



**MASTER AGREEMENT**

**Between**

**Board of Education  
School District of the City of Harper  
Woods**

**And**

**MEA/NEA Local 1**

**2009/10 – 2016/17**

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## **PREAMBLE**

This Agreement is entered into by and between the Board of Education of the School District of the City of Harper Woods, hereinafter called the Board, and MEA NEA Local 1, hereinafter called the Association.

### **ARTICLE I - RECOGNITION, DEFINITIONS, DUES CHECK OFF, AGENCY SHOP**

#### **A. Recognition**

Pursuant to and in accordance with all applicable provisions of Act 379 of Public Acts of 1965, State of Michigan, the Board of Education of the School District of the City of Harper Woods recognizes the MEA-NEA Local 1 as the sole and exclusive bargaining representative for all regular and part time certified personnel, school psychologist, and social worker under contract, excluding: Administrative Personnel, Directors/Coordinators with no teaching responsibilities, per diem substitutes, aides and para-professionals, community school and/or Adult Education and all other non-certified employees.

#### **B. Definitions**

1. Whenever the term "school" is used it is to include any room or work location at or related to the Beacon Elementary, Tyrone Elementary, and Harper Woods Secondary School. Whenever the term "teacher" is used, it is to include any member or members of the bargaining unit. Whenever the term "principal" and/or "assistant principal" are used it shall refer to the Administrator in Beacon, Tyrone or the Secondary School.
2. Whenever the "singular" is used it is to include the plural.
3. Whenever the term "Association Building Representative" is used, it is to mean the elected member of the Association Board of Directors or the appointed grievance chairperson or his or her designee who is an employee of the School District of the City of Harper Woods.

#### **C. Membership, Fees and Payroll Deductions**

1. All teachers in the bargaining unit, as a condition of continued employment, shall on or before the thirtieth (30th) day following the beginning of the school year, beginning of their employment or the execution of this Master Agreement, whichever is later shall either:
  - A. Become members of the Association, or

- B. Pay to the Association, a service fee, pursuant to Section 10 (1) (C) and (2) of the Public Employment Relations Act, equal to the combined dues of the NEA, MEA, HWEA, and MEA-NEA Local 1.
- C. Article 1, Section C, Membership Fees and Payroll Deductions is attached in the “letter of understanding” (see page 76) and is effective as a separate agreement between the parties until its expiration date on August 31, 2023.

The negotiation of this separate agreement has been an integral part of the negotiations for this labor agreement. Without this supplemental agreement, the agreement reached on issues contained in the labor agreement would not have been possible

- 2. In the event teachers do not tender payment of dues or service fee as certified by the Association including the MEA and NEA directly to the Association, each teacher shall execute a written authorization for such deductions from their pay.
- 3. The deduction of membership dues and/or service fees shall be scheduled with the Board by each teacher for fifteen (15) consecutive paychecks beginning in September or when designated by the Association; and the Board agrees to remit to the Association all monies deducted on its behalf, accompanied by a list of teachers from whom the deductions have been made within fourteen (14) days of deduction.
- 4. In the event a teacher(s) (covered by Section A) does not join the Association or tender their service fees to the Association (as provided in Section 1(a) and 1(b) above) the Association may request that the teacher's services be terminated by the Board in accordance with the following procedure:
  - A. No teacher employed shall be terminated unless the Association has notified said teacher by certified mail, addressed to his or her last known address, advising the teacher of such failure to comply with this clause and further, to advise him/her that unless compliance is effected within ten (10) days he/she will be reported to the Board for termination of employment under this article.
  - B. The Association shall furnish the Board with a copy of such letter and a written statement that such letter has been mailed, that the ten (10) days have elapsed without compliance and that termination is requested.
  - C. The Board shall make reasonable effort to replace the teacher and shall terminate the teacher as soon as the replacement teacher is available. In no instance shall the termination be later than the end of the school year in which the Board is notified of non-compliance.

- D. In the event of any action against the Board either jointly or individually, brought in a court or administrative agency because of the Board's compliance with this article, the Association agrees to defend such action, at its own expense and through its own counsel. The Association agrees that in any action so defended, it will indemnify and hold harmless the Board from any and all claims, demands, suits, or other forms of liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Board's compliance with this article.
- 5. Upon appropriate written authorization from the bargaining unit member, the employer shall deduct from the salary of any such bargaining unit member and make appropriate remittance for: annuities, credit union, savings bonds, charitable donations and any other plans or programs jointly approved by the Association and the employer.

**D. Strike Prohibition**

- 1. The Association will not direct, instigate, participate in, encourage, or support strike action of any type by any teacher or group of teachers during the life of this contract.

**ARTICLE II - FAIR PRACTICES**

**A. Equal Opportunity**

- 1. No person or persons and/or department in the Harper Woods system responsible to the Board shall discriminate against any employee on the basis of race, creed, color, national origin, sex, age, marital status or membership in, or Association with, the activities of the Association or any other teacher organization.
- 2. The Association will admit persons to membership without discrimination on the basis of race, creed, color, national origin, sex, age, or marital status and will represent equally all employees in the bargaining unit without regard to membership or participation in, or Association with, the activities of any employee organization.

**ARTICLE III - POLICIES**

**A. Policies**

It is understood and agreed that there is reserved to the Board all responsibilities, powers, rights and authority vested in it by the laws and Constitution of Michigan and the United States and that all power, which heretofore have been properly exercised by it, shall remain unaffected by this Agreement and in full force and effect, unless and until changed by the Board, and that any additions thereto, subtractions therefrom or revisions thereof, as the same may be made by the Board from time to time, shall become and remain unaffected by this Agreement and in full force and effect unless and until changed by the Board, and further, not by way of limitation but by way



of addition that the Board reserves unto itself all rights, powers, and privileges inherent in it or conferred upon it from any source whatsoever, provided further however, that all of the foregoing being manifestly recognized and intended to convey complete power in the Board shall nonetheless be limited but only so limited by specific express provisions of this agreement and by Section III - Policies relating to Instructional Employees contained in Policies - Board of Education dated December 2000, and amendments made thereto as of the effective date of this Agreement, which said policies shall not be altered, changed or modified except by the mutual agreement of the parties hereto.

#### **ARTICLE IV - RIGHTS OF THE ASSOCIATION**

##### **A. Requests for Reports, etc.**

The Board shall make available to the Association upon its reasonable written request, any and all official and or public information, statistics and records relevant to negotiations or necessary for the proper enforcement of this agreement.

##### **B. Posting of Notices**

The Association shall have the right to post notices of its activities and matters of Association concern on the bulletin boards provided in each school and by e-mail. Said notices and other Association materials may also be circulated through existing office mail service, and may be placed in employees' mailboxes. The Association shall be held responsible for its notices.

##### **C. Association Meetings**

The authorized representative of the Association shall have the right to schedule Association meetings in the school before or after regular school hours, and during the lunchtime of the employees involved.

##### **D. Use of Facilities**

Schoolrooms shall be made available for Association meetings when requests for same are properly processed through the building principal.

##### **E. Administrative/Association Meetings**

On request, the principal and/or his designated representative shall meet once a week, if necessary, with the Association representative. Such meetings shall be held outside of class hours or during preparation periods. Additional meetings by mutual agreement will be scheduled, if necessary.

**F. Teacher Representation**

No officer, executive board member, delegate, representative or agent of any organization other than the Association shall represent any teacher. The teacher may represent himself/herself or be represented by his/her own lawyer if he/she desires.

**G. Association Business/Preparation Period**

The Association President, Vice-president and a designated building representative or his/her alternate for each building shall be permitted to use their preparation periods for Association business providing it does not interfere with any class-related responsibilities. Should the designated representative be unavailable due to absence or implementing his/her teaching responsibility, an alternate designated by the Association may act in his/her absence.

**H. Meeting Requests**

The Association may, at any time in writing, request and be granted a meeting with the Superintendent within five (5) days. If the issue is not resolved, upon request of the Association, the Board will meet with the Association at its next scheduled meeting.

**I. Board Minutes**

The President of the Association (or his/her designee) will have available a copy of all regular minutes of the Board of Education on the Friday prior to the next regularly scheduled Board of Education meeting. The President of the Association or his/her designated representative shall, whenever possible, be given written notice of any Special Meeting of the Board of Education. He/she shall receive a copy of the agenda of said meeting. The notice of the Special meeting may be delivered personally or forwarded by first class mail at the option of the Board. Said notice, except in the case of an Emergency Special Meeting, shall be delivered not later than twelve (12) hours prior to the scheduled time of the Special Meeting. When possible, verbal notification will be given regarding an Emergency Special Meeting.

**J. Contract Hearings/Court Procedures**

A maximum of two (2) days per school year will be provided to the Association for attendance at hearings or court proceedings relating to the implementation of the contract. Said days shall not be charged to the individual employee's sick leave or result in loss of wages.

**K. Copies of Contract**

Copies of this Agreement and any amendments shall be duplicated at the Board expense and presented to all members of the bargaining unit now employed and hereinafter employed. The Board will also supply twenty (20) copies of the printed Master Agreement to MEA/NEA Local 1.

**L. Factual Reports and Information**

1. Upon request, the Board shall make available to the Association in the possession and under the control of the Board, agendas of its meetings, financial reports available to, or in the possession of the Board, and upon the Association's request any factual information, public records and reports.
2. Upon request, the Association shall make available to the Board any information in the possession of the Association which may be relevant to the Association's demands, including information acquired by the local Association and information provided to or available to the local Association by the MEA/NEA Local 1.

**M. Student Teachers/Interns**

The school district agrees to accept Student-Teacher/Intern requests from approved colleges and universities only if the daily supervisory teacher is a tenured teacher in this district who voluntarily accepts the assignment.

**ARTICLE V - GRIEVANCE PROCEDURE**

**A. Definition**

1. A grievance is a complaint by a teacher employee in the bargaining unit or by the Association in its own name based upon an event, condition or circumstance, allegedly caused by deviation from, or misapplication of any established teacher personnel practice or policy; or that there has been a violation or misapplication of a provision of this Agreement in respect to said teacher or teachers.
2. The term "school days" shall mean working school days. During summer recess, school days shall be counted as five (5) school days per calendar week.
3. Only the Association may advance a Grievance to Arbitration.

**B. Procedure for Adjustment of Grievance**

1. Informal Conference

In the event that a teacher believes there is a basis for a grievance, he/she shall first discuss the alleged grievance with his/her building principal either individually or accompanied by his/her Association representative.

2. Formal Procedure

A. Step 1

In the event the matter is not resolved informally, the grievance shall be submitted in writing to the principal of the school in which said grievance arises within fifteen (15) school days following the act or condition which is the basis of the grievance.

1. The grievance may be lodged and thereafter discussed with the principal:
  - (a) by the teacher accompanied by the Association representative
  - (b) by the Association representative, if the teacher so requests
  - (c) by a teacher on his own behalf
  - (d) by the Association in the name of the Association.
2. Within five (5) school days after receiving the written grievance, the principal shall communicate his/her decision on the grievance in writing to the grievant or the Association representative with a copy to the Superintendent.

B. Step 2

Within ten (10) school days after receiving the decision of the principal, the teacher may, on his/her own or through the Association representative appeal, the decision of the principal to the Superintendent or any designee of the Superintendent upon whom the Superintendent has conferred authority to act.

1. Within five (5) school days after receiving the appeal, the Superintendent or any designee of the Superintendent upon whom the Superintendent has conferred authority to act shall investigate, meet, and confer on the grievance. All persons who participated in Step 1 shall have the opportunity to be heard.
2. Within ten (10) school days after the meeting on the appeal, the Superintendent or his/her designee shall communicate his/her decision in writing to the aggrieved teacher with a copy to the principal and the Association representative.

C. Step 3

Within twenty (20) school days after receiving the decision of the Superintendent or his/her designee the Association and/or grievant may appeal the grievance to the Board of Education.

1. No later than twenty (20) school days after receiving the appeal in writing the Board shall meet pursuant to the "Open Meetings Act". All persons listed in Step 1, shall have the right to participate in this step.
2. Within ten (10) school days after said meeting, the Board shall communicate its decision in writing to the aggrieved teacher, if any, the Superintendent, the Building Principal, and the Association.

D. Step 4

Within thirty (30) school days after receiving the decision from the Board of Education, if there is to be an appeal, the Association shall submit the grievance to Binding Arbitration under the rules of the American Arbitration Association.

1. In the event that the Association does not file the grievance with the American Arbitration Association within thirty (30) school days after the receipt of the Board's decision, the grievance shall be deemed abandoned and the Board's decision shall be considered accepted.
2. The fees and expenses of the arbitrator and of the American Arbitration Association shall be shared equally by the Board and the Association.
3. The Arbitrator shall have no power to alter, modify, add to or subtract from the provisions of this Agreement. His/her authority shall be limited to deciding whether there is a violation of the terms of this Agreement.
4. The Arbitrator's decision shall be binding on both parties.

**C. Appearance and Representation**

1. The Association shall provide the school district with a written notice, which will include the names of all witnesses to be excused, ten (10) school days prior to an arbitration hearing.
2. Meetings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, to be present at the hearing pursuant to this article who shall be excused without loss of pay.

3. If the grievance arises from the action of authority higher than the principal, the Association may present such grievance at Step 2 of this procedure.
4. If a grievance arises which affects the entire system, the Association may submit such grievance directly to the Superintendent for action; however, this shall not eliminate any administrator from participation at the request of the Superintendent.
5. The Association, on its own behalf, shall have the right to appeal a decision on a grievance at any step in this procedure.

**D. Time Limits**

1. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limit shall mean an automatic appeal to the next step of this procedure.
2. Failure to appeal a decision within the specified time limit shall be deemed an acceptance of the decision.
3. Time limits specified in this procedure may be extended in any specific instance by mutual agreement by the parties in writing.

**E. Rights Under Law**

1. Nothing contained in this grievance procedure shall deny to any teacher his/her right under Section II of Act 336 of the Public Acts of 1947 as amended by Act 379 of the Public Acts of 1965 or to the Board any rights imposed upon it or granted to it by law, nor of any other legal right which presently has provided; however, that if a teacher elects to pursue any legal or statutory remedy, such election will bar any further or subsequent proceedings for relief under the provision of this article.
2. The parties acknowledge an employee's rights under the Michigan Tenure Law cannot be waived; however, should an employee exercise his/her rights as provided in the Tenure Act, he/she shall be precluded from invoking the provisions of the grievance procedure as outlined in this agreement.

**F. Probationary Teachers**

The termination of service or failure to re-employ by the Board of Education any probationary teacher shall not be considered the basis of an appeal to arbitration under the procedure outlined in this article.

**G. Records**

Official grievances filed by any teacher under the grievance procedure as outlined in this collective bargaining agreement shall not be placed in the personnel file of the teacher, nor shall

such grievance become a part of any file or record, which is utilized in the promotion process; nor shall it be used in any written recommendations for job placement.

## **H. Decisions/Adjustments**

No decisions or adjustments for grievance shall be contrary to any provisions of this contract.

## **ARTICLE VI - STAFFING AND NOTIFICATIONS**

### **A. Qualifications and Assignments**

1. Students are entitled to be taught by teachers working in their area of competence. Teacher assignments at all levels shall be made in accordance with standards presented.

*All teachers employed in regular teaching positions shall be assigned by the Superintendent to those positions for which they are qualified and have met the requirements of the State Certification Code.*

2. *The employment of teachers without provisional, permanent or continuing certification is to be permitted only in cases of absolute necessity when no qualified applicants are available and following an active search by school officials and the Association shall be so notified in each instance.*
3. All bargaining unit members shall be given written notice of their tentative teaching assignment for the coming school year no later than June 30. Such notice shall include building assignment, grade level (elementary only) or probable courses to be taught (secondary only).

Notices of tentative assignment for the forthcoming school year shall not limit the Board of Education from altering tentative assignments to meet unforeseen circumstances.

