

AGREEMENT

between the

NORTH HURON BOARD OF EDUCATION

and the

TRI-COUNTY BARGAINING ASSOCIATION

1995-1998

NORTH HURON SCHOOLS

KINDE, MICHIGAN

North Huron Schools

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AGREEMENT

The Agreement entered into this 25th day of August, 1995, between the BOARD OF EDUCATION of the NORTH HURON SCHOOLS, KINDE, HURON COUNTY, MICHIGAN, hereinafter called "The Board" and the TRI-COUNTY BARGAINING ASSOCIATION, hereinafter called "the Association".

ARTICLE I - PREAMBLE

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

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

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

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

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

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

ARTICLE II - RECOGNITION

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

ARTICLE III - RIGHTS OF THE BOARD

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

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

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

To establish grades and courses of instruction.

To decide upon the means and methods of instruction.

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

To adopt reasonable rules and regulations.

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

ARTICLE IV - FAIR EMPLOYMENT PRACTICES

With respect to the provisions of this Agreement, the Board agrees that neither it nor any of its administrative agents shall discriminate against any teacher by

reason of race, creed, color, national origin, sex, age, religion, marital status, political activities, or membership or participation in the activities of the Association or any other employee organization.

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

ARTICLE V - EMPLOYMENT STANDARDS

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

ARTICLE VI - RIGHTS OF THE ASSOCIATION

6.1 ACCESS TO BOARD INFORMATION

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

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

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

6.2 USE OF SCHOOL FACILITIES

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

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

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

School mail service shall be granted to the Association.

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

6.3 PAYROLL DEDUCTION FOR ASSOCIATION REPRESENTATION

1. Membership in the Association is not compulsory. Teachers have the right to join, not join, maintain, or terminate their membership in the Association as they see fit. Neither party shall exert or put pressure on or discriminate against a teacher as regards to such matters.
2. All full-time teachers in the bargaining unit shall, on or before the sixtieth (60th) day following; the beginning of the school year, beginning of their employment, or the execution of the collective bargaining Agreement whichever is later, as a condition of employment or of continued employment, either:
 - a. Become members of the Association; or
 - b. Pay to the Association an amount of money which the Association certifies in writing as a cost (hereinafter referred to as "fees") equal to the Professional Dues of the Association. Such cost amount shall be verified and submitted in writing to the Board on or before September 15 of each year, and notice of this fee shall be presented in writing by the Association to all teachers.

- c. Full-time teachers hired during the school year shall be required as a condition of employment, to tender (through direct payment or deduction authorization) only a pro rata amount of the fees. Such pro ratum shall be based on a maximum of ten (10) months (school year) and/or the number of months remaining in the school year. (Within a month, it is the majority of days left that shall govern.)
 - d. Temporary, part-time, or specially-certificated teachers shall not be required to join the Association, but shall pay a pro-rated service fee thereto.
3. In the event a teacher shall not pay the required amount as scheduled, the Board and the Association shall:
- a. The Association shall notify the teacher of non-compliance therewith by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance and shall further advise such teacher that a request for discharge may be filed with the Board in the event that compliance is not effected.
 - b. If the teacher fails to comply, the Association may file charges, in writing, with the Board and may request termination of the teacher's employment. A copy of the notice of non-compliance and proof of service shall be attached to said charges.
 - c. The Board, upon receipt of said charge and request for termination, shall conduct a hearing thereon. To the extent said teacher is protected by the provisions of the Michigan Teacher Tenure Act, all proceedings shall be in accordance with said Act. In the event of compliance at any time prior to discharge, charges may be withdrawn. The Association, in the processing of charges, agrees not to discriminate between or among various persons who may have refused to pay the fees.
 - d. The employment of any teacher whose employment may be terminated due to his nonconformity to this section shall be continued in normal function until the end of the year following the time when there is final decision by an agency or court of competent jurisdiction (which has not been appealed by the teacher) upholding such termination of

employment.

4. If any court of competent jurisdiction or administrative agency holds that an "agency shop" clause is invalid, illegal, or unconstitutional, or that it violated any Federal law and/or regulation, or if the Legislature enacts a law forbidding the "agency shop" clause, or any part thereof (which this article does not conform to or with), this Article shall be null and void and the Association shall reimburse all teachers who have been required to pay either dues, fees, or service charge; provided such teachers must request the Association for reimbursement within thirty (30) days of such court, agency, or legislative decision or action.
5. In the event the Board, acting on the request of the Union, discharges or attempts to discharge an employee for failure to comply with these provisions, the Union shall assume all costs, indemnify and save harmless the Board against any and all claims, demands, suit, expenses or other forms of liability, including back pay, of whatsoever kind and nature that shall arise out of action taken by the Board for the purpose of complying with the provisions of this Agreement.
 - a. The Association has the right to choose the legal counsel to defend said suit or action, under this section.
 - b. The Association shall have the right to compromise or settle any claim made against the Board under this section.

6.4 OTHER PAYROLL DEDUCTIONS

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

Additional Hospitalization Insurance.

Credit Union.

Life Insurance Premiums.

MESSA and other established tax-deferred annuity plan premiums and agrees to disburse these deductions for the purpose intended.

Other mutually agreed upon deductions.

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

6.5 RELEASED TIME FOR CONTRACT NEGOTIATIONS

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

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

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

6.6 RELEASED TIME FOR ASSOCIATION ACTIVITIES

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

6.7 PAYROLL DEDUCTIONS FOR THE ASSOCIATION DUES

The Board agrees to deduct from the salaries of teachers dues for the Association, when voluntarily authorized in writing by each teacher desirous of having his dues deducted.

