

MASTER AGREEMENT

Between

HURON EDUCATION ASSOCIATION
MEA/NEA

and

HURON SCHOOL DISTRICT

New Boston, Michigan

for the period of

September 1, 2017 to June 30, 2019

TABLE OF CONTENTS

| <u>ARTICLE</u> | | <u>PAGE</u> |
|----------------|---|-------------|
| 1 | Agreement | 1 |
| 2 | Recognition | 1 |
| 3 | Extent of Agreement | 2 |
| 4 | Duration of Agreement | 2 |
| 5 | Maintenance of Standards | 3 |
| 6 | Continuity of Operations | 3 |
| 7 | Payroll Deduction | 4 |
| 8 | Professional Grievance Procedure | 4 |
| 9 | School Calendar | 7 |
| 10 | Negotiation Procedures | 8 |
| 11 | Definition of Terms | 8 |
| 12 | Definitions | 9 |
| 13 | Seniority | 9 |
| 14 | Association Rights | 10 |
| 15 | Department Chairpersons | 11 |
| 16 | Substitute Teachers | 11 |
| 17 | Student Teachers | 11 |
| 18 | Rights of the Board | 11 |
| 19 | In-Service Member Professional Development | 12 |
| 20 | Member Rights | 13 |
| 21 | Student Discipline and Employee Protections | 14 |
| 22 | Instructional Materials | 15 |
| 23 | School Equipment | 16 |
| 24 | Teaching Facilities | 17 |
| 25 | Teaching Hours | 17 |
| 26 | Class Size and Teaching Conditions | 20 |
| 27 | Cumulative Leave Days | 21 |
| 28 | Noncumulative Leave Days | 23 |
| 29 | Unpaid Leave of Absence | 24 |
| 30 | Paid Leave of Absence | 25 |
| 31 | Professional Compensation | 25 |
| 32 | Insurance Protection | 27 |
| 33 | Mentor Teachers | 28 |
| 34 | Job Sharing | 29 |
| 35 | Part Time Positions | 31 |
| 36 | Non-Teacher Professional Personnel (NTPP) Evaluations | 31 |
| 37 | NTPP Discipline | 33 |
| 38 | NTPP Assignments | 34 |
| Schedule A | Salary Schedule | 35 |
| Schedule B | Extracurricular Pay Scale | 36 |
| Schedule C | Calendar | 37 |

1. **AGREEMENT**

This Agreement is entered into and between the Huron Board of Education, hereinafter called the "Employer" and the Huron Education Association/MEA/NEA, hereinafter called the "Association".

2. **RECOGNITION**

- A. The Employer hereby recognizes the Association as the sole and exclusive bargaining representative for all professional personnel certified of the Huron School District, whether under contract, on leave, or on a per diem, hourly, or class rate basis, excluding substitutes, dual enrollment teachers, and parochial specials teachers in the K-12 program. Such representation shall cover all personnel assigned to newly created professional positions unless the parties agree in advance that such positions are principally supervisory and administrative.
- B. Such representation shall exclude superintendent, adult education staff, principals, assistant principals, Chief Academic Officer, Chief Operations Officer, Special Education Administrative Staff, Director of Technology, Athletic Director, and any staff not included in recognition section 2(C) and 2(D) and the titles of any other positions which are "supervisory" within the meaning of PERA. The terms "Teacher" or "bargaining unit member" shall include both certified and non-certified employees within the recognized bargaining unit set forth above.
- C. Certificate shall include a provisional, continuing, professional education, temporary vocational authorization, full vocational authorization, occupation and professional certificate with occupational education certificate. It shall include those individuals employed pursuant to Section 1233 (b) of the School Code of 1976, being Section 380.1233 (b) of the Michigan Compiled Laws and those individuals employed pursuant to an annual vocational authorization or other temporary approval as defined in the State Board of Education administrative rules.
- D. The bargaining unit shall include those teaches employed by the School District who are now assigned to the consortium program, the Downriver Career Technical Consortium which includes these school districts: Airport, Flat Rock, Gibraltar, Grosse Ile, Huron, Riverview, Southgate, Trenton, Woodhaven, and any other districts brought into the

Consortium at a future date. These members will have full rights, just as members working within Huron buildings.

- E. The Employer agrees not to negotiate with or recognize any teachers' organization or union other than the HEA/MEA/NEA for the duration of this Agreement.

3. **EXTENT OF AGREEMENT**

- A. This agreement shall constitute the full and complete commitment between both parties. This Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in written and signed amendment to this Agreement.
- B. If any provision of this Agreement or any application of the Agreement to any employee or group of employees 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 provision or applications shall continue in full force and effect.
- C. Copies of the Agreement shall be printed at the expense of the Employer in a format agreed upon by the Employer and the Association within thirty days after the Agreement is signed and presented electronically to all members now employed, or considered for employment. The employer shall furnish the Association with 20 copies of the Master Agreement for its use.

4. **DURATION OF AGREEMENT**

- A. This Agreement shall become effective upon ratification by both parties and shall remain in effect until midnight on the June 30, 2019. The 80/20 cost-share of health insurance is for the duration of this agreement. However, if a successor agreement has not been reached by June 30, 2019, then the members will assume the district's portion of the January 1, 2019 increase, beginning on July 1, 2019 (not retroactive) and continuing until a successor agreement is reached.
- B. The Association or the Board will notify the other of their intent to open negotiations for a new contract by January 15, 2019. Any notice required hereunder shall be sufficient if mailed to the Board in care of the Superintendent of Schools or to the Association in care of the President of the Association.

C. **IN WITNESS WHEREOF**, the parties have executed this Agreement by their duly authorized representatives in the month, day and year first written below.

HURON BOARD OF EDUCATION

President

Secretary

Superintendent

Date

HEA/MEA/NEA

President

Chief Negotiator

Team Member

Team Member

Team Member

5. **MAINTENANCE OF STANDARDS**

- A. The duties of any member or the responsibilities of any positions in the bargaining unit will not be transferred to a person not a member of the bargaining unit without prior negotiation with the Association.
- B. The Board agrees to refrain from employing members as permanent substitutes, long-term substitutes, teaching consultants and teaching coordinators or in any other capacity or with any other title where to do so would constitute an attempt to, or have the effect of, removing or excluding a permanent full-time or permanent part-time bargaining unit position or work, teaching vacancy, or similar position giving rise to tenure rights, from the bargaining unit or otherwise from coverage under the collective bargaining Agreement, or which would result in the continued layoff of regular teachers in the School District, or which would result in the reduction of salary, fringe benefits or the denial of the right to collectively associate and bargain on the part of the person assuming said position or formerly occupying said position.

6. **CONTINUITY OF OPERATIONS**

- A. Both parties recognize the desirability of continued and uninterrupted operation of the instruction program during the normal school year and the avoidance of disputes which threaten to interfere with such operations. Since the parties are establishing a comprehensive grievance procedure under which unresolved disputes may be settled by

an impartial third party, the parties have removed the basic cause of work interruptions during the period of this Agreement. The Association accordingly agrees that it will not, during the period of this Agreement, directly or indirectly engage in or assist in any strike against the Employer (as said term is defined by the Public Employment Relations Act).

- B. Nothing in this Article shall require the Employer to keep schools open in the event of severe inclement weather or when otherwise prevented by an act of God.

7. **PAYROLL DEDUCTION**

- A. The Employer will make payroll deductions, upon written authorization from a member, for annuities, credit unions, savings bonds, and/or any other plan or program currently in effect and new programs to be agreed upon by the Board and Association. Said authorization designating deductions, shall be delivered to the payroll office on or before September 15. If, during the year, changes in the deductions become necessary, said changes shall be authorized in writing and presented to the Business Office.
- B. Contractual salaries will be divided by 26 to determine the gross biweekly amount. All members will be paid by electronic deposit only, to a financial institution that accepts electronic deposits. All members will provide to the Business Office the financial organization's name and required routing information to receive their payroll. This will be paid to the employee biweekly, less FICA, federal and state income tax, and any other deductions selected by the employee.
- C. All checks, including e-checks, will clearly indicate the reasons for all deductions.

8. **PROFESSIONAL GRIEVANCE PROCEDURE**

- A. A grievance shall be an alleged violation, misapplication, or misinterpretation of the expressed terms and conditions of this contract.
- B. The Association shall designate their representatives to handle grievances when requested by the grievant. The Employer hereby designates the principal of each building to act as its representative at Level One as hereinafter described.
- C. The term "days" as used herein shall mean days in which school is in session, or during summer break, it means weekdays excluding Saturday and Sundays.
- D. Written grievances as required herein shall contain the following:

1. It shall be signed by the grievant or grievants.
 2. It shall contain a synopsis of the facts giving rise to the alleged violation:
 3. It shall site the Section or Subsections of this contract alleged to have been violated;
 4. It shall contain the date of the alleged violations;
 5. It shall specify the relief requested.
- E. Any written grievance not substantially in accordance with the above requirements may be rejected as improper. Such a rejection shall not extend the limitations hereinafter set forth.

LEVEL ONE – A member of the Association, believing himself/herself wronged by an alleged violation shall within ten (10) work days of its alleged occurrence (or reasonable knowledge of same) orally discuss the grievance with the building principal or appropriate supervisor in an attempt to resolve same. When a grievance affects more than one building, the grievance shall move directly to Level Two.

If no resolution is obtained within ten (10) work days of the discussion, the Association shall reduce the grievance to writing and proceed within ten (10) work days of said discussion to level Two.

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 Association. Within ten (10) work days of receipt of the grievance, the Superintendent or his designated agent shall arrange and hold a meeting with the grievant and the designated local Association representative to discuss the grievance. Within ten (10) work days of the discussion, the Superintendent or his designated agent shall render his decision in writing, transmitting a copy of the same to the Association, the Grievance Chairperson of the Association and the principal of the building in which the grievance originated.

LEVEL THREE

1. Within thirty (30) calendar days upon receipt of the Superintendent's decision, the Association may submit the matter to the American Arbitration Association in the event the decision is unsatisfactory to the Association.
2. The arbitrator shall be selected in accordance with the rules, regulations and methods recommended by the American Arbitration Association.

3. The decision of the arbitrator shall be final and conclusive and binding upon employees, the Employer and the Association; subject to the right of the Board or the Association to judicial review.
 4. Powers of the arbitrator are subject to the following limitations:
 - a) He/she shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
 - b) He/she shall have no power to establish or to change any existing salary schedule.
 - c) He/she shall have no power to change any practice, policy or rule of the Board, nor substitute his judgment for that of the Employer as to the reasonableness of any such practice, policy, rule or any action taken by the Board, except where such practice, policy, rule or action is in conflict with this agreement.
 - d) He/she shall have no power to interpret state or federal law, except as specifically mentioned in this Agreement.
 - e) He/she shall not hear any grievance barred from the scope of the grievance procedure.
 5. After a case on which the arbitrator is empowered to rule hereunder has been referred to him/her, it may not be withdrawn by either party except by mutual consent.
 6. If either party disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall first rule on the arbitrability of the grievance.
 7. The cost of the arbitrator shall be borne equally by the parties except each party shall assume its own cost for the representation.
 8. All arbitration hearings will be conducted at the employer's central office unless the parties mutually agree otherwise.
- F. Should the Association fail to institute a grievance within the time limits specified, or fail to appeal a decision within the limits specified, the grievance will not be processed.
- G. Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or nonoccurrence of the event upon which the grievance is based. However, in no event shall the settlement be earlier than seventy-five (75) days prior to the date on which the grievance is filed.
- H. Matters in which a petition for review or appeal have been filed with the Michigan Tenure Commission pursuant to the Michigan Teachers' Tenure Act are not arbitrable. The rights afforded under the act are a teacher's sole and exclusive remedy once a petition/appeal has been filed and neither the teacher nor the Association may file or process a grievance which arises under the same circumstances, transaction or action.

9. **SCHOOL CALENDAR**

- A. The parties agree that all aspects of the school calendar, excluding the first day of school, are negotiable including the length of the school year, and further agree that the school calendar shall be set forth in Appendix C. Any deviation shall be by mutual written consent.
- B. New employees may be required to report for one day of orientation. Second year members will report one day early for classroom preparations and meetings with building principals.
- C. Members shall have one week after the last student day in which to complete their end-of-the-year duties, but it is preferred that the report cards be completed first.
- D. There will be a minimum of 180 student days with a minimum of 1098 hours of instruction. Per diem compensation shall be based on 186 workdays per contract year. If the State of Michigan changes the required number of instructional days or hours such that it impacts the negotiated calendar, the Huron Board of Education and the Huron Education Association agree to bargain over the impact.
- E. Each semester/trimester shall end with one half-day for students followed by an on or off site member records day. The last day of school will be half day for students and a half day for teacher records and check-out.
- F. **Rescheduled Instructional Days**
 - 1. It is understood and agreed that the school calendar as specified in the collective bargaining agreement has been constructed so as to maximize student contact time and achievement. However, the parties recognize that due to conditions not within the control of school authorities, such as, but not limited to, severe storms, fires, epidemics, or health conditions as defined by City, County or State health authorities, there may be days when pupil instruction is scheduled but not provided by this contract then sufficient day(s) of pupil instruction will be rescheduled and provided on a day(s) contiguous with the end of the school year unless otherwise mutually agreed between the district and the association.
 - 2. It is understood and agreed that rescheduling of days may vary from one level or one building to another dependent on the number of instructional days/hours provided for each level or building. It may occur that elementary schools will be rescheduled when the middle and high schools are not. However, all levels and buildings shall be required to meet the minimum contractual days and hour requirements.

3. On such days(s) when pupil instruction is not provided, members will not be required to work. Members will be notified by text, phone, or automated calling system. Members will be required to work on the rescheduled days(s) as if it were regularly scheduled work day(s).
4. On the rescheduled work day(s), the School District will not pay nor will members receive any additional compensation, insurance benefits or fringe benefits under Contract.

10. **NEGOTIATION PROCEDURES**

- A. Representatives of the Employer and Association's bargaining committees will meet as the need arises for the purpose of reviewing the administration of the contract and to resolve potential problems. If either party desires to meet, a mutually agreeable meeting date will be selected within one week.
- B. The party requesting the meeting is to submit to the other, on or before Friday prior to the meeting, an agenda covering what they wish to discuss.
- C. Should a meeting result in a mutually acceptable amendment to the Agreement, then the amendment shall be subject to ratification by the Employer and the Association provided that the bargaining committee shall be empowered to effect temporary accommodations to resolve special problems.
- D. The parties will use their best efforts to conduct negotiations during hours when school is not in session. When negotiations are conducted during regular hours, release time shall be provided for the Association's negotiating committee.
- E. Neither party in any negotiations shall have any control over the selection of negotiating or bargaining representatives of the other party. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.
- F. There shall be six signed copies of any final agreement. One copy shall be retained by the Employer, four by the Association and one by the Superintendent.

11. **DEFINITION OF TERMS**

School Year - As defined by calendar

School Attendance – This is according to the School calendar.

Days – Days when members are required to be in attendance.

Calendar Days - Monday through Sunday.

Normal Duty Day – May not exceed (7) hours thirty (30) minutes.

Staff members – All unit members.

12. **DEFINITIONS**

Vacancy – When new staff members will be added. Conditions which will result in a vacancy could be (1) with an improvement in economic situation, additional course offering will necessitate additional staff; and (2) when an employee leaves the district and improved economic situations allow for filling the vacancy by adding staff; and (3) when an employee leaves the district, there is not one among the professional staff with the required certification.

Parochial Specials – hired by the district to work at local parochial schools (ex.: art, gym, music, library and technology); this does not include teachers who spend part of their day at the parochial school and part in Huron buildings.

Assignments – The tentative placement in a building grade level, program or subject area or specific courses.

Reassignment – Any change in assignment.

Transfer – A member desiring transfer to a different class, building, or position shall request such in writing by March 15, one copy of which shall be filed with the Superintendent, and one with the building principal and one with the local Association. The application shall set forth the reasons, if any, for transfer, school, grade, position sought, and the applicant's certification. Such requests shall be renewed annually by the member to retain active consideration.

13. **SENIORITY**

- A. Seniority shall be defined as the length of employment as an employee in the Huron School District.
- B. Seniority date shall be the day/date that the board officially approves the hiring of the member or the first day of work as a bargaining unit member, whichever comes first.
- C. When several employees have the same seniority date, those with the greatest number of years teaching experience in a public school will have the greatest seniority. If the number of years of experience are equal, those with the highest educational degree will have the highest seniority.
- D. If the years of experience and educational achievement are the same, seniority will be determined by a lottery.
- E. A district-wide seniority list shall be established by the Employer by October 1st of each school year and posted in each building for verification by the local Association. The list shall include seniority and seniority date.
- F. Members on leaves will be placed on the seniority list according to terms of the leave policy.

14. **ASSOCIATION RIGHTS**

- A. The local Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings, provided that when special custodial service is required, the Employer may make a reasonable charge therefore. No charge shall be made for use of School rooms. The local Association shall provide the Board with dates and places of regularly scheduled meetings by September 15.
- B. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.
- C. The local Association shall have the right to use school facilities and equipment, including computers, copy machines, other duplicating equipment, and audiovisual equipment at reasonable times when such equipment is not otherwise in use. The local Association shall pay for the reasonable cost of all materials and supplies incident to such use.
- D. The Association shall have the right to post notices of activities and matters of Association concern on office bulletin boards, at least one of which shall be provided in each building. The Association may use the district mail service and member mail boxes for appropriate and reasonable communication to HEA members.
- E. It is understood that at no time shall students be involved in the dissemination of such literature, and such material shall not be made readily accessible to them.
- F. The Employer agrees to furnish to the Association in response to reasonable request all available information concerning the financial resources of the district, including but not limited to, annual financial reports and audits, register of certificated personnel, tentative budgetary requirements and allocations, agenda, expanded resumes and minutes of all Board meetings, treasurer's reports, census and membership data, names and addresses of all members, salaries paid thereto and educational background, contracts held with other employee groups in the district and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the members and students, together with information which may be necessary for the Association to process any grievance or complaint.
- G. The Board shall place on the agenda of each regular Board meeting any matters brought to its attention by the Association so long as those matters are made known to the superintendent's office five (5) days prior to the said regular meeting.

