Port Huron Schools

Advocate Innovate Educate

PROFESSIONAL AGREEMENT

BETWEEN THE

PORT HURON AREA SCHOOL DISTRICT BOARD OF EDUCATION

AND

PORT HURON EDUCATION ASSOCIATION

2025-2026
2026-2027
2027-2028
2028-2029
2029-2030

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PROFESSIONAL AGREEMENT

In a mutually desirable effort to promote the best interest of the PORT HURON AREA SCHOOL DISTRICT, hereinafter referred to as the "District", and the PORT HURON EDUCATION ASSOCIATION, hereinafter referred to as the "Association", and in recognition of their responsibilities to each other, the students, and the community for negotiating in good faith, reaching an agreement on matters falling within the area of collective bargaining, and executing a contract to cover such an agreement, THIS AGREEMENT is entered into as of June 5, 2025 at Port Huron, Michigan.

WITNESSETH:

A. It is mutually agreed as follows:

1. Recognition. Pursuant to Act 379, Public Acts of 1965, the District recognizes the Association as the sole and exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours, and other conditions of employment for the entire term of this Agreement for all certified professional personnel, exclusive of administrators, substitute teachers, third-party contractors, and all other employees. “Certified” shall be defined as the requirement to hold all certificates, licenses, endorsements, and approvals required by law and/or the Michigan Department of Education to serve in the position assigned. “Teacher,” as hereinafter used in this Agreement, shall be construed to include the following whenever employed by the District:

    a. All classroom teachers ECSE through the 12th grade, including special education teachers
    b. School Social Workers
    c. Speech/Language Pathologists
    d. Counselors
    e. Consultants
    f. Media Specialists and Media Technicians
    g. Coordinators
    h. School Psychologist
    i. Teachers of the Homebound
    j. Orthopedic Teachers
    k. Occupational Therapists - Registered
    l. Teachers of the Visually Impaired
    m. Physical Therapists
    n. Clinical Therapists
    o. Adult Education Teachers
    p. Elementary Music Specialists, Art Specialists, and Physical Education Specialists
    q. Television Instructors
    r. Bilingual Teachers

2. Individuals serving in the above positions will be considered to be included as teachers whether under contract, or on leave, under the provisions of this Agreement.

3. “Administrator,” as used above and hereinafter, shall be construed to mean an employee of the District holding executive, administrative and/or supervisory positions with a responsibility for recommending the hiring, retention, and/or release of teachers or other employees of the District.

PREAMBLE

A. The Board of Education of the Port Huron Area School District and the Port Huron Education Association recognize that the development and operation of educational programs of the highest quality, for the benefit of students and the community of the Port Huron Area School District, require relationships which are based upon the concept of education as a public trust and a professional calling.

B. The Board of Education, the Superintendent, and the administrative staff and members of the teaching staff must have, and do have, respect and confidence in the ability, experience and judgment of each other in matters which affect the quality of the Port Huron Area School District's educational program.

C. It is recognized that teaching is a profession requiring specialized educational qualifications and certification. It is also recognized that the quality of the educational programs conducted in the public schools of the Port Huron Area School District is directly related to the quality of the teaching staff.

D. The Association recognizes the paramount responsibility of the School Board for the operation of the Port Huron Area School District. In the discharge of this responsibility, the District will expect that the Association will continue to contribute through its abilities and experience, and that of its individual members, toward maintaining and improving standards of professional practice.

E. All teaching personnel employed by the District shall be treated with respect and fairness. All teachers are encouraged to join their professional organizations and take additional training. Teachers will adhere to the Code of Ethics of the Education Profession. It is expected that all teachers will strive to maintain and strengthen high professional standards and attitudes.

F. The District and the Association mutually pledge themselves to continue to recognize the full constitutional and civil rights of all teachers. No religious or political activities in the personal life of a teacher, or the lack thereof, shall be grounds for any discrimination with respect to the professional employment of such teacher. The provisions of this Agreement shall be applied without regard to race, color, national origin, sex, age, disability, height, weight, religion, sexual orientation, gender identity, gender expression, or marital status.

G. The District and the Association pledge themselves to seek to extend the advantages of public education to every student without regard to race, creed, religion, color, sex, sexual orientation, gender identity, gender expression, or national origin, and to seek to achieve full equality of educational opportunity for all students.

H. The District and the Association shall work together on an annual basis to develop a presentation regarding the significant contractual points that all teachers should be aware of including Article V.M to be shared at the beginning of each school year.

ARTICLE I

ASSOCIATION RELATIONSHIPS

A. It is the purpose of this article to establish certain Association-District relationships which will ensure the most productive results of their joint and individual efforts to improve the educational program of the District. In addition to certain staff relationships, provision is made to authorize Association use of District facilities, equipment and services as hereinafter stated, subject to the general restriction that unless specifically exempted, Association business shall not interfere with the normal and routine operation of the educational program of any building or of the District; nor shall Association business be conducted at District expense or on school time. Association use of District facilities, equipment, and services shall be in accordance with Board Policy. The rights granted herein shall not be granted or extended to any other teacher organization except where a valid question concerning representation has been clearly raised.

B. The Association may use the buildings of the District for meetings at reasonable hours and in accordance with Board Policy.

C. A bulletin board shall be designated in each building for use by the Association for the posting of notices (meetings, elections, vacancies, and social events), reports, and information. All posted items shall carry an indication of responsibility for the item. Posting shall be the responsibility of the Association Representative in each building. Classroom or hallway bulletin boards shall not be used for these purposes.

D. Regular District publications may be used for notices of meetings, elections and social events.

E. Association materials may be circulated through the regular school distribution system and/or teacher mailboxes.

F. The Association is authorized to use District equipment to prepare notices, the regular publications and reports, to use communications systems for making announcements, and to use District audio-visual equipment.

G. At the Association's request and consistent with the Public Employment Relations Act, the Association shall be supplied with reports or information prepared by the District for public distribution to assist the Association in developing intelligent, accurate, informed, and constructive programs on behalf of the teachers, together with information which may be necessary for the Association to process any grievance.

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

H. The Building Principal and the Association Representative(s) shall meet monthly to facilitate communications between the staff, the administration and the Association.

I. At the high school level, one Association Representative per building and/or session shall not be assigned a home room.

J. The Association, in consultation with the District, shall be permitted to operate a Support Teacher Program in conjunction with the New Teacher Induction Program for purposes of providing new staff members with continuous professional orientation and information about the Port Huron Area School District. Support teachers shall have no disciplinary, evaluative or other administrative roles. The District shall provide the Association with up-to-date lists of the names of new staff personnel.

K. President's Released Time

1. The President of the Association shall be granted up to full time release at the discretion of the Association. There shall be no loss of seniority, pay, or fringe benefits as a result of the released time. Upon expiration of the term of office, the President shall be allowed to return to the same position held prior to the leave, if available, or to a comparable position, if not available, with no loss of pay or benefits. The preparation period shall be used as a part of the day without charge to the Association.

2. Prior to the opening of school, the Association shall notify the District as to the schedule and amount of the released time. In addition, the President shall be granted the use of five (5) days from his/her personal leave time for Association business. The President shall make a request for this use in WillSub. In addition, the President shall not be assigned extra duties.

3. The District's Business Office and the Association shall agree to a written formula which determines the amount of payment to the District for the released time of the Association's President. This agreement should be established prior to the effective date of released time.

4. The amount of payment to the District shall be equivalent to the percentage of reduction of classroom teaching or assigned duties as applied against the President's contracted salary for that school year, however, the Association shall not be charged for the preparation time. An additional $15,000 per school year will be allowed for the President's release time and will be deducted from this payment.

5. The District shall pay the equivalent of single subscriber rates for insurance benefits for the President. In the event the President elects two-person or full family coverage the Association will be charged for the difference in cost.

6. The President must maintain certification at all times.

7. For release time outlined in Paragraph K, the Association shall reimburse the District those sums paid towards the President's retirement during released time as required under MCL 38.1371(6).

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

M. All committees appointed by the District shall have teacher representatives, including existing committees, which have at least one (1) Association selected representative. Upon notification, in writing, by the District to the Association of the establishment of the committee and the number of teachers on the committee the Association shall supply to the District the names of teachers within twenty (20) duty days. If the Association shall fail to supply the names of teachers, the District may appoint the teacher representatives with the approval of the Association. The purpose of such

committees will be to provide a means of communication, to review and gather facts concerning educational matters, and to provide the Superintendent of Schools with information and guidance. This paragraph does not apply to committees created by the Board of Education and made up of only Board members.

N.

1. A teacher shall be entitled to have present a representative of the Association when an administrator is going to make a formal oral or written reprimand or take some disciplinary action that is written and will become a part of that teacher's personnel file. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present.

2. No teacher shall be disciplined, including warnings of consequential disciplinary action, reprimands (verbal or written), or suspended, discharged or reduced in rank or professional advantage, or subjected to other actions of a disciplinary nature for reasons that are arbitrary or capricious. When any disciplinary action results in a written reprimand, suspension, discharge, loss of time and/or benefits, the specific grounds forming the basis for such disciplinary action will be made available to the bargaining unit member and the Association in writing. This provision shall not apply to the termination of services or nonrenewal of a probationary teacher.

3. A teacher has the right to submit a written response to a reprimand or other disciplinary action within (10) school days of its issuance. If no response is received within this period, the opportunity to include a response in the teacher's personnel file is forfeited. If an Association Representative was not present at the time of the disciplinary action and if the disciplinary action is reduced to writing, the District agrees to advise the Association of the fact that action has been taken and the name of the teacher against whom the action was taken.

O. Whenever a teacher is required by the District to act on behalf of the Association during the school day, the teacher shall be released from regular duties without loss of salary or leave time. Normally, grievances will be processed outside of class hours. This is not to be used in such a manner as to deny the teacher Association representation.

ARTICLE II

PERSONNEL PROCEDURES

Section One

A. The District shall have as its prime objectives the recruitment, hiring and retention of the most qualified teaching staff that it is possible in terms of his/her experience and preparation. The Association shall assist the District by supplying names of qualified candidates, who would be available for employment, if such names are requested by the District. All procedures shall comply with the policies of the District and the pertinent laws and regulations of the State of Michigan.

B. The District shall hire, at the probationary level, only teachers with certificates. In an emergency, the District may hire teachers with permits on a permanent substitute basis only. Exceptions to this shall be:

1. Teaching Interns
2. Teachers hired from other states with Michigan certification pending (one-year limitation)
3. Teachers with lapsed Michigan certification (one-year limitation)
4. Teachers participating in alternative certification programs

C. The District will post a vacant bargaining unit position for at least five (5) work days.

D. The District, absent unusual or exigent circumstances, will provide notice to teachers of teaching vacancies, whether open during the school year or during the summer. Notice may be provided electronically or by sending group emails to the Teachers notifying them of such openings.

E. The assignment of teachers to positions in the evening school program, summer school teaching and driver education program shall be handled in the same manner as regular teaching positions.

F. In regard to the filling of extra pay assignments as set forth in Attachment E-1 and E-2, within his/her building, the building principal or designee shall notify his/her staff by email of the available positions.

G. Extra pay assignments are assigned on an annual basis, subject to the following provisions: A vacancy exists in an on-going extra pay assignment when the position holder notifies his/her building principal that he/she is no longer interested in the position or the position holder has been notified in writing of the specific reasons that he/she has performed less than satisfactory in the position. Extra pay positions may be established or discontinued by the District. The District may remove a position holder from an extra duty assignment for a logical reason..

Section Two

A. Assignment of the teaching staff within the District is the responsibility of the Superintendent or his/her designee. No administrator shall have any elementary teaching or support responsibility (e.g. Speech Pathologist, Teacher Consultant, Social Worker). Assignment of staff within a building shall be the responsibility of the building principal.

B. Factors the administration will consider when making a teacher assignment decision and filling vacant teaching positions are:

1. Teacher certification, approval, or authorization;
2. The teacher's effectiveness as measured under the performance evaluation tool on a majority of recent ratings;
3. The teacher's similar or relevant experience in the grade level or subject area
4. Relevant training;
5. Disciplinary record;
6. Collaboration between the district and the association;
7. Other non-arbitrary or capricious reasons in the best interests of the district; and
8. Seniority, as established by the most recent seniority list for the bargaining unit, shall be considered as a tie breaker if a personnel decision involves two (2) or more employees and all other factors distinguishing those employees from each other are equal

When no qualified applicant, as determined by the Superintendent or designee, applies for a bargaining unit vacancy, the Superintendent or designee reserves the right to hire an external candidate and hire the most qualified candidate.

C. When teachers who are assigned less than full time positions, apply for any vacancy they shall be considered for the vacancy without regard for their less than full time status. If not selected for that position the applicant shall be given reasons, upon request, in writing, based upon teaching performance and qualifications.

D. Teachers may assume that they will have the same normal teaching assignment for the following year unless notified in writing by the close of school or as soon as a re-assignment is determined. Whenever possible, consultation with their building administrator will occur prior to the re-assignment.

E. The District will make every effort to avoid closure or reorganization of classrooms or programs after the school year has begun. However, in the event such reorganization becomes necessary, a teacher affected by the reorganization shall be provided with up to two (2) full days of released time to prepare for the new assignment. Additional days may be granted at the discretion of the Director for Human Resources. In addition, if the teacher has expended his/her personal funds for materials or supplies for the original assignment, the District will reimburse him/her for reasonable expense up to $150 upon a showing of receipts.

F. A voluntary transfer of a teacher into a vacant position may also be initiated and carried out by the Superintendent or his/her designee. A vacant position is defined as an unassigned, open position, or a newly created position that the District intends to fill. The Superintendent decides when a vacancy exists and when a transfer may occur so as to not disrupt student instruction. The district will make every effort to make transfers at the marking period, trimester and semester times.

1. If a teacher has requested a transfer into a vacant position and the request is denied, the teacher may request the reasons for the denial by sending an email to the applicable building administrator or human resources.

2. The Superintendent or designee may deny a transfer request if the bargaining unit employee:

   a. is on an IDP or is a probationary teacher
   b. has received at least one needing support/ineffective evaluation rating in the previous four (4) years or at least one developing/minimally effective rating in the previous two (2) years
   c. holds an endorsement or teaching certificate that is needed to fill a vacancy that the District cannot otherwise fill despite posting and seeking candidates for the position.
   d. applied for and received a change of placement in the previous three (3) years unless both the teacher and the building principal mutually agree to the change of placement.
   e. has been involuntarily transferred from the requested position in the previous three (3) years unless both the teacher and the building principal mutually agree to the change of placement.