Individual authorization forms shall be furnished by the Association, and, when executed, filed by it with the Business Office.

Authorizations once filed with the Business Office shall continue in effect until revoked by the teacher on a form available from the Association and filed with the Business Office.

Dues for any or all of the above organizations shall be deducted by one of

the following methods: as one deduction from the first paycheck in October, in six (6) equal installments beginning with the first paycheck in October, or equal installments per paycheck beginning with the first paycheck in October.

The Association shall, at least by September 15th of each school year, give written notification to the Business Office of the amount of its dues which are to be deducted in that school year under such authorizations. The amounts of the deductions for these dues shall not be subject to change during that entire school year.

For purposes of this Article, the term "'school year' shall mean the twelve-month period beginning with the opening of school in the fall of each year.

Dues deducted shall be sent to the Association at the end of each month until all dues are collected.

The right to refund to teachers moneys deducted from their salaries under such authorizations shall lie solely with the Association. The Association agrees to reimburse any teacher for the amount of any dues deducted by the Board and paid to the Association, which deduction, and agrees to hold the Board harmless from any claims of excessive deductions.

ARTICLE VII - REDUCTION OF PERSONNEL

7.1 In the event it becomes necessary to reduce the number of teachers due to program elimination or reduction, or to reduce the number of teachers in a given subject area, field or program or eliminate or consolidate position's, the Board shall follow the procedure listed below:

- a. Teachers not holding a regular Michigan provisional, continuing, or qualified certificate will be laid off first, provided there are qualified and certified teachers to replace and perform all of the needed duties of the laid off teachers.
- b. If reduction is still necessary, then probationary teachers with the least seniority will be laid off first, provided there are remaining qualified and certificated teachers to replace and perform all the needed duties of the laid off teachers.
- c. If further reduction is still necessary, then tenure teachers with the least seniority will be laid off first, provided there are qualified and

certificated teachers to replace and perform all the needed duties of the laid off teachers.

7.2 DEFINITIONS

- a. For the purposes of this article, "seniority" shall be defined as years and/or fraction thereof of continuous service to the North Huron School District. With regard to teachers employed by the Port Austin Board of Education on May 21, 1979, "seniority" shall be deemed to include for such teachers their continuous years of experience with the Port Austin School District prior to that date as if it had been in the North Huron School System. Continuous service shall not be considered interrupted except by resignation or termination of an employee.
 1. Continuous service to the district shall commence with the Teacher's first day of work in a bargaining unit position. That date shall be reflected on the Seniority List.
 - a. For teachers employed by the District on or before June 30, 1987, (including employment with the Port Austin School District) if the first day of work cannot be verified, the date of Board action on the hiring shall be used. If no documentation exists as to date of hire or first day of work, the teacher shall be assigned the date of September 1, of the year in which they were employed by the District.
 2. The Seniority List shall minimally reflect first date of work, years seniority and fractions of years reflected to the nearest one half (1/2) year.
 3. In cases where two (2) or more teachers have identical dates of commencement of continuous service, their placement on the Seniority List shall be determined by a drawing of names from a container. Said drawing shall take place in the presence of Association Representatives and the subject teachers will likewise be afforded the opportunity to be present. The first name drawn shall be next in seniority, etc., until all persons holding the same first date of service have been placed on the Seniority List.
- b. For purposes of this article, the term "qualified" and "certified" shall be defined as follows:

1. **Certified shall be taken to mean possession of an earned provisional or continuing teaching certificate in a given subject area.**
2. **Qualified shall be defined as follows:**
 - a. **For a placement in a K-6 grade level elementary position, a teacher is qualified if he has elementary certification and a minimum of three (3) semester hours credit in elementary reading courses. The district agrees that this requirement shall be waived if the teacher has a minimum of one year experience at the K-6 level in the past five years. K-6 teachers to be qualified for assignment to the 7th and 8th grade levels shall have a minimum of one year's teaching experience in the academic area he is attempting to be assigned within the past five years or agree to take a minimum of three semester hours of academic training in that subject area. Such academic training shall commence with the next regular semester in which such subjects are taught at an accredited institution of higher learning. Teachers failing to accrue the training required above within one (1) school year shall be deemed "unqualified" for placement in said positions.**
 - b. **For placement in a Secondary teaching position 7-12 a teacher is qualified if he or she has a graduate or undergraduate degree with a major or minor in the subject area, and provided further that either he has a minimum of one years' teaching experience within the past five years in that subject area or he agrees to take three semester hours of academic training in that subject area. Such academic training shall commence with the next regular semester in which such subjects are taught at an accredited institution of higher education. Teachers failing to accrue the training required above within one (1) school year shall be deemed "unqualified" for placement in said positions.**
 - c. **A teacher placed in a position requiring additional coursework shall inform the Superintendent, in writing, within ten (10) days of notification of such**

placement, of his/her intent to pursue said training and will, in addition, provide the Superintendent with verification of enrollment within ten (10) days of registration.