15. **DEPARTMENT CHAIRPERSONS**

Any employee selected as a department chairperson will be paid a stipend of \$1000.

16. **SUBSTITUTE TEACHERS**

- A. The use of regular members as substitute teachers is disruptive to students and the educational process, and it shall be avoided whenever possible. Member regular attendance has a significant effect on student achievement and behavior. In the event regular members covered by this agreement are used as substitutes on an emergency and voluntary basis during their preparation period or regular assignment, they shall be compensated at \$7.50 per fifteen minute increment (\$30 per hour). Administration will make every effort to secure volunteers for subbing and rotate subbing among available staff. Anyone taking a double class shall be paid \$7.50 per quarter hour for that work.
- B. The Board agrees to refrain from employing members as permanent substitutes, long term substitutes, teaching consultants, and teaching coordinators or in any other capacity or with any other title where to do so would constitute an attempt to, or have the effect of, removing or excluding a permanent full time or permanent part time bargaining unit position or work, giving rise to tenure rights, from the bargaining unit or otherwise from coverage under the collective bargaining agreement, or which would result in the continued layoff of regular members in the school district, or which would result in the reduction of salary, fringe benefits or the denial of the right to collectively associate and bargain on the part of the person assuming said position or formerly occupying said position, as long as the positions(s) are not experimental, dual enrollment, online related, or parochial shared-time.

17. **STUDENT TEACHERS**

No employee shall be assigned to supervise a student teacher unless the employee consents to such supervision.

18. **RIGHTS OF THE BOARD**

The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and/or the United States, including but not limited to the following: The management and control of school properties, facilities, grades, and course of instruction, athletic and recreation programs, method of instruction, materials used for instruction and the selection, direction, transfer, promotion or demotion, discipline or dismissal of all personnel. The exercise of these powers, rights, authority, duties and responsibilities by the Board, and the adoption of such rules,

regulations and policies as it may deem necessary shall be limited only by the specific and express terms of this Agreement.

19. **IN-SERVICE MEMBER PROFESSIONAL DEVELOPMENT**

- A. Professional development is a continuum of growth and learning activities that enhances professional skills and expertise for all educational employees, and which empowers the employees as they prepare students to be productive and adaptive citizens in an ever-changing world.
- B. It is the teacher's professional responsibility to understand and keep accurate records of all required professional development hours. Accurate personnel records must be kept, entered, and recorded for all hours outside of the district-provided professional development. For district-provided onsite professional development, the district will upload hours to Wayne County RESA, and the member is responsible for uploading to MOECS.
- C. Professional development is an essential element of school improvement. Each building shall have a Professional Development Committee composed of a minimum of one (1) member and one (1) administrator.
- D. The PD Committee shall serve as coordinator of professional development funds and oversee the implementation of the plan for the professional development of all members within the building. All expenses pertaining to the implementation of the professional development shall come from the professional development funds allocated to each building. The PD Committee may access additional sources of funding, if it chooses.
- E. All professional development training/activities which are required of the staff as a whole should occur during the contract day. The District shall provide every member a minimum of thirty (30) hours of professional development training/activities and ensure the total number of hours of instruction is consistent with state and contractual requirements. The District shall provide the state-mandated additional fifteen (15) days of professional development for members in their first three (3) years of teaching.
- F. The building PD Committee will plan, organize, conduct, and approve all professional development training/activities for all building members. The building PD Committee may appoint subcommittees to assist in the professional development program/planning. In planning, the needs of the various teaching levels and disciplines will be considered.
- G. Members shall participate in professional development training/activities without the loss of compensation. If professional development training is scheduled outside of the regular

school calendar time, each participating member will be compensated at a rate of \$30/hour as preapproved.

- H. Leave time and expenses may be granted to members to attend professional development opportunities other than local building or district activities, including, but not limited to, professional development programs of the State Board of Education, post-secondary institutions, at RESA and other school districts.
- I. The Employer may grant a member leave from his/her responsibilities and provide a substitute teacher for the member to serve on the State Board of Education Committee, Commissions, Task Forces, Advisory Groups, etc. Such leave time will not impact other leaves provided for under the terms of this contract.

20. **MEMBER RIGHTS**

- A. The Employer hereby agrees that every bargaining unit member shall have the right to freely join, organize, participate in, support or assist the Association in engaging in lawful concerted activities for the purpose of collective negotiations or bargaining with the Employer with respect to rates of pay, wages, hours or other conditions of employment and for other mutual aid and protection purposes as provided for in the Michigan Public Employment Relations Act MCL 423.201 *et seq.* The Employer agrees that it will not interfere with, restrain, discourage, or coerce any member in the employment or exercise of any rights conferred or guaranteed by PERA or any other laws of the State of Michigan or by the Michigan or United States Constitution. The Employer further agrees that it will not discriminate against any member with respect to rates of pay, wages, hours of employment or other conditions of employment by reason of his/her membership in the Association, by reason of his/her participation in any lawful concerted activities of the Association for the purpose of collective negotiation or bargaining or for other mutual aid and protection purposes provided for in Act 379, or by reason of institution of any grievance, complaint or proceedings provided for in this Agreement or otherwise with respect to any terms or conditions of employment.
- B. Each member will have the right to review the contents of his/her own personnel file. Confidential credentials are exempt from review by the employee. A representative of the Association may, at the member's request, accompany the member in such review. The review will be made in the presence of the administrator responsible for the safekeeping of such file. The personnel file may include: Certificates, Degree Verifications, Transcripts, Evaluations, Reprimands, Requests for Leaves,

Commendations, Substantiated Complaints, Notice to Member, provided it is noted that it is going in the file, and factual information for district operations.

- C. The personnel file will be in the central administration office and will constitute the only official documentation of an employee in the district. No materials, including but not limited to, evaluations, commendations, or complaints, shall be placed in a member's personnel file unless the member has had an opportunity to read the material. The employee shall acknowledge that he/she has read such materials by affixing his/her signature on the actual copy to be filed, with the understanding that such signature shall indicate his/her awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material. If the employee believes that the material to be placed in his/her file is inappropriate or in error, the employee may use the grievance procedure to receive adjustment. If the grievance procedure determines the material to be inappropriate, it shall be removed. If the material is in error, it shall be corrected and retained in the file.
- D. All members covered under the Agreement, who participate in the production of tapes, publications, or other produced educational material, shall retain rights should they be copyrighted or sold by the district, provided such work was produced after normal school hours.
- E. All members have the right to union representation, where appropriate and requested.

21. **STUDENT DISCIPLINE AND EMPLOYEE PROTECTION**

- A. The employer recognizes its responsibility to give all reasonable support and assistance to employees with respect to the maintenance of control and discipline. Whenever it requires the attention of special counselors, social workers, law enforcement personnel, physicians, or other professional persons; or whenever it appears that a particular student in the class will impede the education of the balance of the class because of disruptions caused by said student, the Employer will take necessary steps to aid the member in his/her responsibilities to such pupil.
- B. An employee may exclude a pupil from class when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. The duration of the exclusion will be for the remainder of the class period at the secondary level. At the elementary level, an exclusion will be for one hour or until a conference is held between the principal and the member, providing adequate supervision is available.

- C. An Employee may, at all times, use such appropriate and reasonable force as is necessary to protect himself/herself, a fellow employee or administrator, or a student from attack, physical abuse or injury.
- D. Any case of assault upon a member shall be promptly reported to the Employer or its designated representative. If requested, the Employer will provide legal counsel to advise the employee of his/her rights and obligations with respect to such assault and shall promptly render all reasonable assistance to the employee in connection with handling of the incident of law enforcement and judicial authorities.
- E. Time lost by an employee in connection with any incident mentioned in the Article shall not be charged against the employee.
- F. If an employee is injured or unable to work as a result of acting within the scope of his/her authority as set forth in Section G of this Article, the Employer shall pay the difference between the amount received from Workers' Compensation and the member's daily rate of pay for a period of 120 days, or to the end of the school year, whichever is longer. Thereafter, the employee may use his/her accumulated sick leave.
- G. The Employer, in conjunction with the Association, shall promulgate rules and regulations setting forth the procedures to be utilized in disciplining, suspending, or expelling students for misbehavior. Such rules and regulations shall be distributed or made available by the Employer to students, employees and parents at the commencement of each school year.

22. **INSTRUCTIONAL MATERIALS**

- A. The Employer recognizes that adequate numbers of appropriate texts, library reference facilities, maps and globes, laboratory equipment, audiovisual equipment, art supplies athletic equipment, current periodicals, standard tests and questionnaires and similar materials are the tools of the teaching profession. The Employer further recognizes that specialized programs require special materials in order to be effective. The parties will confer from time to time for the purpose of improving the selection and use of such educational tools, and the Employer will undertake promptly to implement all joint decisions thereon made by its representative and the Association. The employer agrees at all times to keep the schools reasonably equipped and maintained to the best of its financial ability.
- B. Instructional materials used in the school district shall reflect the dignity and worth of all human beings.

1. All materials adopted by the School District shall reflect the multi-ethnic nature of our society and sensitivity to prejudice or stereotype.
 2. In evaluating instructional materials, the Employer and curriculum committee shall include the following criteria:
 - a) Does the material provide opportunities for full, fair and accurate treatment of minorities and woman?
 - b) Does the material portray minorities and woman in positions of leadership and roles of dignity?
 - c) Are fully integrated human groupings and setting reflecting equal status portrayed?
 - d) Are illustrations of minorities ethically authentic?
 - e) Does the material reflect the contributions and achievements of minorities and woman in Art, Science, History, Literature, and all life and culture?
 - C. The Employer and the Association mutually recognize the importance of continuous use of adequate teaching reference material in maintaining high level of professional performance. In furtherance of that recognition, the Employer shall provide a member reference library in each school in the district and include therein all texts which are reasonably requested by the employees of that school, to the best of its financial ability.
 - D. Whenever possible, there shall be a functioning, staffed library in each school to supplement and complement the required curriculum.
23. **SCHOOL EQUIPMENT**
- A. The Employer shall continue to provide:
 1. A separate desk for each employee in the district.
 2. Locked space for each employee to store coats, and personal articles and instructional materials.
 3. Chalkboard or whiteboard space in every classroom, where appropriate.
 4. A copy, exclusively for each employee's use, of all required texts used in each of the courses he/she is to teach.
 5. The Employer agrees to make available in each school adequate typing, duplicating facilities and a copying machine to aid teachers in the preparation of instructional material.

24. **TEACHING FACILITIES**

- A. The Employer will not require an employee to maintain, instruct, or supervise students in a classroom facility which is constructed or equipped in violation of any standards set forth in any bulletin published by the Superintendent of Public Instruction statute, rule or regulation, nor will the Employer require a teacher to maintain, instruct, or supervise students in a classroom facility that does not meet the "Sanitary Standards for Schools." No teacher will be required to work, maintain or supervise students in areas deemed to be unsafe or unhealthy.
- B. At all times, the Employer shall provide in each building, the equipment necessary to ensure proper first aid treatment for the teachers and students.
- C. The employer will provide, in each school, a room appropriately furnished and ventilated for use as a faculty lounge and will provide lavatory facilities exclusively for faculty use. In addition, the teachers' lounge will be furnished with a refrigerator and microwave oven for teacher use. The Employer agrees to maintain the appliances in good working order.
- D. Each employees' lounge will be furnished with tables, chairs, curtains where applicable, and at least one couch.
- E. The Employer will assign designated free parking facilities to teachers as close to their teaching stations as existing facilities permit.
- F. Telephone facilities shall be made available to employees for their reasonable use to confer with parents of the children in their class.

25. **TEACHING HOURS**

- A. In pursuit of their professional teaching responsibilities, the employer agrees that there is a need for research, planning, and communicating/meeting with parents, material gathering, consultation with various specialists, development of reports, meeting preparation, and professional development, and other activities.
- B. Member attendance and participation in school and community events is encouraged.
- C. The members' normal onsite duty day shall not exceed seven (7) hours thirty (30) minutes continuous time during the school year, with the understanding that:
 - 1. Fridays or days preceding holidays or vacations, members may leave (5) minutes after the student day ends.
 - 2. Employees may be required to attend one (1) professional meeting (building meeting, institute, or system-wide staff meeting) per week for not more than one (1) hour duration beyond the members' normal work day, except that in the case

of an unforeseen emergency one additional meeting of not more than one (1) hour duration may be required during a given week.

3. All employees will attend the in-service meetings when they are conducted during the normal school day. This includes the one (1) hour professional meeting for that week.
 4. All employees may be assigned supervisory responsibilities and duties during their scheduled school day, as long as the required planning and lunch breaks are provided.
- D. Secondary Schools. The normal daily teaching assignment in the junior and senior high schools will not exceed five (5) periods and one (1) unassigned preparation period of not less than one teaching period in length. There may be a variation of the above teaching assignment when the following conditions have been met:
1. The building staff and administration shall develop a proposal.
 2. The building's membership shall submit the proposal to the HEA representative council. Upon the HEA representative council's review and approval, it shall grant a written waiver of the language in C, above.
 3. At least seventy-five (75%) of the building's membership shall vote approval of the proposal.
 4. The proposal shall be submitted for review and final approval of the superintendent and Board of Education. Approved proposals may also be evaluated for initial intent, cost effectiveness and continued or rescinded by the Board of Education, if necessary.
- E. Elementary Schools
1. Student-teacher contact time in the elementary schools shall include all times a member has effective control of the students during the regularly scheduled school day.
 2. There shall be one (1) unassigned preparation period of not less than one (1) "special teaching period" of 45 minutes in length per day. All time during which a teacher's students are in attendance in a special class may be used by the teacher as preparation time.
 3. Members shall have one (1) additional fifteen-minute preparation time each day. Students shall have at least one (1) fifteen-minute recess each day. Recess and supervisory duties shall be established between building administrators and members. The number of members used for recess duty shall be determined by principals based on the number of classes scheduled at that recess.
 4. Specials teachers will have the equivalent of sixty (60) minutes preparation time in no more than two sections of at least 15 minutes each.

- F. The use to which preparation time is put is solely at the discretion of the employee unless he/she is requested by an administrator to meet with him/her during that time. Such requests shall be made in advance and the meeting shall be of no more than ten (10) minutes in duration, unless extended by mutual agreement.
- G. All employees shall be entitled to a duty-free lunch period of thirty-five (35) minutes in length.
- H. No secondary teacher shall be assigned more than three (3) preparations per trimester whenever possible. If a secondary teacher is assigned more than one (1) preparation during the same class period, he/she should be paid an additional \$200 per trimester.
- I. To relieve employees of clerical, cafeteria, patrol, and bus duty, the employer agrees to engage aides to the best of its financial ability.
- J. Parent-Teacher conferences: Each building principal and staff shall establish the procedure and hours for said conferences. If the procedure and hours cannot be agreed upon, it shall be the duty of the Superintendent to review the staff's proposal and the principal's proposal. After a complete review of the same, it shall be his/her responsibility to establish the procedure and hours.
Secondary Level: One (1) afternoon and one (1) evening parent teacher conference after the midpoint of the first term of the school year and one (1) evening parent teacher conference after the midpoint of the second term.
Elementary Level: one (1) afternoon and two (2) evening parent teacher conferences after the first progress report of the school year.
- K. Each member of the teaching staff is required to attend Parent-Teacher Conferences, except when excused by the principal.
- L. Junior High/Senior High Teachers may be assigned to restroom/hall duty during the five (5) minutes passing time. Teachers may also be assigned supervisory duties and responsibilities when students are no longer in attendance during the day, classes have been dismissed due to testing, field trips, or graduation, as long as the teacher's preparation and lunch time requirements are met. The District will accommodate any teacher who has a health disability.
- M. Zero Hour/Sixth/Seventh Hour Class
1. A Zero Hour/Sixth/Seventh Hour Class is a high school class taught during the school year for students needing credit provided by that class in order to graduate with their class.

2. It is different from a "fifth (1/5) or sixth (1/6) teaching period assignment" as defined in the Teachers' Master Contract, Article 31, Section D; it is taught before or after the regularly scheduled classes of the normal school day.
 3. It shall be posted in advance of its actually being taught with the understanding that teachers shall not be assigned outside the scope of their teaching certificate. No teacher shall be assigned to teach both a Zero Hour Class and a sixth (6th) or seventh (7th) teaching period during the same trimester.
 4. A teacher accepting a Zero/Sixth/Seventh Hour Class assignment shall receive additional compensation equal to one sixth (1/6th) of his/her contracted pay.
 5. Educational programs such as Credit Recovery, online classes, study tables, Ready-Set-Go! Summer camps, are exempt if run outside of instructional hours and the school calendar, online, or experimental in nature.
- N. Any member such as a counselor or psychologist who is requested by administration to perform their regular work duties on any days before or after the school work year will be paid at his/her per diem rate for each day as preapproved. This is not for professional development, training, or orientations.

26. **CLASS SIZE AND TEACHING CONDITIONS**

- A. The parties recognize that optimum school facilities for both student and employee are desirable to insure the high quality of education that is the goal of both the union and the employer. 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 toward ensuring that the energy of the teacher is primarily utilized to this end.
- B. Because of pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that the class size should be lowered whenever possible to meet the following maximum standards but in no event shall it exceed the following maximum standards except in traditional large group instruction or experimental classes and where the administration meets with the Association and the affected employee (s) to explore all avenues of alleviating the excessive class size.