G. The Superintendent or designee may involuntarily transfer a teacher to a position if a logical reason or explanation exists to justify the transfer. The association will receive notice of an involuntary transfer before notifying the teacher. The teacher and the Association shall receive at least ten (10) days' notice of an involuntary transfer and the position the teacher will be transferred to.

H. Shared Time Process

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

1. Both teachers must agree in writing to share an assignment with the other.

2. If both teachers are in the same building, the building principal must give approval.

3. If each teacher is in a separate building, the receiving principal must give approval.

4. In the spring of each year, the District will allow teachers to indicate in writing a desire to be part of the Shared Time Process. Letters must be received by the District's Human Resources Office prior to March 1.

5. The District then holds its District-wide staffing. The District will then attempt to fulfill the shared-time requests of teachers. All shared-time positions will be one (1) year assignments. Teachers placed in shared-time positions cannot request a position of greater percentage of the remainder of the school year.

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

1. Volunteering for less than full-time positions.

   a. The teacher must indicate in writing to the Human Resources Office, his/her interest in a less-than-full-time position for the coming year. Each year is to be treated separately.

   b. The letter must be received by the Human Resources Office prior to March 1.

J. Dismissal of teachers who are subject to the Michigan Teachers' Tenure Act shall be carried out solely through the provisions of that statute.

K. Resignations shall be made in writing to the Human Resources Department as soon as a teacher is aware that he/she is leaving the District. Failure to fulfill a contract without notification sixty (60) days prior to the opening of school, unless mutually approved by the teacher and the District, shall constitute a breach of contract

Section Three

A. Seniority: No later than November Fifteenth (15th) of each school year, the District shall prepare a Seniority List of all bargaining unit members, indicating the teacher's name and rank order of seniority status as determined below. Such list may include teachers of equal ranking which need not be determined until it becomes an issue. Copies of the Seniority List will be made available to the Association. This List will be updated upon receipt of information calling for correction or change as supplied by the individual teacher to Human Resources throughout the year. Updated copies of the List shall be published as above on February Fifteenth (15th) and on May First (1st) of each school year.

1. In determining years of service for purposes of seniority all years of teaching service in the District shall be counted. In the event that a teacher has taught for ninety (90) duty days or more in any one (1) school year he/she shall be given credit for one (1) full year of seniority. Any teacher on leave of absence or renewal for which increment credit is given shall be given seniority for such period. In the event that increment credit is not given for leave of absence or renewal there shall be no seniority accrued. Internship shall not be counted as a year of service for seniority. Teaching service in the District shall be limited to work served in the bargaining unit.

2. The order for establishing the seniority list is as follows:

    a. District years of teaching
    b. Total years of teaching in public education
    c. Highest degree earned
    d. Date of Hire
    e. Draw lots

B. Staffing Procedures

1. Establishing the List of Staff Needs

    a. The District will determine staff allocations.

    b. Building Administrators shall discuss any allocation change in their building with the teaching staff at a staff meeting.

    c. The District will establish a List of Displaced Teachers.

2. Establishing the Tentative Building Placement List

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

    b. The principal/supervisor will communicate with each teacher in their building/department with regard to their tentative assignment/schedule for the upcoming school year.

3. Factors the administration will consider when eliminating a teaching position or conducting a recall of laid off teachers to a vacant position are:

    a. Teacher certification, approval, or authorization;
    b. The teacher’s effectiveness as measured under the performance evaluation tool on a majority of recent ratings;
    c. The teacher’s similar or relevant experience in the grade level or subject area
    d. Relevant training;
    e. Disciplinary record;
    f. Collaboration between the district and the association;
    g. Other non-arbitrary or capricious reasons in the best interests of the district; and
    h. Seniority, as established by the most recent seniority list for the bargaining unit, shall be considered as a tie breaker if a personnel decision involves two (2) or more employees and all other factors distinguishing those employees from each other are equal

4. Layoff Procedure

a. The District will publish a List of Teachers To Be Placed On Layoff, which will be prepared and will be provided to the Association as soon as determined. The list will indicate the teacher's name.

b. The Superintendent will recommend to the Board and the Board will act to release all teachers whose names appear on the List of Teachers To Be Placed on Layoff

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

5. A teacher is eligible for recall for twenty-four (24) months from the date the District implemented the reduction in force. Before or in lieu of initiating a recall of a laid off teacher, the Superintendent or designee may reassign teachers to fill vacant positions.

6. The Superintendent or designee will provide written notice of the Board's recall decision to any recalled teachers to the teacher's last known address. A recalled teacher will have five (5) business days to accept the recall position. A copy of the recall notification shall be provided to the Association.

7. A teacher who was full-time prior to layoff shall have the right to accept or reject a position that is less than full-time without loss of the right of recall to the first full-time position for which the teacher is certified.

8. No teacher shall lose recall rights or seniority if the teacher at the time of recall is under contract with another employer during that school year. However, if the employee is eligible to return in the ensuing year and fails to do so, they shall be considered resigned.

9. A teacher refusing an offer of recall to a position for which the teacher is adequately certified and qualified for and which is equivalent to the one from which they were laid off shall be deemed to have voluntarily quit and shall result in forfeiture of the further right of recall, unless the teacher falls into the exemptions listed situations stated above.

Section Four

Human Resources shall maintain a Personnel Record for each teacher. Any written evaluation, reprimands or disciplinary actions, shall be filed in the record. No discipline shall be filed without the teacher's certification that: "I have received a copy of this material." In the event that a teacher refuses to acknowledge receipt of a written evaluation or discipline, such evaluation or discipline may be filed if accompanied by a written statement of the time and place when such teacher refused to acknowledge such receipt. A teacher may examine his/her personnel record subject to state and federal law. The teacher may authorize examination of his/her record by the Association.

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

Section Five

A. Expression of interest in another assignment

1. The parties recognize that the decision as to staffing, assignment and teacher placement rests solely with the District.

2. The District recognizes that teachers desire to have the opportunity to express their interest in other assignments within their existing buildings or elsewhere in the District and the District likewise desires to receive such information from teachers.

3. Teachers may provide to either their building principal or the Human Resources Department, or both, an expression of interest in a different assignment or assignments, whether within their current building or elsewhere within the District, whether currently vacant or not. The Teacher may express their interest through the District provided digital process or by sending an email expressing interest to either their building principal or the Human Resources Department, or both.

4. If the teacher does not want his or her building principal to be aware of the submission, the Teacher may request the same, and the District will attempt to honor that request until such times as the input of the building principal is required.

5. The expression of interest for the following year should normally be submitted prior to the staffing process; but may be changed at any time. An expression of interest can be for an open position or a position that is not known to be currently open. An expression of interest will be considered active until the first student day.

B. Any placement decision or decision under this Article is not appealable or subject to the grievance procedure.

Section Six

Teacher Discipline

Maintaining appropriate procedures and standards for addressing misconduct and other inappropriate behavior by professional staff is a critical component in furthering an effective educational environment and in providing quality educational services to students.

A. Definition. Discipline is defined as written warnings, written reprimands, suspension without pay, and termination of employment for misconduct, insubordination, incompetence/poor performance, or dereliction of duties. Nonrenewal of a probationary teacher's contract in accordance with the Teachers' Tenure Act is not considered discipline. All discipline shall be in writing.

B. Before disciplining a teacher, the teacher will receive notice of the allegations against them and an opportunity to respond. The District will investigate the allegations by collecting relevant evidence, interviewing witnesses, and objectively reviewing the totality of the circumstances. After completing an investigation, if the District has reasonably found that adverse employment action is supported by a preponderance of the evidence and is not based on an arbitrary, capricious, or illegal reason, the District will implement discipline that is just, fair and proportionate to the seriousness of the misconduct. The parties agree to follow progressive discipline based on the severity and/or frequency of the infraction. Discipline shall be provided in writing to the Teacher and shall articulate the rationale for the disciplinary decision.

C. Tenured Teachers. Tenured teachers may be subject to discipline and discharged for a reason that is not arbitrary or capricious. Discipline will have a rational relationship to the established misconduct or inappropriate behavior.

1. A tenured teacher receiving a written warning or reprimand may appeal the disciplinary action up to the Superintendent or designee under the grievance procedure (Article IV).

2. A tenured teacher may appeal disciplinary action consisting of up to a six (6) day unpaid suspension up to the Superintendent or designee under the grievance procedure (Article IV). If the grievance procedure does not satisfactorily resolve the matter, the teacher or the Association may request mediation through the Michigan Employment Relations Commission and provide a copy of that request to the administration. The request must be submitted in writing ten (10) calendar days after the teacher receives the written response from the superintendent.

3. A tenured teacher may appeal disciplinary action consisting of seven (7) days unpaid suspension or more to Section D of the grievance procedure (Article IV) provided the parties have participated in mediation with a mutually agreed upon mediator at least ninety (90) days before the arbitration is scheduled.

4. Tenured teachers must bring any appeal of disciplinary action that constitutes a demotion or discharge under the Teachers' Tenure Act through the procedure established under that statute.

D. Probationary Teacher.

1. A probationary teacher may not appeal a disciplinary action under the grievance procedure (Article IV).

2. A recommendation to terminate or non renew a probationary teacher will follow due process.

E. No religious or political activities in the personal life of a teacher, or the lack thereof, shall be grounds for any discipline with respect to the professional employment of such teacher unless the activities violate the Michigan Code of Educational Ethics.

ARTICLE III

LEAVES OF ABSENCE

A. It is generally agreed that a child's education is most enhanced by consistent and continuing contact with a qualified teacher. For this reason, absence of the teacher from the classroom should neither be requested nor approved lightly. It is recognized, however, that teachers are occasionally faced with an unavoidable necessity to be absent on a short-term basis. In addition, there are long-term absences which may result in benefits to the individual and/or the District. It is the purpose of this Article to provide an orderly and just procedure for leaves-of-absence.

B. Each teacher shall have an individual leave bank consisting of the accumulated leave time earned by the teacher and such leave time as is granted in advance of each school year. All teachers shall earn leave time at thirteen (13) days per school year. In the event a teacher leaves the school system during the school year and has used unearned advanced leave credit, a proportionate deduction, equal to the teacher's daily pay rate times the number of such days, shall be made from the teacher's final pay. Leave time is prorated based on the work year and Full Time Equivalent status. New hires with three (3) years of ORS service credit will receive fifteen (15) days in their bank when hired.

C. The maximum accumulation of leave days allowed will be two hundred and five (205) days from the first day of employment. A statement of available leave time shall be provided to each teacher prior to the opening of each school year. The statement shall include accumulated leave time and the advanced credit of leave time.

D. As an incentive to improve overall attendance, the District agrees to the following bonus payments for good attendance as follows:

Employees that receive 13 leave days	
Days Used	**Bonus**
0	$600
.5 – 1	$550
1.5 – 2	$500
2.5 – 3	$270
3.5 – 4	$240
4.5 – 5	$210
5.5 – 6	$180
6.5 – 7	$150
7.5 – 8	$120
8.5 – 9	$90
9.5 – 10	$60
10.5 – 12	$30

The above schedules are based on full-year, full-time employment. Payment for less than full-year or less than full-time employees will be prorated accordingly. Payment will be made in the last pay of the school year based on leave days used at that time.

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

Any time lost by a teacher as a result of an assault within a school building or due to being harmed in the process of protecting children that is directly related to the execution of the teacher's assigned responsibilities and that would otherwise be compensable under Worker's Compensation on the 8th day, shall not be charged against the teacher. Any worker's compensation remuneration received for the days used must be reimbursed to the District.

F. Leave time shall be deducted only for an absence which occurs on a day for which a teacher would normally be on duty.

G. Leaves of absence are categorized into personal, professional, or association business and are either short term or long term in nature. Short term leaves generally last no more than five consecutive days, whereas long term leaves are greater than five consecutive days. Professional leaves of absences do not involve a charge against the teacher's individual leave bank. Personal

leaves of absence represent a charge against the teachers' individual leave bank and are limited both by the teacher's individual leave bank or any other limits established within this Article.

H. The parties recognize the obligations and rights of the District in complying with and administering the Family Medical Leave Act of 1993 (FMLA). The District's policies and procedures with respect to FMLA leaves shall be administered in compliance with, and not in violation of, the FMLA.

PROFESSIONAL LEAVES

Short Term Professional Leaves

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

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

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

Long Term Professional Leaves

J. Long term leaves of absence of up to one school year or the remainder of the school year, whichever is less, are available to teachers after attaining tenure status subject to the Superintendent's approval. Additional leaves may be requested, but approval will be at the option of the Superintendent. The foregoing shall not apply to maternity and adoptive leaves which are covered under this Article. Long term professional leaves may be granted by the Superintendent upon written application, with supporting data where required, to the Human Resources Department. Denial of a request for long term professional leave is not subject to the grievance procedure.

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

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

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

1. Advanced Study: A leave-of-absence for advanced study may be granted for a limit of one (1) school year or the remainder of a school year, whichever is less. The leave of absence is without pay. It shall be requested on or before May 1st (first) of the preceding school year. Such leave shall be limited to teachers on tenure. A teacher, when applying for such leave, shall provide the Human Resources Office with documentation that he/she will be enrolling as a full-time student in a program of advanced studies. Full-time status shall be determined by the accredited college or university. No more than two percent (2%) of the total teaching staff may be granted leaves-of-absence for this reason in any one year. If the number of requests warrants, fifty percent (50%) of those granted shall be to elementary teachers and the balance to secondary teachers. Priority shall be given to teachers requesting a second consecutive year of leave for advanced study. Advanced study must increase the teacher's teaching competency and be accomplished in a suitably accredited college or university. A limit of two (2) years of such leave may be granted in any ten (10) year period to any one teacher. Increment credit shall be allowed upon receipt by the District of documentation from the accredited college or university that the teacher has completed the studies for which he/she was enrolled. Requests for leaves for advanced study in excess of two percent (2%) may be submitted to the Board of Education with the Superintendent's recommendation.

2. Educational Travel Leave: A leave-of-absence for the purpose of educational travel, university credit travel-course, or any District approved plan that would enhance the teacher's effectiveness, may be granted to any tenure teacher. The leave shall be for a period of one (1) semester or for one (1) school year or the remainder of the school year, whichever is less, and no increment credit will be allowed.