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

- 7.3 Three (3) copies of the seniority list will be provided to the Association by October 1st of each year.
- 7.4 Recall - In the event of layoff, the Board will institute a recall procedure which will be in inverse order of the above layoff procedure.
- 7.5 Seniority rights shall be lost by the teacher if the teacher does not return within ten (10) working days when he is recalled from layoff or thirty (30) days after being notified of the recall/whichever is the shorter period of time. Notification shall be by registered mail to the most current address provided by the teacher, in writing, to the Superintendent.
- 7.6 Any layoff pursuant to this Agreement shall automatically terminate the individual's employment contract and all benefits allowed therein including all benefits under this Master Agreement, and shall be reinstated in full upon employment, provided that all fringe benefits for teachers completing a full contract year of employment shall continue until August 31 of that contract year. Fringe benefit coverage will be pro-rated for employees teaching less than a full year.
- 7.7 The Board shall give no less than forty (40) days notice to the teacher being laid off and as soon as needs are determined the teacher will be notified.
- 7.8 It is intended that this Article VII, takes precedence over and governs the individual teaching contracts; and the individual teaching contract is expressly conditioned by this Article.
- 7.9 In the event that this district shall be combined with one or more districts, the Board will use its best effort to assure the continued recognition of the

Association and the continued employment of its members in such consolidated district.

- 7.10 A committee comprised of the Association's President, Secretary and Treasurer will meet with the Board representatives to discuss a possible reduction of positions due to a decrease in school finances, a decrease in the students or other unforeseen needs for a decrease in teaching positions. The committee shall make recommendations and the recommendations shall be presented to the Board at a Board Meeting. Exceptions to this procedure includes specialized classes such as Art, Special Education, Kindergarten, or other such areas where the number of students involved from year to year determines the number of teachers needed.
- 7.11 For the purposes of this article a vacancy is defined as a regular position that is known to require the services of an employee for sixty (60) work days or more.
- 7.12 Notwithstanding any other article of this agreement, the administration shall not be required to post notice of any vacancy if there are teachers on layoff certified and qualified for placement herein.

ARTICLE VIII - SCHOOL IMPROVEMENT COMMITTEE

8.1 GENERAL PROVISIONS

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

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

8.2 NATURE OF COMMITTEE

Teacher representatives to the SIC are to be selected by the Association

and together with the Board shall develop operating rules for effective consultation with the Board.

When meetings are held with the Board's approval during school hours, these days shall count as teaching days. If extensive consultation or development of the school instructional program requires summer or other vacation participation, the Board agrees to make appropriate compensation for the time involved at the rate of \$10.00 per hour.

8.3 FUNCTION OF COMMITTEE

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

ARTICLE IX - GRIEVANCE PROCEDURE

- 9.1 A grievance shall be defined as a claim by a teacher or the Association of an alleged violation of the expressed terms and conditions of this contract.
- 9.2 The Association shall designate one representative per building to handle grievances when requested by the grievant. The Board hereby designates the Principal of each building to act as its representative at Level One as hereinafter described and the Superintendent or his designated representative to act at Level Two as hereinafter described.
- 9.3 The term "days" as used herein shall mean days in which school is in session.
- 9.4 Written grievances as required herein shall be submitted on the form attached as Appendix E and shall contain the following:
- a. It shall be signed by the grievant or grievants;
 - b. It shall be specific;
 - c. It shall contain a synopsis of the facts giving rise to the alleged violation;
 - d. It shall cite the section or subsections of this contract alleged to have been violated;
 - e. It shall contain the date of the alleged violation;
 - f. It shall specify the relief requested.

Any written grievance not in accordance with the above requirements may

be rejected as improper. Such a rejection shall not extend the limitations hereinafter set forth.

9.5 Level One

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

Level Two

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

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

Level Three

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

determination of the grievance be made by the Board more than one (1) month after the initial hearing.

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

Level Four

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

1. If the Association is not satisfied with the disposition of the grievance at Level Three, it may within ten (10) days after the decision of the Board refer the matter for arbitration to the American Arbitration Association, in writing, and request the appointment of an arbitrator to hear the grievance.
2. Neither party may raise a new defense or ground at Level Four not previously raised or disclosed at other written levels.
3. The decision of the arbitrator shall be final and conclusive and binding upon employees, the Board and the Association. Subject to the right of the Board or the Association to judicial review, any lawful decision of the arbitrator shall be forthwith placed into effect.
4. Powers of the arbitrator are subject to the following limitations:
 1. He shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
 2. He shall have no power to establish salary scales.
 3. He shall have no power to change any practice, policy or rule of the Board nor substitute his judgment for that of the Board as to the reasonableness of any such practice, policy, rule or any action taken by the Board, except as the same are conditioned by this Agreement.
 4. He shall have no power to interpret state or federal law.
 5. He shall not hear any grievance barred from the scope of the grievance procedure.
 6. More than one grievance may not be considered by the

arbitrator at the same time except upon expressed written mutual consent and then only if they are of similar nature.

- 7. Where no wage loss has been caused by the action of the Board complained of, the Board shall be under no obligation to make monetary adjustments and the arbitrator shall have no power to order one.**
 - 8. Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or non-occurrence of the event upon which the grievance is based.**
 - 9. He shall have no power to hear grievances concerning: the termination of services of or failure to re-employ any probationary teacher; the placing of a non-tenure teacher on a third year of probation; the termination of services or failure to re-employ any teacher to a position on the extra-curricular schedule.**
 - 10. Should a grievance concern teacher evaluation, the arbitrator shall be confined to dealing with matters of evaluation procedure.**
-
- 9.6 The fees and expenses of the arbitrator shall be shared at the rate of 50% for the Association and 50% for the Board.**
 - 9.7 Should a teacher fail to institute a grievance with the time limits specified, the grievance will not be processed. Should a teacher fail to appeal a decision within the limits specified, or leave the employment of the Board, (except a claim involving a remedy directly benefiting the grievant regardless of his employment), all further proceedings on a previously instituted grievance shall be barred.**
 - 9.8 All preparation, filing, presentation or consideration of grievances shall be held at times other than when a teacher or a participating Association representative are to be at their assigned duty stations.**
 - 9.9 The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.**
 - 9.10 Notwithstanding the expiration of this Agreement, any claim or grievance**

arising thereunder may be processed through the grievance procedure until resolution.

