District's liability shall be limited to the contributions required to be made hereunder, and the remittance and payment of actual deductions made from salaries.
- M. Credit for advanced degrees or additional graduate hours may be requested at any time. Such degrees or hours must be earned from accredited colleges or universities. Pay adjustments shall be retroactive to the date of the degree or satisfactory completion of the hours, and pay adjustments will be made in the last pay in the month of September, January and June. Required documentation shall be either a degree, a report card, a transcript or a letter certifying the date of the completion of required hours.
- N. During the life of this Agreement and the subsequent school year, the District shall pay two (2) tenure teachers each year, who have applied for and been granted a leave-of-absence for advanced study, one-half (1/2) of the teacher's salary and one-half (1/2) of all fringe benefits. Payment for these leaves shall not be required in the event the Board has curtailed programs because of financial problems. Written applications, including a plan of study, shall be submitted to the Human Resources Office by May 1, annually. Final selection of the recipients shall be made by the District by June 30, annually. Teachers receiving compensation under the provisions of this paragraph agree to return to the District for one (1) year of duty following the expiration of the leave, or will be obligated to reimburse the District for the cost as provided above.
- O. Commencing with the 2012/2013 school year, teachers will have a choice of receiving their annual salary paid over 24 pays or 20 pays of each month. Pay dates will be the 8<sup>th</sup> and 23<sup>rd</sup> of each month. Those choosing 20 pays will receive their final check on the last regular pay of the school year, June 23<sup>rd</sup>. Those choosing the 24 pay period will receive their checks on a continuing basis throughout the summer. If those dates fall on a weekend, the pay date will be the Friday prior to that date. Teachers shall sign up for their preference by May 30<sup>th</sup> for the next school year. It is understood that no changes shall be made until the next May 30<sup>th</sup>. Teachers serving the District in positions that receive extra compensation outside of Attachment E-1 and E-2 shall have their additional pay added to the first check following completion of the assignment. Teachers receiving pay from Attachment E-1 and E-2 assignments shall be paid following the completion of their assignments at quarterly dates established by the District. For teachers receiving schedule E, Extra Pay, the District will calculate Federal Income Tax withholding separately from regular teaching salary in compliance with Internal Revenue Regulations. The District agrees to publish a list of pay dates at the start of school.

- P. 1. Payroll deductions for the following purposes shall be made upon the written authorization of the teacher.
  - a. Insurance premiums
  - b. United Way
  - c. Michigan Education Special Services Association
    - (1) Hospitalization and Sick Benefit premiums
    - (2) Tax Deferred Annuities
    - (3) Other MESSA programs
  - d. Other Tax Deferred Annuities
  - e. U. S. Savings Bonds
  - f. Michigan Education Financial Services Association
    - (1) Tax Deferred Annuities
  - g. Other deductions upon mutual agreement between the Association and the District
- 2. Deductions shall be remitted not less than monthly, by arrangement of the Controller for MESSA programs.
- Q. All teachers who work additional days will be paid at the full equivalent daily rate at their regular annual salary.
- R. Mileage: the District will reimburse all District employees who are required to travel as part of their work day at thirty cents (.30) per mile.

ARTICLE VII

COUNCILS

- A. Building Procedures Council: A representative council, including staff members and an Association Representative(s), shall be established by the principal in each building. Teachers shall select teacher representatives on the Council. The purpose of this Council will be to evaluate and recommend procedures for the operation of the building to the principal.
- B. 1. Instructional Development Council. The Instructional Development Council shall be composed of five (5) Administrators and one (1) Board member appointed by the District, and of nine (9) teachers appointed by the Association. I.D.C. shall concern itself with curriculum as well as teaching methods, techniques, pupil testing and evaluation, textbooks, research and experimentation as they relate to the curriculum to bring about improvement in the Port Huron Area School District education. Additional non-voting members, including parent representatives, may be invited as needed.
- 2. So not to disrupt learning, the meetings will be held after school and kept to a 90 minute maximum. There will be no more than five meetings held per year. Additional meetings will be mutually agreed upon by the Association and District.