4. *The Board of Education, School District of the City of Harper Woods, and the Harper Woods Education Association, MEA-NEA Local 1, recognizing that with the re-enactment of the Elementary and Secondary Act (ESEA)/No Child Left Behind Act (NCLB) (20USC 6301 ET ESQ.) effective January 8, 2002, highly qualified status will be required of those teachers teaching in core content areas as identified under this law by the end of the 2005-06 school year. (See Attachments 1 through 6.)*

*For those positions not addressed as part of the Act, the determination of eligibility shall be based upon the following criteria of qualifications:*

- A. *The teacher is presumed to be a graduate of a recognized accredited degree granting institution.*
- B. *The teacher will have pursued successfully a curriculum in specific subject area for his/her potential teaching assignment.*

- C. *The teacher will have verified his/her formal training by an endorsement from the appropriate state agency through his/her degree granting institution.*
- D. *Demonstrated competency, as evidenced by evaluation, within his/her prior assigned level (e.g. Elementary, Secondary) within the school district.*
- E. *Evidence of further reinforcement of his/her original endorsement by a recognized accredited degree-granting institution.*
- F. *The teacher shall meet the requirements of the North Central Association of Colleges and Secondary Schools wherever applicable. If the school district's requirements exceed North Central's requirements, the school district's requirements shall prevail.*

**B. Vacancies - Definitions, Notification, Filing**

1. Vacancies

A vacancy under this agreement is defined as a bargaining unit position, which is unfilled as a result of:

- (1) newly created position
- (2) resignation
- (3) death
- (4) approved leave of absence, excluding child care leaves
- (5) sick leave in excess of one (1) semester with written authorization by a licensed physician.

2. Notification of Vacancies

- A. Posting of vacancies shall be made as they occur and will include the requirements set forth for the position. Said posting shall be for a period of five (5) school days on a designated bulletin board in each building, with a copy to the Association. Receipt of application(s) will be acknowledged in writing.
- B. During the summer when school is not in session, notices of vacancies will be mailed to all certified staff eligible for the vacancy. New vacancies that arise as a result of an initial posting will be posted via a telephone hotline.
- C. When a teaching vacancy occurs, the school district will notify the President of MEA/NEA Local 1 that a vacancy(ies) exists in the school district. The Board further agrees to give consideration to the applicants from MEA/NEA Local 1.

3. *A vacancy shall be filled by the applicant possessing the necessary qualifications and certification, as defined in section A above. Where two or more applicants possess substantially equal qualifications and certifications, as defined in Section A above, the applicant with the greater seniority shall fill the vacancy. If all the above are substantially equal, the person with the greatest number of semester hours earned above the Bachelor's Degree shall fill the vacancy.*



### **C. Transfer and Reassignments**

1. For the purpose of this section the terms transfer and reassignment are defined as follows:
  - A. Transfer

A change of total teaching assignment from/to elementary or secondary level or vice versa.
  - B. Reassignment

A change in teaching assignment within the bargaining unit member's qualification and certification, as defined in Section A above, not described as a transfer as defined above.
2. Requests for transfer and/or reassignment from members of the bargaining unit shall be submitted in written form to the Superintendent on or before April 15 of each school year to remain active. Written requests for transfer/reassignment shall include the school, grade, position sought and the applicant's qualifications. Applications received will be acknowledged by the Superintendent within five (5) working days. *When qualifications and certifications are equal the teacher with the greater amount of service to the district will be transferred/reassigned first.*
3. Requests for voluntary reassignments from members of the bargaining unit shall be submitted in written form to the Superintendent on or before April 15 of each school year to remain active. Applications received will be acknowledged by the Superintendent within five (5) working days. *Seniority will be considered when making the assignment.*

### **D. Involuntary Transfers**

1. An involuntary transfer/reassignment is a transfer/reassignment (as defined in C above) not requested by the teacher.
2. *Involuntary transfers/reassignment will only be made to meet the requirements of the educational program as established by the Board of Education.*
3. *When, on the basis of qualification and certification (as defined in Section A above), all things are equal, the teacher with the least amount of service to the district will be transferred/reassigned first.*
4. *A teacher who is involuntarily transferred/reassigned will have first priority to transfer/reassignment back to their original building provided said teacher is qualified and certified (as defined in Section A above) to fill the vacancy.*

5. The Superintendent shall provide the affected teacher with written notice of said transfer/reassignment thirty (30) days prior to effective date of the transfer/reassignment.

**E. Seniority**

1. Seniority will commence on the first date that instructional services are rendered by a person holding a regular contract with the school district for which there is compensation.
2. Leaves of absence, other than Association leave, approved by the Board of Education will not interrupt an employee's seniority status, but such status shall remain "frozen" from the commencement date to the termination date of the leave.
3. Upon ratification of this agreement, seniority for new teachers will be determined as follows:
  - A. Within two (2) weeks of the beginning of each school year, the Board will provide the Association with a list of employees who began active employment on the same day.
  - B. The Board and the Association will agree upon a date during the next thirty (30) days when a meeting will be held to hold a drawing to determine seniority. The time, date, and place will be communicated to the employees affected. The President of the Association, or his/her designee will attend the meeting. Any employee is welcome to attend.
  - C. Each employee participating in the drawing shall have their name placed on a separate slip of paper. All slips will be placed in a container and drawn. The first name drawn will be placed on the first available slot on the seniority list. The drawing will continue, one name at a time, until the names of all employees hired on the same date are drawn and placed appropriately on the seniority list.
4. Seniority shall not accrue during any "layoff" period.
5. Resignation shall be considered to be a termination of service and the cancellation of all claims to seniority within the school district.
6. No later than 30 days following ratification of this agreement and every November 1 thereafter, the Board shall prepare and submit to the Association a seniority list, which shall include the certification record of each member of the bargaining unit on file in the Board office. Each teacher is responsible for submitting and maintaining a record of their certification and endorsements with the Board of Education. Additional endorsements are to be submitted within ten (10) days of their receipt.
7. Any teacher who is transferred to or hired into an administrative or supervisory position after September 1, 1984, shall retain their district teaching seniority while an administrator or supervisor.

## F. Layoff

1. A layoff shall be defined as a necessary reduction in work force due to a decreased student enrollment, a shortage of operating funds or decrease in work.
2. In the event it becomes necessary to reduce the number of bargaining unit members, the Board will first discuss with the Association the effects of such reduction and give the Association the opportunity to make recommendations in writing related to such reduction.
3. *Proper written notice will be given to the teachers sixty (60) calendar days prior to the effective date of layoff except for reasons of economic distress, unexpected decline in enrollment or lack of work, in which instances written notice will be given to the teacher fifteen (15) calendar days prior to the effective date of layoff.*
4. The current language remains in effect until August 31, 2014. The following language will be recommended to the Board by both parties to be adopted as an administrative policy.

For purposes of personnel decisions when conducting a staffing or program reduction or any other personnel determination resulting in the elimination of a position, or when conducting a recall, the order of reduction shall be determined based upon the following ratings under the District's performance evaluation system under MCL 380.1249.

- a) Ineffective
- b) Minimally effective
- c) Effective and highly effective

When all factors involved in the personnel determination (performance evaluation, ranking as listed above, highly qualified status, certification, etc.) are equal, length of service or tenure status shall be the tiebreaker.

*In cases requiring a reduction of teacher work force due to a decrease of work or operating funds, the order of release of employees qualified and certified as defined in Section A above for the remaining positions available shall be:*

- A. *Teachers hired after January 3rd of that school year.*
- B. *Probationary teachers according to qualification and certification as outlined in Section A above and seniority.*
- C. *Tenure teachers according to qualification and certification as outlined in Section A above and seniority.*
- D. *The most senior teacher shall be retained in position providing s/he meets the qualifications and certification as defined in Section A above. If a position cannot be*

*filled with a certified and qualified teacher, in accordance with seniority, a teacher with lower seniority may be retained.*

5. A laid off bargaining unit member shall, upon application, be granted priority status on the district's substitute teacher list.
6. A laid off bargaining unit member may continue his/her health, dental and/or life insurance benefits by paying monthly the normal per subscriber group rates premium for such benefits consistent with provisions of carrier's policy.
7. During a period of impending layoff, the employer agrees to grant all requests for voluntary leaves of absence to bargaining unit members who make such requests. Said leave shall not exceed one school year and shall be made in written form to the Superintendent on or before May 15.

**G. Recall**

1. *Laid off bargaining unit members shall be recalled to the first vacancy for which they are qualified and certified as defined in Section F 4 above, in reverse order of layoff.*
2. Except as provided in paragraph 5 of the section, a laid off bargaining unit member shall be considered laid off for a period not to exceed five (5) calendar years from date of layoff at which time they shall be removed from the recall list. Refusal of an offer from the employer of a position for which the laid off bargaining unit member is certified or failure to respond within ten (10) days of receipt of a written offer of a position made by the employer shall be cause for termination.
3. Notification of a recall shall be in writing with a copy to the Association. The notification shall be sent by certified mail to the bargaining unit member's last known address. It shall be the responsibility of each bargaining unit member to notify the employer of change in address.
4. Recalled bargaining unit members shall be entitled to all sickness and leave benefits as provided herein.
5. It is understood and agreed that a probationary teacher on layoff who is not recalled after one (1) school year shall be terminated and shall not be subject to recall. It is further understood and agreed that in the event a laid off tenure teacher acquires tenure in any other school district during his/her period, said teacher shall be deemed to have resigned his/her position at the Harper Woods School district and may, in such instances, be terminated by the Board.

## **H. Promotion**

1. A promotion shall mean a change to an administrative position.
2. During the school year, notices of such vacancies shall be forwarded to all staff members by a memorandum. Such notices shall include: job description, qualifications, experience required, if any, personal skills, the date the position is open and instruction for filing application.
3. During a time when school is not in session, notice of such vacancies shall be mailed to each teacher's mailing address. Any teacher may apply for such position.
4. In filling the vacancy, the Board shall give due weight to the professional background, attainments, seniority in the school system of the applicant and other relevant factors.
5. The school system reserves the right to fill such vacancies from within or from outside the school system.
6. The Board will select the applicant based on its judgment of the candidate's qualifications.
7. All applicants will be informed in writing as to the disposition of their application.

### **ARTICLE VII - CALENDAR (See Appendix D)**

178 student and 185 staff days. A committee consisting of members of the Association and the District administration will meet to develop calendars for the 2014-2015, 2015-2016 and 2016-2017 years.

### **ARTICLE VIII - TEACHING CONDITIONS, HOURS, LOADS**

#### **A. Class Size, Student Assignments, Teaching Load** are important aspects of an effective educational program

1. The parties agree class size; student assignments and teaching load will be equalized, if feasible, and shall reasonably reflect the past practice of the Board to maintain overall class size of thirty (30) students per teacher providing resources are available to implement the intent of this article.

2. Where circumstances due to financial distress, unexpected decline in enrollment or unexpected increase in enrollment arise, the parties acknowledge that the class size limits may be extended to the maximum class size as follows:

Grade Level	Maximum
K	32
1-6	34
7-12	36

The parties agree that the maximum limits as established above shall not apply to Physical Education and Music.

3. The teaching load shall be assigned by the building principal.
4. If class loads exceed the maximums above teachers shall be paid for the overage as follows:
- A) Elementary: \$4 per student, per day
  - B) Secondary and Elementary "Specials": \$1 per student, per class hour per day.

There is a 30 day grace period at the beginning of the school year starting the first student day and a 5 day grace period at the beginning of the second semester. If the student remains in the class after the grace period, the teacher will be paid retroactively.

## **B. Preparation Time**

1. During the elementary student instructional day, elementary classroom teacher's preparation time will be as follows:

Kindergarten through third grade teachers shall receive no less than 250 minutes per week. The preparation time is contingent upon supporting staff in Music, Art and Physical Education. Should such supporting staff be discontinued for financial or other reasons the preparation time shall be no less than 250 minutes per week as assigned by the Building Principal and outside of the approved student instructional day.

2. Grades 4 through 6 teachers shall receive 250 minutes per week.

The preparation time is contingent upon supporting staff in Music, Art, and Physical Education. Should such supporting staff be discontinued for financial or other reasons the preparation time shall be no less than 250 minutes per week as assigned by the Building Principal and outside of the approved student instructional day.

When special teachers of Art, Music, and Physical Education are absent, which provides the preparation time for classroom teachers Grades K through 6, and a substitute cannot be obtained, the classroom teachers shall teach that subject and be compensated for same.

3. Preparation time and special classes are to be assigned by the Building Principal. Assignment of preparation period for teachers who serve both elementary schools will be determined by the school where the majority of his/her teaching time is served.
4. High School and Middle School teachers shall be scheduled for five (5) assigned periods or its equivalent time plus one (1) preparation period per day.
5. Teacher volunteers for substitute work shall be determined through answers to the following:
  - A. I will substitute during my preparation period
  - B. The Principal may ask me to substitute in the event that all regular teacher substitutes are unavailable
  - C. I will not substitute more than one (1) day per week

The exception to the above volunteer substitution policy is the necessity to fulfill the requirements as stated in the emergency leave policy.

**C. Recess**

Recess for each class in Grades Kindergarten through Third will not be held on the same half day when its physical education class is scheduled.

**D. Teacher Hours**

1. The actual teacher and instructional day shall be bargained by the parties for each building, but shall meet the state requirements for days and hours of instruction.
2. Teacher hours that require adjustment due to specific program definition (e.g. Special Education and Vocational Education) must be approved by the Superintendent. Teachers working in approved adjusted programs shall report fifteen (15) minutes prior to the beginning of their instructional program.
3. If the State requirements for minimum days and hours of pupil instruction change during the life of this Agreement, representatives of the Association and the Board shall meet for the purpose of bargaining the school calendar and hours of instruction.

**E. Lunch Period**

1. All teachers are guaranteed a duty free thirty (30) minute lunch period.
2. Teachers may volunteer for lunch room supervision and shall receive compensation of eighteen dollars (\$18.00) an hour for same.

3. If there are not enough volunteers to adequately supervise the lunch program a committee of Association officers will immediately meet with the administration to develop a plan to provide sufficient teacher supervision (applies to Secondary only).

**F. Number of Class Preparations**

Every reasonable effort shall be made so that no secondary teacher will be assigned more than four (4) different daily preparations.

**G. Student Schedules**

Every reasonable effort shall be made to change student's schedules by the end of the first full week of each semester (SEE ARTICLE VIII, A ,4)

**H. Extended Days . . . Visitations and Conferences**

1. Visitations . . . up to Four (4) Parent/Teacher visitation may be scheduled during the school year. Two (2) of the above visitations will be at the discretion of the individual teacher, and will be chosen from activities occurring within their respective buildings, with the exception of graduation which can be chosen by teachers from any level. All teachers are expected to be present during these visitations to talk with parents.

2. Parent/Teacher Conferences

Elementary Parent/Teacher Conferences

Parent/Teacher conferences at the elementary school shall be as follows:

Two afternoon conferences from 12:15 – 3:15 p.m.

One evening conference from 5:00 – 8:00 p.m.

One half-day compensatory time shall be scheduled on the school calendar each semester.

Secondary Parent/Teacher Conferences

Parent/Teacher Conferences at the secondary level shall be as follows:

One afternoon conference from 11:45 a.m. to 2:45 p.m.

One evening conference from 5:00 – 8:00 p.m.

One half-day compensatory time shall be scheduled on the school calendar each semester.

3. Teachers shall meet up to four (4) times per month (Wednesdays) not to exceed seventy five (75) minutes per day for building, department, grade level, curriculum, or for school improvement meetings. This language is inoperable and abated during the period of time the extended work week as defined in the Letter of Understand on page XXXX is in effect.



## ARTICLE IX – ACCEPTABLE USE OF INTERNET/INTRANET

The parties recognize that the Internet/Intranet is a vast resource capable of providing enhanced information gathering and communication skills to assist in educational, employment-related, and Association endeavors.