3. Foreign Teacher Exchange Leave: A leave-of-absence for one school year or the remainder of a school year, whichever is less may be granted to any tenure teacher for the purpose of teaching in the schools of a foreign country, provided such foreign country shall have agreed to furnish a teacher of corresponding rank or school level to fulfill the duties of the teacher on leave. During the period of the leave-of-absence for teaching in a foreign country, the teacher shall receive from the District the same compensation that he/she would have received had he/she been present and teaching in a school of the District. Such leave-of-absence shall not in any way affect the retirement rights of the teacher as a member of the Michigan Public School Employees' Retirement Fund and the period of the leave-of-absence shall be credited to the total years of service of the teacher in the same manner as if he/she had not been granted the leave-of-absence and been present within the District engaged in actual teaching service.

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

PERSONAL LEAVES

Short Term Leaves

K. Any teacher who will not be able to report for a duty day shall notify the designated administrator at least one (1) hour before scheduled reporting time, or in an emergency as soon as possible, to allow for the hiring of a substitute. Provided, however, said designated administrator may designate an alternate person to be responsible for receiving such notification. In the event that the absence is for medical reasons and the teacher is under a doctor's care, and if the leave has been in excess of three (3) consecutive school days, or in the event there are questionable absences on the part of an

individual teacher, the District may request certification from a qualified physician substantiating the need for such absence and that the teacher is able to return to duty. The District shall consult with the teacher's administrator before asking for such certification.

L. Short-term leaves-of-absence for personal business are to be requested through the District's designated system. Such requests must be submitted in advance, except in cases of emergency when they may be submitted ex post facto. Such leaves may be approved by the building principal or the appropriate administrator. When possible, the District will honor the teacher's request for a particular substitute.

M. Short-term leaves-of-absence for personal business are of many types. Each is listed below with the limitations as to the number of days for each such instance. Not less than one-half (1/2) day shall be deducted for such short-term leaves. Immediate family definition is to include: mother, father, child, brother, sister, spouse, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandchildren and grandparents (even if not living in the household), and any family member living in the household.

1. Illness

   a. Teacher - individual leave bank

   b. Serious illness in the teacher's immediate family and immediate household - up to thirty (30) days per school year (Serious illness is defined as: associated with acute illness with questionable prognosis; vital signs may be unstable and/or not within normal limits; patient has chance for improved prognosis.) The District shall have the right to request and receive verification of the serious illness.

2. Death

   a. Immediate family, as defined above - up to five (5) days

   b. Non-immediate family - up to three (3) days

   c. Close personal friend - one (1) day

3. Routine Medical Attention: Where necessary dental or medical attention, including routine medical examination, cannot be scheduled outside of school time, the required time shall be allowed. This shall include physical examination for selective service purposes.

4. Other absences as permitted under the Earned Sick Time Act up to the amount accrued under the law.

5. Graduation

   a. Teacher - one (1) day in Michigan, up to three (3) days out of Michigan

   b. Spouse, son or daughter - same as teacher

6. Required Appearance

   a. Court appearances not related to work. In the event an employee is summoned or subpoenaed to appear in court on a non-work-related matter, the employee may use personal business time, sick time if personal business time is exhausted, or the employee may choose to be unpaid for this time.

b. Income tax investigation - one (1) day. The employee may use personal business time, sick time if personal business time is exhausted, or the employee may choose to be unpaid for this time.

c. An employee's education appointments with colleges or universities which cannot be scheduled on other than school time and the teacher's educational or professional program is concerned - one (1) day per occurrence.

7. Household Emergency - one (1) day per occurrence. (An emergency is a situation of such a nature that previous knowledge of the problem was lacking, that involves a threat to life or significant property damage, that needs to be addressed immediately, and to the extent that arrangements to handle the problem could not be handled in advance of the emergency).This would include, but not be limited to, unexpected cancellations of airline flights, provided that teachers are able to provide documentation that the flight cancellation was beyond their control. The District may request additional information or documentation to verify the emergency.

8. For services on governmental boards as an official who has been publicly elected or appointed to fill a publicly elected position, not more than six (6) days per school year. If compensation is paid for such board service, the amount of such daily compensation shall be deducted from the teacher's pay, but, in that event, leave time shall be deducted in proportion to the daily amount paid by the District.

9. Personal Business: The District shall provide each teacher with five (5) non-cumulative personal leave days each school year. Use of such leave shall be charged to the teacher's individual leave bank. The teacher planning to use such a day shall notify his/her principal at least one (1) day in advance by submitting through the District's designated system. In an emergency, the one (1) day advance notification and submission will be waived, but notification must be carried out.

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

   a. No more than three (3) personal days may be taken consecutively.

   b. The day may not be used for Association activities or to seek other employment.

   c. Except as provided in paragraph d, the day may not be used on a day immediately preceding or following a holiday or vacation period. This restriction will be waived if the personal business day is to be used for marriage of the teacher or immediate family, moving or closing of a mortgage.

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

   e. One personal day may be taken immediately preceding or following a break by utilizing the lottery drawing. Requests for these days must be submitted to Human Resources no later than September thirtieth (30th) to be entered into the drawing if requests are over twenty (20). The drawing will be completed within ten (10) business days with PHEA representation present to witness the drawing. Remaining names will be placed on a waiting list should cancellations occur. This does not apply to cancellations within five (5) work days of the requested date. Thereafter, remaining slots will be approved based on order of receipt. Requests will not be received after November first (1st). At the date of the personal day, the teacher must have a personal day remaining in their leave bank or the

day will be forfeited.

N. A leave of absence with pay not chargeable against the teacher's individual leave bank shall be granted for the following reasons:

1. Bereavement:

   a. Up to three (3) days for mother, father, mother-in-law, father-in-law, brother, sister, child, spouse. These days are included in, not in addition to, M.2 above.

   b. Up to one (1) day for grandparent, grandchild, son-in-law, daughter-in-law and any family member living in the household. These days are included in, not in addition to, M.2. above.

2. Communicable Diseases: An absence due to an outbreak in the teacher's school building of mumps, measles, scarlet fever, chicken pox, conjunctivitis, scabies or lice with a doctor's note.

3. Required Appearance

   a. Court by subpoena or summons – work-related: In the event an employee is subpoenaed or summoned to appear in court on a work-related matter, a special paid leave of absence, not to be deducted from the employee's accumulated leave, may be granted for that purpose, provided he/she presents the court order, subpoena or summons, if one is issued, to Human Resources as far in advance as possible. He/she shall be at work at all reasonable hours when not required at court.

   b. Court if subpoena or summons to appear for a student-related matter, the employee must contact the Assistant Superintendent upon receipt of the subpoena. The Human Resources Department will assist the employee to assure compliance with all laws and regulations related to student information. Failure to seek guidance may lead to disciplinary action if violations of laws and regulations occur. Absence not to be deducted from employee's accumulated leave time.

4. Jury Duty: Any teacher called for jury duty will cooperate fully with the administration in requesting excuse or deferment until after the end of the school year. If excuse or deferment is denied and the teacher is required to serve during the school year, the teacher will be paid the difference between jury pay and his/her regular salary. Time spent on jury duty will not be deducted from the teacher's individual leave bank.

O. When extenuating circumstances exist a teacher may request exceptions to the above listed limits. Such a request must be submitted to the Superintendent in writing with explanation as to the extenuating circumstances and amount of time requested. Such an extension is granted at the discretion of the Superintendent and is not subject to the grievance procedure.

P. The Association and the District will join in a cooperative effort to reduce the number of leave days expended in this provision. This is on the condition that all other bargaining units in the District agree to this same effort.

Long Term Leaves

Q. Long term leaves of absence for the reasons stated in this section of up to one (1) year,become available to teachers upon attaining tenure status subject to Superintendent approval. These absences may extend up to one (1) school year with Superintendent approval. Additional leaves may be requested, but approval will be at the option of the Board. The foregoing shall not apply to maternity/paternity and adoptive leaves which are covered within this article.

Such leaves may be granted by the Superintendent upon written application, with supporting documentation when required by the District, to the Human Resources Department.

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

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

For teachers returning from a renewed leave of absence, placement for the returning teacher will be given priority over teacher interns, new applicants or permanent substitutes. Leaves of absence under this section shall run concurrently with any available leave under state and federal law.

1. Extended Emergency Leave: An extended emergency leave-of-absence for the remainder of the school year in which taken may be granted when circumstances beyond the control of the teacher requires such leave. No increment credit is allowed. There shall be a limit of two (2) renewals.

2. Extended Illness: Request for leaves-of-absence due to extended personal illness may be initiated by the teacher, or by the Superintendent for the teacher, where extended medically certified physical or mental illness precludes performance of assigned duties. The teacher must present sufficient medical documentation to support the need for an extended illness leave of absence. Such leaves shall be granted for a maximum of one (1) year after all accumulated leave has been used. No increment credit is allowed during the leave. Assistance shall be provided in the obtaining of a disability retirement under the Michigan Public School Employees' Retirement Fund or the Federal Insurance Contributions Act where the teacher is eligible for such benefits and desires to apply for disability retirement.

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

   a. If there has been a layoff of staff during the teacher's leave and the teacher would have been laid-off but for being on leave, the teacher shall be placed on the Recall List according to the position he/she would have held but for being on leave.

   b. If a staff reduction is anticipated, the teacher must notify the District in writing by April fifteenth (15th) of his/her intent to return the ensuing school year. If such notice is not received, the teacher shall be placed on the existing Recall List.

   c. If there are no teachers on layoff at the time the teacher returns, the teacher shall be placed in his/her previous position or another position for which he/she is qualified at the option of the District. If neither of such positions are available, he/she shall be placed in the first open position for which he/she is qualified.

3. Leaves-of-absence to accept other employment are restricted to certain categories of other employment, such as military duty, overseas teaching, Peace Corps, political office, or a temporary assignment with some governmental agency or institution of higher learning. Each request of this type of a leave must be accompanied by some evidence of the nature and duration of the employment. An original leave for military service shall be for the duration of the service as indicated in the supporting evidence. All other categories of leave under this paragraph shall be for the duration of employment as indicated in the supporting evidence and for the remainder of that semester, except that the teacher shall be given first opportunity to substitute at daily substitute rates, or after sixty (60) days in one specific assignment as provided by this Agreement. Increment credit shall be granted for these leaves.

4. The parties recognize the obligations of the District in complying with, and administering the Uniformed Services Employment and Reemployment Rights Act or any other applicable law relating to military service.

5. Maternity/Paternity Leave and Adoptive Leave

   a. Request for a maternity or paternity leave of absence by a teacher shall be made at least six (6) months prior to the expected birth of the child. Medical certification of the pregnancy is required.

      A maternity or paternity leave shall begin on a date mutually agreed upon by the teacher, her physician, and the District and shall run concurrently with any available leave under state and federal law. The maternity/paternity leave following the birth of the child may be for up to one (1) year. A teacher who indicates in writing, prior to the birth of a child, an interest in returning to duty within sixty (60) calendar days following the birth of the child shall be assured that her/his teaching position will be available to her/him upon her/his return within, but not exceeding, the sixty (60) calendar days. A teacher wishing to have the maternity/paternity leave extended beyond the sixty (60) calendar days, up to a year, will be able to return to a comparable position. If the termination date of the leave falls within a semester the teacher will return to a comparable assignment at the beginning of the next semester. In all instances the teacher must give written notice to the Human Resources Department at least sixty (60) calendar days prior to the date she desires to return.

   b. Leave days may be used for only that portion of a maternity leave resulting from disability due to pregnancy, childbirth or the medical complications therefrom. Any teacher failing to return to work within forty-five (45) days from the date of delivery of the child and claiming continued disability shall provide the District with a physician's statement that the teacher is unable to return to work because of medical disability. This disability shall be treated as a personal illness. If no physician's statement is furnished, leave days may not be used for the maternity leave after that date

   c. An adoptive leave for up to one (1) year shall be allowed and shall run concurrently with any available leave under state and federal law.

   d. Teachers may request up to two (2) renewals for maternity/paternity and adoptive leaves. Approval of a renewal is within the Superintendent's sole discretion and is not subject to the grievance procedure.Teachers wishing to return from such a renewal will be able to return to duty contingent upon the availability of a position for which the teacher is qualified. Placement for a teacher returning from a renewal of maternity/paternity or adoptive leave will be done in accordance with the Family Medical Leave Act. The Family Medical Leave Act of 1993 (FMLA) provides up to twelve (12) weeks of job protected leave to "eligible" employees for certain family and medical reasons. Upon return from FMLA, a teacher will return to the same or equivalent position.

e. Increment and seniority credit shall be granted if a person has served at least the equivalent of ninety (90) duty days of the school year in which the original maternity/paternity or adoptive leave is taken.

f. The District agrees to hold the Association harmless from liability resulting to the Association for a claim against it for denial of use of sick leave for maternity/paternity reasons.

6. A Leave of Absence for a period of either one (1) semester or one (1) year, without pay or pay benefits, may be granted after consultation to any teacher upon application for the teacher's personal use. No increment credit or seniority shall be allowed. The teacher may request one (1) renewal of a Personal Leave. Approval of the renewal is within the Superintendent's sole discretion and is not subject to the grievance procedure.

ASSOCIATION LEAVE

R. Association Business Leave: The employer shall provide to the Association eighty-five (85) days per school year of released time for the handling of Association business as deemed appropriate by the Association President. The first fifty (50) such days are to be at District cost and up to thirty-five (35) additional days will be provided with the Association reimbursing the District the actual substitute cost for each additional day used. Requests for Association business days will be made through the district designated system. The Association shall reimburse the District on a current basis those sums paid to the Office of Retirement Services for Association release time.

S. The President of the Port Huron Education Association or any tenure teacher elected President or Vice-President of the Michigan Education Association or the National Education Association shall, upon written request, be granted a leave-of-absence for up to two (2) years. At the discretion of the Superintendent of Schools, similar leaves shall be granted to teachers to serve as officers of other professional organizations.

In the event that a teacher receives compensation for serving as President of a professional organization while on leave from the District, he/she may personally reimburse, or cause the District to be reimbursed, and have such reimbursement paid to him/her through the District in order to protect his/her retirement rights and benefits. Increment credit shall be allowed.

T. A leave-of-absence shall be granted to any tenure teacher upon application for service on the staff of the Port Huron Education Association, the Michigan Education Association or the National Education Association. Such leaves shall be limited to two (2) years. Increment credit shall be allowed.

U. All requests for return from leave, and notice of teacher placement by position, shall be made in writing by the teacher and the Human Resources Department.

SICK LEAVE BANK

V. The District agrees to establish a Sick Leave Bank. The Board of Education will place four hundred (400) days in the bank at the beginning of each school year. The primary purpose of the sick bank

is to protect employees' earning power during periods of protracted and unavoidable absence due to his/her incapacity to perform the responsibilities of their assignment.