ARTICLE X - TEACHER RIGHTS & PROTECTION

10.1 BOARD SUPPORT OF TEACHERS IN PERFORMANCE OF DUTIES

1. The Board recognizes its responsibility to continue to give reasonable support and assistance to all teachers with respect to the maintenance of control and discipline in the classroom.
2. The Board acknowledges that exceptional children require special education by specifically certified teachers. Therefore, the Board agrees to continue to seek methods of expanding appropriate programs to serve such children.
3. Any assault by a child upon a teacher shall be promptly reported to his immediate supervisor. In the event of such an assault, or if a teacher is complained against or threatened with civil court action by reason of disciplinary action taken against a student, the teacher involved may, through the Association, request assistance from the Board in such matter, including financial aid for the services of legal counsel. The Board's decision pertaining to such a request for assistance shall be final.
4. The Association agrees that all teachers shall observe rules respecting punishment of students as established by the Board or required by law.
5. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property of pupils and the Board, but shall not be responsible for loss or damage to any such property when such property loss or damage is not the fault of the teacher. The Board shall provide comprehensive liability insurance protection under the liability policy now carried by the Board for all teachers in its employ, with limits of \$100,000 for a single injury, \$200,000 for single occurrence, and \$100,000 for the property of third parties, against damages arising out of the negligence of any teacher while acting within the scope of his duties as such, subject to the exclusions contained in such policy. The Board shall continue to carry worker's compensation insurance coverage for all teachers in the manner required by the laws of Michigan.

Insurance carriers are to be selected by the Board.

6. No teacher shall be required to administer any first aid or medication prescribed for a student.
7. No teacher shall be required to transport any child for any reason.

10.2. PERSONAL AND PRIVATE LIFE

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

10.3 PERSONAL PROPERTY OF TEACHERS

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

10.4 MONITORING

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

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

10.5 REVIEW OF PERSONNEL FILE

1. Each teacher shall have the right upon request to review the contents of his own personnel files maintained by the District. A representative of the Association may, at the teacher's request, accompany the teacher in this review. The review shall be made in the presence of the administrator responsible for the safekeeping of these files.

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

10.7. **RELIEF FROM SUBSTITUTE RESPONSIBILITY**

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

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

ARTICLE XI - EVALUATION OF TEACHERS

- 11.1. **The evaluation of the performance of each teacher in the school system is the responsibility of the administration. In such evaluations, all monitoring or observations of teachers shall be conducted openly.**

- 11.2. Evaluations shall only be conducted by a building Principal, assistant Principal, or other administrator as designated by the Board of Education. Each written review of the teacher's job performance shall be based on at least thirty (30) accumulated minutes of classroom observation.
- 11.3. The performance of all teachers shall be evaluated in writing as follows:
- a. Probationary teachers shall be evaluated in writing at least two (2) times each year; once on or before December 1 and again on or before March 15. A personal meeting will be held within fifteen (15) school days thereafter to review the job performance of the probationary teacher.
 - b. Tenure teachers shall be evaluated in writing at least once every two years on or before May 1. A personal meeting will be held with each tenure teacher within fifteen (15) school days thereafter to review his job performance.
- 11.4. Three (3) copies of the written evaluation shall be submitted to the teacher, two to be signed and returned to the administration and the other to be retained by the teacher. In the event that the teacher feels that his evaluation was incomplete or unjust, he may put his objections in writing and have them attached to the evaluation report to be placed in his evaluation file.
- 11.5. If an administrator believes a teacher is doing unacceptable work, the reasons therefore shall be set forth in the written evaluation and contain specific recommendations for improvement of the teacher's performance. At least sixty (60) days before the close of each school year the Board shall provide a probationary teacher with a definite written statement as to whether or not his/her work has been satisfactory.
- 11.6. Each teacher shall have the right upon request to review the contents of his evaluation file. A representative of the Association may, at the teacher's request accompany the teacher in this review.

ARTICLE XII - VACANCIES, PROMOTIONS & TRANSFERS

12.1 PROMOTIONS, REASSIGNMENTS AND TRANSFERS

The Board and the Association recognize that an optimum educational environment includes a teacher who is working within his area of special

competence and in the school setting best suited to his personal circumstances. Therefore, the Board shall provide opportunities for teachers to express their desires for changes in assignment. Procedures shall be established to explore such expressed interests as described in the following sections:

1. PROMOTIONS

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

1. During the School Year:

Notices of all such vacancies and newly created positions shall be prominently posted in an appropriately designated place in each school or department for not less than six (6) teaching days prior to the closing date for filing applications as soon as the vacancy or new position is determined to exist. In emergencies the Board may fill positions on a temporary basis without giving notice, provided that the position shall be posted and permanently filled by the beginning of the next semester or within sixty (60) school days, whichever period is longer.

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

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

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

12.2. REASSIGNMENTS AND TRANSFERS

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

classroom teacher, and a transfer shall mean a change in school but not in subject level.