Bargaining unit members' use of the Internet/Intranet is appropriate under all of the following circumstances:

1. support of the academic program;
2. telecommunications;
3. Association activities; and
4. reasonable personal and recreational usage to the extent that such does not violate any express prohibitions of this Agreement and does not interfere with the bargaining unit members' assigned duties and responsibilities.

Bargaining unit members agree that the Internet/Intranet may not be used for commercial, for-profit purposes or political lobbying.

The parties agree to form an Internet/Intranet Acceptable Use Committee with Association and Administration representation. The Committee shall consist of six (6) individuals, three (3) of whom shall be named by the Association and three (3) by the Superintendent. The Committee will periodically review Internet/Intranet issues and present proposed changes to this article to the Board and the Association Executive Committee for approval.

It is the responsibility of the staff member to monitor computer use by those students in his/her responsibility. The parties agree that, unless negligent, bargaining unit members will not be held liable, nor be disciplined for inappropriate acts committed by a student with regard to the Internet/Intranet, including, but not limited to, information retrieved from the Internet by a student in violation of this Article or any federal, state, or local law, a student's inappropriate use of electronic mail communication in violation of this Article or any federal, state, or local law, a student's design of a web site in violation of this Article or any federal, state, or local law.

The parties agree that proficiency, or lack thereof, in the use of the Internet/Intranet shall not be used in a negative fashion for evaluation purposes of a bargaining unit member. The Board agrees not to cease a bargaining unit member's use of the Internet/Intranet due to an unintentional violation of this Article.

Bargaining unit members will regularly delete old email messages from the personal mail directory to avoid excessive use of the electronic mail disk space.

Intentional misuse of the network or computer systems may result in loss of access privileges. Misuse includes, but is not limited to: illegal installation of copyrighted software, unauthorized downloading, copying, or use of licensed or copyrighted software.

## ARTICLE X – EVALUATION, DISCIPLINE AND JUST CAUSE

### **A. Teacher Evaluation**

1. Each bargaining unit member, upon employment or at the beginning of the school year, whichever is later, shall be apprised of his/her responsibilities.
2. *Administrators shall assist bargaining unit members in becoming oriented to the district and improving instruction, through direct observation of the bargaining unit member's work. Probationary bargaining unit members shall be evaluated once every school year. Each evaluation shall be preceded by at least two (2) observations at least sixty (60) days apart. Tenured teachers shall be evaluated once every three (3) years. Each evaluation shall be preceded by two (2) observations at least sixty days apart.*
3. All monitoring or observation of the work of a bargaining unit member shall be conducted with full knowledge of the bargaining unit member.
4. *An observation shall be for not less than one class period or the duration of a particular teaching/instructional unit. The principal will inform the teacher in advance of the week in which he/she is to be observed.*
5. Within ten (10) days, the Administrator shall meet and discuss the observation with the Bargaining Unit Member. Following that meeting the Administrator shall prepare and submit a written report and recommendations to the Bargaining Unit Member within ten (10) days of the observation if the Administrator believes a bargaining unit member is doing unacceptable work. In specific terms, the administrator will suggest ways for said teacher to improve his/her teaching effectiveness. *In subsequent observation reports, failure to again note a specific deficiency shall be interpreted to mean that adequate improvement has taken place.*
6. *Following the two observations, the Administrator shall prepare and provide a written evaluation and hold an evaluation conference with the bargaining unit member for the purpose of clarifying the written report and recommendations. Such a conference shall be held within ten (10) days of the submission of the written report to the bargaining unit member.*
7. A bargaining unit member who disagrees with an observation or evaluation may submit a written answer which shall be attached to the file copy of the observation or evaluation in question and/or submit any complaints through the grievance procedure.
8. Complaints against a bargaining unit member by any parent, student or other person will be promptly called to the attention of the bargaining unit member. Complaints shall not be incorporated into the bargaining unit member's *evaluation* or personnel file unless the bargaining unit member has been informed of the complaint.

9. A teacher's signature on the evaluation denotes receipt of the form and does not denote agreement with the contents.
10. The District will begin compliance with PA 102 for the 2013-2014 school year, i.e. student growth and achievement will be 25% of required annual evaluation, with increases per PA 102 in the 2014-2015 and 2015-2016 school years.

*The Association and the Board agree that the Revised School Code sections 380.1249 and 380.1250 require collective bargaining. A committee with 3 members appointed by the Association President and 3 members appointed by the Board shall meet for the purpose of developing an evaluation model and pay for performance guidelines.*

*The Association and the Administration acknowledge the work done by the MISD Committee and agree to reference these models to develop the new model. The committee will use the consensus model. The committee will have agreed to a model by June 30, 2011. This evaluation tool will be used beginning in the 2011-12 school year.*

## **B. Teacher Discipline - Just Cause**

1. Probationary teachers may be discharged upon recommendation of the Superintendent and approval of the Board. The statutory written statement and notice will be delivered to the teacher *no less than sixty (60) calendar days* no less than fifteen (15) days prior to the end of the school year *or not less than sixty (60) days prior to the end of the school year*. A teacher has the right prior to the effective date of discharge to have an interview with the Superintendent to review the reason for discharge.
2. No teacher shall be disciplined or receive a reprimand which could result in the suspension, reduction in compensation or termination of employment on an arbitrary and capricious basis (see letter of understanding pg. 75) and unless preceded by a conference with the teacher by the appropriate administrator prior to taking any action. A written explanation for the action shall be given to the teacher and the Association on request.

No bargaining unit member WHO IS NOT IN A POSITION REQUIRING CERTIFICATION AND WHOSE EMPLOYMENT IS NOT GOVERNED BY THE TEACHER TENURE ACT shall be disciplined or receive a reprimand which could result in the suspension, reduction in compensation or termination of employment without just cause and preceded by a conference with the teacher by the appropriate administrator prior to taking any action. A written explanation for the action shall be given to the teacher and the Association on request.

3. The employee may request and shall be entitled to the presence of his/her Association representative in any meeting with the administration, which could reasonably result in discipline. It is understood and agreed that during any such investigatory and/or disciplinary interview, the Association representative will not interfere with or obstruct the employer's investigation of the facts.

**ARTICLE XI - COMPENSATION**

**A. Salary Schedule**

1. The basic salaries of bargaining unit members covered by this Agreement are incorporated into a salary schedule format as provided in Appendix C Salary Schedule.

Such Appendix C Salary Schedule shall remain in effect without deviation during the designated periods.

**2013-2014**

- Move to the next step from which the member was paid for in 2012-2013, except teachers paid on the 00 salary step will move to Step 1, and teachers paid on the 0 salary step will move to step 2.
- Re-adjust the 2013-2014 Salary Schedule (Appendix C) by adding one (1) percent to Appendix C Salary Schedule no later than August 20, 2014. This salary schedule will be the new salary schedule beginning 2014-2015 school year.

**2014-2015**

- All employees on the salary schedule will move up one-half step from the step the member was on in 2013-2014. The member will be paid one-half of the amount that is calculated between the two steps.

**2015-2016**

- All members on the salary schedule will move up one-half step from the step the member was on in 2014-2015. The member will be paid for the step the member is on.

**2016-2017**

- There will be a salary re-opener in 2016-2017. Bargaining will begin no later than April 7, 2016.

Example: A teacher paid on Step 5 in 2012-2013 will move to Step 6 for 2013-2014, and will be paid according to that Step. By August 20, 2014, the 2013-2014 salary schedule will increase by 1%.

In 2014-2015 the teacher will move one-half step on the "New Salary Schedule" and be paid half of the amount between Step 6 and Step 7.

In 2015-2016 the teacher will move one-half step to Step 7 and be paid at the Step 7 rate.

T.A.  
P.S.  
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2. The salary schedule set forth in Appendix C is based upon the regular calendar as set forth in this Agreement. For assignments in excess of the normal teaching work load during the school calendar year, teachers will be compensated on their individual hourly rates.

3. The teacher's hourly rate shall be determined in the following manner:

Contracted Salary

185 contract days Hourly rate: Contracted salary divided by 185 divided by 6.

4. Full experience credit on the pay scale up to a maximum of nine (9) steps may be granted for any combination of the following:

- A. Prior teaching experience
- B. Military service experience--maximum of two (2) years
- C. Peace Corps/VISTA Service--maximum of two (2) years
- D. Foreign exchange teaching
- E. Job Corps teaching
- F. Possession of Vocational Education Certificate two-year maximum and is employed with the intent to teach Vocational program will receive experience credit.

The above includes existing personnel who have a Vocational Certificate and who meet the above criteria.

5. Payment in addition to the contracted amount shall be made for the following, based on a full time position:

- A. Speech correctionists/Type C/LD - \$300.00 annually
- B. Social Worker/Psychologist - \$400.00 annually

6. All members will participate in direct deposit to the financial institution of their choice.

**B. MA/MS; MA/MS + 15; MA/MS + 30; Ed. Spec. Ph.D. or Ed.D.**

1. When a teacher receives an MA or MS degree, an MA/MS plus fifteen (15) hours, an MA/MS plus thirty (30) hours, an Ed. Spec., Ph.D., Ed.D. he/she will receive pay at the new degree level rate provided:

- A. That he/she has notified the Superintendent's office in writing of his/her intent to complete said degree sixty (60) calendar days prior to date when all requirements for said degree will be completed.

- B. That he/she has submitted evidence (transcript, official letter from the records or registrar's office) that the course has been completed at least fourteen (14) calendar days before the beginning of any semester.

**C. Tax Sheltered Annuities**

1. Tax sheltered annuity programs are available through written request by the teacher to the payroll department for same.
2. Annuities are available at the teacher's expense from:
  - American Century Investments
  - Fidelity Service Company
  - Paradigm Equities
  - Pro Equities
  - Janus Funds
  - TIAA Cref
  - Vanguard

**D. Pay Plan**

1. In September of each year or at the time of hiring for new personnel, each teacher in the Harper Woods School System shall sign a statement indicating whether he/she wishes to be paid on a twenty-one (21) or twenty-six (26) pay plan. Said statement shall be available to the teachers in the office of the building during the first week of the school year. No teacher may change his/her selected payment option once it has been made for the school year.
2. Each pay plan shall be based on bi-weekly payment schedule of equal amounts except when the pay cycle is affected by the beginning or the end of the school calendar year.
3. For employees whose salary payments are scheduled on the twenty-six (26) pay plan, payments shall be made during the summer months and no "lump sum" payment may be made in June.
4. For employees whose contract has been terminated in June and who are on the twenty-six (26) pay plan, balance of their contract will be paid in one (1) lump sum in the twenty-first pay.
6. Checks issued in late June, July and August will be mailed to the teacher address on file in the Board office. Where the summer address of the teacher is different from the one on file, said teacher will provide the Board office with self-addressed envelopes on or before June 30 of each year.

7. If any employee irrevocably tenders his/her resignation to the Board of Education, and is entitled to receive, upon termination of employment, accumulated sick leave, severance and/or ERI payments (termination pay), then the entire amount of such employee's termination pay shall be paid as a non-elective employer contribution directly to the 403(b) plan of the employee's choosing. Employees who meet the conditions described in the preceding sentence shall not have the option to receive any portion of the termination pay to which they become entitled in cash. Notwithstanding the foregoing, if the contribution of the entire amount of an employee's termination pay to the employee's 403(b) plan would result in excess annual additions to the employee's 403(b) plan contract under section 415 of the Internal Revenue Code, then so much of the employee's termination pay that can be contributed to the employee's 403(b) plan contract without exceeding the limit on annual additions will be contributed to the employee's 403(b) plan contract in the year in which the employee terminates employment. As permitted by applicable law, the unpaid balance of the employee's termination pay will be contributed to the employee's 403(b) plan as post-employment contribution for up to five years after the employee terminates employment, provided that in each successive year, only an amount up to, but not exceeding, the limit on annual additions for the year will be contributed to the employee's 403(b) plan. If any of the employee's termination pay is still unpaid after five years, then the unpaid amount will be paid to the employee in cash, subject to all applicable taxes and withholding.

## **ARTICLE XII - LEAVE POLICIES**

### **A. Personal Business/Sick Leave**

1. Each teacher will have ten (10) days a year allotted as sick days, immediate family illness days and/or personal business day with unlimited accumulation. These days may be used for personal illness, illness in the immediate family, and/or personal business which shall mean an activity that requires the teacher's presence during the school day and is of such a nature that it cannot be attended to at a later time when school is not in session or at the conclusion of a work day or on weekends. Vacation time is not to be regarded as personal business days.
2. Teachers absent from work due to an outbreak in his/her school of mumps, scarlet fever, measles, chicken pox, scabies, pink eye or lice, shall suffer no loss of compensation when contracting said disease following the normal incubation period and shall not be charged with loss of sick leave days.
3. Any employee who is absent for three (3) consecutive school days may be required to present a written medical certificate.



4. Upon retirement from the District employees with over 20 but no more than 125 days of accrued sick shall receive an additional one-time payment equivalent to the following below schedule.

However, members who have sick a sick day balance greater than 125 days as of the end of the 2010-11 school year shall retain these days beyond 125 and shall be capped at that number and any such members will be paid upon retirement as per the schedule below as long as their sick day balance remains above the 125 day cap.

1. For accumulated sick days in excess of 20 but fewer than 40, the employee will be paid 20% of the current daily rate for all accrued days;
  2. For accumulated sick days in excess of 39 but fewer than 60, the employee will be paid 25% of the current daily rate for all accrued days;
  3. For accumulated sick days in excess of 59, the employee will be paid 35% of the current daily rate for all accrued days.
5. In order to be paid for the day, teachers must be present on the day preceding and in the a.m. session of school succeeding a holiday or vacation period when students are not in regular attendance at school. Absences due to personal or family illness verified by a physician, bereavement as defined in Section E of this agreement, or jury leave as defined in Section H of this agreement will not result in docking of pay.

#### **B. Sick Leave Bank - Records and Administration**

1. A sick bank of two hundred forty eight (248) days will be maintained. If more than two hundred forty eight (248) sick bank days are used in one (1) school year, the teachers and the Board will contribute one (1) day per teacher. The Board will maintain the bank at two hundred forty eight (248) days to be adjusted at the beginning of each school year. The waiting period for a teacher to use sick bank days will be fifteen (15) days.
2. The president of the Harper Woods Education Association shall appoint a committee of three members selected from Association officers and building representatives. This appointment will be approved by the Executive Board. This committee will review, for approval, use of the Sick Leave Bank and make recommendations to the HWEA Executive Board. The executive board will make final decisions on all Sick Leave Bank Issues based on the recommendations made by the Committee.
3. The Harper Woods Schools business office shall maintain all records in regard to the number of days maintained and accumulated in personal banks as well as the district Sick Leave Bank. It shall also maintain records as to the number of days used by personnel and from which bank these days were taken.



4. The business office shall notify the HWEA president by August 15 each year as to the number of days in the district Sick Leave Bank and the number of accumulated days each sick leave bank member has in their personal bank. The committee shall meet the first week of school each fall to determine any assessment necessary and notify the business office as such by the end of that week. The business office shall notify each HWEA member at the beginning of each school year, by the third pay date, as to the number of days accumulated in their personal bank.
5. The business office shall make any of the above records (data only) available to the HWEA president or designee within one work week of a written request.

### **C. Sick Leave Bank – Rules and Regulations**

1. The procedure for administration of the HWEA Sick Leave Bank shall be in accordance with the following provisions and shall be for the use of all bargaining unit members. All bargaining unit members are required to abide by the rules and regulations governing the Sick Leave Bank.
2. Every new teacher will contribute one (1) day to the Sick Leave Bank in each of their first and second years of employment.
3. Any first or second year teacher may apply to the Sick Leave Bank committee in case of emergency for needed days. (First and second year Harper Woods teachers may not have had an opportunity to accumulate the required fifteen (15) days.)
4. Sick Leave Bank days are applicable only for the first working day of the regular school year until the last working day of the regular school year. (Sick Leave Bank days are not available to extended contract time periods).
5. When days taken due to sickness/illness are compensable under the Michigan Workers Compensation Act, said days will be taken out of the Sick Leave Bank so no loss of pay will occur, and any monies received by members for said sick days (not for medical expenses) will be promptly reimbursed to the Harper Woods business office. Use of sick leave days, in this case, is subject to rules and regulations of the Sick Leave Bank.