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

1. In the event that a teacher has exhausted his/her individual sick leave bank to a level of ten (10) days and is certified by a physician to have a personal illness, injury, or disability, the teacher may apply to the Human Resources Office for benefits from the Sick Leave Bank.

2. The first twenty (20) duty days of a disability will not be covered by the Sick Bank, but must be covered by the person's own accumulated sick leave (until accumulated leave is exhausted to a level of ten (10) days). Members who do not have accumulated sick leave to use will be placed on unpaid medical leave until the waiting period is completed. Sick leave days that are clearly identified by the physician as related to the same disability and are within a one-year window will count toward the fulfillment of the 20-duty-day waiting period.

3. Sick Leave Bank cannot be used during layoff or other non-compensated leaves.

4. Elective surgery does not qualify for the Sick Leave Bank.

5. During such leave the District agrees to continue and maintain all of the health and other fringe benefits to the extent permitted by the insurance carrier.

6. As soon as the waiting period for long-term disability has expired, and the teacher has qualified for LTD benefits, he/she shall no longer be eligible to draw benefits from this bank.

7. When a teacher has provided certification by a physician, notified the Human Resources Office, exhausted his/her individual leave bank and/or has fulfilled the waiting period of twenty (20) duty days, the teacher shall be eligible to draw days from the Bank. The Sick Leave Bank benefits will be paid beginning the day after the teacher has exhausted her/his individual sick leave and/or has completed the twenty (20) duty day waiting period, as provided in Article III, V., 2. The teacher may be eligible to apply to the Sick Leave Bank for coverage the greater of the remaining school days of his/her disabling illness or injury, or until the waiting period for long-term disability insurance provided for in this agreement has expired.

W. Retirement Incentive/Leave Payout at Retirement

When a Teacher retires from the School District and makes application to draw retirement under MPSERS, the District will make a payment to said retiring Teacher on or before the close of the month following the Teacher's MPSERS retirement date of that Teacher's accumulated sick leave pursuant to the following schedule:

Accumulated Sick Leave

90 or more days	$30 per day
70 days to 89.9 days	$28 per day
50 days to 69.9 days	$25 per day

In order to receive the payment, the teacher shall not use more than thirty (30) days of paid or unpaid leave in the final year. The teacher must notify the District in writing by March first (1st), for retirement at the end of the school year, or ninety (90) days before the retirement date if at any other time during the school year.

ARTICLE IV

GRIEVANCE PROCEDURES

A. The primary purpose of these procedures shall be to secure equitable solutions to all grievances in an orderly and expeditious manner. Every effort shall be made to secure equitable solutions at the earliest possible step of the procedures.

B. The teacher, or the teacher and the Association Representative, or the Association Representative only, shall be encouraged to discuss complaints with the building principal or line administrator before using the grievance procedure. This discussion will include the nature of the complaint and identification of the complainant. In those instances where the complaint involves another administrator, the teacher may talk to that administrator, but his/her building principal shall be kept informed. These discussions about the complaint shall in no way cause the teacher to forfeit his/her use of the grievance procedure except that both the complaint and the filing of a grievance, where used, shall be completed within fifteen (15) days of the occurrence of the problem concerned. The Association, through the Professional Action Committee (PAC), is also encouraged to discuss complaints with the Superintendent or his/her designee before using the grievance procedure. The complaint shall not become a matter of record.

C. The teacher may file a grievance as an individual or jointly with the Association. Representation of the teacher by any officer, agent or representative of organizations other than the Association is not permitted. The teacher shall be provided with written copies of all determinations. A final written determination of a formal grievance shall become a part of the teacher's personnel file and shall be destroyed seven (7) years after the end of the teacher's employment. All other records relative to grievance proceedings shall be filed separately from the teacher's personnel file.

D. The Association, in any grievance proceedings, shall have the right to represent any teacher upon the request of the teacher. The Association shall be present at any formal grievance hearing whether representing the teacher or not. The Association shall have the right to file and process a grievance.

E. The District shall provide all necessary forms for the processing of grievances. Attachment A is the current grievance form, but such form may be revised, within the context of the grievance procedures, by the District in consultation with the Association. Copies of all determinations shall be provided to the teacher and the Association.

F. In order to preserve confidentiality, all hearings shall be conducted in private. Records and/or information necessary to the processing of a grievance shall be made available to the teacher and the Association. A grievance may be withdrawn at any step of the procedure without prejudice, but all grievances shall be processed through all steps in the sequence and manner indicated herein.

G. No terms shall be added to or subtracted from this Agreement, nor any provision changed, by the grievance procedure.

H. The Association agrees that the following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:

1. Any matter dealing with the rights of tenure teachers pursuant to the Michigan Teachers' Tenure Act, which is within the jurisdiction of the State Tenure Commission for appeal and/or requiring a hearing before the Board of Education.

2. The discipline, discharge, or failure to re-employ any probationary teacher.

3. The termination of services or failure to re-employ any teacher to a position on the extra-duty schedule.

4. Any matter that is a prohibited or illegal subject of bargaining.

5. Any matter expressly removed by the grievance procedure under the terms of this Agreement

I. Time limits in this Article may be extended by mutual consent of the District and the teacher or the Association. Should a teacher of the Association fail to institute a grievance within the time limits specified, the grievance will not be prosecuted and shall be considered withdrawn. Should a teacher or the Association fail to appeal a decision within the time limits specified, or should a teacher leave the employ of the Board (except a claim involving a remedy directly benefiting the grievant regardless of his employment), all further proceedings on the previously instituted grievance shall be barred, and the grievance shall be considered withdrawn.

J. If the grievance is filed on or after May fifteenth (15th), every effort shall be made to process the grievance prior to the close of the school year.

K. In the event that the Administration recommends to the Board of Education the non-renewal of a contract for probationary teachers, the teacher involved shall be advised in writing when the matter will go to the Board of Education and informed that the Board of Education meeting is his/her opportunity to address the Board on this matter if he/she so chooses. Such hearing shall be public or private at the option of the teacher. A teacher may be represented by the Association or an attorney. The teacher also retains the right to appeal to the grievance procedure up to but not including arbitration.

L. Definitions:

1. A grievance is defined as a claim by a teacher, group of teachers, or the Association that there has been a violation, misinterpretation, or misapplication of a specific Article and Section of the Agreement.

2. The "aggrieved person" is the teacher making the claim.

3. The term "teacher" includes any individual or group of individuals, represented by the Association, or the Association itself.

4. A “determination” shall be the decision of the District representative at steps one (1) and two (2) of the procedure.

M. Written grievances must provide all information set forth in the grievance form at Attachment A.

N. Any written grievance not substantially in accordance with the above requirements may be rejected by the Administration as improper; and, any written grievance not substantially in accordance with the above requirements shall be rejected by the Association as improper and shall not be pursued by the Association nor the grievant. Such rejection shall not extend the limitations hereinafter set forth.

O. Step 1

This is a professional step taken informally by the individual teacher and/or the Association Representative through meeting with the principal or line administrator to discuss a grievance. A written request shall be made within fifteen (15) school days of the alleged grievance. (The fifteen (15) days will be considered to include any attempt to handle on a complaint basis.) This meeting shall take place within five (5) school days of the request for the meeting. A determination shall be made by the principal or line administrator within five (5) school days of the hearing.

Step 2

Appeals of determinations from Step 1 shall be submitted in writing by the teacher or Association to the Superintendent of Schools within five (5) school days of the receipt of the Step 1 determination. Within five (5) school days of receipt of the appeal, the Superintendent or his/her designee shall cause to be held the necessary hearing and shall issue a written determination within five (5) school days following the hearing.

Step 3

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

P. Arbitration proceedings:

1. Demand for arbitration

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

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

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

2. Powers of Arbitrator

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

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

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

iii) The arbitrator shall have no power to:

a) Rule on the termination of services of or failure to re-employ any probationary teacher.

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

c) Review the termination of services or failure to renew the employment of any teacher to a duty contained in the extra pay for extra duty schedule nor hear any grievance previously barred from the scope of the grievance procedure.

d) Review any claim or complaint for which there is another remedial procedure or forum established by law or regulation having the force of law.

e) Award damages that are not specifically covered in this Agreement.

f) Review matters removed from arbitration under the terms of this agreement..

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

v) The arbitrator shall have power to make monetary awards, but not to award monetary damages.

vi) In rendering decisions, he/she shall give full recognition to the responsibilities of the Board as indicated in this contract, which establishes the District's rights, powers and authority as that exercised or had by it prior to the date of this Agreement. The arbitrator's decision shall be consistent with the rights reserved to the District by this provision.

vii) If the arbitrability of any grievance under the terms of this Agreement is disputed, or if either party alleges that the other has failed to comply with the grievance or arbitration procedure, the arbitrator shall first rule on the question of arbitrability or procedure. Should he/she determine that the grievance is not arbitrable, it shall be referred back to

the parties without decision of recommendation as to its merits.

b. Although the arbitrator may cite case law in making his/her award he/she shall have no power to interpret State and/or Federal Law, to hear any matters involving constitutional rights or to render any provisions of this Agreement inapplicable by reason thereof.

c. The arbitrator's decision shall be submitted in writing and shall set forth his/her findings and conclusions with respect to the issue submitted to arbitration.

d. There shall be no appeal from an Arbitrator's decision if within the scope of his/her authority as set forth herein, and it shall be final and binding on the Association members of the bargaining unit, the teacher or teachers involved and the District.

3. Applicability and Duration

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

4. Fees and Expenses

a. The Arbitrator's fees and expenses, the cost of any hearing room and the cost of a reporter, shall be borne equally by the parties.

b. All other costs and expenses shall be borne by the party incurring them. The expenses and compensation of any witness or participant attending the arbitration proceeding shall be paid by the party calling such witness or requesting such participation.

c. Paid leave time shall be provided any employee of the District who is called to testify at an arbitration hearing with no deduction from leave bank.

Q. Grievances concerning the following shall not proceed past Step Two (2) of the grievance procedure:

Individual grievances not appealed by the Association.

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

Preamble and Article X

R. Retroactivity

1. Such claims as salary or fringe benefits shall not be valid for a period prior to the date the grievance was first filed in writing unless the circumstances of the case are such that the individual or Association was not aware of the error. In no case will claims by the individual or Association or District be valid for more than one (1) year prior to the date of discovery or the fiscal year in which the claim was discovered, whichever is earlier.

2. No decision in any one case shall require a retroactive adjustment in any other case.

3. Where no monetary loss has been caused by the action of the District complained of, the

District shall be under no obligation to make monetary adjustment.

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

ARTICLE V

TEACHING LOAD AND CONDITIONS

A. Recognizing that the teacher must assume professional duties which do not necessarily fall within classroom responsibilities, the District and the Association accept the principle that these duties are a professional responsibility of the teacher. Teachers are required to attend all meetings, unless they are absent for the school day. If a teacher is unable to attend, they should communicate with the principal ahead of time. Teachers are limited to no more than one unexcused absence, which is an absence not communicated ahead of time or not based on good reason (Medical, Personal or Family Emergency, etc.). The teacher is responsible for seeking out missed content if missing a meeting. Unexcused absence shall be defined as an absence not reported to the principal or not based on good reason. These responsibilities include:

1. Elementary building meetings will be held on the first Tuesday, Middle schools on the first Wednesday, and High schools on the first Thursday, September through June. If there is no school scheduled on the first Tuesday, Wednesday or Thursday of the month, the meeting will be held on the second Tuesday, Wednesday or Thursday of the month. These meetings will be held before or after school as determined by mutual agreement of the principal and the Building Procedures Council. Meetings will be an hour in length.

2. District-wide departmental meetings (art, music, physical education, vocational education, special education) may be called on the fourth Tuesday of the month. No teacher will be expected to attend more than three (3) of these meetings per year.

3. Parent-Teacher conferences or consultations (arranged by teacher)

4. Compensated extra-curricular activities

5. Assigned non-teaching responsibilities during the school day

B. When the District calls curriculum or departmental meetings, they shall be limited to and fall on the stated days. Once established the committee may determine meeting times other than those specified. The above meetings, as specified, shall occur only when necessary. The Agenda for 1 meeting per month shall be developed by the principal in consultation with the Building Procedures Council.

C. In-service meetings may be scheduled during the school day. In-service meetings after the school day shall be voluntary. The District and the Association encourage teachers to attend the voluntary sessions. This provision is not intended and does not supersede the meetings set forth above. When scheduled, in-service after the school day shall be held on Tuesday.

D. Building principals may schedule one (1) evening open house. Building-wide Parent-Teacher conferences or Open Houses held in the evening shall be limited to no more than three (3) in one year. When either of the above types of meeting is arranged, teachers will receive compensatory time off through early dismissal on the day involved or another day as agreed upon.

E. Teachers shall be encouraged to attend meetings of active and on-going Parent-Teacher groups.

F. The District, when making major changes within the assigned work week of teachers in a given building or area, shall notify the Association in writing of the proposed change ten (10) days prior to the change being implemented. In the event the change involves lengthening the duty time worked, mutual agreement must be reached prior to implementation, unless the change is for the purpose of meeting the hours set forth in Section 1284(1) of the Revised School Code. Prior to implementing any change, the District and the Association will meet in an effort to reach an agreement. In the event of an emergency the ten (10) days' notice may be waived by the parties.

G. No teacher shall be required to report for duty earlier than fifteen (15) minutes before the opening of the pupils' regular class day, or five (5) minutes before the first entrance bell, whichever is earlier. Teachers shall be permitted to leave fifteen (15) minutes after the close of the pupils' regular class day; unless a professional responsibility is assigned as set forth in Section A of the Article. On Fridays or days preceding holidays or vacations, the teachers' day shall end at the close of the pupils' day necessary deviations because of bus schedules shall be permitted.

H.

1. Teachers in grades seven (7) through twelve (12) shall not be required to teach more than two, supervised study, or activity periods, and five (5) preparation periods. Should the need arise to change the teaching load at either the middle schools or the high schools, the District and the Association shall meet to discuss the proposed changes.

   The normal weekly teaching load in the elementary school shall include an average minimum of two hundred twenty-five (225) minutes of preparation time per week.

   Preparation time for art, music, physical education or other certified staff who provide specials for elementary students, shall be provided by the District in blocks of time no less than fifteen (15) minutes and up to forty-five (45) minutes daily. The prep time will not include travel time

from classroom to classroom or building to building.