Elementary Schools:

| | | |
|---------------------------|--------------|----|
| Academic/Specials classes | Kindergarten | 27 |
| | Grades 1-3 | 28 |
| | Grades 4-5 | 30 |

Specials classes shall consist of one classroom unit per session plus any appropriately mainstreamed students. In specials classes using lab stations or equipment, the number of students assigned to the class will not exceed the number of stations or amount of equipment available.

Secondary Schools:

| | | |
|--------------------|--------------------------------------|---------------------------|
| Academic Classes | Grade 6 | 30 |
| Academic Classes | Grades 7-12 | 35 |
| Art Classes | Grades 7-12 | 30 |
| Industrial Arts | Grades 6-8 | 25 |
| Industrial Arts | Grades 9-12 | 25 |
| Vocational Classes | Grades 9-12 | Maximum State Requirement |
| Physical Education | Grades 7-12 | |
| | If One Class in Gym (One Teacher) | 45 |
| | If Two Classes in Gym (Two Teachers) | 70 |

- C. Should it be necessary to increase the maximum class size as stated in Section B above, the teacher will be compensated an additional .02% (two hundredths of a percent) of the Master's Maximum salary per additional student on a daily basis until such time that the class size is lowered to the maximum size. The number of overload students in any elementary grade level or secondary course shall not collectively on average exceed two (2). Compensation for co-taught classes with overloads will be shared between the two teachers. We agree that under no circumstances shall the daily compensation be over 1.0 FTE.
- D. The administration will ask for volunteers to take a student overload beyond the number of two. In the event there are no volunteers, the administration may assign the overload student(s) in excess of two (2). In no event will a teacher have more than two (2) overload students in excess of the maximum class size for more than two (2) weeks.
- E. All monies due a bargaining unit member because of an overload shall be paid at the end of each semester/trimester. Act of God, professional development, teacher work days will not be counted toward overages.

27. CUMULATIVE LEAVE DAYS

- A. At the beginning of each school year, each employee shall be credited thirteen (13) days of leave: eleven (11) days of sick leave and two (2) days of personal business leave. The unused portion of sick leave shall accumulate from year to year to a maximum of 240. Personal business days may accumulate to a maximum of six (6) days. Accumulated personal business days beyond six (6) shall be transferred to the member's sick leave accumulation at the end of the school year.
- B. These leave days may be taken by a member for the following reasons:
1. Personal illness or disability.
 2. *Illness in the household or immediate family (immediate family includes husband, wife, children, father, mother, mother-in-law, father-in-law, grandfather, grandmother, grandchildren, brothers and sisters): up to ten (10) days per year.

3. Religious holiday: up to three (3) days per year.
4. *Death in the immediate family: Additional days beyond the five (5) non-cumulative leave days may be granted.
5. *Death of family other than immediate or the death of someone who was so close as to be considered family: Additional days beyond the three (3) non-cumulative leave days may be granted.
6. Personal business: Two (2) days for those activities which cannot be scheduled for non-school hours and which are considered necessary for the maintenance of a teacher's nonprofessional life and not intended for vacation or recreational purposes. Teachers must state in general terms the reason for requesting personal days on the form provided by the Employer forty-eight (48) hours in advance except in an emergency and are encouraged to apply for personal business days as soon as the day and personal business are known. Use of more than two (2) consecutive personal business days must be approved by the employer in advance of the intended absence. Personal business days may be used for illness only after a member has depleted his/her annual allotment of sick leave days and accumulated sick leave days.

* Additional days may be granted through the agreement of the employee and the Superintendent.

- C. Notification of expected absence shall be given to the school official designated to receive such notice, at least one hour before the employee normally reports for work. For religious holiday or personal business day, twenty-four (24) hours advance notice shall be given whenever possible. A personal business day may not be used on the day before or after a school recess unless reasons for the necessity of taking this day are given to the Superintendent and permission is granted seven (7) days in advance of the intended absence.
- D. Any employee who is not able to return to duty on the day following two (2) weeks of illness or disability shall, upon returning, present a certificate of ability to resume duties signed by a physician authorization to practice medicine, such certificate to be filed with the Superintendent upon return to duty. The employee may be required at Board expense to submit to an additional certificate signed by a physician designated by the Board.
- E. All employees shall assign one leave day per days to a central sick leave bank, when the total number of days in the sick leave bank falls below five hundred (500) days. An employee may draw from this bank in accordance with the local Association Sick Bank

Regulations, when his/her own cumulative leave is exhausted. No deductions shall occur from a teacher's paycheck upon notification to the Business Office that application has been made to the local Association Sick Bank committee until such time as denied by the committee or the final pay period in June. The local Association will render its decision at the next regularly scheduled executive committee meeting after the request is submitted.

- F. Employees have the option of transferring sick days from their personal accumulation to other district employees who have been diagnosed terminally ill or whose spouse or child has been diagnosed as terminally ill, and have exhausted their own personal sick days and any days they are eligible to receive from the sick bank. In no event will the number of days donated by one individual exceed seventy (70) or in combination with other days exceed one-school year.
- G. No leave shall be charged to an employee's allowance except for absence which occurs on days when teachers are on duty.
- H. If an employee terminates his employment prior to the end of the school year, deductions shall be made from the final salary check for leave used in excess of earned and accumulated days.

28. **NON-CUMULATIVE LEAVE DAYS**

- A. Death in the immediate family: leave up to five (5) days is allowed for each death. Additional days may be granted through the mutual agreement of the employee and the superintendent, with said days to be subtracted from cumulative leave. The immediate family is defined as grandparents, parents, in-laws, spouse, siblings, children, grandchildren, and members of the employee's household. Upon return from the absence, documentation shall be provided to the employer.
- B. Death of family other than immediate or death of someone who was so close as to be considered family: leave of up to three (3) days is allowed for each death. Additional days may be granted through the mutual agreement of the Superintendent and employee, said days to be subtracted from accumulative leave. In some cases where the employee is of necessity charged with carrying out the arrangements for the funeral and accompanying legal matters, additional days may be granted through the mutual agreement of the member and the Superintendent. Upon return from the absence, documentation shall be provided to the employer.

- C. Jury Duty: Leave will be allowed for an employee serving on a jury. The school will pay to the employee the difference between the amount received for serving on a jury and the normal daily rate.
- D. Court Appearances: Leave will be allowed to make court appearance when the member is required by the Board to appear as a Witness in court proceedings connected with school business, or when subpoenaed to attend court proceedings on matters not connected with school business. The school district will pay to the employee the difference between the amount received for such appearances and the normal daily rate.
- E. Visitations, Conferences and Conventions: The employee may visit other schools, attend education conferences or conventions under direct approval of the Administration with expenses to be preapproved.
- F. Local Association Days: The local Association will be granted thirty (30) days for use for Association business. The HEA President shall administer the use of said days.

29. **UNPAID LEAVE OF ABSENCE**

- A. An unpaid leave of absence of up to two (2) years may be granted to an employee for the purpose of:
 1. participating in exchange teaching programs in other school districts, states, territories, or countries.
 2. participating in foreign or military teaching programs.
 3. furthering professional responsibilities or education
 4. maternity, paternity or adoption
 5. illness or disability
 6. personal responsibility

Such leave may be extended at the discretion of the Employer, Additionally, the employer agrees to follow the rules of FMLA. Employees that are on an approved FMLA may not have their approved leaves extended by Act of God days.

- B. An employee desiring a leave of absence shall make written application to the Superintendent, including a statement of his/her intention to return to the school district.
- C. An employee shall have the right to continue his/her insurance benefits on a self-pay basis during the period of the approved leave provided the payments are kept current.
- D. By March 15 of the last year of his/her leave, the member shall notify the employer in writing of his/her intent to return to the school district.

- E. An employee returning after such leave shall re-enter the salary schedule at the step immediately following his/her step before he/she went on leave in a position as assigned by the Board.
- F. An employee shall not accumulate additional sick days, business days, or seniority during an unpaid leave of absence.

30. **PAID LEAVE OF ABSENCE**

- A. A Sabbatical leave may be granted to one year or one semester to a member within seven (7) years of employment in the Huron School District. The Employer may grant one year's leave at two-thirds (2/3) yearly pay, or one leave per semester at two-thirds (2/3) semester pay. Before an employee is granted such leave, the following conditions must be met.
 - 1. Candidates must apply to the Employer in writing by April 15 and must submit a planned program of study.
 - 2. If a Sabbatical is granted, the employer will select a candidate by the third Monday of May.
- B. At the conclusion of the leave, the recipient must return to the employ of the school district for a period of three (3) years or forfeit the pro-rated funds and benefits for the portion of the three years not completed.
- C. The employer shall continue the employee's fringe benefits during the Sabbatical leave. Upon return, the employee shall:
 - 1. be restored at the discretion of the Board
 - 2. be placed at the same position on the salary schedule as he/she would have been had he/she taught in the district during the sabbatical leave.
 - 3. not accumulate leave time;
 - 4. shall accumulate seniority.

31. **PROFESSIONAL COMPENSATION**

- A. Newly employed members may be granted credit on the salary schedule for experience gained in any other accredited schools.
- B. Members employed under an annual vocational certification may be granted credit at the employer's option for appropriate work experience.
- C. Employees required in the course of their work to drive personal automobiles from one school building to another shall receive a car allowance equal to the IRS allowable amount per mile. The same allowance shall be given for use of personal cars for field

trips, special meetings, or any other authorized school business of the district. Whenever feasible members going to the same destination should carpool.

- D. Secondary teachers accepting a fifth (5th) and sixth (6th) teaching period shall receive additional compensation equal to 1/5 or 1/6 of his/her contracted salary.
- E. Advanced degrees submitted before the first day of school in each year will be recognized for full lane advancement during that school year, if it has been agreed to grant lanes that year. Advanced degrees submitted on the second Monday following the December break or May 1st will be advanced a lane, prorated.
- F. Any Educational Specialist degree earned after August 30, 1997 must be in an area of the members certification to qualify for additional compensation. Current employees with an Ed. Specialist degree are grandfathered. Employees must obtain approval from the superintendent before beginning a new Ed. Specialist program in order to receive compensation for the degree.
- G. Certificate/Licensure Reimbursement – bargaining unit members will be eligible for reimbursement for their licensure and/or certificate to a maximum of \$150 for a teaching certificate and \$300 for annual renewal of license. Receipt to be submitted by June 15 and reimbursement will be made to members to a maximum of \$4,000 per year prorated to each member if maximum is reached.
- H. Curriculum Work - \$30/hour stipend pay for Training and After School Curriculum Work or Professional Development work as preapproved.
- I. Upon retirement or death with ten (10) years in the district, or resignation with twenty (20) years of service in the district, or upon reaching retirement age, a member will receive one quarter (1/4) of per diem rate of 120 cumulative leave days; or, one (1/8) of per diem rate between 101 to 119 cumulative leave days; or, fifty (50) percent of then current substitute pay for each unused cumulative leave days between zero (0) and (100) one hundred days.
- J. Any member with twelve (12) or more years of service in the District at the end of the 1998-1999 school year who chose not to take the ERIP shall have their retirement incentive (46% of the 1998-1999 MA Maximum salary) “frozen” in whole dollars, payable upon their resignation from the District or upon their death.
Members who have ten and eleven years of teaching experience in the District shall be eligible for a retirement incentive in the amount of 10/12ths and 11/12^{ths} of the 46% of the 1998-1999 MA maximum salary, respectively. It shall be payable upon their resignation or upon their death.

- K. By mutual agreement of the parties, an ERI may be instituted at another time during the life of this contract.
- L. The parties agree that all employees electing retirement or otherwise resigning from the district and meeting the eligibility requirements under article 31, sections I and J, of the Master Agreement will receive employer contributions under the following conditions.
 - 1. The execution of this agreement is consistent with the section 401(a)/403(b) plan established by the school district with agreement of the HEA and shall be referred to as "401(a)/403(b) Huron School Special Pay Plan" as amended in the 2003-2006 agreement. The plan is available for review in the district business office.
 - 2. Employees shall not have the option to receive cash.
 - 3. By June 15 each year, each eligible member retiring or resigning shall submit to the Huron School District business office the "Special Pay Plan Enrollment Form."
 - 4. The employer will make appropriate payment into each employee's 401(a)/403(b) Huron school Special Pay Plan no later than July 31, of the year in which the employee resigns or retires.
 - 5. These payments to employees by the district will constitute employer contributions under 401(a)/403(b) of the Internal Revenue Code (IRC).
 - 6. In the event of the retiree's death or death of an eligible member otherwise resigning, any balance not yet paid is to be paid to his or her designated beneficiary.
 - 7. There are no costs to either the participant or to the district as outlined in the Special Pay Plan document.

32. **INSURANCE PROTECTION**

With the cooperation of MESSA, the School District will be the policy holder for all health, vision, dental and life insurances.

A. **Health Insurance:**

MESSA ABC Plan 1 with Saver Rx prescription plan. The District will contribute to each member's HSA account as follows:

Single - \$766.67 on January 1 each year, \$366.68 on September 1, 2017, and \$383.33 on September 1, 2018.

Two Person or Full Family - \$1, 533.34 on January 1 each year, \$733.32 on September 1, 2017, and \$766.66 on September 1, 2018.

These contributions are subject to 80/20 premium share. This contribution of \$1150/\$2300 effective January 1, 2018 is based upon IRS limits of \$1350/\$2700 for the HSA deductible. If the IRS changes these limits, the District will adjust its contribution so that the difference is still \$200/\$400 as current.

Members will be able to contribute to their individual Health Saving Accounts according to IRS regulations. The employee will continue to pay 20% of all insurances through June 30, 2019. All premiums will be made in 24 payments throughout the contract year with payments taken on the first two pays of the month. Any elective health rider added or continued will be 100% responsibility of the member.

B. Cash in lieu of Health Benefits

Cash in lieu of health benefits to be \$150 per month single, \$300 per month 2-person/couple, \$450 per month full family. Dental and vision plans with \$75,000 of life insurance that will be payable to the teachers beneficiary. Employee contribution will be 20% of the total cost of all insurances.

C. Cafeteria Plan

The employer shall formally adopt a qualified plan document which complies with section 125 of the Internal Revenue Code that includes the following:

1. Cash Option Plan
2. Health Savings Account
3. Dependent Care Reimbursement
4. Tax Deferred Annuity
5. Limited Flexible Spending Account

A bargaining unit member electing any of the above shall enter into a salary reduction agreement. Unexpended funds shall annually be contributed to the HEA Scholarship Fund.

- D. All costs relating to the implementation and administration of benefits under this program shall be borne by the employer.

33. MENTOR

A. Each bargaining unit member in his/her first three (3) years of experience or any member in his/her first year at Huron shall be assigned a mentor by the administration with the approval of the mentor. The mentor shall be a member. The mentor shall be available to provide professional support, instruction, and guidance. The purpose of the mentor assignment is to provide a peer who can offer assistance, resources, and information in a non-threatening collegial fashion.

B. A teacher shall be assigned in the following manner:

1. The mentor shall be a tenured member with (3) years of experience in the Huron School District.
2. Participation as a mentor shall be voluntary.
3. The assignment as the mentor shall be finalized as soon as possible after the mentee begins work duties.

4. Every effort will be made to match the mentor and mentees who work in the same building and have the same area of certification.
 5. Mentee shall be assigned to one (1) mentor at a time. A mentor may work with more than one mentee each year.
 6. The mentor teacher assignment shall be for one (1) year subject to review by the mentor teacher and the mentee after three (3) months. The appointment may be renewed in succeeding years.
- C. Because the purpose of the mentor/mentee match is to acclimate the bargaining unit member and to provide necessary assistance toward the end of quality instruction, the Board and the Association agree the relationship shall be confidential. Neither the mentor teacher nor the mentee shall be permitted to participate in any matter related to the other. Further, the mentor teacher shall not be called as a witness in any grievance or administrative hearing involving the mentee nor shall the mentee be called as a witness in any grievance or administrative hearing involving the mentor teacher.
 - D. When possible, the mentor teacher and the mentee shall be assigned common preparation time.
 - E. Mentor teachers shall receive a stipend of \$300 per year for each mentee he/she is assigned to.
 - F. Mentor and Mentee teachers shall be granted one day release time, to be shared, per year for the purpose of work related to the mentee, the scheduling of which shall be with approval of the administration.
 - G. The District will furnish the Association with a list of the mentors and mentees.

34. **JOB SHARING**

- A. Job sharing will be defined as two members sharing the responsibilities for one full-time position.
- B. Prior to submitting their request, members shall present a proposal to the superintendent or designee for approval by March 15; the proposal shall specify the following:
 1. Division of the workday or workweek at the elementary level; at the junior high and senior high levels, the number of classes each shall teach and the specific periods.
 2. The division of one set of benefits.
 3. How the members will share planning and other responsibilities for the position;
 4. Which staff meetings the member and principal have determined will require the member's attendance.

- C. Members shall submit their request for job sharing to the building principal and superintendent who shall determine whether to grant same. Approval shall be on an annual basis.
- D. Members may not file for unemployment benefits while working in a job share staff assignment.
- E. A full year's seniority shall be accrued for each year worked.
- F. The salary shall be pro-rated to reflect the fraction of the position shared. Each member's placement on the salary schedule will be the same as he/she would be entitled to if employed on a full-time basis.
- G. The district shall pay for one set of benefits (health, dental, vision, life) to be divided by the two members. The pro-ration of benefits may be the same as is the pro-ration of salary, or they may select any other division of fringe benefits as they may agree upon. The division of benefits shall be specified in the members' proposal.
- H. Paid leave days will be pro-rated to reflect the fraction of the position shared.
- I. Both members will attend open house and parent-teacher conferences. Attendance at building level meetings will be discussed by the members and the principal and will be at the discretion of the principal. The members should address this matter in their proposal to the superintendent.