### **D. Sick Leave Bank - Bank Usage**

1. The Sick Leave Bank is established for use of sick days due to illness, injury, or surgery, and not for personal business, nor leave of absence.
2. Elective surgery should not be considered an appropriate use of sick bank days.
3. When the Sick Leave Bank falls below zero (0) days, in one school year, replacement of days will be shared equally by members and the Board (as per contract).

4. To use Sick Leave Bank days, a member must first use at least fifteen (15) of their own sick days, related to the Sick Leave Bank request, of which ten (10) must be consecutive, in a given year from his/her own personal sick day bank. The member must provide a letter of authorization, allowing the HWEA president or designee to obtain information related to that individual's personal sick bank. It is possible that a staff member may not have enough of their own days and would be docked.
5. A member who has drawn from the Sick Leave Bank in any given year may re-enter the bank after five (5) consecutive days with any medically documented illness or disability.
6. Reasonable proof of disability/illness shall be provided by the teacher to the Association and a copy shall be sent to the Administration for its records. Reasonable proof shall include a detailed diagnosis and prognosis for return. The Sick Bank Committee reserves the right to request a physician's statement regarding the teacher's medical status at any time during the sick bank leave. Confidentiality of personal medical records shall be maintained by the Sick Bank Committee and the Administration.
7. After a bargaining unit member has used ninety (90) consecutive sick bank days, the Board, at the Board's expense, may require the bargaining unit member to be examined by an appropriate specialist chosen by the Board. If the report of the Board's doctor and the report of the employee's doctor are in disagreement, the affected employee shall be examined at Board expense by an appropriate specialist in the area of controversy at St. John's Hospital in Detroit or the University of Michigan Medical Center in Ann Arbor. This final opinion shall determine if the member continues on sick bank leave and shall be final and binding on the parties.
8. A member may not use any more than 90 consecutive Sick Leave Bank days. After use of these days, a member may request placement on long-term disability insurance.
9. If a teacher exhausts the 90 consecutive day draw from the sick bank, that teacher is not eligible to reapply for the sick bank until another 45 school days have passed.
10. The committee recommends each member save as many days per year as possible, so as to avoid the possibility of being docked wages.
11. If any emergency occurs that is not covered by this document, the Sick Leave Bank Committee will be convened to review said emergency.

**E. Bereavement**

1. Absence from duty not chargeable to the above ten (10) days and not to exceed three (3) days per bereavement shall include death in the immediate family--husband, wife, mother, father, son, daughter, brother, sister, mother-in-law, father-in-law, grandparents and grandchildren.
2. Absences from duty not chargeable to the above ten (10) days and not to exceed one (1) day per bereavement will be allowed for death of an aunt, uncle, first cousin, niece, nephew, brother-in-law, or sister-in-law.

**F. Contingency Fund**

1. A contingency leave fund for Association business of forty two (42) days will be in effect for each school year of this contract.
2. The Association shall monitor, approve and notify the Board of Education of said approvals and of all requests for leave from the contingency fund.

**G. Emergency Leave**

1. An emergency shall be defined as a situation beyond the immediate control of the teacher causing said teacher to be absent from his/her assignment. Emergency leave shall be granted when an emergency necessitates such absence. Said time loss shall be recorded, when applicable, against the sick/personal leave time of the teacher.
2. If time is not applicable to the sick/personal leave time of the teacher said time loss will result in loss of pay.

**H. Jury Leave**

1. An employee of the School District of the City of Harper Woods absent from duty because of jury duty shall, upon written request through the offices of the Building Principal and Superintendent, be paid the difference between jury duty pay and his/her regular daily pay for the time served.
2. Jury service will have no effect upon the leave policy provisions for said employee.

**I. Court Appearance**

If an employee is subpoenaed to appear in court or required to attend any proceeding or required to give testimony on any case directly connected with the teacher's own employment or the Harper Woods School District, said teacher shall not have pay deducted for the time served nor shall the time loss be charged against the employee's sick/personal leave time.

**J. Absences from Duty**

1. All absences from assigned duties must be reported every day to the substitute telephone line. For extended absences prior notification covering the duration of the absence is acceptable.
2. Once a teacher has reported his/her unavailability, it shall be the responsibility of the Administration to arrange for a substitute teacher. In the event that no substitute teacher is available, regular classroom teachers who are assigned to substitute during the preparation period will be paid for such service at the rate indicated in Appendix A.
3. When a teacher is absent for one hour or less, he/she will be charged for one hour for the time missed from duty. When a teacher is absent for more than one hour, up to three hours, he/she will be charged for a half day for the time missed from duty.

**K. Use of Leave Absence Days**

Use of any absence day as provided in this agreement for the purpose of withholding services or strike purposes including but not limited to supporting a strike within or outside of the Harper Woods School District shall be considered inappropriate and improper.

**L. Family Medical Leave Act**

The Family Medical Leave Act shall be governed pursuant to the board policy as adopted by the Board on December 19, 2000. The employee must use accumulated paid sick leave and/or personal leave prior to going on an unpaid status. If the employee elects an FMLA leave, they will not be required to utilize his/her last two (2) days of accumulated sick leave. The remainder of any FMLA leave time will be unpaid as per Article XII or if appropriate covered by the sick bank.

**ARTICLE XIII - LONG TERM LEAVES**

**A. Rules for Leaves**

1. All leaves of absences except Association leave, granted by the Board of Education under this article, shall be without pay, fringe benefits, increment or accrual of seniority.
2. Requests for such leave will be submitted in writing to the office of the Superintendent at least thirty (30) days prior to the inception of the leave except where specified.
3. Teachers on leave of absence will give written notice to the Office of the Superintendent by March 1 of the school year that the leave expires, except where specified, of his/her intent to return or resign.

4. On return the teacher will be assigned to a position for which he/she is qualified and certified (as defined in Article VI, Section A) *seniority permitting*.

**B. Child Care Leave**

1. A child care leave of up to one (1) calendar year shall be granted to a teacher who requests such a leave. Such a request shall be given to the Superintendent thirty (30) days prior to the inception of the leave.
2. A teacher who adopts or assumes legal custody of a child shall be granted a leave according to the terms of this article.
3. A childcare leave may begin at any time during pregnancy or at the end of a medical disability or condition related to pregnancy or childbirth or upon legal acquisition or adoption of a child.
4. A teacher on a child care leave of absence shall give written notice to the Superintendent of Schools ninety (90) days prior to the date the leave expires of his/her intention to return or resign, or request an extension of the leave to the beginning of a new school year if the requested leave expires on or after February 1.
5. When a teacher is granted a child care leave, the following conditions shall govern such a leave:
  - A. The leave shall be without pay or fringe benefits.
  - B. The same position of the salary schedule as held when the leave was granted.
  - C. There shall be no accrual of seniority while on the leave.
6. At the conclusion of the leave, the teacher will be reinstated to a position for which he/she is qualified and certified (as defined in Article VI, Section A), *seniority permitting*.

**C. Military Leave**

1. A military leave shall be granted to any teacher who is inducted into the armed forces of the United States. Upon returning from military service he/she shall be assigned to a position comparable to the position held at the time of leaving. He/she shall be entitled to the increments indicated in the Federal law on the salary schedule during his/her leave of absence. The written request for return from military leave must be supported by competent proof that said person holds an honorable separation from military service. The application for reinstatement must be presented within ninety (90) days from the date of said release or discharge.

2. Any military service experience prior to certification and graduation with a college degree would not be counted as experience credit on the salary schedule. Military service credit is not to be interpreted as retroactive for anyone. Such service for credit becomes fully effective beginning with the 1966/67 year.

**D. Association Leave**

1. The Board shall grant a leave of absence to a teacher who is elected officer or staff of MEA-NEA Local 1, MEA, or NEA. Such leave shall be for a period not to exceed one year, subject to renewal at the option of the teacher for an additional period not to exceed one (1) year. The teacher shall notify the Board in writing, by June 1 whether the option is to be exercised.

Any further extension of said leave shall be jointly agreed to by the Board and the Association. An elected officer or staff of MEA-NEA Local 1, MEA, or NEA shall receive full seniority upon return from leave.

2. On return to this system the teacher shall be assigned to a position that is within his/her qualifications and certification (as defined in Article VI - Section A) *seniority permitting*.

**E. Peace Corps/VISTA Leave**

1. A leave of absence will be granted to any teacher with seven (7) years of employment in the School District of the City of Harper Woods who joins the Peace Corps/VISTA as a full time participant. Such leave may not extend for more than two (2) school years. Increment on the salary schedule shall be granted only in cases where the experience credit approved for outside the school system is within the nine (9) experience credit granted for same.

2. If more than three percent (3%) of the staff qualifies for said leave, priorities will be established based on the following rank order.

- A. Seniority
- B. Number of applicants from a department may limit said department to one
- C. Prior Leave

**F. Sabbatical Leave**

1. Applications for sabbatical leave must be made at least one (1) full semester prior to the proposed beginning of such leave. It is understood that the approval of such application is contingent upon the existence of a sabbatical leave policy in the collective bargaining agreement for the period during which such leave is to occur.

2. A sabbatical leave of absence may be granted to members of the professional staff of the School District of the City of Harper Woods. The granting of such leave is subject to the approval of the Board, upon recommendation of the Superintendent when in the considered judgment of the Board the professional competence of the staff member and the general welfare of the public school will be benefited.
3. The rules and regulations of the School District of the City of Harper Woods regarding sabbatical leave continue in effect in accordance with the following Michigan Statutory Provisions and amendments thereto:

340.572 Sabbatical leave for professional improvement:

Term (M.S.A. 15.3572)

Sec. 572. Any Board after a teacher has been employed at least 7 consecutive years by said Board and at the end of each additional period of 7 or more consecutive years of employment may grant said teacher a sabbatical leave for professional improvement for not to exceed 2 semesters at any one time; provided that the teacher holds a permanent or life certificate, or is engaged in teaching in a college maintained by the Board. During said sabbatical leave, the teacher shall be considered to be in the employ of the said board, shall have a contract, and may be paid compensation as provided in the rules and regulations of said Board, provided, however, that said Board shall not be held liable for death or injuries sustained by any teacher while on sabbatical leave.

4. Credit toward retirement

Teachers on a sabbatical leave shall be allowed credit toward retirement for time spent on such leaves in accordance with rules and regulations established by the Boards of Control of Public School Employees Retirement Funds.

5. Restoration to teacher position

- A. A teacher, upon return from a sabbatical leave, shall be restored to his or her teacher position or to a position of like nature, seniority, status and pay. Said teacher shall be entitled to participate in any other benefits that may be provided for by rules and regulations of the Board made pursuant to law.

- B. Any professional employee of the School District of the City of Harper Woods who meets the qualifications shall be eligible to apply for sabbatical leave. Sabbatical leave is given to professional personnel to permit them to improve their ability to render educational service.

- C. The number of teachers on sabbatical leave at a particular time shall not exceed three percent (3%) of the total number of teachers. Insofar as is possible a proportionate division of leaves of absence will be granted to the various groups of the professional staff.
6. If more than three percent (3%) of the staff qualifies for sabbatical leave, priorities will be established based on the following:
    - A. Seniority
    - B. Number of applications from a department may limit said department to one (1)
    - C. Prior leave
  7. Any professional employee who is granted a sabbatical leave must sign an agreement with the Board to return from said leave and serve at least two (2) years, or he shall refund any compensation received from the school district while on leave. Said refund shall be on a proportional basis.
  8. The compensation for the staff member on sabbatical leave will be one-half of the salary he/she would receive if on active staff status for the period in which the leave is in effect. All fringe benefits shall continue during the sabbatical leave period.
  9. Payment to a staff member on sabbatical leave will be made in accordance with the provisions of the Board of payment of salary to other members of the professional staff. The employee on leave will be responsible for keeping the business office notified of his address.
  10. A term of sabbatical leave will entitle an employee to an automatic salary schedule increment earned while on sabbatical leave.
  11. A sabbatical leave will also operate as a leave of absence without pay from all other school activities.
  12. An employee on sabbatical leave will report to the Superintendent as follows:
    - A. The employee will immediately request approval from the Superintendent if it becomes necessary for him to make changes in the planned program of leave outlined in the approved application.
    - B. An interim report will be filed at the mid point of the period for which the leave is taken. This report is to contain sufficient information to enable the Superintendent to determine that the leave is being utilized in the approved manner.



13. Each employee returning from sabbatical leave will file a final written report with the Superintendent no later than sixty (60) days after the day on which the employee again takes up active service. Said report is to include the name of the institution attended, course pursued, credits received, and experience gained, together with the applicant's appraisal of the professional value of the activities he was engaged in while on leave and the manner in which the knowledge and experience gained may be applied to the benefit of the school system.
14. An employee will not be considered as having completed the requirements of the sabbatical leave until his final report has been approved by the Superintendent. When approved these final reports will be transmitted to the Board of Education.

**G. Other Leaves**

With the approval of the Board of Education a teacher who does not qualify for another type of leave permitted by this agreement may be granted a leave for special reasons acceptable to the Board for not more than one (1) year.

**ARTICLE XIV - TEACHER'S PERSONNEL FILE**

**A. Review of Personnel File**

Each teacher shall have the right upon request to review the contents of his/her own personnel file maintained at his/her school or in the office of the Superintendent.

**B. Association Representative**

A representative of the Association may at the teacher's request accompany the teacher in said review.

**C. Material Review**

Materials will be given to the teacher only for review.

**D. Presence of Administrator**

The review will be made in the presence of the Administrator responsible for the safekeeping of said records.

**E. Confidential Material**

Privileged information such as confidential credentials and related personal references normally sought at a time of employment are specifically exempted from such review.

**F. Derogatory Material**

No material derogatory to a teacher's conduct, service, character, or personality shall be placed in any file unless the teacher has had the opportunity to read the material. The teacher shall acknowledge that he/she has read such material by affixing his/her signature on the copy to be filed, with the understanding that such signature merely signifies that he/she has read the material and does not necessarily indicate agreement with its content.

**G. Teacher Reply**

The teacher shall have the right to answer any materials filed. His/her answer shall be attached to the file copy.

**H. Material Reproduction**

The teacher shall be permitted to reproduce any materials in his/her file excepting that indicated in "E" above.

**I. Additions**

The teacher shall be permitted to add any recommendation(s) subsequent to their first date of service, to their personnel file.

**J. Official Communications**

All official communications, except classroom observations, from the administration to a teacher intended for placement in the teacher's personnel file must be written on official letterhead paper.

**K. Negative Material**

Records of a non-recurring negative nature will be removed from a teacher's personnel file five (5) years after the date of entry.

**L. Freedom of Information Act Requests**

The following provisions shall be applied to all requests for information regarding a teacher under the Freedom of Information Act (FOIA).

1. All requests must be made in writing and include the name and address of the person or organization making the request.
2. Once a FOIA request is received by the Board, the teacher and Association President shall be notified immediately and provided with a copy of the FOIA request.

3. As soon as possible and before the FOIA request is granted, the administration will meet with the teacher and /or Association representatives to review the FOIA request and the documents requested.
4. The Board shall honor all exemptions to the production of documents contained in Section 13(1) of FOIA.
5. On any documents that may be released under a FOIA request, all exempt material must be redacted.

#### **ARTICLE XV - CURRICULUM STUDY**

- A. The administration and staff will determine the area(s) of the curriculum to be studied.
- B. The committee will be comprised of no less than one (1) representative from each elementary, one (1) representative from the junior high and one (1) representative from the high school. Membership on the committee shall be voluntary.
- C. Whenever possible, the district will provide the committee members with release time for committee activities during the school year. If committee members are asked to meet during the summer months, committee members will receive \$18.00 per hour.
- D. The Assistant Superintendent will coordinate the activities of the committee and schedule any summer activities (subject to the approval of the Superintendent).