Class size for all elementary specialists shall not exceed maximums as set forth in this article of the Professional Agreement.

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

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

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

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

	Prior to School	Following Close of School
Counselors	up to five (5)	up to five (5)
Social Workers	up to five (5)	up to five (5)
Psychologists	up to five (5)	up to five (5)
Media Specialists	up to five (5)	up to five (5)
Work Based Learning Coordinators	up to five (5)	up to five (5)
Teacher Consultants	up to five (5)	up to five (5)
Elementary Resource Room	up to three (3)	
Secondary Resource Room	up to three (3)	

Those members in each classification other than Co-op Coordinators who are less than full-time in that classification shall be called in pro-rata based on their daily schedule. Co-op Coordinators will be called in pro-rata based on their daily schedule. After a classification of personnel has worked three (3) days prior to the opening of school or following the closing of school the District has the right to require individual classifications within individual buildings to work up to five (5) additional days if notified in accord with the above dates.

4. a. The normal workload of an elementary art, music, physical education, technology specialists or other certified staff who provide preparation time for classroom teachers will be up to thirty (30) contacts/class periods per week. Additional assignments within the duty day beyond thirty (30) contacts/class periods per week will be determined by building

administration for the purposes of student support. Additional assignments will not require specialized training, preparation, or grading. The thirty (30) contacts per week will be assigned in no more than three (3) buildings. The District and the Association shall meet to discuss the specialist schedule, should the need arise to schedule a specialist at more than three (3) buildings per week.

b. The number of contacts per week for elementary art, music, physical education teachers or other specialized certified staff shall be determined by the Director of Human Resources or his/her designee. The normal work load of elementary art, music, physical education teachers or other specialized certified staff shall include passing time between classroom contacts and travel time between school buildings.

I. Class Size and Split Grades

1. Class Size

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

	2025-26	2026-27	2027-28
a. Elementary			
Four-Year-Old	State Licensing		
Kindergarten	26	25	23
1 – 3	28	27	26
4 – 5	30	29	27
b. Middle School			
General Education, Art	32	31	29
Middle School: Choir/Band	220 Daily Max		
Physical Education	42	42	42
c. High School			
General Education	33	32	30
High School: Choir/Band	255 Daily Max		
Physical Education	42	42	42

d. Special Education

Special education caseloads will comply with the current federal/state guidelines, including any deviations allowed in the county plan.

A speech pathologist assigned to the Early Childhood Assessment Clinic will carry 80% of the allowable caseload per the current federal/state guidelines, including any deviations allowed in the county plan.

e. Counselors 375

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

i) The teacher or association representative shall communicate, in writing, to his/her building principal or program director, the relief sought in an attempt to resolve the matter.

ii) The administrator shall attempt to resolve the alleged adverse conditions within five (5) working days after receipt of written request.

iii) In reviewing a class size concern, the administrator shall consider the following: Number of students in each class; number of size of classroom or facility, number of students mainstreamed and type and degree of disability, instructional materials and equipment available, nature of subject and skills taught, i.e. basic or enrichment and availability of instructional support staff.

iv) The administrator shall report to the teacher a solution from the alternatives listed below:

a) Assignment of a paraprofessional
b) Reassignment of a student(s)
c) Assignment to another classroom in the building
d) Compensation as outlined in this article
e) Any other mutually acceptable solution

v) Nothing shall prevent any employee, upon mutual written agreement of the employee and the immediate supervisor, from accepting additional students.

vi) If a paraprofessional is placed in a class as a result of it exceeding the maxima, the paraprofessional may be removed in the event the class size falls below the maxima. The paraprofessional will not be removed in less than five (5) school days without the consent of the teacher.

vii) If any K-12 teacher's caseload exceeds the maximum permissible per the contract, the teacher may be compensated as stated below. Upon administrator approval of compensation as the resolution to the overload, the amount will be prorated from the date of the teacher request. This amount shall be prorated for reductions in overages at any time during the semester. Payment will be made at the end of the semester.

a) Elementary: $550 per student per semester
b) Itinerants: $25 per student per semester per contact hour
c) Secondary: $100 per student per semester per hour

d) In the event of temporary overage due to a posted vacancy or staff leave, the affected speech pathologist or special education teacher will be compensated consistent with the regular education teachers at the grade level to which the student is assigned.

viii) For instruction requiring specialized facilities, the available work stations shall control when that number is less than those provided above.

ix) The addition of a paraprofessional, compensation or any other mutually acceptable solution will not allow maxima to be exceeded by more than three (3) students. Safety will be taken into account when making decisions of allowing overloads in the classroom.

2. There shall be no split classes.

3. The building principal will review the distribution in assignment of certified special education students and Section 504 eligible students throughout the school (grade levels and content areas). Providing the student with a free appropriate public education and the student's disabling condition will be considered in the assignment. Every effort will be made to evenly distribute students of varying abilities amongst teachers. Co-taught classrooms are the exception with certified special education students.

   Elementary (K-5): When a student is certified and placed through an IEPC into a special program and is mainstreamed into the regular elementary classroom, the following factors shall be used for the determination of class size. This does not apply to itinerant services or to art, music and physical education classes.

   The District maximum for students with disabilities in a general education classroom, when the disability has a direct impact on the student's ability to meet the expectations of the course, is twelve (12) students, unless the class is co-taught in which event the maximum will be 50% of the total number of students in the classroom, these numbers/percentages will be exceeded only if no other existing classrooms and/or reasonable alternatives are available. These numbers/percentages do not apply to intervention classes or pilot programs.

   a. If the number exceeds twelve (12) students for one classroom teacher / 50% for co-taught, the teacher may bring this matter to their building administrator. The building administrator will study the matter and reasonable efforts will be made to balance the demands, number, and needs of students with disabilities.

      If the matter cannot reach resolution internally, the teacher and/or building administrator may request a formal review with the Human Resources Director and the Director of Special Education. This request will be made through the Human Resources Department office. The request must be accompanied by the submission of data outlining the specific circumstances. The disposition will be communicated within three (3) work days

   b. Both the sending and receiving teachers shall be involved in the IEPC meetings whenever a change in the student's status is necessary, if possible, without cost to the District

   c. Class size adjustments due to mainstreaming shall occur at the beginning of the semester for a semester course and at the beginning of the year for a yearly course. Students who, prior to the beginning of the semester or year, have been identified as belonging in one of the Special Programs shall have their mainstreaming schedule established prior to the start

of each semester or year in order that the above class size determination adjustments may be made.

d. Should a situation arise in which a classroom teacher feels the integration of a student is inappropriate, the building administrator shall consult with the regular education and special education teachers.

e. The District shall provide every member of the staff with a list of special education students, 504 students and behavior support plan students for which the teacher provides instruction denoting the caseload teacher. The teacher will be notified when a special education student is added during the year.

f. The Association shall be provided a copy of any request made by the District for a deviation of Special Education rules and/or regulations at the time for which such request is applied.

4. Beginning with student placement for the 2026-27 school year, the District will not accept specific teacher requests for students. Parents may express a desire for one particular teaching style for their child, which may be taken into consideration if submitted in writing. Principals, classroom teachers, interventionists and any other support personnel deemed appropriate shall work together to develop classrooms that are well balanced and reflect environments optimal for the success of both teachers and students.

J. Record Keeping

1. Teachers will record and maintain accurate student attendance records. The District may promulgate and enforce reasonable policies to direct its workforce accordingly.

2. Teachers will timely prepare and submit reports and forms as needed to obtain State or Federal funds, grants, entitlements and the like, including but not limited to, Medicaid reimbursement forms and Professional Staff Development documentation, as directed or required.

3. Special Education teachers will prepare and submit reports and forms in a timely manner to provide students and/or their parents/guardians with Individualized Education Programs as directed or required. Regular Education teachers will provide required input for completion of forms.

4. Teachers will make information available and readily accessible to parents/guardians, including, but not limited to, through the District's designated student information system.

5. Teachers assume the professional responsibility of completing grades and updating records by the timeline established by the District. Teachers may choose to complete such work, on the records day(s) identified in the calendar, in their building or at a location of their choosing. It is understood teachers must be able to make themselves available in a timely manner should their building administrator request their presence.

6. Teachers will track accommodations using a tool which is collaboratively designed by the district and the association.

K. The District recognizes the necessity of keeping schools reasonably and properly equipped and maintained within the established budget. The District further recognizes its responsibility to

maintain schools in a safe and sanitary condition and will consult with other responsible officials when necessary to achieve this end. Teachers and children shall not be required to work and study under unsafe or unsanitary conditions when so determined by such responsible officials or the school Superintendent.

L. Physical Facilities

1. The District will make available lunchroom and restroom facilities exclusively for teacher use in each school; and at least one room, appropriately furnished, which shall be reserved for use as a staff workroom in each school. Provisions for such facilities should be provided in each new school building. Teachers shall have access to a telephone from which they may make or receive confidential calls.

   a. Any outside organizations and/or vendors are strictly prohibited from being present in the staff lunchroom during the teacher duty day. This includes, but is not limited to, financial institutions, investment groups and local businesses. Individuals representing the Port Huron Education Association, Michigan Education Association, and National Education Association are not deemed outside organizations and are excluded from this provision.

2.
   a. The District recognizes that all buildings should have work space apart from teachers' lounge(s) for the use of the building staff. This space should include sufficient work tables or desks and chairs. Each building principal in consultation with his/her Building Procedures Council will survey his/her building facilities and develop plans for the establishment of this work space.

   b. Any classroom which is hereafter temporarily unused will, in those buildings that do not provide staff workrooms and/or staff lounges as provided for in this Agreement, be used for those purposes until such time as the District requires the room to be used as a classroom.

   c. The District may, in those buildings which comply with the language stated above in the first paragraph of Article V, K., permit such temporarily unused classrooms to be available for teacher workrooms, special services rooms or lounges. In the event such a room is established it shall continue until it is required as a classroom, or room used for other instructional purposes.

3. Vending machines shall be installed in the staff workroom at the request of the Association. The proceeds shall be used at the discretion of the professional staff of the building. The building principal shall determine location, operation and maintenance of the vending machines.

4.
   a. The District shall provide a separate desk for each bargaining unit member if requested and if a desk and appropriate space is available.

   b. All Special Services Personnel shall be assigned a desk and file storage for the performance of their duties, either at the Special Education Headquarters or at the school which they service which is closest to the Special Education Headquarters, or in another mutually acceptable building.

   c. If a staff member is not initially provided a desk and file storage as herein required, a request for the assignment of such equipment must be made through his/her immediate supervisor and an opportunity afforded to provide the equipment before the failure of such

provision may be grieved.

d. All Special Services Personnel shall have access to a telephone for job-related communications which protects the confidentiality of such communications, either at the Special Education Headquarters or at a school which they service. They shall also have access to a room with appropriate facilities to carry out their responsibilities with individuals or groups of students or parents in buildings which they service, if possible.

e. Every effort will be made by building administrators to notify teachers that their classrooms will be used for after school activities. Teachers may request that an alternate classroom be provided for the activity if use of his/her classroom proves to be inconvenient.

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

M. Student Discipline

1. Student discipline is the mutual responsibility of the teachers and the building administrator. Classroom discipline is basically the responsibility of the teacher. The District will implement and maintain effective student discipline policies, procedures, and rules for the purpose of achieving a top educational environment for all students to learn while in accordance with applicable legislation. Classroom discipline and building discipline exercised in accordance with District policies, procedures, and rules shall be given full support and assistance by the District. Except in emergencies, it is expected that classroom teachers will utilize all administrative and consultant assistance as well as student services so that every effort is made to provide an education for all children, including the reluctant and the less able, prior to excluding a child from school.

2. The District believes that a staff member should be able to work in an environment free of threatening speech or actions. Threatening behavior consisting of any words or deeds that intimidate a staff member or cause anxiety concerning his/her physical and/or psychological well-being is strictly forbidden. Consistent with legal requirements, any student who is found to have threatened a teacher shall be subject to discipline and/or reported to the authorities.

3. A teacher may temporarily send a student to the appropriate building administrative office when, in the judgment of the teacher, the conduct of the student makes his/her continued presence in the classroom intolerable. The teacher shall furnish the Administrative Office as promptly as possible with information which explains why the student was sent to the office and any corrective actions previously attempted by the teacher.

4. Upon receipt of the student, the building administrator will take appropriate disciplinary or corrective action prior to returning the student to the classroom. It is recommended that the building administrator confer with the teacher before taking any action if possible. Prior to or at the time the student returns to the classroom, the building administrator will notify the teacher of the action taken through procedures established within the building. .

5. The administrator may make contact with the parents or guardian or request the teacher to make such a contact, or decide that no contact need be made and also take whatever other actions he/she deems necessary.

   When a teacher contacts a parent or guardian and this person is unwilling to work with the teacher in the disciplining of the student, the teacher shall advise the appropriate building administrator as designated by the building principal. The administrator will contact the parent

or guardian and assume responsibility for the disciplinary action. The administrator shall inform the teacher of the action taken.

6. A teacher may snap suspend a student from a 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 an intolerable detriment to the learning environment. In the event a teacher uses the Snap Suspension law, he or she must follow both District policy and the Michigan Revised School Code provisions regarding Snap suspensions, including holding a conference with the student's parent/guardian regarding the suspension. In such cases, the teacher will furnish the principal, as promptly as his/her teaching obligations will allow, full particulars of the incident

7. After-school detention rooms may be established at the individual buildings at the request of the teaching staff or building principal. Staffing shall be voluntary and shall be paid at the rates specified in Article VI.

8. The building administrator, in consultation with the Building Procedures Council, shall promulgate rules and regulations, violations of which will be the subject of student discipline in their building. These rules and regulations will be within the guidelines established by the student code and shall be distributed by the building administrator to all staff members in each building. Nothing herein shall be construed to prevent the building administrator from making rules to deal with the immediacy of a situation where there is no previously established rule governing the offense.

9. Teachers have every right to defend themselves in the case of physical assault, and to expect prompt and adequate measures to be taken in such cases to the extent of the District's legal authority to act. Use of physical force to restrain a student or stop a fight is permissible in accordance with legislation.

10. Injury of a teacher while on duty is covered under the Workers' Compensation Act.

N. Teachers will be expected to provide normal care of instructional equipment. Teachers shall not be required to perform major assembly, repair, installation, or replacement of equipment.