Members shall be available for a pro-rated amount of time that may be required for meetings or conferences with students, parents, administrators, etc.
- J. When a shared member substitutes for a partner who is absent and on a paid or unpaid leave days listed in this Master Agreement, he/she will be paid a pro-rated amount of the district's substitute teacher's pay rate.

Members may also cover each other's classes as they may from time to time agree to do so, but it shall be without pay provided in Article 21, Substitute Teachers, where a teacher, during his/her planning period, fills in for an absent teacher.
- K. If one of the two members sharing a position vacates his/her share of the position the remaining member shall return to full-time responsibility, with commensurate pay, benefits, etc.
- L. Members may purchase any portion of the benefits not paid for by the district under this Article at the district's cost, through payroll deduction.
- M. A teacher hired as a member to fill a vacancy that is a result of the district granting a job share position shall not be placed on the seniority list and shall accrue no seniority until he/she has completed his/her first day of work in his/her second consecutive year of employment as a member in the Huron School District. Having completed the first day in the second consecutive year of employment the teacher's seniority date shall be the day/date that the board officially approved the hiring of the teacher or the first day of work as a bargaining unit member, whichever comes first.

35. **PART-TIME POSITIONS**

- A. Prior to submitting a request, a member requesting a part-time position shall present a proposal to the superintendent and building principal, for approval by March 15; the proposal shall specify the following:
 - 1. The number of classes requested.
 - 2. Which staff meetings the member and principal have determined will require the member's attendance.
- B. Members shall submit their request for a part-time position to the superintendent, building principal, and Association, which shall determine whether to grant same. Approval shall be on an annual basis.
- C. Members may not file for unemployment benefits while working in a part-time assignment.
- D. The salary shall be pro-rated to reflect the fraction of the position shared. The member's placement on the salary schedule will be the same as he/she would be entitled to if employed on a full-time basis.
- E. Paid leave days will be pro-rated to reflect the fraction of the position worked.
- F. Members will attend open house and parent-teacher conferences. Attendance at building level meetings will be discussed by the teacher and the principal and will be at the discretion of the principal. The member should address this matter in his/her proposal to the Superintendent.
- G. The members shall be available for a pro-rated amount of time that may be required for meetings or conferences with students, parents, administrators, etc.
- H. For any portion of benefits not paid for by the district under this Article, members may purchase them at the district's cost, through payroll deduction.
- I. If a part-time position is not less than a half-time position the member will earn one full year of seniority. If the part-time position is less than one-half time the member will earn pro-rated seniority.
- J. The building administrator will determine which classes will comprise any part-time position.
- K. The member's written requests to return to a full-time position must be received not later than March 15.

36. **NON-TEACHER PROFESSIONAL PERSONNEL (NTPP) EVALUATIONS**

- A. The Employer and the Association agree that the effective performance of school personnel is essential to the success of the school program, and such success is enhanced

- by procedures for assisting and evaluating performance. In this regard, the development of an effective on-going program of evaluation is essential for professional growth.
- B. At the beginning of each school year, each NTPP to be evaluated will be furnished with a copy of the evaluation form to be used by the administrator and NTPP to establish evaluation criteria as agreed upon by the Employer and the Association.
 - C. The professional performance of all NTPPs shall be evaluated every year. (Rubric to be included later, as an appendix).
 - D. Observations and walk-throughs shall be conducted by the building principal or other qualified, trained administrator. Track I and III formal observation time for the school year shall not be less than sixty (60) minutes in at least twenty (20) minute blocks with the division of this time to be agreed upon by the employee and the administrator. If the parties cannot agree on an appropriate evaluation schedule, the administrator will note this fact on the observation form and will conduct the observation at reasonable times. All observations shall be conducted openly and with full knowledge of the NTPP.
 - E. Within ten (10) days after the Track I and III observation, the NTPP and the administrator will discuss the observation and reduce it to writing. The NTPP shall sign the observation report upon receipt of the same. If an NTPP disagrees with the observation report, the NTPP may submit a written response shall be attached to the observation report.
 - F. NTPPs in good standing, in the first two years of their three year cycle, will be evaluated using Track II of the evaluation instrument. The purpose of Track II is threefold: To enhance professional growth, to promote reflection on practice, and to positively impact student learning. The NTPP and the administrator will work collaboratively to ensure the continuous strengthening of components and elements within the evaluation.
 - G. An NTPP who determines the need for assistance in some area of his/her professional duties, may voluntarily seek support from the administration. Additionally, the association may provide the NTPP with assistance, which may include collaboration with the NTPP and the administrator in forming an individual development plan; and/or providing an experienced mentor.
 - H. Track III is designed to offer specific professional development and may also be used to provide due process for disciplinary action and/or an individual development plan.
 - I. If there is concern about continued employment, the NTPP shall be notified in writing after the final observation and prior to the formal evaluation of the concerns.

- J. Formal evaluations shall be written by the building principal or vice principal sixty-five (65) days prior to the end of the fiscal year. Formal evaluations will reflect the content of the observations and other pertinent information consistent with the evaluation instrument. Upon receipt of the evaluation, the NTPP will sign the evaluation for submission to the superintendent.
- K. Prior to sixty-five (65) days before the end of the school year, a list of names of all NTPPs whom he/she recommends for continued employment. Said recommendations shall include in each case of non-renewal a list of the reasons for said recommendation. Each NTPP who is not recommended for rehire shall receive a copy of the reasons from the building principal.

37. **NTPP DISCIPLINE**

- A. The Employer hereby agrees that no NTPP shall be reprimanded, disciplined, discharged, or reduced in compensation without just cause. All reprimands must be clearly identified as such. An NTPP shall be entitled to have present a representative of the Association when he/she is being reprimanded or disciplined for any infraction of discipline or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the NTPP until such representative of the Association is present, provided the representative of the Association can be available within two (2) days. If the Association's representative cannot be available within two (2) days, the Association and the NTPP waive the right to have an Association representative present at the time of the reprimand or discipline.
- B. The Employer agrees to follow a policy of progressive discipline which minimally includes verbal warning, written warning, reprimand, and suspension with pay, suspension without pay, with discharge as a final and last resort, except when there has been a serious offense. The level of action taken against a teacher shall be appropriate to the behavior which precipitates said action.
- C. An administrator, upon receipt of any complaint from a parent, teacher, student, or employee about an NTPP, shall meet with and inform the NTPP of said complaint. No further action shall be taken until the complaint has been reduced to writing. The written complaint shall include the date the objectionable action occurred, the date of submission of complaint, and the nature of the complaint. The complaint may be investigated for up to ten (10) work days. No action shall be taken against the NTPP, nor shall anything pertaining to the matter be included in the NTPP's file, unless the complaint has been substantiated to the Employer's satisfaction.

- D. If discipline of an NTPP (excluding placement on an additional year of probation) is to be considered because of inadequacies observed in the NTPP's professional work with students, such attention must minimally be preceded by:
1. Repeated observations of the inadequacies by more than one administrator through the observation process described elsewhere in the Agreement.
 2. Clear direction where the employee must improve and the consequences of failure to do so.
 3. Adequate opportunity for the employee to make improvements.
 4. All NTPP staff members will serve a five full year probationary period.
- E. Any reprimands or derogatory material shall be removed from the file after four (4) years of date of inclusion. Upon agreement of the member, building administrator, and superintendent, papers may be removed from a file. If there is no agreement, then the member may follow the grievance procedure.

38. **NTPP ASSIGNMENTS**

- A. It is desirable that employees have an assignment by May 15. However, changes in (1) financial conditions, (2) course demands because of student course selection process, (3) termination of staff, and (4) student population may require that the present staff assignments be changed temporarily to adjust to new situations.
- B. Posting Procedures
- Whenever a vacancy occurs during the school year the district shall inform the members by posting a written notice of the vacancy for a period of not less than five teachers' work days on the office bulletin boards. During the summer the posting shall be e-mailed to members five calendar days in advance of the filling of the position unless the member has indicated in writing that he/she does not wish to receive any postings during the summer. Beginning August 1 of each year the district shall notify members of a vacancy but may immediately fill it.

**Schedule A
Huron School District
Salary Schedule**

2017-18 – Steps and Lanes granted.

Longevity payment amounts increased by \$200 each (to \$2200, \$3880, and \$5300)

Off Schedule Payment – For 2017-18 only, an off-schedule payment will be made to certain bargaining unit members to ensure that all members will receive minimum of 2.0% total increase from the 2016-17 school year contract salary (step and longevity). This one-time off schedule, pensionable payment will be made to members in November. (The calculation includes the any change in step, lane, and longevity, calculating that difference from the 2016-17 step, and making sure it is minimum of 2.0%).

2018-19 – Steps and Lanes granted.

Off Schedule Payment – For 2018-19 only, an off-schedule payment will be made to certain bargaining unit members to ensure that all members will receive minimum of 3.0% total increase from the 2017-18 school year contract salary (step and longevity). This one-time off schedule, pensionable payment will be made to members in November. (The calculation includes the any change in step, lane, and longevity, calculating that difference from the 2017-18 step, and making sure it is minimum of 3.0%).

| STEP | BA | BA+18 | MA | MA+19 | EDSP |
|--|-------|-------|-------|--------------------------|-------|
| 0 | 37718 | 38218 | 40750 | 41150 | 44276 |
| 1 | 39253 | 39753 | 44163 | 44563 | 48580 |
| 2 | 41784 | 42284 | 47142 | 47542 | 51856 |
| 3 | 44324 | 44824 | 49538 | 49938 | 54492 |
| 4 | 46861 | 47361 | 53109 | 53509 | 58421 |
| 5 | 49400 | 49900 | 56099 | 56499 | 61709 |
| 6 | 51932 | 52432 | 59081 | 59481 | 64989 |
| 7 | 54469 | 54969 | 62063 | 62463 | 68269 |
| 8 | 57003 | 57503 | 65045 | 65445 | 71550 |
| 9 | 59534 | 60034 | 68029 | 68429 | 74832 |
| 10 | 64778 | 65278 | 74117 | 74517 | 81529 |
| 11 | 65379 | 65879 | 74991 | 75392 | 82495 |
| Longevity amount is added to the member's current step after the given years of service: | | | | | |
| After 15 yrs. of service to Huron Schools | | | | 2200 | |
| After 20 yrs. of service to Huron Schools | | | | 3880 (1680 + prior 2200) | |
| After 25 yrs. of service to Huron Schools | | | | 5300 (1420 + prior 3880) | |

**Schedule B
Extra-Curricular Pay Scales**

Any member of the bargaining unit may apply for any extracurricular vacancy and shall be granted an interview. When notification of vacancy is received by the administration, they shall notify the Association Union President or his/her designee and post such vacancies on office bulletin boards in each building for a period of seven (7) days. If all predetermined qualifications are equal, the bargaining unit members shall be given preference over all other applicants. Once filled, a position will not be posted again until such time as the employee resigns, is dismissed or is unable to carry out the duties and responsibilities of the position.

Coaching-Varsity Level (based from the current BA-0 teacher salary)

| <u>Tier Level 1</u> | <u>Step</u> | <u>Percentage</u> | <u>Tier Level 2</u> | <u>Step</u> | <u>Percentage</u> |
|---------------------|-------------|-------------------|--|-------------|-------------------|
| Football | 1 | 11% | Volleyball | 1 | 10% |
| Girls Basketball | 2 | 12% | Swimming | 2 | 11% |
| Boys Basketball | 3 | 13% | Hockey | 3 | 12% |
| | 4 | 14% | Wrestling | 4 | 13% |
| | 5 | 15% | Boys Soccer | 5 | 14% |
| | | | Girls Soccer, Bowling (Boys/Girls Combined), Baseball, Softball, Tennis, Cross Country, Boys and Girls Golf, Boys and Girls Track, Competitive Cheer | | |

After five (5) step increases - the salary would increase one percent every three (3) years.

Performance base pay. At the end of each season, the Athletic Director will evaluate each Head Coach using a rubric. Coaches that do not meet the criteria established in the rubric for them, will not be advanced to the next step. Steps will be granted for 2017-19.

Tier Level 3 3% - Equestrian
 8% - Sideline Cheerleading

JV Coaches - \$2,100; **Freshman Coaches** - \$1,850; **Jr. High Coaches** - \$1500;

Assistant Coaches - \$2100

Varsity Football (4), JV Football (2), Freshman Football (2), Jr. High Football (1 at each grade level-to be paid at the same rate as Head Coach), Varsity Wrestling (2), Varsity Boys Basketball (1), Varsity Girls Basketball (1), Varsity Hockey (1), Varsity Girls Track & Field (1), Boys Track & Field (1).

Sponsor Pay

High School Level

| | |
|---------------------------------|------------|
| Quiz Bowl | \$1,200.00 |
| Student Council | \$1,200.00 |
| Senior Class | \$950.00 |
| Junior Class | \$750.00 |
| Sophomore Class | \$650.00 |
| Freshman Class | \$500.00 |
| Special Ed Liaison | \$500.00 |
| SADD Advisor | \$400.00 |
| Honor Society | \$500.00 |
| Band | \$2,950.00 |
| Plays (each play) | \$800.00 |
| Yearbook | \$600.00 |
| Link Crew | \$800.00 |
| French Club/Spanish Club (each) | \$400.00 |

Junior High Level

| | |
|--------------------|-----------|
| WEB Team | \$800.00 |
| NJHS | \$500.00 |
| Yearbook | \$300.00 |
| Student Council | \$500.00 |
| Band | \$1200.00 |
| Play | \$500.00 |
| Talent Show | \$150.00 |
| Special Ed Liaison | \$500.00 |

Elementary Level

| | |
|---------------------------------|-----------|
| Leader in Me (4/building) | \$400.00 |
| Elem Leaders (5/building) | \$1000.00 |
| Special Ed Liaison (1/building) | \$500.00 |

Schedule C School Calendar

Huron School District Calendar 2017-2018

| | |
|-----------------|---|
| August 28, 2017 | First Day for Probationary Teachers (1 st and 2 nd year teachers) |
| August 29 | First Day for All Teachers |
| August 30 | Teacher District Professional Development |
| August 31 | Teacher District Professional Development |
| September 5 | First Day of School for Students |
| September 7 | Elementary Open Houses |
| September 12 | High School Open House |
| September 14 | Renton Open House |
| October 13 | End of 1 st Progress Report |
| October 18 | ½ Day of School for Students - Evening Parent Teacher Conferences K-12 |
| October 19 | ½ Day of School for Students - PM Conf K-12 & Evening Conf K-5 |
| November 7 | Election Day - No School for Students - Teacher PD |
| November 22 | ½ Day of School for Student and Staff |
| November 23-24 | Thanksgiving Break |
| November 30 | End of the 1 st Trimester - ½ Day of School for Students ½ Day PD School |
| December 1 | No School for Students - Teacher Work and Records Day |
| December 22 | Holiday Break Begins at the End of the School Day |
| January 8, 2018 | School Resumes |
| January 15 | No School for Students or Staff |
| January 26 | End of Second Progress Report |
| January 31 | Renton Jr. High School Evening Conferences |
| February 1 | Huron High School Evening Conferences |
| February 19 | Mid-Winter Break. No School for Students and Staff |
| March 15 | End of 2 nd trimester - ½ Day of School for Students - ½ Day PD School |
| March 16 | No School for Students - Teacher Work and Records Day |
| March 30 | Good Friday - No School for Students and Staff |
| April 2 | Spring Break Begins |
| April 9 | School Resumes |
| May 4 | End of Third Progress Report |
| May 18 | Prom - ½ Day of School for Students - ½ Day PD |
| May 28 | Memorial Day No School |
| June 15 | Last Day of School ½ Day for Students - Teacher Records and Check-Out |

Total Student Days – 180

Teacher Days - 186

**Huron School District Calendar
2018-2019**

| | |
|-----------------|---|
| August 27, 2018 | First Day for Probationary Teachers (1 st and 2 nd year teachers) |
| August 28 | First Day for All Teachers |
| August 29 | Teacher District Professional Development |
| August 30 | Teacher District Professional Development |
| September 4 | First Day of School for Students |
| September 6 | Elementary Open Houses |
| September 11 | High School Open House |
| September 13 | Renton Open House |
| October 12 | End of 1 st Progress Report |
| October 17 | ½ Day of School for Students - Evening Parent Teacher Conferences K-12 |
| October 18 | ½ Day of School for Students - PM Conf K-12 & Evening Conf K-5 |
| November 6 | Election Day - No School for Students - Teacher PD |
| November 21 | ½ Day of School for Student and Staff |
| November 22-23 | Thanksgiving Break |
| November 29 | End of the 1 st Trimester - ½ Day of School for Students ½ Day PD School |
| November 30 | No School for Students - Teacher Work and Records Day |
| December 21 | Holiday Break Begins at the End of the School Day |
| January 7, 2019 | School Resumes |
| January 14 | No School for Students or Staff |
| January 25 | End of Second Progress Report |
| January 30 | Renton Jr. High School Evening Conferences |
| January 31 | Huron High School Evening Conferences |
| February 18 | Mid-Winter Break. No School for Students and Staff |
| March 14 | End of 2 nd trimester - ½ Day of School for Students - ½ Day PD School |
| March 15 | No School for Students - Teacher Work and Records Day |
| April 1 | Spring Break Begins |
| April 8 | School Resumes |
| April 19 | Good Friday - No School for Students and Staff |
| May 3 | End of Third Progress Report |
| May 17 | Prom - ½ Day of School for Students - ½ Day PD |
| May 27 | Memorial Day No School |
| June 14 | Last Day of School ½ Day for Students - Teacher Records and Check-Out |

Total Student Days – 180

Teacher Days - 186

MASTER AGREEMENT

Between

HURON EDUCATION ASSOCIATION
MEA/NEA

and

HURON SCHOOL DISTRICT

New Boston, Michigan

for the period of

September 1, 2017 to June 30, 2019

TABLE OF CONTENTS

| <u>ARTICLE</u> | | <u>PAGE</u> |
|----------------|---|-------------|
| 1 | Agreement | 1 |
| 2 | Recognition | 1 |
| 3 | Extent of Agreement | 2 |
| 4 | Duration of Agreement | 2 |
| 5 | Maintenance of Standards | 3 |
| 6 | Continuity of Operations | 3 |
| 7 | Payroll Deduction | 4 |
| 8 | Professional Grievance Procedure | 4 |
| 9 | School Calendar | 7 |
| 10 | Negotiation Procedures | 8 |
| 11 | Definition of Terms | 8 |
| 12 | Definitions | 9 |
| 13 | Seniority | 9 |
| 14 | Association Rights | 10 |
| 15 | Department Chairpersons | 11 |
| 16 | Substitute Teachers | 11 |
| 17 | Student Teachers | 11 |
| 18 | Rights of the Board | 11 |
| 19 | In-Service Member Professional Development | 12 |
| 20 | Member Rights | 13 |
| 21 | Student Discipline and Employee Protections | 14 |
| 22 | Instructional Materials | 15 |
| 23 | School Equipment | 16 |
| 24 | Teaching Facilities | 17 |
| 25 | Teaching Hours | 17 |
| 26 | Class Size and Teaching Conditions | 20 |
| 27 | Cumulative Leave Days | 21 |
| 28 | Noncumulative Leave Days | 23 |
| 29 | Unpaid Leave of Absence | 24 |
| 30 | Paid Leave of Absence | 25 |
| 31 | Professional Compensation | 25 |
| 32 | Insurance Protection | 27 |
| 33 | Mentor Teachers | 28 |
| 34 | Job Sharing | 29 |
| 35 | Part Time Positions | 31 |
| 36 | Non-Teacher Professional Personnel (NTPP) Evaluations | 31 |
| 37 | NTPP Discipline | 33 |
| 38 | NTPP Assignments | 34 |
| Schedule A | Salary Schedule | 35 |
| Schedule B | Extracurricular Pay Scale | 36 |
| Schedule C | Calendar | 37 |

1. **AGREEMENT**

This Agreement is entered into and between the Huron Board of Education, hereinafter called the “Employer” and the Huron Education Association/MEA/NEA, hereinafter called the “Association”.