#### **ARTICLE XVI - MENTOR TEACHERS**

- A. Each bargaining unit member in his/her first four (4) years in the classroom shall be assigned a mentor teacher. The mentor teacher will be available to provide professional support, instruction and guidance.
- B. Participation as a mentor shall be on a volunteer basis.
- C. Teachers who are willing to serve as a mentor shall make this known to the building principal who will attempt to assign volunteers with the probationary employee on the basis of the area of teaching each is assigned. The principal is free to assign these positions to non-bargaining unit personnel.
- D. The administration shall notify the Association when a mentor teacher is matched with a bargaining unit mentee.
- E. The mentee shall be assigned to one (1) mentor teacher at a time.
- F. A mentor teacher shall be assigned to only one (1) mentee at a time.

- G. The mentor teacher assignment shall be for one (1) year, subject to review by the mentor teacher, mentee and the building principal after ninety (90) working days. The appointment may be renewed in succeeding years.
- H. Neither the mentor teacher nor the mentee shall be permitted to participate in any matter related to the evaluation of the other. The mentor teacher shall not be called as a witness in any grievance or administrative hearing involving the mentee nor shall the mentee be called as a witness in any grievance or administrative hearing involving the mentor teacher, except in cases of misconduct.
- I. The administration shall make available four (4) half days per year for the bargaining unit mentor to work with their mentee in his/her assignment during the work day. If the mentor and mentee work in the same building, the administration will attempt to arrange for a common preparation time.

### **ARTICLE XVII - PERSONAL PROPERTY OF TEACHERS**

- A. The Board agrees to establish for each school year a fund of \$400.00 to be used for settling all claims of employees to include loss, damage, or destruction to their personal property while on school premises, used in their work assignments, for personal property of a kind normally worn, or for damage to their automobiles while on school premises as a result of vandalism. Personal property shall not include cash. If the claims for the year exceed the amount of the fund, each claim shall be paid on a pro-rated basis. To qualify for payment the teacher must file a report with the police department when theft or malicious destruction is involved.
- B. The amount of the "fund" for each school year of this agreement shall be increased by fifty dollars (\$50.00) if the money is accumulated and carried over from the previous year. The total amount of money in the fund shall not exceed five hundred (\$500.00).

### **ARTICLE XVIII - RETIREMENT**

#### **A. Age Discrimination Act**

All teachers shall be allowed to continue their employment with the Harper Woods School District pursuant to the Age Discrimination Employment Act (ADEA).

#### **B. Retirement Requirements**

It is the sole responsibility of the employee to conform to the provision of the Michigan Public School Retirement Fund requirements. Failure of the employee to execute his/her application within the time limits established shall cause the employee to be solely responsible for any such loss of retirement rights.

**C. Notification of Intent to Retire**

In the event a teacher makes the decision to retire, it is recommended that said teacher notify the District office of that decision as soon as it is made. If written notification of the intent to retire is presented on or before the last day of the first semester, an amount equal to four hundred dollars (\$400.00) will be added to the one-time payment. If written notification is presented between the last day of the first semester and the fifteenth (15<sup>th</sup>) day of March, two hundred dollars (\$200.00) will be added. No additional payment will be granted for notification received after March 15.

**ARTICLE XIX - MISCELLANEOUS**

**A. Individual Contracts**

Individual contracts approved by the Board shall be issued to all employees no later than twenty (20) school days after ratification of the Master Agreement. In case a multi year Master Agreement exists, individual contracts for the succeeding school year shall be issued no later than the last workday of each expiring school year.

**B. Student Loss of Property**

The Board will not hold teachers responsible for losses of property by students providing the teacher has not acted in a negligent manner.

**C. Telephone**

A telephone will be made available for all Secondary School staff members for use on official school business.

**D. Emergency Notification**

When the School District of the City of Harper Woods is to be closed because of emergencies caused by weather conditions, every effort will be made to give proper notification to radio stations on or before 6:00 a.m.

**E. Records, Report Cards and Emergency Lesson Plans**

1. All teachers will complete an emergency lesson plan file and present it to the Principal not later than Friday of the first full week of school. The plan file will contain and maintain:
  - A. Two daily lesson plans for each subject area.
  - B. Teacher's daily schedule.
  - C. Seating chart or class rolls for each period.
  - D. Name of student designated as assistants for each period.

2. Lesson plans may be retained by each teacher at the end of each school year with the exception of a teacher leaving the system. When the teacher leaves the system the lesson plans will be retained for reference. During the school year lesson plans are always available to the administrators. Principals may request lesson plans a maximum of four (4) times per year. For classes where lesson plan books are not appropriate, the teacher will provide a class format to the principal by the end of the third week of school.

**F. Record Books**

Record books administered by individual teachers shall be made available to those teachers for reference upon written request. In any event, record books shall be returned to individual teachers before they are discarded provided they are employed by the district at such time.

**G. Snow Days**

Should a closing(s), because of conditions not within the control of school authorities, require the scheduling of an additional day(s) of student instruction to meet State Law, teachers shall work those days, rescheduled, without additional compensation.

**H. Communicable Diseases**

Policy concerning communicable diseases shall be subject to bargaining rights of the employees covered by the terms of this agreement.

**ARTICLE XX - FRINGE BENEFITS**

**A. Health, Dental, Life, Vision**

The Board shall provide the insurance benefits in accordance with the specifications of the Harper Woods MESSA-Pak, Plan A and B, as set forth below. The parties agree to meet beginning in April of 2014 and each year thereafter of this agreement to review and determine possible modifications to the current MESSA insurance programs. Any changes must be mutually agreed to by both parties.

**Plan A**

The Board shall provide all insurance benefits listed herein for a full twelve-month period of each school year for all teachers in the bargaining unit, except for those teachers electing benefits under Plan B below. Such benefits shall be provided to the teacher and his/her dependents, as defined in the agreed upon specifications.

1. MESSA Choices 2 (PPO) Health Insurance: The premium shall be paid on behalf of the teacher, his/her spouse and/or dependents eligible for MESSA Choices 2 (PPO) Health Insurance with a RX Saver Prescription plan and \$20 office visits (Beginning September 1, 2011). In addition there will be a \$500/\$1000 deductible (Beginning October 1, 2011).
2. MESSA/Delta Dental Plan "Auto +" with orthodontic rider 004 including internal and external coordination of benefits (COB).
3. MESSA Term Life Insurance in the amount of Sixty Thousand Dollars (\$60,000) for the teacher only. Such insurance protection shall be paid to the teacher's designated beneficiary. In the event of accidental death, the insurance will pay double the specified amount; in the event of accidental dismemberment, the insurance will pay according to the schedule.
4. MESSA Vision Plan VSP-2 Silver including internal and external coordination of benefits.
5. To the extent this premium payment made by each teacher exceeds the PA152 Section 3 Hard Cap in the aggregate; the district's and employees' obligations there under shall have been met. This contribution will count toward the PA 152 mandated premium copays.
6. Employee will pay 10% of the premium on medical (health) insurance for the plan they are on (single, 2 person or full family) beginning July 1, 2013 through August 31, 2014, per the existing agreement.
7. Beginning September 1, 2014, employees will pay the lesser amount of 20% of the premium on health insurance or the hard cap amount. The single, two person and full family rate will be smoothed to provide equity of payment.
8. This contribution will be equally divided over the October-June paychecks. All payments will be deducted pre-tax.

### **Plan B**

1. Bargaining unit members not electing MESSA-PAK Plan A will select MESSA-PAK Plan B which includes the coverages in number 2, 3, and 4 above (Dental, Life and Vision) plus Fifteen Hundred Dollars (\$1,500.00) to be taken as cash which the teacher can choose to apply to one of the 403 (B) plans of the Internal Revenue Code as presently listed in the contract in Article X - C, 2.
2. Teachers on Long Term Disability may continue to benefit from the insurance protection as established in this article if approved by the carrier, upon payment to the school district for full insurance costs that will be forwarded by the district to the insurance companies.

**B. Long Term Disability**

The Board shall provide, without cost to the teachers, MESSA Long Term Disability Insurance with maternity Coverage, Pre-Existing Condition Waiver, Freeze on Offsets, and Alcoholism/Drug and Mental/Nervous features for each teacher. Benefits shall be paid at sixty-six and two-thirds per cent (66 2/3%) of salary and shall begin after expiration of ninety (90) work days.

**C. Extension of Benefits During Leaves of Absence**

Teachers on leave of absence or layoff from the school district may continue to benefit from the insurance protection as established in this article, if approved by the carrier, upon payment to the school district for full insurance costs that will be forwarded by the district to the insurance companies.

**D. National Health Insurance Language**

In the event a national health insurance program is enacted that would affect the benefits in this Agreement, or there is a change in the tax status of benefits that would adversely affect bargaining unit members, the parties agree to meet to negotiate over the impact of the change. The parties agree that the objective of the negotiations will be to make employees whole and that, in the event of impasse, the parties will submit the matter to fact-finding. The decision of the fact-finder will be final and binding on the parties.

**E. Dependent Coverage**

The Board shall provide the same coverage for spouses and dependents where applicable, under the same circumstances as described above. All insurance shall be for a twelve (12) month period commencing September 1 and continuing through August 31 including those teachers placed on layoff status effective on or after the last duty day of the school year.

**F. IRS Section 125 Plan**

The Employer shall adopt a qualified plan document, which complies with Section 125 of the Internal Revenue Code upon ratification of this Agreement. Said plan document shall be approved by the Association. To elect a tax deferred annuity in Plan B above, the bargaining unit member shall enter into a salary reduction agreement under this plan. All costs relating to the implementation and administration shall be borne by the Employer.



## **ARTICLE XXI - WAGE AND BENEFIT CONTROL SAVINGS CLAUSE**

### **A. Wage Controls**

In the event that mandatory wage controls are enacted or promulgated by the Federal Government, the employer agrees to meet the Association and to renegotiate only those provisions of this agreement which become null and void by virtue of any such government wage restriction.

## **ARTICLE XXII – PUBLIC ACT NINE**

Pursuant to Public Act 9 the following provision must be added to any collective bargaining agreement reached after the effective date of this act. “An emergency manager appointed under the local government and school district fiscal accountability act is allowed to reject, modify or terminate the collective bargaining agreement as provided in the local government and school district fiscal accountability act”. This provision shall immediately sunset if the act is ruled unconstitutional or invalid in a final decision by the Michigan appellate court system.

## **ARTICLE XXIII - COST OF LIVING ADJUSTMENT (COLA)**

### **A. CPI**

The cost-of-living adjustment of this Agreement shall be inoperative and shall be abated for the 2012-13, 2013-14, 2014-15, 2015-16, 2016-17 school years in lieu of the following agreement. Each teacher shall receive a cost of living adjustment (COLA) as a deferred salary increase based upon the percentage rise in the revised Consumer's Price Index (CPI all items) for all Urban consumers for the Detroit Metropolitan Area published by the Bureau of Labor Statistics, U.S. Department of Labor (1967-100) and hereafter referred to as the CPI. The amount of the deferred salary increase shall be the dollar equivalent of the percentage increase--rounded to the nearest one-tenth of one percent--of the CPI, multiplied by the appropriate salary steps as listed in the salary schedule. This percentage shall be determined by subtracting the CPI of April the previous year from the CPI of the year in which the COLA is to be paid; the remainder shall then be divided by the CPI of April of the previous year. The resulting amount of money shall then be paid rounded to the nearest \$1.00 to each teacher no later than June 30 of the year in which the COLA is to be paid. Such payment shall be made a part of the teacher's regular salary and folded into the salary schedule, but shall be paid by a check separate from the teacher's regular paycheck.

### **B. Base Cola Figure**

The April 1984 base COLA figure is 305.6.

**C. Proration**

In the event a teacher does not complete the school year or is employed for less than the full school year, the cost of living adjustment shall be prorated based upon a ratio of the number of workdays such teacher worked to 185 workdays multiplied by the cost of living adjustment.

**D. Consumer Price Index Information**

In the event the Bureau of Labor Statistics terminates publication of the monthly consumer price index information required for purposes of this provision or substantially modifies the manner of calculating such information, representatives of the Board and Local I agree to meet for the purpose of negotiating the terms of this Cost of Living Adjustment provisions. Also, if receipt by the district of Consumer Price Index Information from the Bureau of Labor Statistics is delayed for reasons beyond the control of the district, payment of the cost of living adjustment shall be made as soon as possible following the receipt of such information.

**ARTICLE XXIV - SCHOOL IMPROVEMENT - DISTRICT WIDE AND BUILDING LEVEL SCHOOL IMPROVEMENT**

District wide and building level school improvement committees shall be established for the purpose of submitting school improvement plans as required by Michigan Law. All teaching staff will participate in assessment and development of such plans in regularly scheduled building staff meetings or at in-services provided during the school day. Participation as a committee member on the District School Improvement Committee or the Building School Improvement Committee shall be voluntary and shall not be subject to evaluation. Committees shall not study or recommend changes in the Master Agreement or violations of its provisions.

**ARTICLE XXV - PROVISION CONTRARY TO LAW**

**A. Definition**

If any provisions of this Agreement or any application of the Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, including the June, 2011 changes to PERA, then such provisions or applications shall be void except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. In addition, any such provision or application found contrary to law shall not be subject to the grievance procedure.

## **ARTICLE XXVI - MATTERS NOT COVERED IN THIS AGREEMENT**

### **A. Definition**

With respect to matters not covered in this Agreement, existing policy shall remain in full force and effect insofar as those policies are not in conflict with this Agreement, nor with the laws of the State of Michigan or the laws of the United States, all as set forth in Article II.

## **ARTICLE XXVII - GENERAL**

- A.** 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 the right and opportunity are set forth in this Agreement.
- B.** Therefore, the Board 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 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 they negotiated or signed this agreement.

## **ARTICLE XXVIII - TERMINATION CLAUSE**

- A.** This agreement and all its provisions and appendices (unless otherwise stated), shall become effective September 1, 2009 and shall continue in effect until midnight August 31, 2017. This extended agreement has immediate effect upon ratification by both parties and expires August 31, 2017 except where otherwise noted in this agreement and attached Letters of Understanding and Letters of Agreement.

This agreement extends the 2008-09 master agreement and letters of understanding described above through August 31, 2017.

- B.** In order to become effective per the first paragraph of this item, the agreement must be ratified by both parties.

After ratification by both parties, the unfair labor practice (C10 G-180) will be withdrawn with prejudice.

### **C. Negotiations**

Bargaining for a successor agreement will begin by February 1, 2017.

**D. Notices**

Any notices required herein under shall be sufficient if mailed by certified mail with return receipt requested or hand delivered.

**APPENDIX A**

**A. Counselors**

Counselors shall be on the same salary and work schedule as the classroom teacher. Counselors will be entitled to additional compensation at their current daily rate of pay for services performed prior to or extended beyond the school year.

**B. Mileage Pay**

Approved mileage requests shall be paid at the rate of the IRS mileage per mile. Reimbursement for such requests shall be paid either monthly or once per semester.

**C. Pay for Substitute Teachers Within the System**

Teachers who use their preparation time for substitute teaching shall be paid for this service based upon the formula as follows:

BA/BS - 185 divided by 6 equals rate of payment per hour

**D. Secondary Lunchroom**

Teachers serving in the cafeteria during lunch period shall be paid eighteen dollars (\$18.00) per hour.

**E. Homebound Teaching Payment**

The rates for approved homebound teaching assignments shall be based upon the formula as follows:

BA/BS - 185 divided by 6 equals rate of payment per hour

**F. Supervision At Athletic Events And Other School Approved Events**

Teacher supervision of Secondary athletic events shall be paid as follows:

1. \$13.00 per evening for selling tickets, timers, announcers and scorers.
2. \$13.00 per evening for all other approved Secondary athletic events.
3. \$13.00 per evening for approved Elementary and Secondary events.
4. If the event has two games scheduled on one evening, the rate of pay will be Twenty-Five Dollars (\$25.00) per evening.