- 1. Notices of opportunities for reassignment to other than classroom teaching positions for the next school year shall be announced according to the same procedure described above regarding promotions.**
- 2. Notices of opportunity for reassignment or transfer to other grade levels or teaching subject assignments shall be posted periodically as they develop. Instruction for application for such reassignments shall be posted periodically as they develop. Instruction for application for such reassignments or transfers shall be included in the notice.**
 - a. Any position previously held by a member of the teacher's bargaining unit, or any newly created position which will exist for a period of sixty (60) days or more shall be considered a vacancy provided no teacher holds specific return rights to that position under any other article of the contract.**
 - b. Any vacancy which occurs will be posted and filled in accordance with Article XII, Section 12.2 without undue delay once the vacancy becomes known to the district. Any position vacated by a teacher who is awarded a vacancy shall be filled temporarily and posted within ten (10) days as a vacancy for the ensuing school year.**
 - c. All part time teachers shall be offered the opportunity for full time assignments in accordance with their seniority prior to any positions being filled by teachers from outside of the bargaining unit.**
- 3. In filling such vacancies, the position will be given to the applicant who qualifies and has the greatest seniority.**
- 4. Involuntary transfers will be minimized and avoided whenever possible. The Superintendent or his/her designee has the authority to make interim appointments and will notify the Association and affected teacher of the reasons for said transfer.**

ARTICLE XIII - LEAVES OF ABSENCE

13.1. PROFESSIONAL CONFERENCES

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

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

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

Approved professional conference days shall count as teaching days.

13.2. VISITING DAY

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

An approved visiting day shall count as a teaching day.

13.3 LEAVE OF ABSENCE

1. Certified personnel shall be credited with ten (10) days of sick leave at the inception of the school year, to be accumulated to an unlimited number. Should a teacher's employment terminate during the school year, that teacher will receive a proportionate deduction from their final paycheck for any used, but unearned, sick leave. After three (3) consecutive days of absence, due to illness, the employee may be required by the administration to

present a doctor's statement that they are physically able to return to work.

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

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

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

2. Extended Leaves

1. Child Care Leave

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

2. Military Leave

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

3. Exchange Teacher Leave

With the approval of the Board, leave for exchange teacher positions may be granted to tenure teachers, subject to the conditions prescribed by Section 1234 of the 1976 School Code.

4. General provisions for Extended unpaid leaves:

- a. Such leaves are to be without compensation or experience credit.
 - b. Application for such leaves are to be made at least one month in advance of the anticipated commencement of leave. The request shall specify the desired beginning and ending dates of the leave. As nearly as possible, the beginning and ending dates of the leave shall conform to semesters or marking periods.
 - c. Return to duty from extended leaves of absence shall be subject to the following conditions:
 1. Satisfactory evidence of physical and mental health shall be filed with the Board as directed before the teacher is returned to duty from an extended illness leave.
 2. There is no guarantee that any teacher shall be returned to a specific building, grade level or special assignment at the conclusion of a period of absence exceeding one semester. The Board shall, however, make every effort to return a teacher who has been on an extended leave of absence to the same or comparable job to that held before the leave.
- 3. Personal business days shall be approved for legal business, funerals not covered under sick leave, weddings of relatives or close friends, out-of-county doctor and dentist appointments.**
- 4. Bereavement Days**

When death occurs in an employee's immediate family, the

employee upon request will be excused for five (5) normally scheduled teacher work days (excluding Saturday and Sunday) following the date of death. Immediate family is defined as spouse, child, parent, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparent, grandchild, or a person who stands in place of the immediate family of the teacher. When death occurs to an aunt or uncle of the employee or the employee's spouse, the employee upon request will be excused for one (1) normally scheduled teacher work day. Bereavement days exceeding the first two (2) days shall be deducted from the employee's sick leave.

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

13.4. Illness in the Immediate Family

A teacher may use up to a maximum of ten (10) sick leave days in any year to care for a member of the immediate family. Immediate family is defined as spouse, child, parent, brother, sister, grandparent, grandchild, or a person who stands in place of the immediate family of the teacher. If necessary, days in excess shall be granted by the Superintendent after consultation with the teacher so affected who may be required to provide medical proof of cause.

ARTICLE XIV - TEACHING CONDITIONS

14.1. PHYSICAL ENVIRONMENT

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

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

Insofar as possible, lounges, conference rooms and lavatories shall be conveniently available for teachers. Lounges and conference rooms shall

not be used for regularly scheduled meetings without prior consultation with the building faculty. The Board agrees to meet and confer with the Association to seek mutually acceptable solutions where these conditions do not exist.

14.2. CALENDAR

The calendar shall have 186 teacher days and 180 student contact days. The teacher contact days shall include the following:

- 1 Day prior to school opening
- 2 North Huron In-Service Day
- 2 Parent-Teacher Conference Days - Afternoon and Evening
- 1 Day after students leave at the end of the year.

Approximately one-half day of classes will be held at the end of each semester that will be utilized as records days for teachers.

The school calendar is attached as Appendix D.

14.3. SNOW DAYS

Beginning with the 1986-87 school year, there shall be 180 days of student instruction and a total of 186 teacher work days. Scheduled days of student instruction which are not held because of conditions not within the control of school authorities such as inclement weather, fires, epidemics, mechanical break downs, or health conditions as defined by the city, county or state health authorities, will be rescheduled to insure that there are a minimum of one hundred eighty (180) days of actual student instruction. Teachers will receive their regular pay for days which are canceled but shall work on any rescheduled days with no additional compensation.