2. **RECOGNITION**

- A. The Employer hereby recognizes the Association as the sole and exclusive bargaining representative for all professional personnel certified of the Huron School District, whether under contract, on leave, or on a per diem, hourly, or class rate basis, excluding substitutes, dual enrollment teachers, and parochial specials teachers in the K-12 program. Such representation shall cover all personnel assigned to newly created professional positions unless the parties agree in advance that such positions are principally supervisory and administrative.
- B. Such representation shall exclude superintendent, adult education staff, principals, assistant principals, Chief Academic Officer, Chief Operations Officer, Special Education Administrative Staff, Director of Technology, Athletic Director, and any staff not included in recognition section 2(C) and 2(D) and the titles of any other positions which are “supervisory” within the meaning of PERA. The terms “Teacher” or “bargaining unit member” shall include both certified and non-certified employees within the recognized bargaining unit set forth above.
- C. Certificate shall include a provisional, continuing, professional education, temporary vocational authorization, full vocational authorization, occupation and professional certificate with occupational education certificate. It shall include those individuals employed pursuant to Section 1233 (b) of the School Code of 1976, being Section 380.1233 (b) of the Michigan Compiled Laws and those individuals employed pursuant to an annual vocational authorization or other temporary approval as defined in the State Board of Education administrative rules.
- D. The bargaining unit shall include those teaches employed by the School District who are now assigned to the consortium program, the Downriver Career Technical Consortium which includes these school districts: Airport, Flat Rock, Gibraltar, Grosse Ile, Huron, Riverview, Southgate, Trenton, Woodhaven, and any other districts brought into the

Consortium at a future date. These members will have full rights, just as members working within Huron buildings.

- E. The Employer agrees not to negotiate with or recognize any teachers' organization or union other than the HEA/MEA/NEA for the duration of this Agreement.

3. **EXTENT OF AGREEMENT**

- A. This agreement shall constitute the full and complete commitment between both parties. This Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in written and signed amendment to this Agreement.
- B. If any provision of this Agreement or any application of the Agreement to any employee or group of employees 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 provision or applications shall continue in full force and effect.
- C. Copies of the Agreement shall be printed at the expense of the Employer in a format agreed upon by the Employer and the Association within thirty days after the Agreement is signed and presented electronically to all members now employed, or considered for employment. The employer shall furnish the Association with 20 copies of the Master Agreement for its use.

4. **DURATION OF AGREEMENT**

- A. This Agreement shall become effective upon ratification by both parties and shall remain in effect until midnight on the June 30, 2019. The 80/20 cost-share of health insurance is for the duration of this agreement. However, if a successor agreement has not been reached by June 30, 2019, then the members will assume the district's portion of the January 1, 2019 increase, beginning on July 1, 2019 (not retroactive) and continuing until a successor agreement is reached.
- B. The Association or the Board will notify the other of their intent to open negotiations for a new contract by January 15, 2019. Any notice required hereunder shall be sufficient if mailed to the Board in care of the Superintendent of Schools or to the Association in care of the President of the Association.

C. **IN WITNESS WHEREOF**, the parties have executed this Agreement by their duly authorized representatives in the month, day and year first written below.

HURON BOARD OF EDUCATION

HEA/MEA/NEA

President

President

Secretary

Chief Negotiator

Superintendent

Team Member

Date

Team Member

Team Member

5. **MAINTENANCE OF STANDARDS**

- A. The duties of any member or the responsibilities of any positions in the bargaining unit will not be transferred to a person not a member of the bargaining unit without prior negotiation with the Association.
- B. The Board agrees to refrain from employing members as permanent substitutes, long-term substitutes, teaching consultants and teaching coordinators or in any other capacity or with any other title where to do so would constitute an attempt to, or have the effect of, removing or excluding a permanent full-time or permanent part-time bargaining unit position or work, teaching vacancy, or similar position giving rise to tenure rights, from the bargaining unit or otherwise from coverage under the collective bargaining Agreement, or which would result in the continued layoff of regular teachers in the School District, or which would result in the reduction of salary, fringe benefits or the denial of the right to collectively associate and bargain on the part of the person assuming said position or formerly occupying said position.

6. **CONTINUITY OF OPERATIONS**

- A. Both parties recognize the desirability of continued and uninterrupted operation of the instruction program during the normal school year and the avoidance of disputes which threaten to interfere with such operations. Since the parties are establishing a comprehensive grievance procedure under which unresolved disputes may be settled by

an impartial third party, the parties have removed the basic cause of work interruptions during the period of this Agreement. The Association accordingly agrees that it will not, during the period of this Agreement, directly or indirectly engage in or assist in any strike against the Employer (as said term is defined by the Public Employment Relations Act).

- B. Nothing in this Article shall require the Employer to keep schools open in the event of severe inclement weather or when otherwise prevented by an act of God.

7. **PAYROLL DEDUCTION**

- A. The Employer will make payroll deductions, upon written authorization from a member, for annuities, credit unions, savings bonds, and/or any other plan or program currently in effect and new programs to be agreed upon by the Board and Association. Said authorization designating deductions, shall be delivered to the payroll office on or before September 15. If, during the year, changes in the deductions become necessary, said changes shall be authorized in writing and presented to the Business Office.
- B. Contractual salaries will be divided by 26 to determine the gross biweekly amount. All members will be paid by electronic deposit only, to a financial institution that accepts electronic deposits. All members will provide to the Business Office the financial organization's name and required routing information to receive their payroll. This will be paid to the employee biweekly, less FICA, federal and state income tax, and any other deductions selected by the employee.
- C. All checks, including e-checks, will clearly indicate the reasons for all deductions.

8. **PROFESSIONAL GRIEVANCE PROCEDURE**

- A. A grievance shall be an alleged violation, misapplication, or misinterpretation of the expressed terms and conditions of this contract.
- B. The Association shall designate their representatives to handle grievances when requested by the grievant. The Employer hereby designates the principal of each building to act as its representative at Level One as hereinafter described.
- C. The term "days" as used herein shall mean days in which school is in session, or during summer break, it means weekdays excluding Saturday and Sundays.
- D. Written grievances as required herein shall contain the following:

1. It shall be signed by the grievant or grievants.
 2. It shall contain a synopsis of the facts giving rise to the alleged violation:
 3. It shall site the Section or Subsections of this contract alleged to have been violated;
 4. It shall contain the date of the alleged violations;
 5. It shall specify the relief requested.
- E. Any written grievance not substantially in accordance with the above requirements may be rejected as improper. Such a rejection shall not extend the limitations hereinafter set forth.

LEVEL ONE – A member of the Association, believing himself/herself wronged by an alleged violation shall within ten (10) work days of its alleged occurrence (or reasonable knowledge of same) orally discuss the grievance with the building principal or appropriate supervisor in an attempt to resolve same. When a grievance affects more than one building, the grievance shall move directly to Level Two.

If no resolution is obtained within ten (10) work days of the discussion, the Association shall reduce the grievance to writing and proceed within ten (10) work days of said discussion to level Two.

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 Association. Within ten (10) work days of receipt of the grievance, the Superintendent or his designated agent shall arrange and hold a meeting with the grievant and the designated local Association representative to discuss the grievance. Within ten (10) work days of the discussion, the Superintendent or his designated agent shall render his decision in writing, transmitting a copy of the same to the Association, the Grievance Chairperson of the Association and the principal of the building in which the grievance originated.

LEVEL THREE

1. Within thirty (30) calendar days upon receipt of the Superintendent's decision, the Association may submit the matter to the American Arbitration Association in the event the decision is unsatisfactory to the Association.
2. The arbitrator shall be selected in accordance with the rules, regulations and methods recommended by the American Arbitration Association.

3. The decision of the arbitrator shall be final and conclusive and binding upon employees, the Employer and the Association; subject to the right of the Board or the Association to judicial review.
 4. Powers of the arbitrator are subject to the following limitations:
 - a) He/she shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
 - b) He/she shall have no power to establish or to change any existing salary schedule.
 - c) He/she shall have no power to change any practice, policy or rule of the Board, nor substitute his judgment for that of the Employer as to the reasonableness of any such practice, policy, rule or any action taken by the Board, except where such practice, policy, rule or action is in conflict with this agreement.
 - d) He/she shall have no power to interpret state or federal law, except as specifically mentioned in this Agreement.
 - e) He/she shall not hear any grievance barred from the scope of the grievance procedure.
 5. After a case on which the arbitrator is empowered to rule hereunder has been referred to him/her, it may not be withdrawn by either party except by mutual consent.
 6. If either party disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall first rule on the arbitrability of the grievance.
 7. The cost of the arbitrator shall be borne equally by the parties except each party shall assume its own cost for the representation.
 8. All arbitration hearings will be conducted at the employer's central office unless the parties mutually agree otherwise.
- F. Should the Association fail to institute a grievance within the time limits specified, or fail to appeal a decision within the limits specified, the grievance will not be processed.
- G. Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or nonoccurrence of the event upon which the grievance is based. However, in no event shall the settlement be earlier than seventy-five (75) days prior to the date on which the grievance is filed.
- H. Matters in which a petition for review or appeal have been filed with the Michigan Tenure Commission pursuant to the Michigan Teachers' Tenure Act are not arbitrable. The rights afforded under the act are a teacher's sole and exclusive remedy once a petition/appeal has been filed and neither the teacher nor the Association may file or process a grievance which arises under the same circumstances, transaction or action.

9. **SCHOOL CALENDAR**

- A. The parties agree that all aspects of the school calendar, excluding the first day of school, are negotiable including the length of the school year, and further agree that the school calendar shall be set forth in Appendix C. Any deviation shall be by mutual written consent.
- B. New employees may be required to report for one day of orientation. Second year members will report one day early for classroom preparations and meetings with building principals.
- C. Members shall have one week after the last student day in which to complete their end-of-the-year duties, but it is preferred that the report cards be completed first.
- D. There will be a minimum of 180 student days with a minimum of 1098 hours of instruction. Per diem compensation shall be based on 186 workdays per contract year. If the State of Michigan changes the required number of instructional days or hours such that it impacts the negotiated calendar, the Huron Board of Education and the Huron Education Association agree to bargain over the impact.
- E. Each semester/trimester shall end with one half-day for students followed by an on or off site member records day. The last day of school will be half day for students and a half day for teacher records and check-out.
- F. **Rescheduled Instructional Days**
 - 1. It is understood and agreed that the school calendar as specified in the collective bargaining agreement has been constructed so as to maximize student contact time and achievement. However, the parties recognize that due to conditions not within the control of school authorities, such as, but not limited to, severe storms, fires, epidemics, or health conditions as defined by City, County or State health authorities, there may be days when pupil instruction is scheduled but not provided by this contract then sufficient day(s) of pupil instruction will be rescheduled and provided on a day(s) contiguous with the end of the school year unless otherwise mutually agreed between the district and the association.
 - 2. It is understood and agreed that rescheduling of days may vary from one level or one building to another dependent on the number of instructional days/hours provided for each level or building. It may occur that elementary schools will be rescheduled when the middle and high schools are not. However, all levels and buildings shall be required to meet the minimum contractual days and hour requirements.

3. On such days(s) when pupil instruction is not provided, members will not be required to work. Members will be notified by text, phone, or automated calling system. Members will be required to work on the rescheduled days(s) as if it were regularly scheduled work day(s).
4. On the rescheduled work day(s), the School District will not pay nor will members receive any additional compensation, insurance benefits or fringe benefits under Contract.

10. **NEGOTIATION PROCEDURES**

- A. Representatives of the Employer and Association's bargaining committees will meet as the need arises for the purpose of reviewing the administration of the contract and to resolve potential problems. If either party desires to meet, a mutually agreeable meeting date will be selected within one week.
- B. The party requesting the meeting is to submit to the other, on or before Friday prior to the meeting, an agenda covering what they wish to discuss.
- C. Should a meeting result in a mutually acceptable amendment to the Agreement, then the amendment shall be subject to ratification by the Employer and the Association provided that the bargaining committee shall be empowered to effect temporary accommodations to resolve special problems.
- D. The parties will use their best efforts to conduct negotiations during hours when school is not in session. When negotiations are conducted during regular hours, release time shall be provided for the Association's negotiating committee.
- E. Neither party in any negotiations shall have any control over the selection of negotiating or bargaining representatives of the other party. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.
- F. There shall be six signed copies of any final agreement. One copy shall be retained by the Employer, four by the Association and one by the Superintendent.

11. **DEFINITION OF TERMS**

School Year - As defined by calendar

School Attendance – This is according to the School calendar.

Days – Days when members are required to be in attendance.

Calendar Days - Monday through Sunday.

Normal Duty Day – May not exceed (7) hours thirty (30) minutes.

Staff members – All unit members.

12. **DEFINITIONS**

Vacancy – When new staff members will be added. Conditions which will result in a vacancy could be (1) with an improvement in economic situation, additional course offering will necessitate additional staff; and (2) when an employee leaves the district and improved economic situations allow for filling the vacancy by adding staff; and (3) when an employee leaves the district, there is not one among the professional staff with the required certification.

Parochial Specials – hired by the district to work at local parochial schools (ex.: art, gym, music, library and technology); this does not include teachers who spend part of their day at the parochial school and part in Huron buildings.

Assignments – The tentative placement in a building grade level, program or subject area or specific courses.

Reassignment – Any change in assignment.

Transfer – A member desiring transfer to a different class, building, or position shall request such in writing by March 15, one copy of which shall be filed with the Superintendent, and one with the building principal and one with the local Association. The application shall set forth the reasons, if any, for transfer, school, grade, position sought, and the applicant's certification. Such requests shall be renewed annually by the member to retain active consideration.

13. **SENIORITY**

- A. Seniority shall be defined as the length of employment as an employee in the Huron School District.
- B. Seniority date shall be the day/date that the board officially approves the hiring of the member or the first day of work as a bargaining unit member, whichever comes first.
- C. When several employees have the same seniority date, those with the greatest number of years teaching experience in a public school will have the greatest seniority. If the number of years of experience are equal, those with the highest educational degree will have the highest seniority.
- D. If the years of experience and educational achievement are the same, seniority will be determined by a lottery.
- E. A district-wide seniority list shall be established by the Employer by October 1st of each school year and posted in each building for verification by the local Association. The list shall include seniority and seniority date.
- F. Members on leaves will be placed on the seniority list according to terms of the leave policy.

14. **ASSOCIATION RIGHTS**

- A. The local Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings, provided that when special custodial service is required, the Employer may make a reasonable charge therefore. No charge shall be made for use of School rooms. The local Association shall provide the Board with dates and places of regularly scheduled meetings by September 15.
- B. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.
- C. The local Association shall have the right to use school facilities and equipment, including computers, copy machines, other duplicating equipment, and audiovisual equipment at reasonable times when such equipment is not otherwise in use. The local Association shall pay for the reasonable cost of all materials and supplies incident to such use.
- D. The Association shall have the right to post notices of activities and matters of Association concern on office bulletin boards, at least one of which shall be provided in each building. The Association may use the district mail service and member mail boxes for appropriate and reasonable communication to HEA members.
- E. It is understood that at no time shall students be involved in the dissemination of such literature, and such material shall not be made readily accessible to them.
- F. The Employer agrees to furnish to the Association in response to reasonable request all available information concerning the financial resources of the district, including but not limited to, annual financial reports and audits, register of certificated personnel, tentative budgetary requirements and allocations, agenda, expanded resumes and minutes of all Board meetings, treasurer's reports, census and membership data, names and addresses of all members, salaries paid thereto and educational background, contracts held with other employee groups in the district and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the members and students, together with information which may be necessary for the Association to process any grievance or complaint.
- G. The Board shall place on the agenda of each regular Board meeting any matters brought to its attention by the Association so long as those matters are made known to the superintendent's office five (5) days prior to the said regular meeting.