**APPENDIX B**  
**EXTRA CURRICULAR**

**A. Extra Compensation**

Extra compensation, in accordance with attached schedule (Extra-Curricular section M) shall be paid to bargaining unit members who accept extra curricular assignments in addition to a full time instructional load.

**B. Criteria/Extra Curricular Assignments**

Bargaining unit members applying for compensated extra curricular assignments shall be selected using the following criteria as a guideline for the selection:

1. Formal preparation in the activity.
2. Previous experience involved in the management of this activity.
3. Ability to work with students in this activity.
4. Previous experience as a participant in this activity.

**C. Posting**

The name of the person appointed to fill a vacancy will be posted on the office bulletin board of each school.

**D. Recommendation for Compensation**

Bargaining unit members entitled to compensation for an extra curricular assignment shall be recommended in writing by the Principal to the Superintendent. Compensation for extra curricular assignments shall be included in a separate contract.

Compensation for extra curricular programs shall be applied against the Bachelor's Salary Schedule. Credit for experience in Extra-Curricular Activities shall be granted through step four (4) of the Harper Woods BA Base Salary. No incremental credit shall be granted for the position of "Class Coordinator."

Extra-curricular salaries will be paid in accordance with the following schedule:

Coaches of Fall sports will be paid, upon approval of the Athletic Director and Building Principal, with the first regular payroll issued in December of each year.

Coaches of Winter sports will be paid, upon approval of the Athletic Director and Building Principal, with the first regular payroll issued in April of each year.

Coaches of Spring sports and all sponsors of non-athletic activities will be paid, upon approval of the Athletic Director (coaches only) and Building Principal, with the last payroll issued in June of each year.

**E. Probation Period**

There shall be a probation period of two (2) years for all extra curricular sponsorships.

**F. Notification of Discontinuance**

Should there be a need to discontinue the services of a bargaining unit member as coach or non-athletic activity sponsor for the ensuing school year, the bargaining unit member will be so notified.

**G. Vacancies**

Vacancies and new positions shall be posted by the principal when they occur. In those cases where a vacancy occurs during the course of the activity such vacancy will be filled on an emergency basis by the principal for the remainder of the year at which time the positions will become a vacancy.

**H. Applicants**

All applicants shall be entitled to an interview. Applicants may be from within and outside the school district. If applicants are equally qualified priority will be given the bargaining unit member (Section B) from within the school district.

**I. Discontinuance of Services (Probationary Teacher)**

Should it become necessary to discontinue the services of an assigned bargaining unit member as coach or non-athletic activity sponsor who has completed the probationary period, the bargaining unit member may request and be granted an interview with the Superintendent. If the issue is not resolved, upon request the Board will meet with the Association at its next regularly scheduled meeting.

**J. Sponsor/Coach**

Each sponsor or coach shall put forth the time and effort necessary for his/her assigned program.

**K. Evaluation**

An evaluation report for each extra curricular activity shall be submitted to the principal by the bargaining unit member sponsor not later than one (1) week following the completion of said activity for the school year.

**L. Extra Curricular Activities Payment Schedule:**

<b>HARPER WOODS SECONDARY Athletic Coaches</b>		
Baseball/Softball	Varsity	10.00%
Baseball/Softball	Varsity Assistant	7.00%
Baseball/Softball	Junior Varsity	5.00%
Baseball/Softball	Middle School	4.50%
Basketball	Varsity	10.00%
Basketball	Varsity Assistant	7.00%
Basketball	Junior Varsity	5.00%
Basketball	8 <sup>th</sup> Grade	4.50%
Basketball	7 <sup>th</sup> Grade	4.50%
Cheerleading	Varsity	10.00%
Cheerleading	Junior Varsity	5.00%
Cheerleading	Middle School	4.50%
Dance Team	Varsity	10.00%
Dance Team	Junior Varsity	5.00%
Football	Varsity	10.00%
Football	Varsity Assistant	7.00%
Football	Junior Varsity	5.00%
Football	8 <sup>th</sup> Grade	4.50%
Soccer	Varsity	10.00%
Soccer	Varsity Assistant	7.00%
Track/Cross Country	Varsity	10.00%
Track/Cross Country	Varsity Assistant	7.00%
Volleyball	Varsity	10.00%
Volleyball	Varsity Assistant	7.00%
Volleyball	Junior Varsity	5.00%
Volleyball	8 <sup>th</sup> Grade	4.50%
Volleyball	7 <sup>th</sup> Grade	4.50%
Wrestling	Varsity	10.00%
Wrestling	Varsity Assistant	7.00%
Wrestling	Middle School	4.50%
*If seventh and eighth grades are combined for any of these sports, they will only be paid 4.5% for the entire sport.		
**If there is no junior varsity football program this percentage may be used to hire an additional assistant varsity football coach if the numbers in the program warrant, as determined by the High School Principal and Athletic Director.		
***If numbers warrant this position, as determined by the High School Principal and Athletic Director.		

<b>SECONDARY SCHOOL Non-Athletic Sponsorships</b>		
Sponsor	Class Play (HS)	5.00%
Director	Band (HS)	12.00%
Assistant Director	Band (HS)	5.00%
Sponsor	Color Guard/Flag Corps (HS)	5.00%
Coordinator	Senior Class	5.50%
Coordinator	Junior Class	3.50%
Coordinator	Sophomore Class	2.50%
Coordinator	Freshman Class	2.50%
Coordinator	Junior High	3.00%
Coordinator	8 <sup>th</sup> Grade	1.50%
Coordinator	7 <sup>th</sup> Grade	1.50%
Sponsor	Interact (HS)	2.00%
Sponsor	Media Club (HS)	1.00%
Sponsor	National Honor Society (HS)	1.50%
Sponsor	National Jr. Honor Society (MS)	1.00%
DSC Chair	District	5.00%
DSC Steering Committee	High School	1.00%
DSC Steering Committee	Middle School	1.00%
Sponsor	Spanish Club (HS)	2.00%
Sponsor	S.A.D.D. (HS)	1.00%
Sponsor	Student Council (HS)	2.00%
Sponsor	Student Council (MS)	1.00%
Team Leader	7 <sup>th</sup> Grade	2.00%
Team Leader	8 <sup>th</sup> Grade	2.00%
Coordinator	Technology/Website (Sec. Sch.)	2.00%
Yearbook (Full Program)	High School	2.00%
Yearbook (Full Program)	Middle School	1.00%
Newsletter	High School	2.00%
Newsletter	Middle School	1.00%



<b>TYRONE SCHOOL</b>		
	Drama Elementary	2.00%
	Intra-mural	3.00%
	Music Program	1.25%
	Quiz Bowl	1.25%
Coordinator	Conflict Resolution	1.00%
Coordinator	Language Arts	1.00%
Coordinator	Math	1.00%
Coordinator	Reading	1.00%
Coordinator	Reproductive Health	1.00%
Coordinator	Science	1.00%
Coordinator	Social Studies	1.00%
Coordinator	Tech/Website	2.00%
DSC Steering Committee		1.00%
Service Squad		1.25%
Student Council		2.00%

<b>BEACON SCHOOL</b>		
Coordinator	Language Arts	1.00%
Coordinator	Math	1.00%
Coordinator	Science	1.00%
Coordinator	Social Studies	1.00%
Coordinator	Reading	1.00%
Coordinator	Technology/Website	2.00%
Coordinator	Conflict Resolution	1.00%
DSC Steering Committee		1.00%

1. *Teachers shall not bargain for the right to determine the content of the curriculum.*

2. *Teachers shall not bargain for the right to determine the methods of instruction.*

3. *Teachers shall not bargain for the right to determine the standards of performance.*

4. *Teachers shall not bargain for the right to determine the methods of evaluation.*

5. *Teachers shall not bargain for the right to determine the methods of discipline.*

6. *Teachers shall not bargain for the right to determine the methods of selection.*

7. *Teachers shall not bargain for the right to determine the methods of promotion.*

*The italicized sections reflect the prohibited topics of bargaining as they apply only to teachers under PA 103.*

**APPENDIX C**  
**HARPER WOODS**  
**SALARY SCHEDULE**  
**2014-15 1% + ADJ STEPS**

<b>STEP</b>	<b>B.A.</b>	<b>M.A.</b>	<b>M.A.+15</b>	<b>M.A.+30</b>	<b>ED.S.</b>	<b>Ph.D</b>
00	38,490	42,668	44,295	45,921	47,094	48,267
0	38,985	43,163	44,789	45,416	47,589	48,762
1	39,480	43,658	45,284	46,910	48,084	49,257
2	41,571	47,017	48,708	50,401	51,662	52,922
3	43,658	49,363	51,053	52,745	54,064	55,383
4	47,017	52,936	53,637	55,295	56,714	58,097
5	49,339	54,608	56,296	57,986	59,435	60,886
6	51,946	57,407	59,099	60,789	62,308	63,828
7	54,556	60,258	61,828	63,640	65,231	66,821
8	57,407	63,640	65,330	67,024	68,699	70,375
9	60,258	67,024	68,716	70,405	72,166	73,926
10	66,983	70,913	72,603	74,296	76,152	78,244
11	70,345	76,131	78,181	80,232	82,237	84,360
12	73,709	81,347	83,759	86,169	88,322	90,478

**APPENDIX C**  
**HARPER WOODS**  
**SALARY SCHEDULE**  
**2015-16 ADJ STEPS**

<b>STEP</b>	<b>B.A.</b>	<b>M.A.</b>	<b>M.A.+15</b>	<b>M.A.+30</b>	<b>ED.S.</b>	<b>Ph.D</b>
00	38,490	42,668	44,295	45,921	47,094	48,267
0	38,985	43,163	44,789	45,416	47,589	48,762
1	39,480	43,658	45,284	46,910	48,084	49,257
2	41,571	47,017	48,708	50,401	51,662	52,922
3	43,658	49,363	51,053	52,745	54,064	55,383
4	47,017	52,936	53,637	55,295	56,714	58,097
5	49,339	54,608	56,296	57,986	59,435	60,886
6	51,946	57,407	59,099	60,789	62,308	63,828
7	54,556	60,258	61,828	63,640	65,231	66,821
8	57,407	63,640	65,330	67,024	68,699	70,375
9	60,258	67,024	68,716	70,405	72,166	73,926
10	66,983	70,913	72,603	74,296	76,152	78,244
11	70,345	76,131	78,181	80,232	82,237	84,360
12	73,709	81,347	83,759	86,169	88,322	90,478

**LONGEVITY CLAUSE**

Each teacher shall receive a longevity payment for each year of service to the Harper Woods School District as follows:

YEARS OF SERVICE	2009-10 thru 2016-17
completed year 15 -19	\$ 950.00
completed year 20 - 24	\$ 1,700.00
completed year 25 +	\$ 2,700.00

**APPENDIX D**  
**CALENDAR AND TEACHER HOURS**

## HARPER WOODS SCHOOL DISTRICT

### District Calendar 2012/2013

Tuesday	August	28	Professional Development	No Students
Wednesday	August	29	Professional Development	No Students
Thursday	August	30	Professional Development	Teachers Work - No Students
<b>Tuesday</b>	<b>September</b>	<b>4</b>	<b>School Opens-First Day of Class</b>	<b>Full Day for Students</b>
Tuesday	October	9	Grades 3-8 MEAP Testing	Full Day for All Students
Wednesday	October	10	Grades 3-8 MEAP Testing	Full Day for All Students
Thursday	October	11	Grades 3-8 MEAP Testing	Full Day for All Students
Tuesday	October	16	Grades 3-8 MEAP Testing	Full Day for All Students
Wednesday	October	17	Grades 3-9 MEAP Testing	Full Day for All Students
Tuesday	November	6	Professional Development	No Students, Election Day
Friday	November	9	End of 1 <sup>st</sup> Marking Period	½ day for Elementary Students
Tuesday	November	13	Secondary Parent-Teacher Conference	½ day for Secondary Students
Thursday	November	15	Elementary Parent-Teacher Conference	½ day for Elementary Students
Friday	November	16	Elementary Parent-Teacher Conference	½ day for Elementary Students
Wednesday	November	21	½ Day (A.M. only); No Secondary Late Start	½ day for All Students & Staff
Wednesday	November	21	Thanksgiving Break Begins at end of day	
Monday	November	26	School Resumes	
Monday	December	24	Winter Recess begins	No School
Monday	January	7	School Resumes	Full Day for All Students
Monday	January	21	MLK Day	No School
Thursday	January	24	Middle School/High School Exams	½ day for Secondary Students
Friday	January	25	Middle School/High School Exams	½ day for Secondary Students
Friday	January	25	End of 2 <sup>nd</sup> Marking Period	½ day for Elementary Students
Friday	February	15	Professional Development Day	No Students
Monday	February	18	Mid-Winter Recess begins	No School
Wednesday	February	20	School Resumes	Full Day for All Students
Tuesday	March	5	Michigan Merit Exams/ACT Testing	11 <sup>th</sup> Grade Students Only
Wednesday	March	6	Michigan Merit Exams/ACT Testing	PM ½ day High School
Thursday	March	7	Michigan Merit Exams/ACT Testing	PM ½ day High School
Friday	March	29	Spring Recess Begins	No School
Monday	April	8	School Resumes	Full Day for Students
Friday	April	12	End of 3 <sup>rd</sup> Marking Period	½ day for Elementary Students
Tuesday	April	16	Secondary Parent-Teacher Conferences	½ day for Secondary Students
Thursday	April	18	Elementary Parent-Teacher Conferences	½ day for Elementary Students
Friday	April	19	Elementary Parent-Teacher Conferences	½ day for Elementary Students
Friday	May	3	Professional Development	No Students
Friday	May	24	½ Day (A.M. only)	½ day for all Students & Staff
Monday	May	27	Memorial Day Holiday	No School
Wednesday	June	12	Middle School/High School Exams	½ day for Secondary Students
Thursday	June	13	Middle School/High School Exams	½ day for Secondary Students
Thursday	June	13	Elementary Records Day	½ day for Elementary Students
Friday	June	14	Teacher's Last Day	No School for Students

**Students 178 days ~ Teachers 185 days**



## HARPER WOODS SCHOOL DISTRICT

### District Calendar 2013/2014

Tuesday	August	27	Professional Development	No Students
Wednesday	August	28	Professional Development	No Students
Thursday	August	29	Professional Development	Teachers Work - No Students
<b>Tuesday</b>	<b>September</b>	<b>2</b>	<b>School Opens-First Day of Class</b>	<b>Full Day for Students</b>
Tuesday	October	8	Grades 3-8 MEAP Testing	Full Day for All Students
Wednesday	October	9	Grades 3-8 MEAP Testing	Full Day for All Students
Thursday	October	10	Grades 3-8 MEAP Testing	Full Day for All Students
Tuesday	October	15	Grades 3-8 MEAP Testing	Full Day for All Students
Wednesday	October	16	Grades 3-9 MEAP Testing	Full Day for All Students
Tuesday	November	5	Professional Development	No Students, Election Day
Friday	November	8	End of 1 <sup>st</sup> Marking Period	½ day for Elementary Students
Tuesday	November	12	Secondary Parent-Teacher Conference	½ day for Secondary Students
Thursday	November	14	Elementary Parent-Teacher Conference	½ day for Elementary Students
Friday	November	15	Elementary Parent-Teacher Conference	½ day for Elementary Students
Wednesday	November	27	½ Day (A.M. only)	½ day for All Students & Staff
Wednesday	November	27	Thanksgiving Break Begins at end of day	
Monday	December	2	School Resumes	
Monday	December	23	Winter Recess begins	No School
Monday	January	6	School Resumes	Full Day for All Students
Monday	January	20	MLK Day	No School
Thursday	January	23	Middle School/High School Exams	½ day for Secondary Students
Friday	January	24	Middle School/High School Exams	½ day for Secondary Students
Friday	January	24	End of 2 <sup>nd</sup> Marking Period	½ day for Elementary Students
Friday	February	14	Professional Development Day	No Students
Monday	February	17	Mid-Winter Recess begins	No School
Wednesday	February	19	School Resumes	Full Day for All Students
Tuesday	March	4	Michigan Merit Exams/ACT Testing	11 <sup>th</sup> Grade Students Only
Wednesday	March	5	Michigan Merit Exams/ACT Testing	PM ½ day High School
Thursday	March	6	Michigan Merit Exams/ACT Testing	PM ½ day High School
Friday	April	4	End of 3 <sup>rd</sup> Marking Period	½ day for Elementary Students
Thursday	April	10	Secondary Parent-Teacher Conferences	½ day for Secondary Students
Thursday	April	10	Elementary Parent-Teacher Conferences	½ day for Elementary Students
Friday	April	11	Elementary Parent-Teacher Conferences	½ day for Elementary Students
Friday	April	18	Spring Recess Begins	No School
Monday	April	28	School Resumes	Full Day for Students
*Friday	May	2	Professional Development	No Students
Friday	May	23	½ Day (A.M. only)	½ day for all Students & Staff
Monday	May	26	Memorial Day Holiday	No School
Wednesday	June	11	Middle School/High School Exams	½ day for Secondary Students
Thursday	June	12	Middle School/High School Exams	½ day for Secondary Students
Thursday	June	12	Elementary Records Day	½ day for Elementary Students
Friday	June	13	Teacher's Last Day	No School for Students