To the extent permitted by law, complaints of parents that the District intends to investigate, which are directed toward a teacher and given to any administrator, shall be called to the teacher's attention promptly. This notification will include the names of the parents and the nature of the complaint. The notification shall be a matter of information, and may not necessarily require corrective action or recording. At the request of the administrator, the teacher will make contact with the parent. The administrator may request the teacher to report to him/her the outcome of such contact. If a teacher is not notified of a parent complaint within ten (10) school days, the complaint will not be considered as a part of the teacher evaluation or progressive discipline.

O. Any case of assault upon a teacher, while in the performance of teaching duties, shall be reported to the building principal promptly. Provided the teacher was acting within the scope of his or her employment, the District shall render reasonable assistance within appropriate insurance limitations to the teacher in connection with the handling of the incident by law enforcement and judicial authorities. Any time lost by a teacher as a result of an assault within a school building or due to being harmed in the process of protecting children that is directly related to the execution of the teacher's assigned responsibilities and that would otherwise be compensable under the Worker's Compensation on 8th day, shall not be charged against the teacher. Any worker's compensation remuneration received for the days used must be reimbursed by the district.

P. 1. The District shall provide reasonable legal assistance and direction to the teacher in connection with the handling of any incident arising out of the performance of assigned school duties, when the performance is within the limits of District policy or rules.

2. The District annually will provide a non-cumulative fund of $600.00 to be administered by the Human Resources Department and the PHEA President or his/her designee. This fund shall be used to reimburse bargaining unit members for damage to or destruction of personal clothing and/or personal property worn on the person, cell phones, and keys up to $150.00 per occurrence. Such damage must result from activity by the bargaining unit member while on duty that is in accordance with Board Policy In order to receive such reimbursement, the said damage or destruction must be immediately reported to the building administrator who shall prepare and submit the district provided form to the District Business Office. This shall not be construed so as to require the District to reimburse any bargaining unit member for normal wear and tear to personal clothing and/or personal property, as determined by the building administrator.

Q. The District recognizes that within established budget procedures appropriate texts, workbooks, lab manuals, library reference facilities, maps and globes, laboratory equipment, audio visual equipment, industrial arts supplies, art equipment, physical education equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. Building principals shall establish a budget committee composed of teachers selected by the teaching staff to recommend budget developments and review for each building.

R. Each teacher, including specialists, shall be scheduled with a duty-free lunch period which shall be at least thirty (30) minutes in length and equal to that of the students in the building with the understanding that teachers shall be in their classrooms to supervise their students' return at the end of the lunch hour. Teachers, at the request of the building principal, shall assist with emergencies or other unforeseen situations should they arise in the building during their lunch hour. Such a request for assistance shall be made with the understanding that teachers may request time to finish their lunch equal to the time they missed. Once requested, the Building principal shall determine how a teacher's class will be supervised while their lunch hour is completed.

S. 1. Teacher workers for school dances, music events and athletic events are compensated and shall be filled on a voluntary basis. If volunteers are not obtained, workers may be assigned by the building administrator on a rotating basis as recommended by the Building Procedural Council. Teachers that are assigned shall be notified three (3) days prior to the event and shall not be assigned more than three (3) events in any one (1) school year.

2. Non-teaching assignments other than those provided in this article and for which compensation is not provided for in this Agreement shall be voluntary.

T. The Calendar for the 2025-2026 school year is attached to and made a part of this Agreement. (Attachment C)

U. An office with appropriate physical conditions for visual and auditory privacy shall be made available to all counselors.

V. Itinerant teachers will be provided personal staff mailboxes and a designated storage facility in buildings with eight or more classrooms.

W. Schedules for IEPCs, behavior support meetings, and 504 meetings shall be developed with approval of the building principal who will take into consideration the referring or sending teacher's need to attend. If the principal approves the referring or sending teacher's request to attend, the principal will arrange, where necessary, to cover the teacher's classroom responsibilities.

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

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

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

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

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

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

Z. A joint letter shall be sent to the Instructional Development Council (I.D.C.), as defined in Article VII. B, requesting that I.D.C. set up sub-committees at each level to study and then recommend ways to improve the quality of the instructional day. We suggest these committees include, in their deliberations, recommending curriculum priorities and reducing interruptions to the instructional day.

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

BB. The District agrees to continue the liability coverage, in effect as of January 22, 1987, for at least the length of the current policy, for teachers at the same level provided to administrators and other school employees. If the premium cost, as determined by the Board of Education, makes the

continued purchase of that level of liability coverage unavailable at a reasonable premium cost, the District will continue to provide the teachers with the same level of liability coverage it provides administrators and other school employees.

CC. Bargaining unit members will not be recorded without their prior knowledge and consent. However, the District may install recording equipment in the teacher's classroom after notice to the teacher and the Association of the concern for the safety of students prompting such placement of recording equipment. The teacher/association may grieve the placement of the recording equipment in the classroom; however, the recording equipment will remain pending the grievance/arbitration process.

Unless the recording is a public record under FOIA or an education record of a student,a teacher may request editing of a recording made during regular school hours when he/she feels a situation on the recording is detrimental to his/her interest. This request to edit out or destroy a portion of the recording shall be submitted to the building principal/director in writing by the teacher requesting such editing. If the building principal/director does not agree to the teacher's request, the request shall be sent to the Human Resources Department.

The District shall have the right to internally broadcast, rebroadcast, use, sell or reproduce recordings of instruction at its discretion with consent of the teacher, unless the recording is being used for a non-instructional purpose. For the purpose of this Agreement "internally" shall be defined as presentation or sale of recordings to the staff or students in the District.

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

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

DD.

1. In the event the teacher must switch their method of teaching (ie. Face to Face to Virtual or Hybrid Learning), teachers must be given at least one day of preparation. At the district's request, the teacher may be asked to provide asynchronous learning on that day.

2. The District may require a teacher to provide instructional recordings for students who are working remotely in order to ensure continuity of instruction.

3. A teacher may edit an instructional recording they create prior to sharing it with their students.

ARTICLE VI

COMPENSATION AND PAYROLL PROCEDURE

A. The following compensation agreement shall remain in effect for the duration of this Agreement:

1. Effective 2025-2026:

    i. 4% increase on step 15. The dollar amount of this increase will be added to each step 1 through 12

    ii. All teachers move up one step on salary schedule at the beginning of the school year

2. Effective 2026-2027:

    i. Step 15 and 12 receive 3.5% All other steps receive a 3.5% on step 12. The dollar amount of this increase will be added to each step 1 through 11

    ii. All teachers move up one step on salary schedule at the beginning of the school year

3. Effective 2027–2028:

    i. Step 15 and 12 receive 2% All other steps receive a 2% on step 12. The dollar amount of this increase will be added to each step 1 through 11

    ii. 1% off schedule paid in second pay of January

    iii. All teachers move up one step on salary schedule at the beginning of the school year

4. Wage Reopener in year 4 for years 4 and 5.

5. Teachers who were previously frozen on the salary schedule and who have not reached step 12 on the salary schedule as of the 2025-2026 school year shall be granted an additional one (1) full step for 2025-2026. Each teacher must have spent at least one (1) year on step 12 before qualifying to move to step 15.

B. The 2025-26, 2026-27 and 2027-28 salary schedule (Attachment D) is attached to and made part of this agreement.

C. Graduate hours for placement in the Master's Plus Thirty lane on the Salary Schedule shall be equated to semester graduate hours earned after obtaining the Master's degree and credit shall be given for graduate hours only. All hours already approved by the District will continue to be accepted. Additionally, this lane shall include:

    1. Any school social worker (SSW) with an MSW degree, fifty-six (56) hours beyond the B.A. degree or a double master's degree.

    2. Any speech pathologist, occupational therapist, physical therapist, or school psychologist with a fifty-six (56) hour Master's Degree.

D. Extra Duty Salary Schedule (Attachment E-1 and E-2) is attached to and made a part hereof.

E. The figure of one hundred eighty-three (183) total duty days will be the basis for computing earned leave time, salary deductions, and pro-rations of benefits for those working less than a full year, or part-time, it being understood that pro-rations for part-time will be made on less than a full-day

basis.

F. At the Middle and High school level, teachers shall be compensated at the rate of one-sixth (1/6) additional for a regular teaching assignment, which is given in addition to the standard hours of teaching assignments.

G. Teachers who travel between buildings during a school day who are assigned a full schedule instead of one hour for travel will be paid a travel stipend of .05 or 1/20th of additional base salary. This excludes elementary itinerants.

H. Teacher workers who are assigned to work school dances, music events, and athletic events shall be paid at the rate of $25.00 per event. The building administration shall establish the staff allocation for each event and only those teachers assigned to fill the allocated positions will be paid for working at such events.

I. Whenever the District, as a result of being unable to provide a substitute teacher for a classroom, uses the services of a regular member of the building staff covered by the Agreement, it will pay the regular staff member $40.00 per classroom hour.

Payment shall be made to a counselor assigned to substitute on their prep for an absent counselor as long as documentation is provided to show additional work has been completed on an emergency basis for a student not on their caseload.

J. Teachers of high school credit courses in the evening school program, both regular and summer sessions, and teachers of elementary and middle school summer school sessions will be paid at the rate of $ $40.00 per classroom hour.

K. Insurance Protection and Coverage

1. Health Insurance

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

a. Effective January 1, 2026, the District shall provide, subject to the limits described below, excluding all other optional riders:

- MESSA ABC Plan 2 (DJ), (0% Coinsurance) 3 Tier EA1, HEQ
- MESSA ABC Plan 2 (FH), (0% Coinsurance) 5 Tier Rx EA1, HEQ
- MESSA ABC Plan 2 (FP), (20% Coinsurance) 5 Tier Rx EA1, HEQ

b. The District agrees to pay no more than the annual costs as allowed by P.A. 152 of 2011, with a maximum amount payable by the District starting January 1, 2026 of $7,942.09 single, $16,609.38 two-person, and $21,660.30 full family, of the total annual cost of a medical benefit plan, including premiums and payments into health savings accounts, with the remainder paid by the Employee. The maximum the District will pay will be adjusted on the following January 1st based on the change in the medical care component of the United

States consumer price index for the most recent 12-month period for which data are available from the United States Department of Labor, Bureau of Labor Statistics and as provided by April 1 of each year by the State of Michigan

c. The District will offer each of the plans with the option of District prefunded HSA and no District prefunded HSA.

d. The District will prefund an employee's qualified HSA $2,000.00 for single coverage plans and $4,000.00 for two person and full family coverage plans, subject to IRS limitations, for employees choosing the District funded option, with one half (½) paid on January second (2nd) and one half paid on July first (1st). All amounts over the above cap will be paid back by the employee through payroll deduction. In lieu of/or in addition to District prefunding of the HSA, employees may choose to contribute to their HSA Accounts via payroll deduction according to IRS limitations.

2. Vision and Dental Benefits

a. For the duration of this Agreement the District shall pay the actual premium costs to provide vision and dental coverage. For the duration of this Agreement, the District will provide coverage which is identical to MESSA Vision Preferred and Delta Dental 80/80/80 $2,000 Class I, II, III A, 80: $1,500 Class IV Lifetime MAX, for full family including internal and external suffixing of benefits for all members of benefits for all members (to provide 100% coverage). The District shall not change the existing vision or dental insurance provider without the express, written consent of the Association.

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

3. Death Benefits

The District shall pay the actual premium cost of MESSA term life insurance with double indemnity payable to a beneficiary designated by the teacher for each contractual teacher for the duration of this contract in the amount of $145,000.

4. Disability Benefits

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

a. Ninety (90) day modified fill waiting period. Modified fill means LTD commences with the greater of:
   1) The exhaustion of a teacher's individual sick leave bank, or
   2) Ninety (90) calendar days.
b. Mental/nervous same as illness
c. Alcoholism/drug addiction same as illness
d. Two-year "own occupation" coverage
e. 66-2/3% of max eligible salary

f. Maximum monthly benefit $5,000
g. Maximum eligible month salary $7,500
h. COLA – no
i. 5% minimum payout
j. Pre-existing limits waived
k. Family Social Security Offset
l. No Survivor Income
m. Freeze on offsets
n. No educational supplement

5. Teachers on long-term leaves-of-absence shall not be eligible for coverages in 1, 2 and 4 above.

6. Continued coverage shall be provided to all contracted teachers on a twelve (12) month annual basis or a prorated portion of the year for teachers who work less than a full work year. A teacher on a long-term leave-of-absence for advanced study with a partial District-paid salary will be eligible for continued coverage.

7. The District shall provide all new teachers with information concerning Blue Cross/Blue Shield and MESSA insurance and the details of enrollment such as enrollment procedures and deadlines. The District shall furnish necessary forms for making selections of insurance coverages.

8. If a teacher properly enrolls for coverage and has a receipt for such enrollment, the District will assume liability for lack of proper coverage resulting from District's negligence. Except as provided above, the District's liability shall be limited to the contributions required to be made hereunder, and the remittance and payment of actual deductions made from salaries.

9. Medical cash-in-lieu: Cash-in-lieu will be calculated by the number of eligible teachers opting out of the health insurance plans offered in Article VI.K.1. Each year, the District will determine the number of eligible teachers opting out by December first (1st) to determine the cash-in-lieu amount for the school year. Each teacher opting out will receive a cash-in-lieu amount of $1,200.00 per year (prorated at $100.00 per month). If at least one hundred twenty-five (125) eligible teachers choose the cash-in-lieu option, the amount will be raised to $1,500.00 per year (prorated at $125.00 per month). Payments will be made bi-annually: payment for the cash-in-lieu option July to December will be paid in the last pay of January; payment for the cash-in-lieu option January to June will be paid in the last pay of June. In order to receive cash-in-lieu, the teacher must present proof of their coverage in another group healthcare plan. Teachers who receive hospital/medical coverage under the Affordable Care Act, Medicaid, and/or Medicare, are ineligible for the cash-in-lieu option.

L. Credit for advanced degrees or additional graduate hours may be requested at any time. Such degrees or hours must be earned from accredited colleges or universities. Pay adjustments shall be retroactive to the date of the degree or satisfactory completion of the hours, and pay adjustments will be made in the last pay in the month of September, January and June. Required documentation shall be a degree, a report card, a transcript or a letter certifying the date of the completion of required hours.

M. During the life of this Agreement and the subsequent school year, the District shall pay two (2) tenure teachers each year, who have applied for and been granted a leave-of-absence for advanced study, one-half (½) of the teacher's salary and one-half (½) of all fringe benefits. Payment for these leaves shall not be required in the event the Board has curtailed programs

because of financial problems. Written applications, including a plan of study, shall be submitted to the Human Resources Office by May first (1st), annually. Final selection of the recipients shall be made by the District by June thirtieth (30), annually. Teachers receiving compensation under the provisions of this paragraph agree to return to the District for one (1) year of duty following the expiration of the leave, or will be obligated to reimburse the District for the cost as provided above.