15. **DEPARTMENT CHAIRPERSONS**

Any employee selected as a department chairperson will be paid a stipend of \$1000.

16. **SUBSTITUTE TEACHERS**

- A. The use of regular members as substitute teachers is disruptive to students and the educational process, and it shall be avoided whenever possible. Member regular attendance has a significant effect on student achievement and behavior. In the event regular members covered by this agreement are used as substitutes on an emergency and voluntary basis during their preparation period or regular assignment, they shall be compensated at \$7.50 per fifteen minute increment (\$30 per hour). Administration will make every effort to secure volunteers for subbing and rotate subbing among available staff. Anyone taking a double class shall be paid \$7.50 per quarter hour for that work.
- B. The Board agrees to refrain from employing members as permanent substitutes, long term substitutes, teaching consultants, and teaching coordinators or in any other capacity or with any other title where to do so would constitute an attempt to, or have the effect of, removing or excluding a permanent full time or permanent part time bargaining unit position or work, giving rise to tenure rights, from the bargaining unit or otherwise from coverage under the collective bargaining agreement, or which would result in the continued layoff of regular members in the school district, or which would result in the reduction of salary, fringe benefits or the denial of the right to collectively associate and bargain on the part of the person assuming said position or formerly occupying said position, as long as the positions(s) are not experimental, dual enrollment, online related, or parochial shared-time.

17. **STUDENT TEACHERS**

No employee shall be assigned to supervise a student teacher unless the employee consents to such supervision.

18. **RIGHTS OF THE BOARD**

The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and/or the United States, including but not limited to the following: The management and control of school properties, facilities, grades, and course of instruction, athletic and recreation programs, method of instruction, materials used for instruction and the selection, direction, transfer, promotion or demotion, discipline or dismissal of all personnel. The exercise of these powers, rights, authority, duties and responsibilities by the Board, and the adoption of such rules,

regulations and policies as it may deem necessary shall be limited only by the specific and express terms of this Agreement.

19. **IN-SERVICE MEMBER PROFESSIONAL DEVELOPMENT**

- A. Professional development is a continuum of growth and learning activities that enhances professional skills and expertise for all educational employees, and which empowers the employees as they prepare students to be productive and adaptive citizens in an ever-changing world.
- B. It is the teacher's professional responsibility to understand and keep accurate records of all required professional development hours. Accurate personnel records must be kept, entered, and recorded for all hours outside of the district-provided professional development. For district-provided onsite professional development, the district will upload hours to Wayne County RESA, and the member is responsible for uploading to MOECS.
- C. Professional development is an essential element of school improvement. Each building shall have a Professional Development Committee composed of a minimum of one (1) member and one (1) administrator.
- D. The PD Committee shall serve as coordinator of professional development funds and oversee the implementation of the plan for the professional development of all members within the building. All expenses pertaining to the implementation of the professional development shall come from the professional development funds allocated to each building. The PD Committee may access additional sources of funding, if it chooses.
- E. All professional development training/activities which are required of the staff as a whole should occur during the contract day. The District shall provide every member a minimum of thirty (30) hours of professional development training/activities and ensure the total number of hours of instruction is consistent with state and contractual requirements. The District shall provide the state-mandated additional fifteen (15) days of professional development for members in their first three (3) years of teaching.
- F. The building PD Committee will plan, organize, conduct, and approve all professional development training/activities for all building members. The building PD Committee may appoint subcommittees to assist in the professional development program/planning. In planning, the needs of the various teaching levels and disciplines will be considered.
- G. Members shall participate in professional development training/activities without the loss of compensation. If professional development training is scheduled outside of the regular

school calendar time, each participating member will be compensated at a rate of \$30/hour as preapproved.

- H. Leave time and expenses may be granted to members to attend professional development opportunities other than local building or district activities, including, but not limited to, professional development programs of the State Board of Education, post-secondary institutions, at RESA and other school districts.
- I. The Employer may grant a member leave from his/her responsibilities and provide a substitute teacher for the member to serve on the State Board of Education Committee, Commissions, Task Forces, Advisory Groups, etc. Such leave time will not impact other leaves provided for under the terms of this contract.

20. **MEMBER RIGHTS**

- A. The Employer hereby agrees that every bargaining unit member shall have the right to freely join, organize, participate in, support or assist the Association in engaging in lawful concerted activities for the purpose of collective negotiations or bargaining with the Employer with respect to rates of pay, wages, hours or other conditions of employment and for other mutual aid and protection purposes as provided for in the Michigan Public Employment Relations Act MCL 423.201 *et seq.* The Employer agrees that it will not interfere with, restrain, discourage, or coerce any member in the employment or exercise of any rights conferred or guaranteed by PERA or any other laws of the State of Michigan or by the Michigan or United States Constitution. The Employer further agrees that it will not discriminate against any member with respect to rates of pay, wages, hours of employment or other conditions of employment by reason of his/her membership in the Association, by reason of his/her participation in any lawful concerted activities of the Association for the purpose of collective negotiation or bargaining or for other mutual aid and protection purposes provided for in Act 379, or by reason of institution of any grievance, complaint or proceedings provided for in this Agreement or otherwise with respect to any terms or conditions of employment.
- B. Each member will have the right to review the contents of his/her own personnel file. Confidential credentials are exempt from review by the employee. A representative of the Association may, at the member's request, accompany the member in such review. The review will be made in the presence of the administrator responsible for the safekeeping of such file. The personnel file may include: Certificates, Degree Verifications, Transcripts, Evaluations, Reprimands, Requests for Leaves,

Commendations, Substantiated Complaints, Notice to Member, provided it is noted that it is going in the file, and factual information for district operations.

- C. The personnel file will be in the central administration office and will constitute the only official documentation of an employee in the district. No materials, including but not limited to, evaluations, commendations, or complaints, shall be placed in a member's personnel file unless the member has had an opportunity to read the material. The employee shall acknowledge that he/she has read such materials by affixing his/her signature on the actual copy to be filed, with the understanding that such signature shall indicate his/her awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material. If the employee believes that the material to be placed in his/her file is inappropriate or in error, the employee may use the grievance procedure to receive adjustment. If the grievance procedure determines the material to be inappropriate, it shall be removed. If the material is in error, it shall be corrected and retained in the file.
- D. All members covered under the Agreement, who participate in the production of tapes, publications, or other produced educational material, shall retain rights should they be copyrighted or sold by the district, provided such work was produced after normal school hours.
- E. All members have the right to union representation, where appropriate and requested.

21. **STUDENT DISCIPLINE AND EMPLOYEE PROTECTION**

- A. The employer recognizes its responsibility to give all reasonable support and assistance to employees with respect to the maintenance of control and discipline. Whenever it requires the attention of special counselors, social workers, law enforcement personnel, physicians, or other professional persons; or whenever it appears that a particular student in the class will impede the education of the balance of the class because of disruptions caused by said student, the Employer will take necessary steps to aid the member in his/her responsibilities to such pupil.
- B. An employee may exclude a pupil from class when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. The duration of the exclusion will be for the remainder of the class period at the secondary level. At the elementary level, an exclusion will be for one hour or until a conference is held between the principal and the member, providing adequate supervision is available.

- C. An Employee may, at all times, use such appropriate and reasonable force as is necessary to protect himself/herself, a fellow employee or administrator, or a student from attack, physical abuse or injury.
- D. Any case of assault upon a member shall be promptly reported to the Employer or its designated representative. If requested, the Employer will provide legal counsel to advise the employee of his/her rights and obligations with respect to such assault and shall promptly render all reasonable assistance to the employee in connection with handling of the incident of law enforcement and judicial authorities.
- E. Time lost by an employee in connection with any incident mentioned in the Article shall not be charged against the employee.
- F. If an employee is injured or unable to work as a result of acting within the scope of his/her authority as set forth in Section G of this Article, the Employer shall pay the difference between the amount received from Workers' Compensation and the member's daily rate of pay for a period of 120 days, or to the end of the school year, whichever is longer. Thereafter, the employee may use his/her accumulated sick leave.
- G. The Employer, in conjunction with the Association, shall promulgate rules and regulations setting forth the procedures to be utilized in disciplining, suspending, or expelling students for misbehavior. Such rules and regulations shall be distributed or made available by the Employer to students, employees and parents at the commencement of each school year.

22. **INSTRUCTIONAL MATERIALS**

- A. The Employer recognizes that adequate numbers of appropriate texts, library reference facilities, maps and globes, laboratory equipment, audiovisual equipment, art supplies athletic equipment, current periodicals, standard tests and questionnaires and similar materials are the tools of the teaching profession. The Employer further recognizes that specialized programs require special materials in order to be effective. The parties will confer from time to time for the purpose of improving the selection and use of such educational tools, and the Employer will undertake promptly to implement all joint decisions thereon made by its representative and the Association. The employer agrees at all times to keep the schools reasonably equipped and maintained to the best of its financial ability.
- B. Instructional materials used in the school district shall reflect the dignity and worth of all human beings.

1. All materials adopted by the School District shall reflect the multi-ethnic nature of our society and sensitivity to prejudice or stereotype.
 2. In evaluating instructional materials, the Employer and curriculum committee shall include the following criteria:
 - a) Does the material provide opportunities for full, fair and accurate treatment of minorities and woman?
 - b) Does the material portray minorities and woman in positions of leadership and roles of dignity?
 - c) Are fully integrated human groupings and setting reflecting equal status portrayed?
 - d) Are illustrations of minorities ethically authentic?
 - e) Does the material reflect the contributions and achievements of minorities and woman in Art, Science, History, Literature, and all life and culture?
 - C. The Employer and the Association mutually recognize the importance of continuous use of adequate teaching reference material in maintaining high level of professional performance. In furtherance of that recognition, the Employer shall provide a member reference library in each school in the district and include therein all texts which are reasonably requested by the employees of that school, to the best of its financial ability.
 - D. Whenever possible, there shall be a functioning, staffed library in each school to supplement and complement the required curriculum.
23. **SCHOOL EQUIPMENT**
- A. The Employer shall continue to provide:
 1. A separate desk for each employee in the district.
 2. Locked space for each employee to store coats, and personal articles and instructional materials.
 3. Chalkboard or whiteboard space in every classroom, where appropriate.
 4. A copy, exclusively for each employee's use, of all required texts used in each of the courses he/she is to teach.
 5. The Employer agrees to make available in each school adequate typing, duplicating facilities and a copying machine to aid teachers in the preparation of instructional material.

24. **TEACHING FACILITIES**

- A. The Employer will not require an employee to maintain, instruct, or supervise students in a classroom facility which is constructed or equipped in violation of any standards set forth in any bulletin published by the Superintendent of Public Instruction statute, rule or regulation, nor will the Employer require a teacher to maintain, instruct, or supervise students in a classroom facility that does not meet the “Sanitary Standards for Schools.” No teacher will be required to work, maintain or supervise students in areas deemed to be unsafe or unhealthy.
- B. At all times, the Employer shall provide in each building, the equipment necessary to ensure proper first aid treatment for the teachers and students.
- C. The employer will provide, in each school, a room appropriately furnished and ventilated for use as a faculty lounge and will provide lavatory facilities exclusively for faculty use. In addition, the teachers’ lounge will be furnished with a refrigerator and microwave oven for teacher use. The Employer agrees to maintain the appliances in good working order.
- D. Each employees’ lounge will be furnished with tables, chairs, curtains where applicable, and at least one couch.
- E. The Employer will assign designated free parking facilities to teachers as close to their teaching stations as existing facilities permit.
- F. Telephone facilities shall be made available to employees for their reasonable use to confer with parents of the children in their class.

25. **TEACHING HOURS**

- A. In pursuit of their professional teaching responsibilities, the employer agrees that there is a need for research, planning, and communicating/meeting with parents, material gathering, consultation with various specialists, development of reports, meeting preparation, and professional development, and other activities.
- B. Member attendance and participation in school and community events is encouraged.
- C. The members’ normal onsite duty day shall not exceed seven (7) hours thirty (30) minutes continuous time during the school year, with the understanding that:
 - 1. Fridays or days preceding holidays or vacations, members may leave (5) minutes after the student day ends.
 - 2. Employees may be required to attend one (1) professional meeting (building meeting, institute, or system-wide staff meeting) per week for not more than one (1) hour duration beyond the members’ normal work day, except that in the case

of an unforeseen emergency one additional meeting of not more than one (1) hour duration may be required during a given week.

3. All employees will attend the in-service meetings when they are conducted during the normal school day. This includes the one (1) hour professional meeting for that week.
4. All employees may be assigned supervisory responsibilities and duties during their scheduled school day, as long as the required planning and lunch breaks are provided.

D. Secondary Schools. The normal daily teaching assignment in the junior and senior high schools will not exceed five (5) periods and one (1) unassigned preparation period of not less than one teaching period in length. There may be a variation of the above teaching assignment when the following conditions have been met:

1. The building staff and administration shall develop a proposal.
2. The building's membership shall submit the proposal to the HEA representative council. Upon the HEA representative council's review and approval, it shall grant a written waiver of the language in C, above.
3. At least seventy-five (75%) of the building's membership shall vote approval of the proposal.
4. The proposal shall be submitted for review and final approval of the superintendent and Board of Education. Approved proposals may also be evaluated for initial intent, cost effectiveness and continued or rescinded by the Board of Education, if necessary.

E. Elementary Schools

1. Student-teacher contact time in the elementary schools shall include all times a member has effective control of the students during the regularly scheduled school day.
2. There shall be one (1) unassigned preparation period of not less than one (1) "special teaching period" of 45 minutes in length per day. All time during which a teacher's students are in attendance in a special class may be used by the teacher as preparation time.
3. Members shall have one (1) additional fifteen-minute preparation time each day. Students shall have at least one (1) fifteen-minute recess each day. Recess and supervisory duties shall be established between building administrators and members. The number of members used for recess duty shall be determined by principals based on the number of classes scheduled at that recess.
4. Specials teachers will have the equivalent of sixty (60) minutes preparation time in no more than two sections of at least 15 minutes.

- F. The use to which preparation time is put is solely at the discretion of the employee unless he/she is requested by an administrator to meet with him/her during that time. Such requests shall be made in advance and the meeting shall be of no more than ten (10) minutes in duration, unless extended by mutual agreement.
- G. All employees shall be entitled to a duty-free lunch period of thirty-five (35) minutes in length.
- H. No secondary teacher shall be assigned more than three (3) preparations per trimester whenever possible. If a secondary teacher is assigned more than one (1) preparation during the same class period, he/she should be paid an additional \$200 per trimester.
- I. To relieve employees of clerical, cafeteria, patrol, and bus duty, the employer agrees to engage aides to the best of its financial ability.
- J. Parent-Teacher conferences: Each building principal and staff shall establish the procedure and hours for said conferences. If the procedure and hours cannot be agreed upon, it shall be the duty of the Superintendent to review the staff's proposal and the principal's proposal. After a complete review of the same, it shall be his/her responsibility to establish the procedure and hours.
Secondary Level: One (1) afternoon and one (1) evening parent teacher conference after the midpoint of the first term of the school year and one (1) evening parent teacher conference after the midpoint of the second term.
Elementary Level: one (1) afternoon and two (2) evening parent teacher conferences after the first progress report of the school year.
- K. Each member of the teaching staff is required to attend Parent-Teacher Conferences, except when excused by the principal.
- L. Junior High/Senior High Teachers may be assigned to restroom/hall duty during the five (5) minutes passing time. Teachers may also be assigned supervisory duties and responsibilities when students are no longer in attendance during the day, classes have been dismissed due to testing, field trips, or graduation, as long as the teacher's preparation and lunch time requirements are met. The District will accommodate any teacher who has a health disability.
- M. Zero Hour/Sixth/Seventh Hour Class
 - 1. A Zero Hour/Sixth/Seventh Hour Class is a high school class taught during the school year for students needing credit provided by that class in order to graduate with their class.

2. It is different from a “fifth (1/5) or sixth (1/6) teaching period assignment” as defined in the Teachers’ Master Contract, Article 31, Section D; it is taught before or after the regularly scheduled classes of the normal school day.
 3. It shall be posted in advance of its actually being taught with the understanding that teachers shall not be assigned outside the scope of their teaching certificate. No teacher shall be assigned to teach both a Zero Hour Class and a sixth (6th) or seventh (7th) teaching period during the same trimester.
 4. A teacher accepting a Zero/Sixth/Seventh Hour Class assignment shall receive additional compensation equal to one sixth (1/6th) of his/her contracted pay.
 5. Educational programs such as Credit Recovery, online classes, study tables, Ready-Set-Go! Summer camps, are exempt if run outside of instructional hours and the school calendar, online, or experimental in nature.
- N. Any member such as a counselor or psychologist who is requested by administration to perform their regular work duties on any days before or after the school work year will be paid at his/her per diem rate for each day as preapproved. This is not for professional development, training, or orientations.

26. **CLASS SIZE AND TEACHING CONDITIONS**

- A. The parties recognize that optimum school facilities for both student and employee are desirable to insure the high quality of education that is the goal of both the union and the employer. 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 toward ensuring that the energy of the teacher is primarily utilized to this end.
- B. Because of pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that the class size should be lowered whenever possible to meet the following maximum standards but in no event shall it exceed the following maximum standards except in traditional large group instruction or experimental classes and where the administration meets with the Association and the affected employee (s) to explore all avenues of alleviating the excessive class size.