Students 178 days ~ Teachers 185 days

*\*to be confirmed*

## HARPER WOODS SCHOOL DISTRICT

### District Calendar 2014/2015

Tuesday	August	26	Professional Development	No Students
Wednesday	August	27	Professional Development	No Students
Thursday	August	28	Teacher Work Day	Teachers Prep Time No Students
<b>Tuesday</b>	<b>September</b>	<b>2</b>	<b>School Opens-First Day of Class</b>	<b>Full Day for Students</b>
Tuesday	November	4	Professional Development	No Students, Election Day
Friday	November	7	End of 1 <sup>st</sup> Marking Period	½ day for Elementary Students
Tuesday	November	11	Secondary Parent-Teacher Conference	½ day for Secondary Students
Thursday	November	13	Elementary Parent-Teacher Conference	½ day for Elementary Students
Friday	November	14	Elementary Parent-Teacher Conference	½ day for Elementary Students
Wednesday	November	26	½ Day (A.M. only); No Late Start /District Wide	½ day for All Students & Staff
Wednesday	November	26	Thanksgiving Break Begins at end of day	
Monday	December	1	School Resumes	
Monday	December	22	Winter Recess begins	No School
Monday	January	5	School Resumes	Full Day for All Students
Monday	January	19	MLK Day	No School/District Closed
Thursday	January	22	Middle School/High School Exams	½ day for Secondary Students
Friday	January	23	Middle School/High School Exams	½ All Students
Friday	January	23	End of 2 <sup>nd</sup> Marking Period	½ All Students & Staff
Friday	February	13	Professional Development Day	No Students
Monday	February	16	Mid-Winter Recess begins	No School
Wednesday	February	18	School Resumes	Full Day for All Students
Tuesday	March	3	Michigan Merit Exams/ACT Testing	11 <sup>th</sup> Grade Students Only
Wednesday	March	4	Michigan Merit Exams/ACT Testing	PM ½ day High School
Thursday	March	5	Michigan Merit Exams/ACT Testing	PM ½ day High School
Friday	March	27	End of 3 <sup>rd</sup> Marking Period	½ day for Elementary Students
Friday	April	3	Spring Recess Begins	No School
Monday	April	13	School Resumes	Full Day for Students
Tuesday	April	14	Secondary Parent-Teacher Conferences	½ day for Secondary Students
Thursday	April	16	Elementary Parent-Teacher Conferences	½ day for Elementary Students
Friday	April	17	Elementary Parent-Teacher Conferences	½ day for Elementary Students
Friday	May	1	Professional Development	No Students
Friday	May	22	½ Day (A.M. only)	½ day for all Students & Staff
Monday	May	25	Memorial Day	No School/District Closed
Wednesday	June	10	Middle School/High School Exams (No Late Start District Wide)	½ day for Secondary Students
Thursday	June	11	Middle School/High School Exams	½ All Students
Friday	June	12	Teacher's Last Day	No School for Students

**Students 178 days ~ Teachers 185 days**



### Beacon Elementary Time

	2011-12 thru 2013-14
<i>Teacher Start</i>	8:10 a.m.
<i>Student Start</i>	8:12 a.m.
<i>Student End</i>	3:08 p.m.
<i>Teacher End</i>	3:10 p.m.
<i>Duty Before</i>	2 minutes
<i>Duty After</i>	2 minutes
<i>Student Instructional Time</i>	376 minutes
<i>Teacher Work Day [including Lunch]</i>	420 minutes

### Tyrone Elementary Time

	2011-12 thru 2013-14
<i>Teacher Start</i>	8:05 a.m.
<i>Student Start</i>	8:05 a.m.
<i>Student End</i>	2:56 p.m.
<i>Teacher End</i>	3:05 p.m.
<i>Duty Before</i>	0 minutes
<i>Duty After</i>	9 minutes
<i>Student Instructional Time</i>	376 minutes
<i>Teacher Work Day [including Lunch]</i>	420 minutes

**\*See the Letter of Understanding defining the “Extended Work Week” for school years 2013/2014, 2014/2015 and 2015/2016 on page 78.**

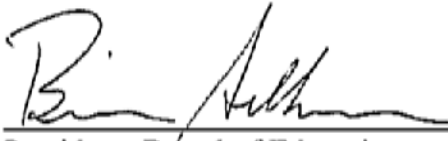
### Middle School Time Schedule

	2011-12 thru 2013-14
	Middle School
<i>Teacher Start</i>	7:40 a.m.
<i>Student Start</i>	7:45 a.m.
<i>Student End</i>	2:30 p.m.
<i>Teacher End</i>	2:40 p.m.
<i>Duty Before</i>	5 minutes
<i>Duty After</i>	10 minutes
<i>Student Instructional Time</i>	375 minutes
<i>Teacher Work Day [including Lunch]</i>	420 minutes

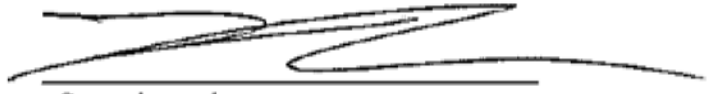
### High School Time Schedule

	Mon, Tue, Thur, Fri	Late Start Wed
<i>Teacher Start</i>	7:40 a.m.	7:40 a.m.
<i>Student Start</i>	7:45 a.m.	9:45 a.m.
<i>Student End</i>	3:30 p.m.	3:30 p.m.
<i>Teacher End</i>	3:40 p.m.	3:40 p.m.
<i>Duty Before</i>	5 minutes	5 minutes
<i>Duty After</i>	10 minutes	10 minutes
<i>Student Instructional Time</i>	435 minutes	315 minutes
<i>Teacher Work Day [including Lunch]</i>	480 minutes	480 minutes

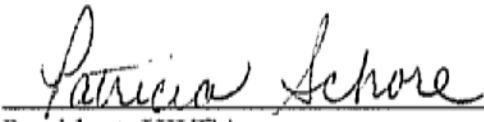
Master Agreement 2009-2014 between Board of Education of City of Harper Woods Schools and HWEA MEA-NEA LOCAL 1 ratified and executed June 21, 2011.