3. The I.D.C. may also appoint such joint professional studies subcommittees as are deemed necessary to study the above areas.
4. When recommendations made to the Superintendent for change in the above areas are submitted to the Board, they shall be acted upon by the Board.

C. Professional Action Committee (PAC): The Professional Action Committee composed of representatives of the Association designated by the Association shall meet at least once a month with the Superintendent and/or his/her designee(s) to discuss matters of concern to either party to this Agreement.

When the Association President feels that a satisfactory resolution through discussions with appropriate levels of administration cannot be achieved, he/she can request the Superintendent to schedule a meeting with the following people: the Superintendent; Board President; Board Vice-President; PHEA President; PHEA Vice-President; and PHEA Executive Director, so that the Association can give direct input to the District leadership. Either party can arrange for other necessary people to attend. The meeting will be scheduled within ten (10) days of a written request to the Superintendent. A one (1) week extension will be granted if scheduling becomes a problem. The Superintendent will report back to the people present the final resolution in a timely manner.

D. School Improvement Committee: The conditions which follow shall govern employee participation in any and all plans, programs, or projects included in the terms, site-based decision making, school improvement, effective schools or other similar descriptions:

1. Participation by the employee outside of contractually required meetings is voluntary.
2. Participation or non-participation shall not be used as the sole criteria for evaluation, discipline or discharge.
3. The Master Agreement may not be modified in whole, or in part, except by mutual written agreement by the Association and the Board.
4. I.D.C. shall act as the District School Improvement Team.
5. If School Improvement Program (SIP) meetings or activities are scheduled during an employee's regular work day, the employee shall be released from duties without loss of pay to attend the meetings. If SIP meetings or activities are a half day, or a major portion thereof, or a full day or a major portion thereof in length are scheduled beyond an employee's regular work day and/or year, the employee shall be paid a stipend of \$35 per one-half day and \$60 per day. These stipends shall be paid at the end of each semester.

## ARTICLE VIII

### MISCELLANEOUS

- A. This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior practices, whether oral or written, and expresses all obligations of, and restrictions imposed upon, the District and the Association. This Agreement is subject to amendment, alteration or additions, only by a subsequent written agreement between, and executed by, the District and the Association. The waiver of any breach, term or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.
- B. If any provisions of the Agreement or any application of the Agreement to any employee shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect; furthermore, the provisions of such law shall supersede, to the extent of the conflict, the provisions of this Agreement and govern the relations of the parties hereunder.
- C. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the District and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.
- D. The Association agrees that so long as this Agreement is in effect neither the Association nor any teacher shall engage in a strike. The District agrees that so long as this Agreement is in effect there shall be no lockouts. The closing down of a school or any building shall not be considered a lockout.
- E. The District retains all rights, powers and authority exercised or had by it prior to the date hereof, except as specifically limited by express provisions of the Agreement and under Act 379 of the Michigan Public Acts of 1965.
- F. Educational institutions must be dedicated to serving the community. The free search for truth and its proper dissemination is a fundamental part of this service. Academic freedom is essential to both teaching and research, and protects the rights of the teacher and the student. The basic right to academic freedom carries equally major responsibilities.
- G. The District reserves the right, for good reason, to require a physical or mental examination for any teacher. If the teacher refuses such examination, such refusal may be grounds for disciplinary action. Such examination shall be at District expense and by a doctor of the District's selection.