Elementary Schools:

| | | |
|---------------------------|--------------|----|
| Academic/Specials classes | Kindergarten | 27 |
| | Grades 1-3 | 28 |
| | Grades 4-5 | 30 |

Specials classes shall consist of one classroom unit per session plus any appropriately mainstreamed students. In specials classes using lab stations or equipment, the number of students assigned to the class will not exceed the number of stations or amount of equipment available.

Secondary Schools:

| | | |
|--------------------|--------------------------------------|---------------------------|
| Academic Classes | Grade 6 | 30 |
| Academic Classes | Grades 7-12 | 35 |
| Art Classes | Grades 7-12 | 30 |
| Industrial Arts | Grades 6-8 | 25 |
| Industrial Arts | Grades 9-12 | 25 |
| Vocational Classes | Grades 9-12 | Maximum State Requirement |
| Physical Education | Grades 7-12 | |
| | If One Class in Gym (One Teacher) | 45 |
| | If Two Classes in Gym (Two Teachers) | 70 |

- C. Should it be necessary to increase the maximum class size as stated in Section B above, the teacher will be compensated an additional .02% (two hundredths of a percent) of the Master's Maximum salary per additional student on a daily basis until such time that the class size is lowered to the maximum size. The number of overload students in any elementary grade level or secondary course shall not collectively on average exceed two (2). Compensation for co-taught classes with overloads will be shared between the two teachers. We agree that under no circumstances shall the daily compensation be over 1.0 FTE.
- D. The administration will ask for volunteers to take a student overload beyond the number of two. In the event there are no volunteers, the administration may assign the overload student(s) in excess of two (2). In no event will a teacher have more than two (2) overload students in excess of the maximum class size for more than two (2) weeks.
- E. All monies due a bargaining unit member because of an overload shall be paid at the end of each semester/trimester. Act of God, professional development, teacher work days will not be counted toward overages.

27. **CUMULATIVE LEAVE DAYS**

- A. At the beginning of each school year, each employee shall be credited thirteen (13) days of leave: eleven (11) days of sick leave and two (2) days of personal business leave. The unused portion of sick leave shall accumulate from year to year to a maximum of 240. Personal business days may accumulate to a maximum of six (6) days. Accumulated personal business days beyond six (6) shall be transferred to the member's sick leave accumulation at the end of the school year.
- B. These leave days may be taken by a member for the following reasons:
 - 1. Personal illness or disability.
 - 2. *Illness in the household or immediate family (immediate family includes husband, wife, children, father, mother, mother-in-law, father-in-law, grandfather, grandmother, grandchildren, brothers and sisters): up to ten (10) days per year.

3. Religious holiday: up to three (3) days per year.
4. *Death in the immediate family: Additional days beyond the five (5) non-cumulative leave days may be granted.
5. *Death of family other than immediate or the death of someone who was so close as to be considered family: Additional days beyond the three (3) non-cumulative leave days may be granted.
6. Personal business: Two (2) days for those activities which cannot be scheduled for non-school hours and which are considered necessary for the maintenance of a teacher's nonprofessional life and not intended for vacation or recreational purposes. Teachers must state in general terms the reason for requesting personal days on the form provided by the Employer forty-eight (48) hours in advance except in an emergency and are encouraged to apply for personal business days as soon as the day and personal business are known. Use of more than two (2) consecutive personal business days must be approved by the employer in advance of the intended absence. Personal business days may be used for illness only after a member has depleted his/her annual allotment of sick leave days and accumulated sick leave days.

* Additional days may be granted through the agreement of the employee and the Superintendent.

- C. Notification of expected absence shall be given to the school official designated to receive such notice, at least one hour before the employee normally reports for work. For religious holiday or personal business day, twenty-four (24) hours advance notice shall be given whenever possible. A personal business day may not be used on the day before or after a school recess unless reasons for the necessity of taking this day are given to the Superintendent and permission is granted seven (7) days in advance of the intended absence.
- D. Any employee who is not able to return to duty on the day following two (2) weeks of illness or disability shall, upon returning, present a certificate of ability to resume duties signed by a physician authorization to practice medicine, such certificate to be filed with the Superintendent upon return to duty. The employee may be required at Board expense to submit to an additional certificate signed by a physician designated by the Board.
- E. All employees shall assign one leave day per days to a central sick leave bank, when the total number of days in the sick leave bank falls below five hundred (500) days. An employee may draw from this bank in accordance with the local Association Sick Bank

Regulations, when his/her own cumulative leave is exhausted. No deductions shall occur from a teacher's paycheck upon notification to the Business Office that application has been made to the local Association Sick Bank committee until such time as denied by the committee or the final pay period in June. The local Association will render its decision at the next regularly scheduled executive committee meeting after the request is submitted.

- F. Employees have the option of transferring sick days from their personal accumulation to other district employees who have been diagnosed terminally ill or whose spouse or child has been diagnosed as terminally ill, and have exhausted their own personal sick days and any days they are eligible to receive from the sick bank. In no event will the number of days donated by one individual exceed seventy (70) or in combination with other days exceed one-school year.
- G. No leave shall be charged to an employee's allowance except for absence which occurs on days when teachers are on duty.
- H. If an employee terminates his employment prior to the end of the school year, deductions shall be made from the final salary check for leave used in excess of earned and accumulated days.

28. **NON-CUMULATIVE LEAVE DAYS**

- A. Death in the immediate family: leave up to five (5) days is allowed for each death. Additional days may be granted through the mutual agreement of the employee and the superintendent, with said days to be subtracted from cumulative leave. The immediate family is defined as grandparents, parents, in-laws, spouse, siblings, children, grandchildren, and members of the employee's household. Upon return from the absence, documentation shall be provided to the employer.
- B. Death of family other than immediate or death of someone who was so close as to be considered family: leave of up to three (3) days is allowed for each death. Additional days may be granted through the mutual agreement of the Superintendent and employee, said days to be subtracted from accumulative leave. In some cases where the employee is of necessity charged with carrying out the arrangements for the funeral and accompanying legal matters, additional days may be granted through the mutual agreement of the member and the Superintendent. Upon return from the absence, documentation shall be provided to the employer.

- C. Jury Duty: Leave will be allowed for an employee serving on a jury. The school will pay to the employee the difference between the amount received for serving on a jury and the normal daily rate.
- D. Court Appearances: Leave will be allowed to make court appearance when the member is required by the Board to appear as a Witness in court proceedings connected with school business, or when subpoenaed to attend court proceedings on matters not connected with school business. The school district will pay to the employee the difference between the amount received for such appearances and the normal daily rate.
- E. Visitations, Conferences and Conventions: The employee may visit other schools, attend education conferences or conventions under direct approval of the Administration with expenses to be preapproved.
- F. Local Association Days: The local Association will be granted thirty (30) days for use for Association business. The HEA President shall administer the use of said days.

29. **UNPAID LEAVE OF ABSENCE**

- A. An unpaid leave of absence of up to two (2) years may be granted to an employee for the purpose of:
 - 1. participating in exchange teaching programs in other school districts, states, territories, or countries.
 - 2. participating in foreign or military teaching programs.
 - 3. furthering professional responsibilities or education
 - 4. maternity, paternity or adoption
 - 5. illness or disability
 - 6. personal responsibility

Such leave may be extended at the discretion of the Employer, Additionally, the employer agrees to follow the rules of FMLA. Employees that are on an approved FMLA may not have their approved leaves extended by Act of God days.

- B. An employee desiring a leave of absence shall make written application to the Superintendent, including a statement of his/her intention to return to the school district.
- C. An employee shall have the right to continue his/her insurance benefits on a self-pay basis during the period of the approved leave provided the payments are kept current.
- D. By March 15 of the last year of his/her leave, the member shall notify the employer in writing of his/her intent to return to the school district.

- E. An employee returning after such leave shall re-enter the salary schedule at the step immediately following his/her step before he/she went on leave in a position as assigned by the Board.
- F. An employee shall not accumulate additional sick days, business days, or seniority during an unpaid leave of absence.

30. **PAID LEAVE OF ABSENCE**

- A. A Sabbatical leave may be granted to one year or one semester to a member within seven (7) years of employment in the Huron School District. The Employer may grant one year's leave at two-thirds (2/3) yearly pay, or one leave per semester at two-thirds (2/3) semester pay. Before an employee is granted such leave, the following conditions must be met.
 - 1. Candidates must apply to the Employer in writing by April 15 and must submit a planned program of study.
 - 2. If a Sabbatical is granted, the employer will select a candidate by the third Monday of May.
- B. At the conclusion of the leave, the recipient must return to the employ of the school district for a period of three (3) years or forfeit the pro-rated funds and benefits for the portion of the three years not completed.
- C. The employer shall continue the employee's fringe benefits during the Sabbatical leave. Upon return, the employee shall:
 - 1. be restored at the discretion of the Board
 - 2. be placed at the same position on the salary schedule as he/she would have been had he/she taught in the district during the sabbatical leave.
 - 3. not accumulate leave time;
 - 4. shall accumulate seniority.

31. **PROFESSIONAL COMPENSATION**

- A. Newly employed members may be granted credit on the salary schedule for experience gained in any other accredited schools.
- B. Members employed under an annual vocational certification may be granted credit at the employer's option for appropriate work experience.
- C. Employees required in the course of their work to drive personal automobiles from one school building to another shall receive a car allowance equal to the IRS allowable amount per mile. The same allowance shall be given for use of personal cars for field

trips, special meetings, or any other authorized school business of the district. Whenever feasible members going to the same destination should carpool.

- D. Secondary teachers accepting a fifth (5th) and sixth (6th) teaching period shall receive additional compensation equal to 1/5 or 1/6 of his/her contracted salary.
- E. Advanced degrees submitted before the first day of school in each year will be recognized for full lane advancement during that school year, if it has been agreed to grant lanes that year. Advanced degrees submitted on the second Monday following the December break or May 1st will be advanced a lane, prorated.
- F. Any Educational Specialist degree earned after August 30, 1997 must be in an area of the members certification to qualify for additional compensation. Current employees with an Ed. Specialist degree are grandfathered. Employees must obtain approval from the superintendent before beginning a new Ed. Specialist program in order to receive compensation for the degree.
- G. Certificate/Licensure Reimbursement – bargaining unit members will be eligible for reimbursement for their licensure and/or certificate to a maximum of \$150 for a teaching certificate and \$300 for annual renewal of license. Receipt to be submitted by June 15 and reimbursement will be made to members to a maximum of \$4,000 per year prorated to each member if maximum is reached.
- H. Curriculum Work - \$30/hour stipend pay for Training and After School Curriculum Work or Professional Development work as preapproved.
- I. Upon retirement or death with ten (10) years in the district, or resignation with twenty (20) years of service in the district, or upon reaching retirement age, a member will receive one quarter (1/4) of per diem rate of 120 cumulative leave days; or, one (1/8) of per diem rate between 101 to 119 cumulative leave days; or, fifty (50) percent of then current substitute pay for each unused cumulative leave days between zero (0) and (100) one hundred days.
- J. Any member with twelve (12) or more years of service in the District at the end of the 1998-1999 school year who chose not to take the ERIP shall have their retirement incentive (46% of the 1998-1999 MA Maximum salary) “frozen” in whole dollars, payable upon their resignation from the District or upon their death.
Members who have ten and eleven years of teaching experience in the District shall be eligible for a retirement incentive in the amount of 10/12ths and 11/12^{ths} of the 46% of the 1998-1999 MA maximum salary, respectively. It shall be payable upon their resignation or upon their death.

- K. By mutual agreement of the parties, an ERI may be instituted at another time during the life of this contract.
- L. The parties agree that all employees electing retirement or otherwise resigning from the district and meeting the eligibility requirements under article 31, sections I and J, of the Master Agreement will receive employer contributions under the following conditions.
 1. The execution of this agreement is consistent with the section 401(a)/403(b) plan established by the school district with agreement of the HEA and shall be referred to as “401(a)/403(b) Huron School Special Pay Plan” as amended in the 2003-2006 agreement. The plan is available for review in the district business office.
 2. Employees shall not have the option to receive cash.
 3. By June 15 each year, each eligible member retiring or resigning shall submit to the Huron School District business office the “Special Pay Plan Enrollment Form.”
 4. The employer will make appropriate payment into each employee’s 401(a)/403(b) Huron school Special Pay Plan no later than July 31, of the year in which the employee resigns or retires.
 5. These payments to employees by the district will constitute employer contributions under 401(a)/403(b) of the Internal Revenue Code (IRC).
 6. In the event of the retiree’s death or death of an eligible member otherwise resigning, any balance not yet paid is to be paid to his or her designated beneficiary.
 7. There are no costs to either the participant or to the district as outlined in the Special Pay Plan document.

32. **INSURANCE PROTECTION**

With the cooperation of MESSA, the School District will be the policy holder for all health, vision, dental and life insurances.

A. **Health Insurance:**

MESSA ABC Plan 1 with Saver Rx prescription plan. The District will contribute to each member’s HSA account as follows:

Single - \$766.67 on January 1 each year, \$366.68 on September 1, 2017, and \$383.33 on September 1, 2018.

Two Person or Full Family - \$1, 533.34 on January 1 each year, \$733.32 on September 1, 2017, and \$766.66 on September 1, 2018.

These contributions are subject to 80/20 premium share. This contribution of \$1150/\$2300 effective January 1, 2018 is based upon IRS limits of \$1350/\$2700 for the HSA deductible. If the IRS changes these limits, the District will adjust its contribution so that the difference is still \$200/\$400 as current.

Members will be able to contribute to their individual Health Saving Accounts according to IRS regulations. The employee will continue to pay 20% of all insurances through June 30, 2019. All premiums will be made in 24 payments throughout the contract year with payments taken on the first two pays of the month. Any elective health rider added or continued will be 100% responsibility of the member.

B. Cash in lieu of Health Benefits

Cash in lieu of health benefits to be \$150 per month single, \$300 per month 2-person/couple, \$450 per month full family. Dental and vision plans with \$75,000 of life insurance that will be payable to the teachers beneficiary. Employee contribution will be 20% of the total cost of all insurances.

C. Cafeteria Plan

The employer shall formally adopt a qualified plan document which complies with section 125 of the Internal Revenue Code that includes the following:

1. Cash Option Plan
2. Health Savings Account
3. Dependent Care Reimbursement
4. Tax Deferred Annuity
5. Limited Flexible Spending Account

A bargaining unit member electing any of the above shall enter into a salary reduction agreement. Unexpended funds shall annually be contributed to the HEA Scholarship Fund.

- D. All costs relating to the implementation and administration of benefits under this program shall be borne by the employer.

33. MENTOR

A. Each bargaining unit member in his/her first three (3) years of experience or any member in his/her first year at Huron shall be assigned a mentor by the administration with the approval of the mentor. The mentor shall be a member. The mentor shall be available to provide professional support, instruction, and guidance. The purpose of the mentor assignment is to provide a peer who can offer assistance, resources, and information in a non-threatening collegial fashion.

B. A teacher shall be assigned in the following manner:

1. The mentor shall be a tenured member with (3) years of experience in the Huron School District.
2. Participation as a mentor shall be voluntary.
3. The assignment as the mentor shall be finalized as soon as possible after the mentee begins work duties.

4. Every effort will be made to match the mentor and mentees who work in the same building and have the same area of certification.
 5. Mentee shall be assigned to one (1) mentor at a time. A mentor may work with more than one mentee each year.
 6. The mentor teacher assignment shall be for one (1) year subject to review by the mentor teacher and the mentee after three (3) months. The appointment may be renewed in succeeding years.
- C. Because the purpose of the mentor/mentee match is to acclimate the bargaining unit member and to provide necessary assistance toward the end of quality instruction, the Board and the Association agree the relationship shall be confidential. Neither the mentor teacher nor the mentee shall be permitted to participate in any matter related to the other. Further, the mentor teacher shall not be called as a witness in any grievance or administrative hearing involving the mentee nor shall the mentee be called as a witness in any grievance or administrative hearing involving the mentor teacher.
 - D. When possible, the mentor teacher and the mentee shall be assigned common preparation time.
 - E. Mentor teaches shall receive a stipend of \$300 per year for each mentee he/she is assigned to.
 - F. Mentor and Mentee teachers shall be granted one day release time, to be shared, per year for the purpose of work related to the mentee, the scheduling of which shall be with approval of the administration.
 - G. The District will furnish the Association with a list of the mentors and mentees.

34. **JOB SHARING**

- A. Job sharing will be defined as two members sharing the responsibilities for one full-time position.
- B. Prior to submitting their request, members shall present a proposal to the superintendent or designee for approval by March 15; the proposal shall specify the following:
 1. Division of the workday or workweek at the elementary level; at the junior high and senior high levels, the number of classes each shall teach and the specific periods.
 2. The division of one set of benefits.
 3. How the members will share planning and other responsibilities for the position;
 4. Which staff meetings the member and principal have determined will require the member's attendance.

- C. Members shall submit their request for job sharing to the building principal and superintendent who shall determine whether to grant same. Approval shall be on an annual basis.
- D. Members may not file for unemployment benefits while working in a job share staff assignment.
- E. A full year's seniority shall be accrued for each year worked.
- F. The salary shall be pro-rated to reflect the fraction of the position shared. Each member's placement on the salary schedule will be the same as he/she would be entitled to if employed on a full-time basis.
- G. The district shall pay for one set of benefits (health, dental, vision, life) to be divided by the two members. The pro-ration of benefits may be the same as is the pro-ration of salary, or they may select any other division of fringe benefits as they may agree upon. The division of benefits shall be specified in the members' proposal.
- H. Paid leave days will be pro-rated to reflect the fraction of the position shared.
- I. Both members will attend open house and parent-teacher conferences. Attendance at building level meetings will be discussed by the members and the principal and will be at the discretion of the principal. The members should address this matter in their proposal to the superintendent.