N. Beginning with the 2016-2017 school year, the Port Huron Area School District Board of Education and the Port Huron Education Association agree to the following regarding employee pay periods.

1. The normal pay schedule will be bi-weekly with the number of pays in a year based on the first pay being the first scheduled pay date after the first duty day and the last pay being the last scheduled pay date in June.

2. Teachers will have the option of receiving their paychecks on a continuing basis through the summer. The bi-weekly amount will be paid at a rate obtained by dividing the annual salary by the number of bi-weekly pay dates in that year as determined by the District's pay frequency calendar. Those choosing this plan will receive their first check on the first scheduled pay date after the first duty day and their last pay on the pay date immediately preceding the first pay of the following year.

3. Teachers choosing to spread their pay will be expected to indicate, in writing on a Pay Plan card, which plan they desire. Their selection is to remain in effect for the entire contract year. Employees wishing to change their selection for the next school year must complete a new Pay Plan card at least thirty (30) days prior to the first duty day of the new school year. The first duty day of the new school year is considered to be the start of a new Pay Plan year.

4. Employees not choosing to spread their salary over all bi-weekly pays of the year will be paid bi-weekly starting with the first scheduled pay date after the first duty day.

Teachers serving the District in positions that receive extra compensation outside of Attachment E-1 and E-2 shall have their additional pay added to the first check following completion of the assignment. Teachers receiving pay from Attachment E-1 and E-2 assignments shall be paid following the completion of their assignments at quarterly dates established by the District. For teachers receiving schedule E, Extra Pay, the District will calculate Federal Income Tax withholding separately from regular teaching salary in compliance with Internal Revenue Regulations.

The District agrees to publish a list of pay dates at the start of school.

O. 1. Payroll deductions for the following purposes shall be made upon the written authorization of the teacher.

a. Insurance premiums
b. United Way
c. Michigan Education Special Services Association
   1) Hospitalization and Sick Benefit premiums
   2) Tax Deferred Annuities
   3) Other MESSA programs
d. Other Tax Deferred Annuities
e. U.S. Savings Bonds
f. Michigan Education Financial Services Association
   1) Tax Deferred Annuities
g. Other deductions upon mutual agreement between the Association and the District

P. All teachers who work additional days will be paid at the full equivalent daily rate at their regular annual salary.

Q. Mileage: the District will reimburse all District employees who are required to travel as part of their work day at the IRS mileage rate.

ARTICLE VII

COUNCILS

A. Building Procedures Council: A representative council, including staff members and an Association Representative(s), shall be established by the principal in each building. Teachers shall select teacher representatives on the Council. The purpose of this Council will be to evaluate and recommend procedures for the operation of the building to the principal. Meetings of the council will be open to all teaching staff in the building

B. Instructional Development Council. The Instructional Development Council shall be composed of five (5) Administrators, one (1) Board member and one (1) parent appointed by the District, and nine (9) teachers appointed by the Association, one of which will be the PHEA President. I.D.C. shall concern itself with curriculum as well as teaching methods, techniques, pupil testing and evaluation, textbooks, research and experimentation as they relate to the curriculum to bring about improvement in the Port Huron Area School District education. Additional non-voting members, including parent representatives, may be invited as needed.

1. So not to disrupt learning, the meetings will be held after school and kept to a 90 minute maximum. There will be no more than five meetings held per year. Additional meetings will be mutually agreed upon by the Association and District.

2. The I.D.C. may also appoint such joint professional studies subcommittees as are deemed necessary to study the above areas.

3. Recommendations will be made to the Superintendent.

C. Professional Action Committee (PAC): The Professional Action Committee composed of representatives of the Association designated by the Association shall meet at least once a month with the Superintendent and/or his/her designee(s) to discuss matters of concern to either party to this Agreement. This time is intended to maintain open lines of communication and support problem resolving.

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

D. School Michigan Integrated Continuous Improvement Process (MICIP) Committee: The conditions

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

1. Participation by the employee outside of contractually required meetings is voluntary.

2. Participation or non-participation shall not be used as the sole criteria for evaluation, discipline or discharge.

3. The Master Agreement may not be modified in whole, or in part, except by mutual written agreement by the Association and the Board.

4. If MICIP meetings or activities are scheduled during an employee's regular work day, the employee shall be released from duties without loss of pay to attend the meetings. If MICIP meetings or activities of a half day, or a major portion thereof, or a full day or a major portion thereof in length are scheduled beyond an employee's regular work day and/or year, the employee shall be paid a stipend of $50 per one-half day and $100 per day. These stipends shall be paid at the end of each semester.

ARTICLE VIII

MISCELLANEOUS

A. This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior practices, whether oral or written, and expresses all obligations of, and restrictions imposed upon, the District and the Association. This Agreement is subject to amendment, alteration or additions, only by a subsequent written agreement between, and executed by, the District and the Association. The waiver of any breach, term or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

B. If any provisions of the Agreement or any application of the Agreement to any employee shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect; furthermore, the provisions of such law shall supersede, to the extent of the conflict, the provisions of this Agreement and govern the relations of the parties hereunder.

C. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the District and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

D. The Association agrees that so long as this Agreement is in effect neither the Association nor any teacher shall engage in a strike. The District agrees that so long as this Agreement is in effect there shall be no lockouts. The closing down of a school or any building shall not be considered a lockout.

E. Educational institutions must be dedicated to serving the community. The free search for truth and its proper dissemination is a fundamental part of this service. Academic freedom is essential to both teaching and research, and protects the rights of the teacher and the student. The basic right to academic freedom carries equally major responsibilities and must be exercised consistent with Board approved curriculum.

F. The District reserves the right, for good reason, to require a physical or mental examination for any teacher. If the teacher refuses such examination, such refusal may be grounds for disciplinary action. Such examination shall be at District expense and by a doctor of the District's selection.

G. Whenever testing for tuberculosis is required by law, it shall be arranged by the District for all teachers. Such tests shall be at no expense to the teacher unless the teacher fails to secure the necessary certification through the District-arranged program.

H. Teachers shall be permitted, without charge, to attend all school sponsored functions by showing proper identification. A teacher may have one other person accompany him/her to any such activity without charge. All MHSAA playoff events are excluded.

I. It is recognized that during the course of a school year, weather, emergency or disaster may cause the cancellation of classes. The purpose of this paragraph is to provide procedures for the professional staff in such instances. In all cases of staff dismissal, teachers shall be dismissed without deductions of salary or leave time.

1. In any instance where weather, emergency or disaster causes the cancellation of classes in the entire District, teachers shall be dismissed concurrently with students.

    a. In any instance where classes are canceled for the entire District due to conditions beyond the control of the District, teachers shall be dismissed concurrently with students.

    b. In the event school is canceled after the normal starting time for teachers (after the State allocated days have been exhausted), teachers will be paid for all hours worked prior to the cancellation, if the District fails to meet the daily State Aid requirements, i.e., currently 75% attendance for 1/2 day. This additional time will not be considered part of the teachers' required duty days in accordance with Article VI., E.

    c. In the event school is canceled after the commencement of classes no make-up day will be scheduled, if the District has met the daily State Aid requirement for a school day (currently 75% in attendance for 1/2 day).

    d. If student days need to be made up because of inclement weather or emergencies, they will be added to the end of the school year or at dates mutually agreed to by the District and the Association.

    Should the law or State regulations change relative to inclement weather days, the District

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

2. Where classes are canceled in an individual building, teachers shall make themselves available for other duties as follows:

   a. The District may choose to implement in-service activities, provided that the building meets safety and sanitary conditions.

   b. The District may choose to use teachers as substitutes in other classrooms or have them make observation visits to other schools.

   c. In the event that none of these duties is assigned, teachers shall be dismissed concurrently with the students.

J. This Agreement shall be posted to the District's website as required by law.This agreement shall be posted within fifteen (15) days of the start of the school year and in a manner where specific items are searchable within the contract.

K. For the duration of this agreement, problems that arise with the use of technology shall be referred to the Professional Action Committee.

L. An emergency manager appointed under the Local Financial Stability and Choice Act may reject, modify, or terminate this Agreement as provided in that Act.

ARTICLE IX

ALTERNATIVE LEARNING PROGRAM

A. The District and the Association agree that the Alternative Learning Program which is composed of the General Education Diploma (G.E.D.), High School Completion (H.S.C.) and Adult Basic Education (A.B.E.) which deal with educational, psychological and sociological improvement have certain unique and distinct characteristics and operational requirements. The District and the Association agree that as a result of the operational requirements, the class size and number of preparations provided elsewhere in this Agreement shall not apply to the alternative education programming and Adult Community Learning Program.

B. The class size and hours of operation, including thirty (30) minute duty-free lunch breaks, shall be determined by the Administrator of Alternative Programming after consultation and review with the staff. In no event shall the duty day exceed six (6) hours and fifteen (15) minutes including preparation time equal to a class period, nor eight (8) forty-five (45) minute periods.

C. The teacher work year shall be as provided in Attachment B.

D. The District agrees to continue to maintain the existing flexibility in the structure and methodology in the program, goals, and instruction.

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

ARTICLE X

. BOARD RIGHTS

A. Board rights include, but are not limited to, the following:

1. The right to the supervision, direction and control of the management and administration of the school system, its properties and facilities.

2. The right to establish grade levels and courses of instruction including special programs, and to provide for athletic, recreational and social events for students as deemed necessary or advisable by the Board.

3. The right to select textbooks, teaching materials, and various teaching aids.

4. The right to determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods and processes of carrying on the work including the institution of new and/or improved methods or changes therein.

5. The right to determine all financial and educational policies.

6. The right to determine the size of the management organization, its functions, authority, amount of supervision and table of organization.

7. The right to determine the number and location of its facilities, including the establishment or relocations of new buildings, departments, divisions or subdivisions, buildings or other facilities.

8. The right to manage and direct the working forces, including the right to hire and determine hiring procedures, to promote, suspend, discharge and demote employees, transfer employees, assign work, subcontract, determine the size of the work force and to lay off employees.

9. The right to determine the qualifications of employees.

10. The right to adopt rules and regulations.

11. The right to make reasonable provisions for the health, safety, and first aid of its employees during hours of employment.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board; the adoption of policies, rules, regulations and practices in furtherance thereof; and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms thereof are in conformance with the laws and Constitution of the State of Michigan and the laws and Constitution of the United States.

B. Nothing in this Agreement prevents or limits the Board from entering into and/or participating in cooperative educational or operational programs with any entity. The Association waives any bargaining obligation to negotiate the impact of these programs on Association employees and the Association.

ARTICLE XI

EVALUATIONS

Teacher performance evaluation shall follow the procedures set forth in this Article as consistent with Revised School Code Section 1249.

The district and the association shall mutually agree on the teacher evaluation tool and determine the assessments used to measure student growth/assessment data. If there is not mutual agreement the current tool or student growth/assessment will continue until the parties agree to a different tool and student growth/assessment. The committee shall meet at the request of either the District or Association for the purpose of reviewing either.

Teachers shall be informed about the District's teacher evaluation system (tools and process). Any changes to the evaluation process, data, or tools, shall be enumerated to all teachers in writing before the changes take effect.

A. Evaluation Process

1. Evaluations shall follow the process outlined for the collectively bargained evaluation tool, consistent with the requirements of Revised School Code Section 1249 and language in this Article.

2. If a tenured teacher has been rated "highly effective" or "effective" for three (3) consecutive year-end evaluations, they shall be evaluated every third year thereafter. If the subsequent year-end rating is not "effective" on an evaluation following the third year, the teacher shall be evaluated annually until receiving an "effective" rating for an additional three (3) consecutive years. If a teacher is placed on an Independent Development Plan (IDP), the administrator may annually evaluate the teacher until they have three (3) consecutive effective evaluations.

    a. The administrator must inform the Director of Human Resources and Assistant Superintendent of the need to move a teacher from triennial to on cycle based on walkthroughs or other concerns. The President of the PHEA will be notified and then the administrator will notify the teacher.

3. Classroom observations that are intended to assist in the year-end performance evaluation for teachers will be conducted as follows:

    a. Observations shall follow the process outlined for the collectively bargained evaluation tool, consistent with the requirements of Revised School Code Section 1249 and language in this Article.

    b. Observations may only be conducted by trained administrators.

    c. Observations will include a review of the teacher’s lesson plans and state curriculum standards

d. One observation may be unscheduled per observer.

e. There shall be notice of each scheduled observation date given to the teacher at least two (2) school days prior to the observation unless otherwise mutually agreed upon by the teacher and administrator.

f. Observations must be a minimum of twenty-five (25) minutes.

g. The first observation will occur before winter break.

h. Written feedback should be provided within ten (10) work days of the observation during a post observation meeting.

i. A teacher may request additional observations.

4. Student Growth Data

   a. Must account for 20% of the overall evaluation rating

   b. Student growth is measured using local benchmark assessments agreed upon at the beginning of this article.

   c. Counselors, Behavior Interventions, Teacher Consultants, Coaches: No Data

   d. No State Assessment data will be used

5. The year-end evaluation determination and form shall be delivered by May thirtieth (30th) unless otherwise mutually agreed upon by the teacher and administrator. In the event there is no year-end evaluation as described above, the teacher shall be deemed "effective" per the year-end evaluation determination.

6. All teachers shall have the right to submit a rebuttal to their evaluation within thirty (30) calendar days of their year-end evaluation meeting. The rebuttal will be included in their personnel file and attached to the year-end evaluation.

7. Tenured teachers may not grieve or demand to arbitrate issues concerning teacher observations, individual development plans or mid-year performance reviews. A tenured teacher may appeal a final overall evaluation rating of needing support under the following procedure.

   a. The teacher may request a review of the evaluation rating and may request a meeting with the Superintendent or designee, as applicable. The request for a review must be submitted in writing within thirty (30) calendar days after the teacher is informed of the rating. If requested, the meeting with the Superintendent or designee will be held within ten work days. Upon receipt of the request, the Superintendent or designee, as applicable, shall review the evaluation and rating and may make any modifications as appropriate based on the Superintendent’s or designee's review. A written response regarding the Superintendent or designee's findings must be provided to the teacher who requested the review by not later than thirty (30) calendar days after receipt of the request for a review and before making any modifications under this section.

   b. If the written response from the Superintendent or designee's review does not resolve the matter, the teacher or association representative may request mediation. The request for mediation must be submitted in writing within 30 calendar days after the teacher receives the written response from the Superintendent or designee. Within

fifteen (15) days of receipt of the request, the Superintendent or designee must provide a written response to the teacher or association representative stating that the mediation will be scheduled as appropriate.

c. If a teacher receives two (2) consecutive ratings of needing support, the teacher may demand to use the grievance procedure in this contract.