- H. Whenever testing for tuberculosis is required by law, it shall be arranged by the District for all teachers. Such tests shall be at no expense to the teacher unless the teacher fails to secure the necessary certification through the District-arranged program.
- I. Teachers shall be permitted, without charge, to attend all school sponsored functions by showing proper identification. A teacher may have one other person accompany him/her to any such activity without charge.
- J. It is recognized that during the course of a school year, weather, emergency or disaster may cause the cancellation of classes. The purpose of this paragraph is to provide procedures for the professional staff in such instances. In all cases of staff dismissal, teachers shall be dismissed without deductions of salary or leave time.
  - 1. In any instance where weather, emergency or disaster causes the cancellation of classes in the entire District, teachers shall be dismissed concurrently with students.
    - a. In any instance where classes are canceled for the entire District due to conditions beyond the control of the District, teachers shall be dismissed concurrently with students.
    - b. In the event school is canceled after the normal starting time for teachers (after the State allocated days have been exhausted), teachers will be paid for all hours worked prior to the cancellation, if the District fails to meet the daily State Aid requirements, i.e., currently 75% attendance for half (1/2) day. This additional time will not be considered part of the teachers' required duty days in accordance with Article VI, H.
    - c. In the event school is canceled after the commencement of classes no make-up day will be scheduled, if the District has met the daily State Aid requirement for a school day (currently 75% in attendance for half (1/2) day).
    - d. If student days need to be made up because of inclement weather or emergencies, they will be added to the end of the school year or at dates mutually agreed to by the District and the Association.

Should the law or State regulations change relative to inclement weather days, the District and the Association shall meet within five (5) work days to commence negotiations relative to this section of the contract in an effort to amend the language contained therein and reach mutual agreement on revised language which will be in conformance with the law.

- 2. Where classes are canceled in an individual building, teachers shall make themselves available for other duties as follows:
  - a. The District may choose to implement in-service activities, provided that the building meets safety and sanitary conditions.
  - b. The District may choose to use teachers as substitutes in other classrooms or have them make observation visits to other schools.

- c. In the event that none of these duties is assigned, teachers shall be dismissed concurrently with the students.
- K. Copies of this Agreement shall be provided to all teachers by the District within thirty (30) school days following ratification and completion of the signature page of the Agreement by the Association and the District. Copies shall also be provided to new hires at the time of signing a contract with the District.
- L. The Association agrees to delete the Radio Station Manager from the Attachment E-1 in exchange for the District granting one (1) additional hour within the teaching schedule for the responsibility of management and organization of the Radio Station.
- M. For the duration of this agreement, problems that arise with the use of technology shall be referred to the Professional Action Committee.

## ARTICLE IX

### ALTERNATIVE LEARNING PROGRAM

- A. The District and the Association agree that the Alternative Learning Program which is composed of the General Education Diploma (G.E.D.), High School Completion (H.S.C.) and Adult Basic Education (A.B.E.) which deal with educational, psychological and sociological improvement, have certain unique and distinct characteristics and operational requirements. The District and the Association agree that as a result of the operational requirements, the class size and number of preparations provided elsewhere in this Agreement shall not apply to the Adult Community Learning Program.
- B. The class size and hours of operation, including duty-free lunch breaks, shall be determined by the Principal after consultation and review with the staff. In no event shall the duty day exceed six (6) hours and fifteen (15) minutes including preparation time equal to a class period, nor eight (8) forty-five (45) minute periods.
- C. The teacher work year shall be as provided in Attachments B-1, B-2, B-3, and B-4 (calendars). If requested, teachers may work additional days on a voluntary basis at pro-rated salary for the purpose of student recruitment.
- D. The District agrees to continue to maintain the existing flexibility in the structure and methodology in the program, goals, and instruction.
- E. Alternative Learning Program staff shall not be granted any year of credit for seniority nor sick leave for service rendered to the Alternative Learning Program during the 1975-76 school year.

All teachers who are assigned a teaching load of less than 100% at Adult Community Learning Center, who are entitled to a 100% position, shall be offered classes in Evening School for which they are qualified, if available, to make up a 100% assignment.