Members shall be available for a pro-rated amount of time that may be required for meetings or conferences with students, parents, administrators, etc.
- J. When a shared member substitutes for a partner who is absent and on a paid or unpaid leave days listed in this Master Agreement, he/she will be paid a pro-rated amount of the district's substitute teacher's pay rate.

Members may also cover each other's classes as they may from time to time agree to do so, but it shall be without pay provided in Article 16, Substitute Teachers, where a teacher, during his/her planning period, fills in for an absent teacher.
- K. If one of the two members sharing a position vacates his/her share of the position the remaining member shall return to full-time responsibility, with commensurate pay, benefits, etc.
- L. Members may purchase any portion of the benefits not paid for by the district under this Article at the district's cost, through payroll deduction.
- M. A teacher hired as a member to fill a vacancy that is a result of the district granting a job share position shall not be placed on the seniority list and shall accrue no seniority until he/she has completed his/her first day of work in his/her second consecutive year of employment as a member in the Huron School District. Having completed the first day in the second consecutive year of employment the teacher's seniority date shall be the day/date that the board officially approved the hiring of the teacher or the first day of work as a bargaining unit member, whichever comes first.

35. **PART-TIME POSITIONS**

- A. Prior to submitting a request, a member requesting a part-time position shall present a proposal to the superintendent and building principal, for approval by March 15; the proposal shall specify the following:
 - 1. The number of classes requested.
 - 2. Which staff meetings the member and principal have determined will require the member's attendance.
- B. Members shall submit their request for a part-time position to the superintendent, building principal, and Association, which shall determine whether to grant same. Approval shall be on an annual basis.
- C. Members may not file for unemployment benefits while working in a part-time assignment.
- D. The salary shall be pro-rated to reflect the fraction of the position shared. The member's placement on the salary schedule will be the same as he/she would be entitled to if employed on a full-time basis.
- E. Paid leave days will be pro-rated to reflect the fraction of the position worked.
- F. Members will attend open house and parent-teacher conferences. Attendance at building level meetings will be discussed by the teacher and the principal and will be at the discretion of the principal. The member should address this matter in his/her proposal to the Superintendent.
- G. The members shall be available for a pro-rated amount of time that may be required for meetings or conferences with students, parents, administrators, etc.
- H. For any portion of benefits not paid for by the district under this Article, members may purchase them at the district's cost, through payroll deduction.
- I. If a part-time position is not less than a half-time position the member will earn one full year of seniority. If he part-time position is less than one-half time the member will earn pro-rated seniority.
- J. The building administrator will determine which classes will comprise any part-time position.
- K. The member's written requests to return to a full-time position must be received not later than March 15.

36. **NON-TEACHER PROFESSIONAL PERSONNEL (NTPP) EVALUATIONS**

- A. The Employer and the Association agree that the effective performance of school personnel is essential to the success of the school program, and such success is enhanced

- by procedures for assisting and evaluating performance. In this regard, the development of an effective on-going program of evaluation is essential for professional growth.
- B. At the beginning of each school year, each NTPP to be evaluated will be furnished with a copy of the evaluation form to be used by the administrator and NTPP to establish evaluation criteria as agreed upon by the Employer and the Association.
 - C. The professional performance of all NTPPs shall be evaluated every year. (Rubric to be included later, as an appendix).
 - D. Observations and walk-throughs shall be conducted by the building principal or other qualified, trained administrator. Track I and III formal observation time for the school year shall not be less than sixty (60) minutes in at least twenty (20) minute blocks with the division of this time to be agreed upon by the employee and the administrator. If the parties cannot agree on an appropriate evaluation schedule, the administrator will note this fact on the observation form and will conduct the observation at reasonable times. All observations shall be conducted openly and with full knowledge of the NTPP.
 - E. Within ten (10) days after the Track I and III observation, the NTPP and the administrator will discuss the observation and reduce it to writing. The NTPP shall sign the observation report upon receipt of the same. If an NTPP disagrees with the observation report, the NTPP may submit a written response which shall be attached to the observation report.
 - F. NTPPs in good standing, in the first two years of their three year cycle, will be evaluated using Track II of the evaluation instrument. The purpose of Track II is threefold: To enhance professional growth, to promote reflection on practice, and to positively impact student learning. The NTPP and the administrator will work collaboratively to ensure the continuous strengthening of components and elements within the evaluation.
 - G. An NTPP who determines the need for assistance in some area of his/her professional duties, may voluntarily seek support from the administration. Additionally, the association may provide the NTPP with assistance, which may include collaboration with the NTPP and the administrator in forming an individual development plan; and/or providing an experienced mentor.
 - H. Track III is designed to offer specific professional development and may also be used to provide due process for disciplinary action and/or an individual development plan.
 - I. If there is concern about continued employment, the NTPP shall be notified in writing after the final observation and prior to the formal evaluation of the concerns.

- J. Formal evaluations shall be written by the building principal or vice principal sixty-five (65) days prior to the end of the fiscal year. Formal evaluations will reflect the content of the observations and other pertinent information consistent with the evaluation instrument. Upon receipt of the evaluation, the NTPP will sign the evaluation for submission to the superintendent.
- K. Prior to sixty-five (65) days before the end of the school year, a list of names of all NTPPs whom he/she recommends for continued employment. Said recommendations shall include in each case of non-renewal a list of the reasons for said recommendation. Each NTPP who is not recommended for rehire shall receive a copy of the reasons from the building principal.

37. **NTPP DISCIPLINE**

- A. The Employer hereby agrees that no NTPP shall be reprimanded, disciplined, discharged, or reduced in compensation without just cause. All reprimands must be clearly identified as such. An NTPP shall be entitled to have present a representative of the Association when he/she is being reprimanded or disciplined for any infraction of discipline or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the NTPP until such representative of the Association is present, provided the representative of the Association can be available within two (2) days. If the Association's representative cannot be available within two (2) days, the Association and the NTPP waive the right to have an Association representative present at the time of the reprimand or discipline.
- B. The Employer agrees to follow a policy of progressive discipline which minimally includes verbal warning, written warning, reprimand, and suspension with pay, suspension without pay, with discharge as a final and last resort, except when there has been a serious offense. The level of action taken against a teacher shall be appropriate to the behavior which precipitates said action.
- C. An administrator, upon receipt of any complaint from a parent, teacher, student, or employee about an NTPP, shall meet with and inform the NTPP of said complaint. No further action shall be taken until the complaint has been reduced to writing. The written complaint shall include the date the objectionable action occurred, the date of submission of complaint, and the nature of the complaint. The complaint may be investigated for up to ten (10) work days. No action shall be taken against the NTPP, nor shall anything pertaining to the matter be included in the NTPP's file, unless the complaint has been substantiated to the Employer's satisfaction.

- D. If discipline of an NTPP (excluding placement on an additional year of probation) is to be considered because of inadequacies observed in the NTPP's professional work with students, such attention must minimally be preceded by:
1. Repeated observations of the inadequacies by more than one administrator through the observation process described elsewhere in the Agreement.
 2. Clear direction where the employee must improve and the consequences of failure to do so.
 3. Adequate opportunity for the employee to make improvements.
 4. All NTPP staff members will serve a five full year probationary period.
- E. Any reprimands or derogatory material shall be removed from the file after four (4) years of date of inclusion. Upon agreement of the member, building administrator, and superintendent, papers may be removed from a file. If there is no agreement, then the member may follow the grievance procedure.

38. **NTPP ASSIGNMENTS**

- A. It is desirable that employees have an assignment by May 15. However, changes in (1) financial conditions, (2) course demands because of student course selection process, (3) termination of staff, and (4) student population may require that the present staff assignments be changed temporarily to adjust to new situations.
- B. Posting Procedures
- Whenever a vacancy occurs during the school year the district shall inform the members by posting a written notice of the vacancy for a period of not less than five teachers' work days on the office bulletin boards. During the summer the posting shall be e-mailed to members five calendar days in advance of the filling of the position unless the member has indicated in writing that he/she does not wish to receive any postings during the summer. Beginning August 1 of each year the district shall notify members of a vacancy but may immediately fill it.

**Schedule A
Huron School District
Salary Schedule**

2017-18 – Steps and Lanes granted.

Longevity payment amounts increased by \$200 each (to \$2200, \$3880, and \$5300)

Off Schedule Payment – For 2017-18 only, an off-schedule payment will be made to certain bargaining unit members to ensure that all members will receive minimum of 2.0% total increase from the 2016-17 school year contract salary (step and longevity). This one-time off schedule, pensionable payment will be made to members in November. (The calculation includes the any change in step, lane, and longevity, calculating that difference from the 2016-17 step, and making sure it is minimum of 2.0%).

2018-19 – Steps and Lanes granted.

Off Schedule Payment – For 2018-19 only, an off-schedule payment will be made to certain bargaining unit members to ensure that all members will receive minimum of 3.0% total increase from the 2017-18 school year contract salary (step and longevity). This one-time off schedule, pensionable payment will be made to members in November. (The calculation includes the any change in step, lane, and longevity, calculating that difference from the 2017-18 step, and making sure it is minimum of 3.0%).

| STEP | BA | BA+18 | MA | MA+19 | EDSP |
|--|-------|-------|-------|--------------------------|-------|
| 0 | 37718 | 38218 | 40750 | 41150 | 44276 |
| 1 | 39253 | 39753 | 44163 | 44563 | 48580 |
| 2 | 41784 | 42284 | 47142 | 47542 | 51856 |
| 3 | 44324 | 44824 | 49538 | 49938 | 54492 |
| 4 | 46861 | 47361 | 53109 | 53509 | 58421 |
| 5 | 49400 | 49900 | 56099 | 56499 | 61709 |
| 6 | 51932 | 52432 | 59081 | 59481 | 64989 |
| 7 | 54469 | 54969 | 62063 | 62463 | 68269 |
| 8 | 57003 | 57503 | 65045 | 65445 | 71550 |
| 9 | 59534 | 60034 | 68029 | 68429 | 74832 |
| 10 | 64778 | 65278 | 74117 | 74517 | 81529 |
| 11 | 65379 | 65879 | 74991 | 75392 | 82495 |
| Longevity amount is added to the member's current step after the given years of service: | | | | | |
| After 15 yrs. of service to Huron Schools | | | | 2200 | |
| After 20 yrs. of service to Huron Schools | | | | 3880 (1680 + prior 2200) | |
| After 25 yrs. of service to Huron Schools | | | | 5300 (1420 + prior 3880) | |

**Schedule B
Extra-Curricular Pay Scales**

Any member of the bargaining unit may apply for any extracurricular vacancy and shall be granted an interview. When notification of vacancy is received by the administration, they shall notify the Association Union President or his/her designee and post such vacancies on office bulletin boards in each building for a period of seven (7) days. If all predetermined qualifications are equal, the bargaining unit members shall be given preference over all other applicants. Once filled, a position will not be posted again until such time as the employee resigns, is dismissed or is unable to carry out the duties and responsibilities of the position.

Coaching-Varsity Level (based from the current BA-0 teacher salary)

| <u>Tier Level 1</u> | <u>Step</u> | <u>Percentage</u> | <u>Tier Level 2</u> | <u>Step</u> | <u>Percentage</u> |
|---------------------|-------------|-------------------|---------------------|-------------|-------------------|
| Football | 1 | 11% | Volleyball | 1 | 10% |
| Girls Basketball | 2 | 12% | Swimming | 2 | 11% |
| Boys Basketball | 3 | 13% | Hockey | 3 | 12% |
| | 4 | 14% | Wrestling | 4 | 13% |
| | 5 | 15% | Boys Soccer | 5 | 14% |

Girls Soccer, Bowling (Boys/Girls Combined), Baseball, Softball, Tennis, Cross Country, Boys and Girls Golf, Boys and Girls Track, Competitive Cheer

After five (5) step increases - the salary would increase one percent every three (3) years.

Performance base pay. At the end of each season, the Athletic Director will evaluate each Head Coach using a rubric. Coaches that do not meet the criteria established in the rubric for them, will not be advanced to the next step. Steps will be granted for 2017-19.

Tier Level 3 3% - Equestrian
 8% - Sideline Cheerleading

JV Coaches - \$2,100; **Freshman Coaches** - \$1,850; **Jr. High Coaches** - \$1500;

Assistant Coaches - \$2100

Varsity Football (4), JV Football (2), Freshman Football (2), Jr. High Football (1 at each grade level-to be paid at the same rate as Head Coach), Varsity Wrestling (2), Varsity Boys Basketball (1), Varsity Girls Basketball (1), Varsity Hockey (1), Varsity Girls Track & Field (1), Boys Track & Field (1).

Sponsor Pay

High School Level

| | |
|---------------------------------|------------|
| Quiz Bowl | \$1,200.00 |
| Student Council | \$1,200.00 |
| Senior Class | \$950.00 |
| Junior Class | \$750.00 |
| Sophomore Class | \$650.00 |
| Freshman Class | \$500.00 |
| Special Ed Liaison | \$500.00 |
| SADD Advisor | \$400.00 |
| Honor Society | \$500.00 |
| Band | \$2,950.00 |
| Plays (each play) | \$800.00 |
| Yearbook | \$600.00 |
| Link Crew | \$800.00 |
| French Club/Spanish Club (each) | \$400.00 |

Junior High Level

| | |
|--------------------|-----------|
| WEB Team | \$800.00 |
| NJHS | \$500.00 |
| Yearbook | \$300.00 |
| Student Council | \$500.00 |
| Band | \$1200.00 |
| Play | \$500.00 |
| Talent Show | \$150.00 |
| Special Ed Liaison | \$500.00 |

Elementary Level

| | |
|---------------------------------|-----------|
| Leader in Me (4/building) | \$400.00 |
| Elem Leaders (5/building) | \$1000.00 |
| Special Ed Liaison (1/building) | \$500.00 |

Schedule C School Calendar

Huron School District Calendar 2017-2018

| | |
|-----------------|---|
| August 28, 2017 | First Day for Probationary Teachers (1 st and 2 nd year teachers) |
| August 29 | First Day for All Teachers |
| August 30 | Teacher District Professional Development |
| August 31 | Teacher District Professional Development |
| September 5 | First Day of School for Students |
| September 7 | Elementary Open Houses |
| September 12 | High School Open House |
| September 14 | Renton Open House |
| October 13 | End of 1 st Progress Report |
| October 18 | ½ Day of School for Students - Evening Parent Teacher Conferences K-12 |
| October 19 | ½ Day of School for Students - PM Conf K-12 & Evening Conf K-5 |
| November 7 | Election Day - No School for Students - Teacher PD |
| November 22 | ½ Day of School for Student and Staff |
| November 23-24 | Thanksgiving Break |
| November 30 | End of the 1 st Trimester - ½ Day of School for Students ½ Day PD School |
| December 1 | No School for Students - Teacher Work and Records Day |
| December 22 | Holiday Break Begins at the End of the School Day |
| January 8, 2018 | School Resumes |
| January 15 | No School for Students or Staff |
| January 26 | End of Second Progress Report |
| January 31 | Renton Jr. High School Evening Conferences |
| February 1 | Huron High School Evening Conferences |
| February 19 | Mid-Winter Break. No School for Students and Staff |
| March 15 | End of 2 nd trimester - ½ Day of School for Students - ½ Day PD School |
| March 16 | No School for Students - Teacher Work and Records Day |
| March 30 | Good Friday - No School for Students and Staff |
| April 2 | Spring Break Begins |
| April 9 | School Resumes |
| May 4 | End of Third Progress Report |
| May 18 | Prom - ½ Day of School for Students - ½ Day PD |
| May 28 | Memorial Day No School |
| June 15 | Last Day of School ½ Day for Students - Teacher Records and Check-Out |

Total Student Days – 180

Teacher Days - 186

**Huron School District Calendar
2018-2019**

| | |
|-----------------|---|
| August 27, 2018 | First Day for Probationary Teachers (1 st and 2 nd year teachers) |
| August 28 | First Day for All Teachers |
| August 29 | Teacher District Professional Development |
| August 30 | Teacher District Professional Development |
| September 4 | First Day of School for Students |
| September 6 | Elementary Open Houses |
| September 11 | High School Open House |
| September 13 | Renton Open House |
| October 12 | End of 1 st Progress Report |
| October 17 | ½ Day of School for Students - Evening Parent Teacher Conferences K-12 |
| October 18 | ½ Day of School for Students - PM Conf K-12 & Evening Conf K-5 |
| November 6 | Election Day - No School for Students - Teacher PD |
| November 21 | ½ Day of School for Student and Staff |
| November 22-23 | Thanksgiving Break |
| November 29 | End of the 1 st Trimester - ½ Day of School for Students ½ Day PD School |
| November 30 | No School for Students - Teacher Work and Records Day |
| December 21 | Holiday Break Begins at the End of the School Day |
| January 7, 2019 | School Resumes |
| January 14 | No School for Students or Staff |
| January 25 | End of Second Progress Report |
| January 30 | Renton Jr. High School Evening Conferences |
| January 31 | Huron High School Evening Conferences |
| February 18 | Mid-Winter Break. No School for Students and Staff |
| March 14 | End of 2 nd trimester - ½ Day of School for Students - ½ Day PD School |
| March 15 | No School for Students - Teacher Work and Records Day |
| April 1 | Spring Break Begins |
| April 8 | School Resumes |
| April 19 | Good Friday - No School for Students and Staff |
| May 3 | End of Third Progress Report |
| May 17 | Prom - ½ Day of School for Students - ½ Day PD |
| May 27 | Memorial Day No School |
| June 14 | Last Day of School ½ Day for Students - Teacher Records and Check-Out |

Total Student Days – 180

Teacher Days - 186