- a. The parties agree to meet in an effort to mutually agree on when any make up days should occur. In the event they are unable to agree, the days will be added on to the end of the calendar set forth in Appendix D.
- b. Should a day be rescheduled and insufficient students attend to count it as day of instruction, teachers will not be obligated to attend a subsequent rescheduling of the day without being paid at their daily rate.
- c. It is understood and agreed that in the event that the rescheduling

of the days at the end of the school year interferes with a teacher's scheduled return to school to upgrade his or her skills, the teacher may:

1. use his or her personal leave
 2. use his or her sick leave or
 3. apply for unpaid leave time.
- d. Should the provisions of the state law be altered, the above provisions shall reflect the number of days required by the state.
- e. Should the provisions of the state law be rescinded, the above provisions shall be considered null and void and the provisions and practices in existence prior to this agreement shall be reinstated, to the extent permitted by Law.

14.4 THE SCHOOL DAY

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

A teacher shall be required to report for duty no earlier than 8:10 a.m. and remain no longer than 3:30 p.m. except for parent or professional meetings. On Fridays and days vacation begin teachers may leave their respective buildings as soon as the busses have left.

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

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

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

The Board and the Association agree that some supervisory responsibilities shared among the teachers on an equitable basis are necessary at student functions. The Principal shall determine to which of

those events teacher attendance is expected, which are eligible for extra compensation, and from which teachers may be excused.

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

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

14.5. CALENDAR OF PROFESSIONAL STAFF MEETINGS

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

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

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

14.6. FACULTY MEETINGS

Building faculty meetings, department meetings, and/or system-wide meetings shall be called only when necessary to the efficient functioning of the school program. They will not continue any longer than essential to accomplish the stated agenda of the meeting and normally shall be limited to one (1) hour.

14.7. RELIEF FROM NON-TEACHING DUTIES

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

Where other reasonable means can be implemented, teachers shall not be expected to perform the many quasi-clerical tasks that have become a part of the school program. Examples are: collection of moneys (e.g., for

pictures, shop fees, insurance premiums); milk distribution; inventorying of books; typing tests and duplicating educational materials; and the preparation and sending of form letters to parents.

14.8. ALLEVIATION OF OVERCROWDED CONDITIONS

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

- 14.9. Because the pupil-teacher ratio is an important aspect to an effective educational program, the parties agree to review the class sizes. The goal would be to keep class sizes at or less than thirty students with the understanding that class sizes in grades 7-12 will be balanced by some larger and some smaller classes.

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

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

14.10. PREPARATION TIME

Because teacher preparation time is an important aspect to an effective educational program, 240 minutes of preparation time will be provided to each teacher per week. The secondary teachers shall have one prep/conference period during the student/teacher day equaling a minimum of 240 minutes per week. All elementary teachers will be given preparation time that is equal to the secondary teachers preparation time within ten (10) minutes of the 240 minute minimum. Elementary preparation time may include, but not be limited to duty free recesses, blocks of time for art, music, physical education and the like. In the event of financial constraints, this section may be temporarily set aside.

ARTICLE XV - SALARY SCHEDULE AND OTHER BENEFITS

15.1 SALARY SCHEDULES

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

15.2. LONG SERVICE INCREMENTS

1. General Provisions

\$250.00 to be paid starting with the 16th year, 21st year and 26th year of service to North Huron Schools.

Long Service Pay (Starts 1996-97)

Year 12	\$250.00
Year 16	\$250.00
Year 21	\$250.00
Year 26	\$250.00

15.3. REQUIRED TUBERCULOSIS EXAMINATION

A certification of freedom from tuberculosis based on a chest x-ray or patch test shall be filed annually by each teacher as required by law.

15.4. Each teacher shall be entitled to receive his/her salary according to one of the following plans, at the option of the teacher. The paychecks shall be distributed to each teacher every second Friday commencing with the second Friday following the commencement of the school year. Those teachers choosing either options 2 or 3 below shall normally receive the 20th paycheck on the final teacher duty day of the school year, but in no case later than the following Friday. Paychecks that would normally be distributed on a Friday that falls within a recess period during the school year shall be distributed on the last day of school prior to the beginning of the recess period. Option 3 will only be available to laid off teachers. The pay plan options are as follows:

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

15.5. CREDIT FOR OUTSIDE EXPERIENCE

It was agreed that beginning with the 1995-96 school year, the Board would grant six (6) years credit for outside experience for all incoming teachers, not to be retroactive.

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

15.7. TERMINAL PAY

It is agreed that whenever a teacher retires or resigns from the system, they shall receive twenty-five (\$25.00) dollars per day for all unused sick leave accumulated while employed by the North Huron Schools.

15.8. PROFESSIONAL COMPENSATION

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

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

ARTICLE XVI - STRIKE PROHIBITION

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

ARTICLE XVII - MATTERS CONTRARY TO AGREEMENT

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

ARTICLE XVIII - AGREEMENTS CONTRARY TO LAW

If any provisions of this Agreement or any application of the Agreement to any teacher or group of teachers shall be found contrary to law, then this provision or application shall be deemed invalid except to the extent permitted by law, but all other provisions hereof shall continue in full force and effect.

ARTICLE XIX - DURATION

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

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

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

This agreement shall continue in full force and effect from July 1, 1995, to and including June 30, 1998.

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

This contract may be amended in the following manner: by an unanimous vote of the Negotiations Committee and the Board Negotiations Committee; such action to be subject to an affirmative vote of both the Association and the Board.