ARTICLE XI

DURATION OF AGREEMENT

- A. This agreement shall be effective as of and shall continue in effect until midnight, August 15, 2016. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.
- B. It is further agreed that at any time after March 1, 2016, the parties hereto shall, on written request, meet for the purpose of discussing the Agreement with respect to its renewal, modification, or change upon termination.
- C. In Witness Whereof, the parties hereto have caused this Agreement to be executed and signed by their duly authorized representatives as of the day and year first above written.

PORT HURON  
AREA SCHOOL DISTRICT

DATED: 10/19/15  
By: [Signature]  
President of the Board

PORT HURON  
EDUCATION ASSOCIATION

DATED: October 15, 2015  
[Signature]  
President of the Association

and  
[Signature]  
Secretary of the Association

"DISTRICT"

"ASSOCIATION"

[Signature]  
Chief Negotiator  
[Signature]  
Team Member  
[Signature]  
Team Member  
[Signature]  
Team Member  
[Signature]  
Team Member  
[Signature]  
Team Member

[Signature]  
Co-Negotiator  
[Signature]  
[Signature]  
Team Member  
[Signature]  
Team Member  
[Signature]  
Team Member  
[Signature]  
Team Member

ATTACHMENT A

Grievant \_\_\_\_\_

Number \_\_\_\_\_

PORT HURON AREA SCHOOL DISTRICT  
RECORD OF GRIEVANCE PROCESSING

<u>Step</u>	<u>Required Action</u>	<u>Initiator</u>	<u>Time Limitations</u>	<u>Date of Action</u>
1.	File Grievance	Grievant	Within 15 days of alleged grievance	_____
	Grievance Received	Administrator <sup>3</sup>	Within 15 days of alleged grievance	_____
	Hearing Held	Administrator	Within 5 days of receipt of grievance	_____
	Disposition Made	Administrator	Within 5 days of hearing	_____
	Disposition Received	Grievant	Within 5 days of hearing	_____
2.	Appeal Files	Grievant <sup>1</sup>	Within 5 days of receipt of disposition	_____
	Appeal Received	Superintendent	Within 5 days of receipt of disposition	_____
	Hearing Held	Superintendent	Within 5 days of receipt of appeal	_____
	Disposition Made	Superintendent	Within 5 days of hearing	_____
	Disposition Received	Grievant	Within 5 days of hearing	_____
3.	Notice of non-acceptance of Superintendent's decision filed	Grievant	Within 10 days of Superintendent's determination	_____
	Applied for arbitration	Association	Within 10 days of Superintendent's determination	_____

<sup>1</sup> And/or Association

<sup>2</sup> All days are school days

<sup>3</sup> Line Administrator/Building Principal

Grievant prepares three (3) copies

1. Administrator

2. Association

3. Teacher



NAME OF GRIEVANT \_\_\_\_\_

ASSIGNMENT \_\_\_\_\_ BUILDING \_\_\_\_\_

STATEMENT OF GRIEVANCE: (Give date and details of alleged grievance: pertinent Article, Section Paragraph and Page(s) of Professional Agreement; and relief sought. Use all space needed. Additional sheets may be added. Statement should be signed and dated.)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Grievant

Association Participating: \_\_\_\_\_ Association to be informed: \_\_\_\_\_

Initials \_\_\_\_\_ Date \_\_\_\_\_

ADMINISTRATIVE DISPOSITION AND GRIEVANT AND/OR  
ASSOCIATION POSITION SHEET

NAME OF GRIEVANT \_\_\_\_\_

ASSIGNMENT \_\_\_\_\_ BUILDING \_\_\_\_\_

DATE OF GRIEVANCE \_\_\_\_\_

STATEMENT OF DISPOSITION \_\_\_\_\_

(Statement of Disposition to be signed and dated by Administrator)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Administrator

STATEMENT OF POSITION OF GRIEVANT AND/OR ASSOCIATION RELATIVE TO  
DISPOSITION

(To be signed and dated by grievant and/or Association)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Grievant

**2015-2016  
SCHOOL CALENDAR**

Total Student Days: 180  
Total Teacher Days: 185

Four half ( $\frac{1}{2}$ ) day conferences at elementary level and three half ( $\frac{1}{2}$ ) day conferences at the secondary level.