8. Probationary teachers may not grieve issues concerning teacher observations, individual development plans, mid-year performance reviews, the evaluation process or teacher final evaluation ratings. If the administration recommends that a probationary teacher be nonrenewed or terminated, the teacher will have the opportunity to address the Board in open or closed session regarding that recommendation.

B. Training

1. The district shall provide, during contractually scheduled Professional Development time no later than September thirtieth (30th), training to all teachers on the evaluation system, reporting forms and other important components of the year-end evaluation process and how each reporting form is used during the process.

2. Every administrator will receive rater reliability training every three (3) years, which includes calibration, coaching and feedback support.

DURATION OF AGREEMENT

A. This agreement shall be effective as of and shall continue in effect until midnight, August 15, 2030. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

B. It is further agreed that at any time after March 1, 2030, the parties hereto shall, on written request, meet for the purpose of discussing the Agreement with respect to its renewal, modification, or change upon termination.

C. In Witness Whereof, the parties hereto have caused this Agreement to be executed and signed by their duly authorized representatives as of the day and year first above written.

PORT HURON AREA SCHOOL DISTRICT

DATED: 09/08/25

By: _____
President of the Board

PORT HURON EDUCATION ASSOCIATION

DATED: _____

_____
President of the Association

and

_____
Secretary of the Association

"DISTRICT"

_____
Chief Negotiator

_____
Team Member

_____
Team Member

_____
Team Member

_____
Team Member

_____
Team Member

"ASSOCIATION"

_____
Co-Negotiator

_____
Co-Negotiator

_____
Team Member

_____
Team Member

_____
Team Member

_____
Team Member

ATTACHMENTS

ATTACHMENT A

				Attachment A
			Grievant Number:	
Port Huron Area School District				
Record of Grievance Processing				
Step	Required Action	Initiator	Time Limitations (2)	Date of Action
1	File Grievance	Grievant	Within 15 days of alleged grievance	
	Grievance Rec'd	Administrator (3)	Within 15 days of alleged grievance	
	Hearing Held	Administrator	Within 5 days of receipt of grievance	
	Disposition Made	Administrator	Within 5 years of Hearing	
	Disposition Rec'd	Grievant	Within 5 days of Hearing	
2	Appeal Filed	Grievant (1)	Within 5 days of receipt of disposition	
	Appeal Rec'd	Superintendent	Within 5 days of receipt of disposition	
	Hearing Held	Superintendent	Within 5 days of receipt of appeal	
	Disposition Made	Superintendent	Within 5 days of Hearing	
	Disposition Rec'd	Grievant	Within 5 days of Hearing	
3	Notice of non-acceptance of Superintendent's decision filed	Grievant	Within 10 days of Superintendent's determination	
	Applied for Arbitration	Association	Within 10 days of Superintendent's determination	
	(1) - And/or Association		Grievant prepares three (3) copies	
	(2) - All days are school days		1. Administrator	
	(3) - Line Administrator/Building Principal		2. Association	
			3. Teacher	

	Attachment A
NAME OF GRIEVANT:	
ASSIGNMENT:	
BUILDING:	

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

Signature of Grievant:	
Date:	
Association Participating:	yes no
Association to be informed:	yes no
Initials:	
Date:	

	Attachment A
ADMINISTRATIVE DISPOSITION AND GRIEVANT AND/OR ASSOCIATION POSITION SHEET	
NAME OF GRIEVANT:	
ASSIGNMENT:	
BUILDING:	
DATE OF GRIEVANCE:	
STATEMENT OF DISPOSITION OF:	
	(Statement of Disposition to be signed and dated by Administrator)
Signature of Administrator:	
Date:	
STATEMENT OF POSITION OF GRIEVANT AND/OR ASSOCIATION RELATIVE TO DISPOSITION:	
	(Statement of Disposition to be signed and dated by Administrator)
Signature of Grievant:	
Date:	

ATTACHMENT B

SCHOOL CALENDAR

For school years 2025-26 through 2029-30

	Elementary	Secondary
Total Student Days:	181	181
Total Teacher Days:	183	183

Four ½ day conferences at elementary level and three ½ day conferences at the secondary level.

Teachers shall meet the professional development requirements of the Michigan School Code adhering to the timelines established by the district and Article VIII.

ATTACHMENT C

CALENDAR

Port Huron Area School District

2025-2026 Calendar

July 2025

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

August 2025

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

Aug
- 25 Teacher Work Days / PD
- 26 Teacher PD Day/PDID
- 27 Elem/M S Open Open House & Teacher PDI

September 2025

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

Sept
- 1 Labor Day
- 2 First Student Day (1/2 day - EL/MS Or
- 24 Early Release

October 2025

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

Oct
- 1 Fall Count Day
- 15-17 MS/HS PT Conf (1/2 days-MS/HS Only)
- 31 1/2 Day PDID - All Students

November 2025

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

Nov
- 4 Teacher PD Day/PDID (No Students)
- 7 End of MP 1 (MS/HS)
- 17 Elem Records Day (1/2 Day-EL Only
- 18-21 Elem Conferences (1/2 Day-EL Only)
- 26-28 Thanksgiving Break

December 2025

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

Dec
- 22-31 Winter Break

January 2026

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

Jan
- 1-2 Winter Break
- 19 Martin Luther King Jr Day
- 21-23 HS Exams (1/2 Days - HS)
- 23 MS/HS Records day (1/2 Day MS/HS only)

February 2026

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

Feb
- 11 Spring Count Day
- 13-16 Mid-Winter Break
- 17 County w ide PD-PDID

March 2026

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

March
- 6 Elem Records Day (1/2 Day - EL Only)
- 11 Early Release
- 27 End of MP 3 (MS/HS)
- 30-31 Spring Break

April 2026

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

April
- 1-3 Spring Break
- 3 Good Friday
- 6 Easter Monday
- 15 Early Release

May 2026

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

May
- 22 Memorial Weekend
- 25 Memorial Day

June 2026

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

June
- 9-11 HS Exams (1/2 Days - HS)
- 10 Half Day -All
- 11 Last Student Day (1/2 Day - All)
- 12 Last Teacher Day

July 2026

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

August 2026

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

Student Days		Teacher Days
181	Secondary	183
181	Elementary	

- Early Release Days
- Non-Student Day (teachers report)
- Holiday/No School
- Half Student Day
- First/Last Student Day

ATTACHMENT D

SALARY SCHEDULES

2025-2026 Salary Schedule

Step	Bachelors	Masters	Masters +30	Doctorate
1	45,583	49,230	51,200	53,503
2	48,565	52,450	54,548	57,002
3	51,527	55,649	57,875	60,479
4	54,681	59,056	61,417	64,182
5	57,783	62,406	64,902	67,821
6	60,522	65,364	67,978	71,037
7	63,398	68,470	71,209	74,413
8	66,116	71,406	74,262	77,603
9	68,641	74,133	77,097	80,567
10	71,266	76,969	80,047	83,649
11	73,315	79,181	82,347	86,053
12	75,425	81,460	84,718	88,529
15	77,847	84,076	87,439	91,373

2026-2027 Salary Schedule

Step	Bachelors	Masters	Masters +30	Doctorate
1	48,223	52,081	54,165	56,602
2	51,205	55,301	57,513	60,101
3	54,167	58,500	60,840	63,578
4	57,321	61,907	64,382	67,281
5	60,423	65,257	67,867	70,920
6	63,162	68,215	70,943	74,136
7	66,038	71,321	74,174	77,512
8	68,756	74,257	77,227	80,702
9	71,281	76,984	80,062	83,666
10	73,906	79,820	83,012	86,748
11	75,955	82,032	85,312	89,152
12	78,065	84,311	87,683	91,628
15	80,572	87,018	90,499	94,571

2027-2028 Salary Schedule

Step	Bachelors	Masters	Masters +30	Doctorate
1	49,784	53,767	55,919	58,434
2	52,766	56,987	59,267	61,933
3	55,728	60,186	62,594	65,410
4	58,882	63,593	66,136	69,113
5	61,984	66,943	69,621	72,752
6	64,723	69,901	72,697	75,968
7	67,599	73,007	75,928	79,344
8	70,317	75,943	78,981	82,534
9	72,842	78,670	81,816	85,498
10	75,467	81,506	84,766	88,580
11	77,516	83,718	87,066	90,984
12	79,626	85,997	89,437	93,460
15	82,183	88,759	92,309	96,463

ATTACHMENT E-1

2025-2026 SCHOOL YEAR
PORT HURON AREA SCHOOL DISTRICT
EXTRA ASSIGNMENT SALARY SCHEDULE
(NON-ATHLETIC)

Each extra assignment listed shall carry the factor shown. This factor, when multiplied by $567, determines the gross salary for each activity shown. The factor will be increased by one percent each year of the current contract. Extra pay is in recognition of extra time and/or responsibility beyond the normal teacher assignment.

Level	Title	Factor
Elementary	Safety Patrol	3
Elementary	Drama (limited to one play)	2
Elementary	Robotics	2
Elementary	Run Club	2
Elementary	Student Council	1.5
Middle School	Band	6
Middle School	Drama (limited to one play)	3
Middle School	Junior Honor Society	2
Middle School	Quiz Bowl	3
Middle School	Robotics	2
Middle School	Student Council (w/o release time)	4
Middle School	Yearbook	4
High School	Band	15
High School	Chorus	8
High School	Drama (per play)	6
High School	Drill Team	5
High School	Freshman Class Sponsor	2
High School	Sophomore Class Sponsor	3
High School	Junior Class Sponsor	4
High School	Senior Class Sponsor	5
High School	Mock Trial	2
High School	National Honor Society	4
High School	Quiz Bowl	6
High School	Robotics	4
High School	Student Council per year (w/o release time)	5
High School	Yearbook	4
All Levels	PBIS Chair - Tier 1	3
All Levels	PBIS Chair - Tier 2/3	3

All levels	Assessment Coordinator	3
All levels	Special Education LARA Mentor (per teacher)	1
All levels	New Teacher Mentor (per new teacher)	1

ATTACHMENT E-2

2025-2026 SCHOOL YEAR
PORT HURON AREA SCHOOL DISTRICT
EXTRA ASSIGNMENT SALARY SCHEDULE
(ATHLETIC)

Each extra assignment listed shall carry the factor shown. This factor, when multiplied by $567, determines the gross salary for each activity shown. The factor will be increased by one percent each year of the current contract. Extra pay is in recognition of extra time and/or responsibility beyond the normal teacher assignment.

High School:

Level	Sport	Title	Factor
9th grade	Baseball	Head Coach	6
Junior Varsity	Baseball	Head Coach	8
Varsity	Baseball	Assistant Coach	6
Varsity	Baseball	Head Coach	12
9th Grade	Basketball (boys/girls)	Head Coach	8
Junior Varsity	Basketball (boys/girls)	Head Coach	10
Varsity	Basketball (boys/girls)	Assistant Coach	6
Varsity	Basketball (boys/girls)	Head Coach	15
Club	Bowling (boys/girls)	Head Coach	4
Junior Varsity	Cheer Competitive	Head Coach	8
Varsity	Cheer Competitive	Head Coach	12
9th grade	Cheer Sideline	Head Coach	6
Junior Varsity	Cheer Sideline	Head Coach	8
Varsity	Cheer Sideline	Head Coach	10
9th grade	Cheer Winter	Head Coach	6
Varsity	Coordination	Athletic Coordinator	10
Varsity	Cross Country (boys/girls)	Head Coach	7
Club	Esports	Head Coach	2
Varsity	Football	Head Coach	15
Varsity	Football	Assistant Coach (2)	10 each
Junior Varsity	Football	Head Coach	10
Junior Varsity	Football	Assistant Coach	8
9th	Football	Head Coach	8
9th	Football	Assistant Coach	8
Varsity	Golf (boys/girls)	Head Coach	7
Club	Gymnastics	Head Coach	2
Varsity	Hockey	Head Coach	12

Varsity	Hockey	Assistant Coach	8
Club-JV	Lacrosse	Head Coach	2
Club-Varsity	Lacrosse	Head Coach	8
Club	Powerlifting	Head Coach	4
Junior Varsity	Soccer (boys/girls)	Head Coach	6
Varsity	Soccer (boys/girls)	Head Coach	12
9th grade	Softball	Head Coach	6
Junior Varsity	Softball	Head Coach	8
Varsity	Softball	Head Coach	12
Varsity	Softball	Assistant Coach	6
Club	Swim	Head Coach	2
Junior Varsity	Tennis (boys/girls)	Head Coach	6
Varsity	Tennis (boys/girls)	Head Coach	8
Varsity	Track (boys/girls)	Assistant Coach (2)	7 each
Varsity	Track (boys/girls)	Head Coach	10
9th grade	Volleyball	Head Coach	6
Junior Varsity	Volleyball	Head Coach	8
Varsity	Volleyball	Head Coach	12
Junior Varsity	Wrestling	Head Coach	8
Varsity	Wrestling	Head Coach	12
Varsity	Wrestling	Assistant Coach	6

Middle School:

Level	**Sport**	**Title**	**Factor**
7th	Basketball (boys/girls)	Head Coach	6
8th	Basketball (boys/girls)	Head Coach	6
7th/8th	Cheer	Head Coach	6
6th-8th	Cross Country	Head Coach	2
8th	Football	Assistant Coach	2
8th	Football	Head Coach	6
7th	Soccer (boys/girls)	Head Coach	6
8th	Soccer (boys/girls)	Head Coach	6
8th	Softball	Assistant Coach	2
8th	Softball	Head Coach	6
6th-8th	Tennis (boys/girls)	Head Coach	3
7th/8th	Track (boys/girls)	Head Coach	6
7th/8th	Track (boys/girls)	Assistant Coach	2
7th	Volleyball	Head Coach	6

8th	Volleyball	Head Coach	6
6th-8th	Wrestling	Assistant Coach	2
6th-8th	Wrestling	Head Coach	6

Those listed as (boys/girls) will have one team per gender
Coaches shall be evaluated annually
Varsity head coach may split factors within the program with pre-approval from the athletic director
Track will have one additional assistant coach for every additional 50 athletes.
Club sport participants will be responsible for all costs related to participation over and above the coach's stipend.