Any notices required hereunder shall be sufficient if mailed:

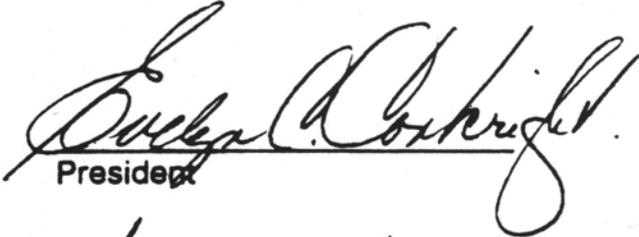
TO THE BOARD: c/o Secretary of the Board of Education
North Huron Schools
P.O. Box 158
Kinde, Michigan 48445

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

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

FOR THE ASSOCIATION

FOR THE BOARD



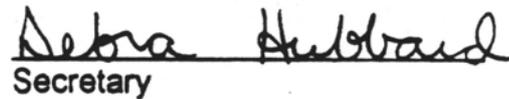
President



President



Secretary



Secretary



Chief Negotiator



Secretary

APPENDIX A - SALARY SCHEDULE

1995-96

Step	BA	BA+20	BA+40 MA	BA+70 MA+15	MA+30
0	25,793	26,539	27,607	28,392	29,164
1	27,140	27,830	29,015	29,795	30,563
2	28,491	29,125	30,424	31,197	31,964
3	29,838	30,415	31,833	32,600	33,365
4	31,186	31,707	33,240	34,004	34,765
5	32,536	33,000	34,649	35,408	36,164
6	33,886	34,291	36,057	36,810	37,567
7	35,235	35,583	37,465	38,213	38,965
8	36,581	36,877	38,873	39,616	40,366
9	36,581	38,170	40,282	41,018	41,768
10	36,581	39,461	41,661	42,421	43,168
11	36,581	39,461	43,096	43,826	44,568

1. Up to six (6) years credit will be granted for outside experience.
2. Horizontal movement on the salary schedule must be based on graduate or undergraduate hours in an approved curriculum following approval of the District Superintendent.

1996-97

Step	BA	BA+20	BA+40 MA	BA+70 MA+15	MA+30
0	26,051	26,804	27,883	28,676	29,456
1	27,411	28,108	29,305	30,093	30,869
2	28,776	29,416	30,728	31,509	32,284
3	30,136	30,719	32,151	32,926	33,699
4	31,498	32,024	33,572	34,344	35,113
5	32,861	33,330	34,995	35,762	36,527
6	34,225	34,634	36,418	37,178	37,943
7	35,587	35,939	37,840	38,595	39,355
8	36,947	37,246	39,262	40,012	40,770
9	36,947	38,552	40,685	41,428	42,186
10	36,947	39,856	42,078	42,845	43,600
11	36,947	39,856	43,527	44,264	45,014

1. Up to six (6) years credit will be granted for outside experience.

- Horizontal movement on the salary schedule must be based on graduate or undergraduate hours in an approved curriculum following approval of the District Superintendent.

1997-98

Step	BA	BA+20	BA+40 MA	BA+70 MA+15	MA+30
0	26,833	27,608	28,719	29,536	30,340
1	28,233	28,951	30,184	30,996	31,795
2	29,639	30,298	31,650	32,454	33,253
3	41,040	41,641	33,116	33,914	34,710
4	32,443	32,985	34,579	35,374	36,166
5	33,847	34,330	36,045	36,835	37,623
6	35,252	35,673	37,511	38,293	39,081
7	36,655	37,017	38,975	39,753	40,536
8	38,055	38,363	40,440	41,212	41,993
9	38,055	39,709	41,906	42,671	43,452
10	38,055	41,052	43,340	44,130	44,908
11	38,055	41,052	44,833	45,952	46,364

- Up to six (6) years credit will be granted for outside experience.
- Horizontal movement on the salary schedule must be based on graduate or undergraduate hours in an approved curriculum following approval of the District Superintendent.

APPENDIX B - WAGE SCALE FOR EXTRA CURRICULAR ACTIVITIES
 (Percentages are based on the beginning BA salary)

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

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

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

Adult Education, Summer School, Tutorial-Enrichment and Remedial shall be paid at the rate of \$15.00 per hour. Course position shall be offered to bargaining unit members prior to application from outside the District.

The following are all percentage amounts

Academic Track		2.0
Year Book (HS)		4.5
Dramatics - per play	Three Act	3.0
	One Act	2.0
Forensics		2.0
Band Director		6.0

Summer Music - Proration for extended programs

Chorus	3.0
Senior Class Sponsor	1.5
Junior Class Sponsor	2.0
Sophomore Class Sponsor	1.0
Freshman Class Sponsor	1.0
Eighth Class Sponsor	1.0
Seventh Class Sponsor	1.0
F.H.A.	4.5
Business Club	4.5
National Honor Society	1.0
Student Council	1.0
Head Football	9-10-11
Head Basketball	9-10-11
Varsity Baseball	6-7-8

Varsity Softball	6-7-8
Varsity Track	6-7-8
Varsity Volleyball	9-10-11
JV Volleyball	5-6-7
Jr. High Combined Volleyball	2.5-3.3-5
Varsity Cross Country	4-5-6
Asst. Varsity Football	5-6-7
JV Football	5-6-7
JV Basketball	5-6-7
7th Grade Basketball	3.5-4-4.5
Combined 7th & 8th Grade Basketball	5-5.5-6
8th Grade Basketball	3.5-4-4.5
Cheerleaders	3-4-5
JV Baseball	3-3.5-4
JV Volleyball	3-3.5-4
JV Softball	3-3.5-4
Freshman Coaches	2.5-3-3.5
Junior High Track	2.5-3-3.5
Pee Wee Basketball	2.5-3-3.5
Intramurals (10 week program)	3.0
Cheerleaders (7th and 8th)	1.0
S.A.D.D.	1.0

Experience factor in Coaching is based on experience at North Huron or Port Austin.