Teachers shall meet the professional development requires of the Michigan School Code adhering to the timelines established by the district.

To meet the professional development requirements, teachers may be required to remain after school (when students are in session) on the second Tuesday of each month for staff development as scheduled by the building principal for grade level, content area or department meetings. Attendance at 4<sup>th</sup> Tuesday meetings may be mandatory where the topic to be covered is district-wide training. Staff development will occur on the first and third Tuesday of each month. The PHEA and PHASD will inform the teachers of the state professional development requirements and the PHEA will assist its members in monitoring their individual compliance.

The leadership team/BPC and the school principal will agree on the topics of the third Tuesday meetings. In the event that an agreement cannot be reached, the building principal or his/her designee will determine the appropriate staff development for that building with the approval of the Director of K-12 Instructional Services.

**2014-15 SALARY SCHEDULE**

STEP	BACHELORS	MASTERS	MASTERS + 30	DOCTORATE
0	36,044	39,304	41,530	46,518
1	37,176	41,307	43,811	47,771
2	41,055	43,184	47,566	50,632
3	43,435	45,062	50,070	53,654
4	47,698	51,949	56,327	56,523
5	50,248	54,950	58,831	59,543
6	53,126	57,579	62,086	62,736
7	55,993	60,834	65,465	66,085
8	58,848	64,088	68,844	69,630
9	62,477	67,592	72,602	73,346
10	65,200	70,879	76,325	77,262
11	66,085	71,972	77,501	81,411

**2015-16 SALARY SCHEDULE**

STEP	BACHELORS	MASTERS	MASTERS + 30	DOCTORATE
0	35,265	38,454	40,633	45,512
1	37,823	41,108	43,352	48,377
2	40,458	43,841	46,153	51,329
3	43,171	46,656	49,037	54,369
4	45,217	48,806	51,258	56,750
5	47,323	51,020	53,546	59,202
6	49,243	53,051	55,652	61,478
7	51,220	55,142	57,822	63,822
8	53,007	57,046	59,807	65,987
9	54,847	59,008	61,851	68,217
10	56,742	61,028	63,956	70,513
11	58,694	63,109	66,125	72,879
11b*	59,545	64,849	69,831	73,354

\*No teacher shall move to step 11b after the 2015/16 school year.

PORT HURON AREA SCHOOL DISTRICT  
EXTRA ASSIGNMENT SALARY SCHEDULE  
(NON-ATHLETIC)

Each extra assignment listed shall carry the factor shown. This factor, when multiplied by \$533.77, determines the gross salary for each activity shown. Factors for all extra pay assignments shall be frozen for 3 years. Extra pay is in recognition of extra time and/or responsibility beyond the normal teacher assignment.

<u>ELEMENTARY</u>	<u>FACTOR</u>	<u>ELEMENTARY</u>	<u>FACTOR</u>
City Safety Patrol	3	Student Council	1.5
Township Bus Patrol	1	<sup>3</sup> Music Organization	1
Library (1)	2	(w/o released time)	
		School Improvement Chair	4
		(w/o released time)	
<u>MIDDLE SCHOOL</u>	<u>FACTOR</u>	<u>HIGH SCHOOL</u>	<u>FACTOR</u>
Junior National Honor Society	2	National Honor Society	4
<sup>2</sup> Quiz Bowl	2	<sup>2</sup> Quiz Bowl	4
School Improvement Chair	4	School Improvement Chair	4
(w/o released time)		(w/o released time)	
Yearbook	4	<sup>1</sup> Dramatics	6
Band	4	Yearbook	4
Student Council	4	Band	10
(w/o released time)		Chorus	8
Dramatics (limited to one play)	2	Drill Team	5
		Senior Class Sponsor	4
		Junior Class Sponsor	2
		Sophomore Class Sponsor	2
		Freshman Class Sponsor	2
		Student Council per year	4
		(w/o released time)	