APPENDIX C - INSURANCE

The Employer shall provide without cost to the bargaining unit member MESSA-PAK for a full twelve (12) month period for the bargaining unit member and his/her entire family. The Employer shall sign an employer participation agreement. In addition to MESSA-PAK, the Employer will provide without cost to the bargaining unit member health coverage for sponsored dependents as defined by MESSA for a full twelve (12) month period.

Bargaining unit members not electing MESSA-PAK Plan A will select MESSA-PAK Plan B plus receive option money shown below to be applied to an MEA Financial Services T.D.A. or toward MESSA non-taxable variable options. Any contribution amounts exceeding the Employer's subsidy shall be payroll deducted. An open enrollment period shall be provided whenever contribution subsidy amounts change for the groups.

	Plan A (for employees electing health insurance)	Plan B (for employees not electing health insurance)
Health	Super Care I	
Long Term Disability	66 2/3% \$2500 Maximum 90 Calendar Days - Modify Fill Pre-Existing Condition Waiver Freeze on Offsets Alcoholism/Drug - 2 year limitation Mental/Nervous - 2 year limitation	Same as Plan A
Negotiated Life	\$40,000 with AD & D	\$50,000 with AD & D
Vision	VSP-3	VSP-3+
Dental	90/80/80; \$1600	90/80/80; \$1700
Option Money		\$188.73 toward options/annuities (not included in Plan B rate)

APPENDIX D - SCHOOL CALENDAR

1995-96

Teachers First Day	August 28
Classes Begin - Full Day	August 29
No Classes	September 1-4
Classes Resume	September 5
Parent-Teacher Conference High School/Middle School (No Students) Elementary - Afternoon Elementary - Evening	October 4 November 1 November 8
End of First Marking Period	November 3
County-Wide Inservice - (No Students)	November 15
Thanksgiving Day Break	November 23-24
Classes Resume	November 27
Winter Break	December 24 - Jan. 2
Classes Resume	January 3
End of First Semester	January 19
Teacher Record Day (No Classes)	January 22
President's Day - (No Classes)	February 19
Parent-Teacher Conference High School/Middle School (No Students) Elementary School - Afternoon Elementary School - Evening	February 28 March 20 March 27
End of Third Marking Period	March 29
Spring Break	April 1-8
Classes Resume	April 9
Memorial Day - (No Classes)	May 27
Last Day for Students	June 6
Last Day for Teachers	June 7

1/2 days on Wednesday are only scheduled during full weeks. The dates for 1/2 days are:

September 13, 20, 27	January 10, 17, 31
October 11, 18, 25	February 7, 14
November 1, 8, 29	March 6, 13, 20, 27
December 6, 13, 20	April 17, 24
	May 1, 8, 15, 22

Student Days	180
Teacher Days	186

APPENDIX E - GRIEVANCE FORM

GRIEVANCE NO. _____

LEVEL I

NAME OF GRIEVANT _____ TIME AND DATE OF SUBMISSION _____

CONTRACT PROVISION(S) VIOLATED: ARTICLE _____ SECTION _____

TIME AND DATE OF ALLEGED CONTRACTUAL VIOLATION: TIME _____ DATE _____

EMPLOYEE(S) INVOLVED IN GRIEVANCE: _____

STATEMENT OF ISSUE: _____

SYNOPSIS OF FACTS GIVING RISE TO THE ALLEGED VIOLATION: _____

ACTION OR RELIEF SOUGHT: _____

SUBMITTED BY: _____

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

THIS SECTION TO BE FILLED IN BY PRINCIPAL

TIME AND DATE WRITTEN GRIEVANCE WAS SUBMITTED TO YOU: _____, 19__

PLACE WRITTEN ANSWER HERE: _____

SIGNATURE: _____ TIME AND DATE: _____, 19__
PRINCIPAL

RECEIPT ACKNOWLEDGED BY: _____
ASSOCIATION REPRESENTATIVE

TIME AND DATE: _____, 19__

THIS SECTION TO BE FILLED IN BY ASSOCIATION REPRESENTATIVE

WAS THE DISPOSITION BY THE PRINCIPAL: _____ SATISFACTORY
_____ UNSATISFACTORY

POSITION OF ASSOCIATION: _____

SIGNATURE: _____
ASSOCIATION REPRESENTATIVE

TIME AND DATE: _____, 19__

RECEIPT ACKNOWLEDGED BY: _____
SUPERINTENDENT

TIME AND DATE: _____, 19__

LEVEL 3

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

PLACE WRITTEN ANSWER HERE: _____

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

SIGNATURE: _____ TIME AND DATE: _____, 19__
ASSOCIATION REPRESENTATIVE

RECEIPT ACKNOWLEDGED BY: _____
BOARD OF EDUCATION
TIME AND DATE: _____, 19__

APPENDIX F - PERSONAL BUSINESS LEAVE FORM

Date _____

I hereby request a personal business day on _____ for
(Date)

"for legitimate business, professional or family obligations which cannot be met outside the regular school day. It does not involve other business interests nor will it be used for shopping, recreation, etc."

Signed _____

Date _____

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

Principal

Date _____

The above request is hereby APPROVED DISAPPROVED

- ___ Failed to fulfill time requirements
- ___ Before a holiday
- ___ Day is utilized by three other faculty members

Superintendent

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