<sup>1</sup> Per play

<sup>2</sup> Must participate in and meet League requirements

<sup>3</sup> 24 one-half (1/2) hour after-school sessions per year

PORT HURON AREA SCHOOL DISTRICT  
EXTRA ASSIGNMENT SALARY SCHEDULE  
(ATHLETIC)

Each extra assignment listed shall carry the factor shown. This factor, when multiplied by \$533.77, determines the gross salary for each activity shown. Factors for all extra pay assignments shall be frozen for 3 years. Extra pay is in recognition of extra time and/or responsibility beyond the normal teacher assignment.

MIDDLE SCHOOL			HIGH SCHOOL		
SPORT	TITLE	FACTOR	SPORT	TITLE	FACTOR
Football	8 <sup>th</sup> Grade Head Coach	6	Coordination	Athletic Coordinator	10
Football	8 <sup>th</sup> Grade Assistant	2	Cheerleading	Varsity Competitive	6
Football	7 <sup>th</sup> Grade Head Coach	4	Cheerleading	Varsity – Fall	4
Football	7 <sup>th</sup> Grade Assistant	2	Cheerleading	Varsity – Winter	4
Basketball - Boys	8 <sup>th</sup> Grade Coach	6	Cheerleading	Jr. Varsity – Fall	3
Basketball - Boys	7 <sup>th</sup> Grade Coach	6	Cheerleading	Jr. Varsity – Winter	3
Basketball - Girls	8 <sup>th</sup> Grade Coach	6	Cheerleading	9th Grade – Fall	2
Basketball - Girls	7 <sup>th</sup> Grade Coach	6	Cheerleading	9th Grade – Winter	2
Wrestling	Head Coach	6	Cross Country -	Varsity	6
Wrestling	Head Coach	2	Boys/Girls		
Track (Boys)	Assistant	6	Soccer - Boys/Girls	Varsity	10
Track (Boys)	Coach	2	Soccer - Boys/Girls	Jr. Varsity	6
Track (Girls)	Assistant	6	Football	Varsity Head	15
Track (Girls)	Coach	2	Football	Varsity Asst. (2)	10 each
Tennis (Boys)	Assistant	3	Football	JV Head	10
Tennis (Girls)	Coach	3	Football	JV Asst.	8
Volleyball	Coach	6	Football	9th Grade Head	8
Volleyball	Head Coach	2	Football	9th Grade Asst.	8
Softball	Assistant	6	Basketball - Boys/Girls*	Varsity	15
Softball	Head Coach	2	Basketball - Boys/Girls*	Jr. Varsity	10
Soccer (Boys)	Assistant	6	Basketball - Boys/Girls*	9th Grade	8
Soccer (Girls)	Coach	6	Track - Boys/Girls*	Varsity	10
Cheerleading	Coach	6	Track – Boys/Girls*	Jr. Varsity	8
			Track – Boys/Girls*	9th Grade	6
			Tennis – Boys/Girls*	Varsity	6
			Tennis – Boys/Girls*	Jr. Varsity	4
			Tennis – Boys/Girls*	9th Grade	4
			Baseball	Varsity	10
			Baseball	Jr. Varsity	8
			Baseball	9th Grade	6
			Softball	Varsity	10
			Softball	Jr. Varsity	8
			Softball	9th Grade	6
			Hockey	Head Coach	12
			Hockey	Asst. Coach	8
			Golf	Head Coach	4
			Volleyball	Varsity Head Coach	12
			Volleyball	Jr. Varsity	8
			Volleyball	9th Grade	6
			Wrestling	Varsity	12
			Wrestling	Jr. Varsity	8
			Wrestling	9th Grade	6

\* Separate teams - one team per gender  
Coaches shall be evaluated annually.