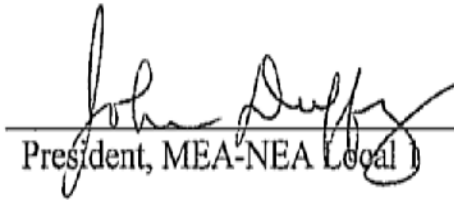
President, Board of Education



Superintendent

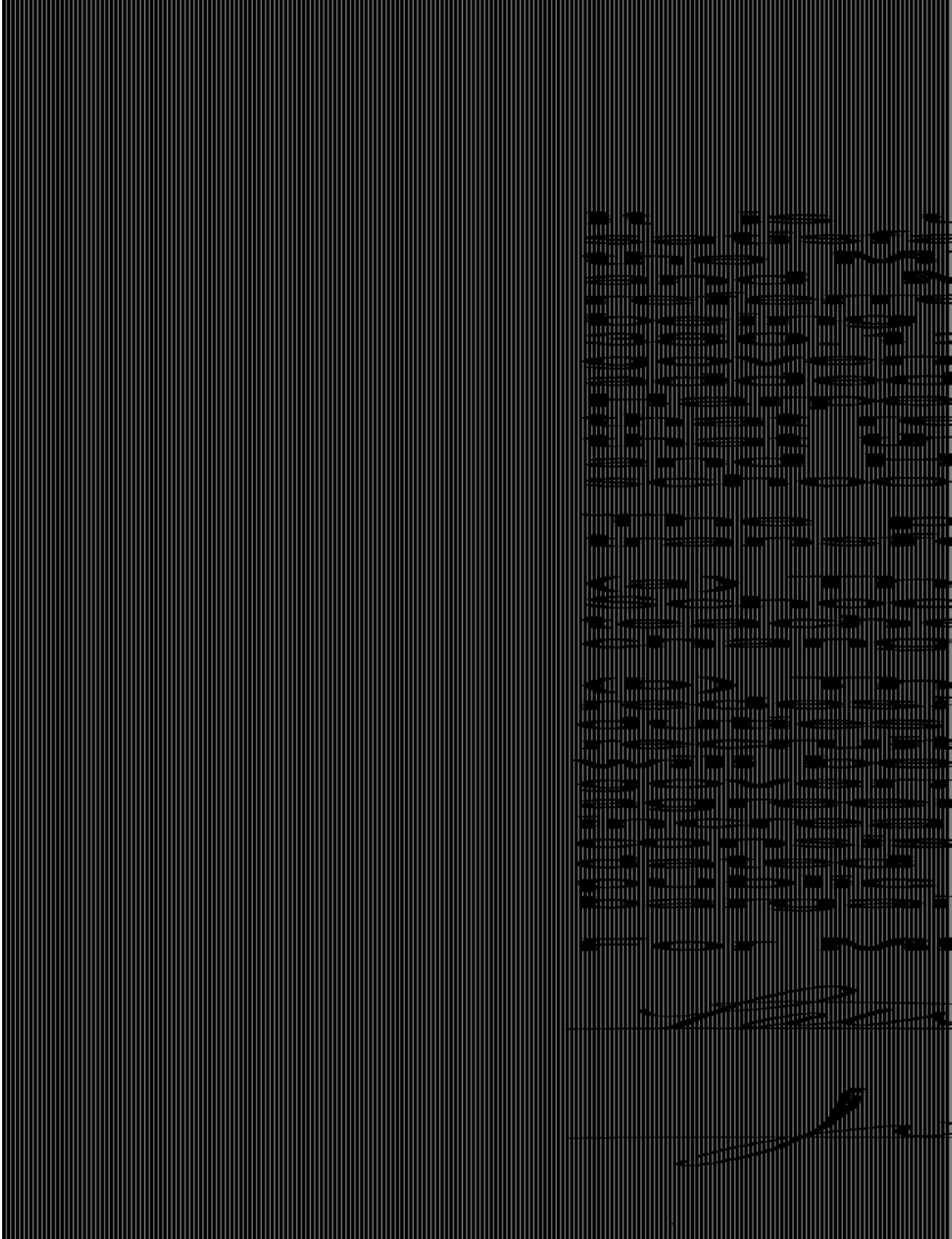


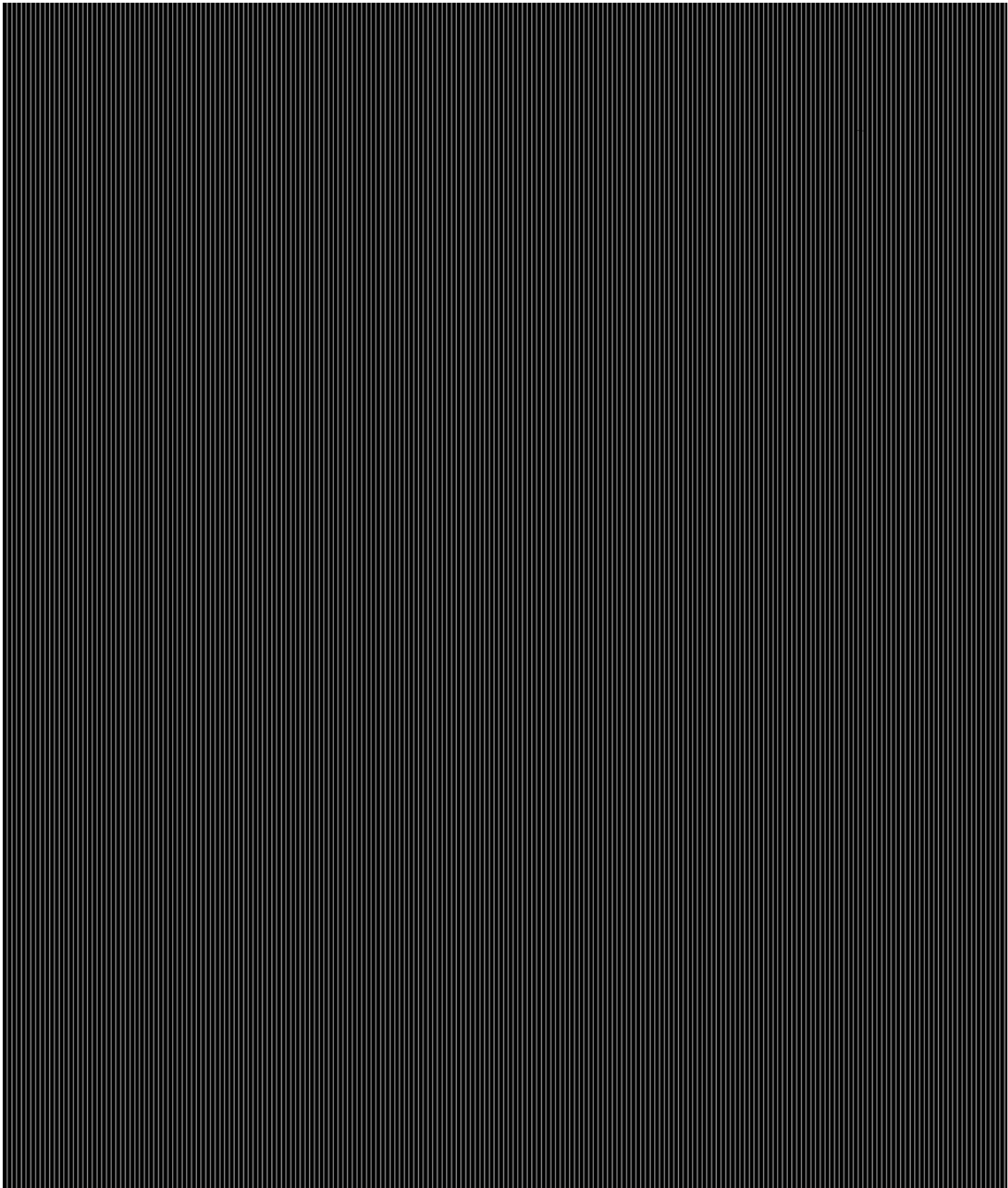
President, HWEA

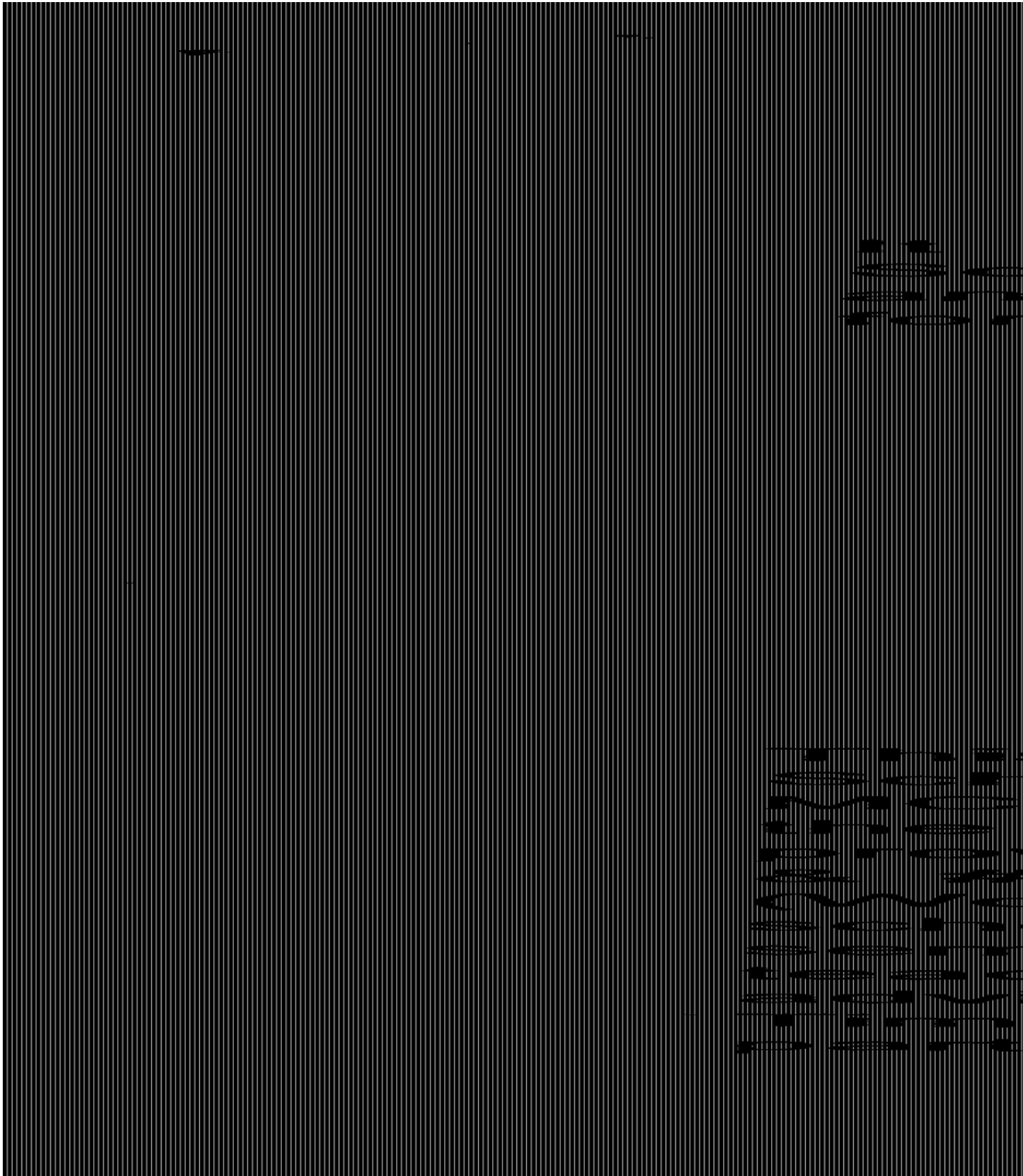


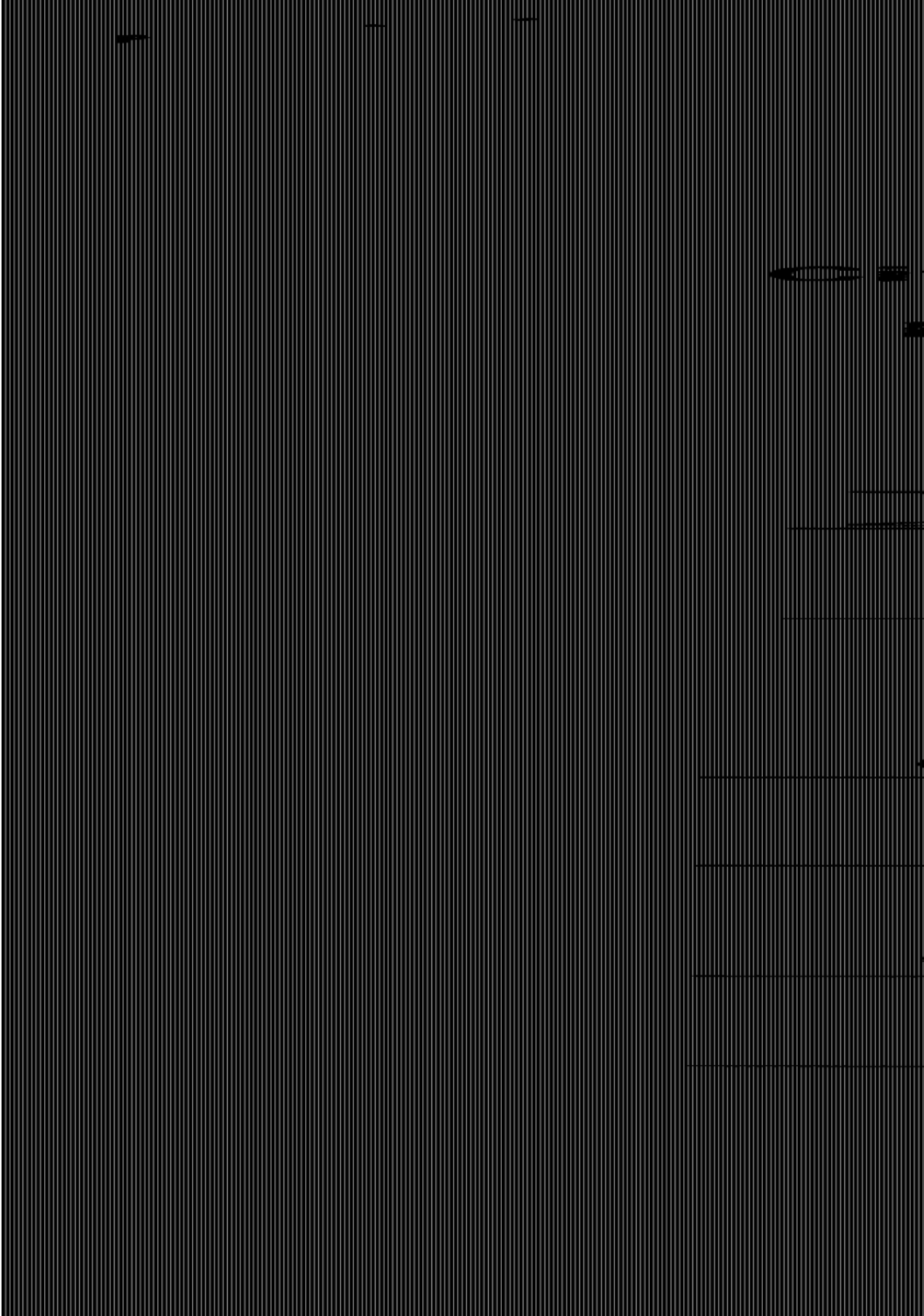
President, MEA-NEA Local 1



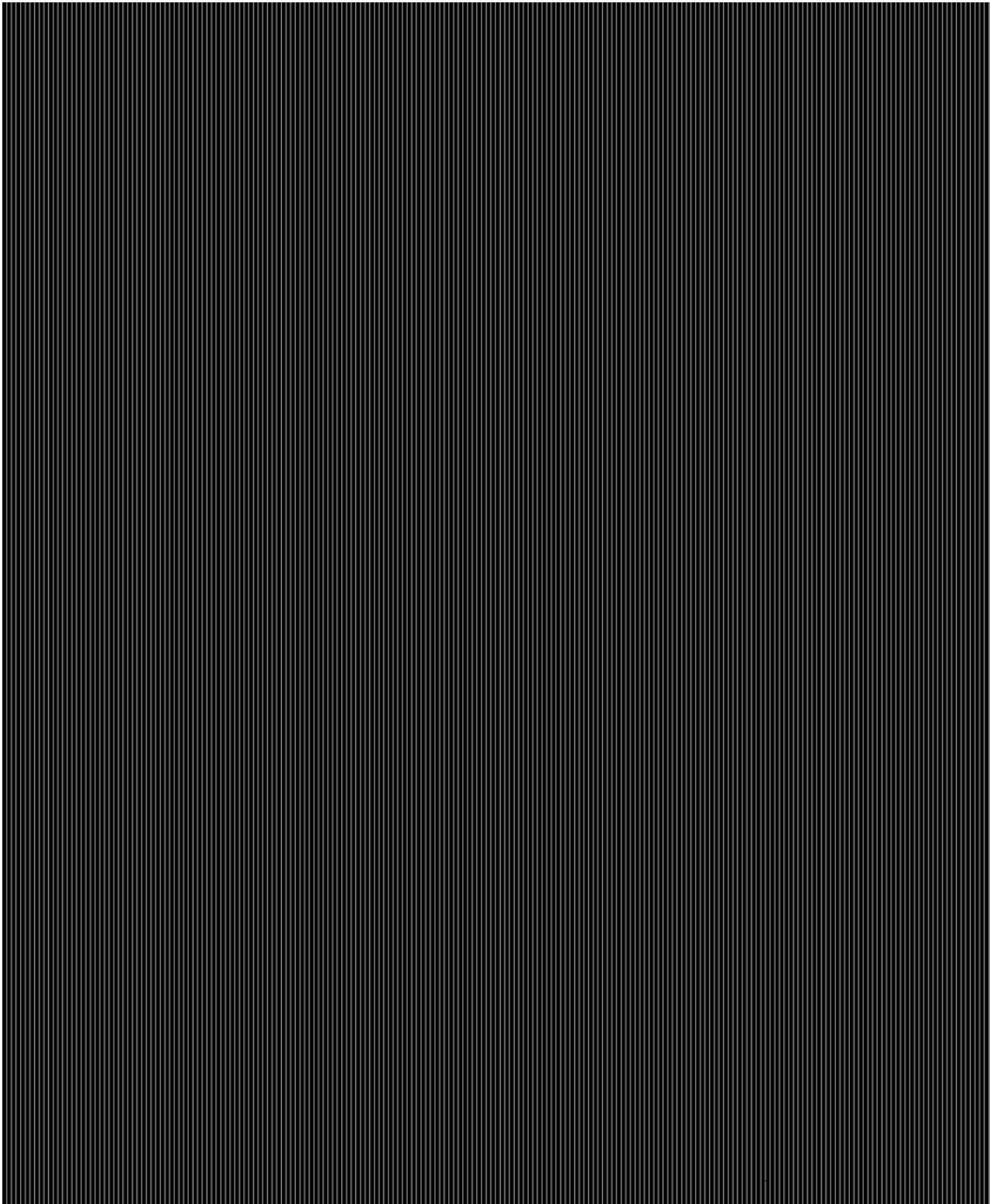


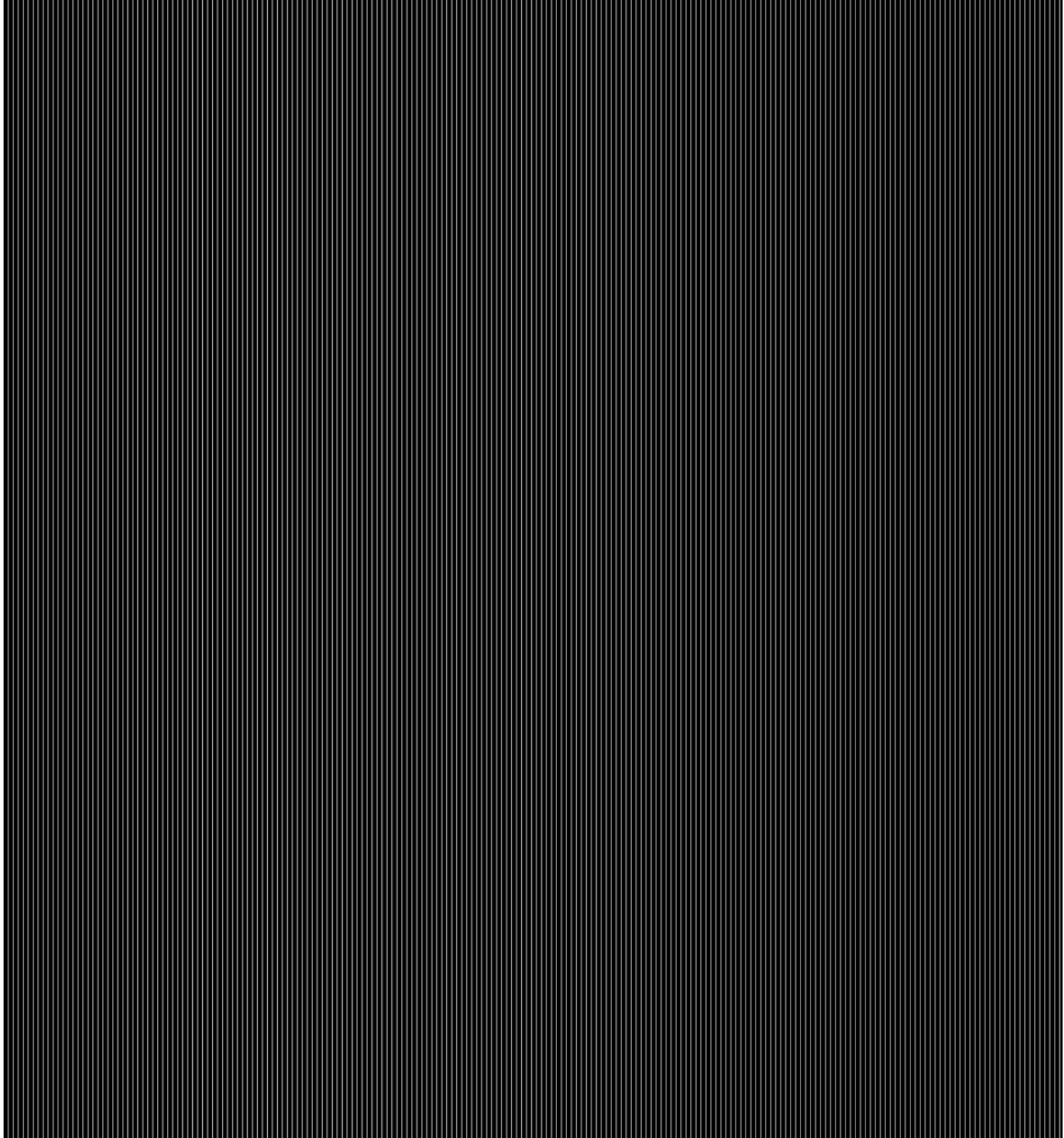














**LETTER OF UNDERSTANDING**

**BETWEEN**

**MEA/NEA LOCAL 1,**

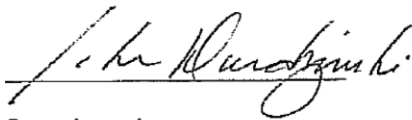
**AND**

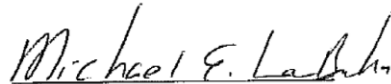
**SCHOOL DISTRICT**

The Board and the Association recognize the importance of each employee pursuing an active retirement savings program and in providing sound investment alternatives to assist them in achieving their retirement savings goal. In complying with the IRS regulations regarding 403(b) plans, the Board has sought and will continue to seek input from the Association regarding the 403(b) plan document and any third party administrator adoption agreement. The parties further agree that any fees necessary to administer the 403(b) plan document will not be passed on to the members nor the School District.

FOR THE BOARD


FOR THE ASSOCIATION

  
Superintendent

  
Michael E. LaBuhn, President  
MEA/NEA Local 1 1/8/09

DATE: 1/5/09

DATE: 1-15-09

  
President  
MEA/NEA Local 1, 1/15/09

T.A.  
P.S. 3/9/13

T.A.  
3/9/13  
JD

LETTER OF UNDERSTANDING

MEA-NEA LOCAL 1, HARPER WOODS EDUCATION ASSOCIATION

AND THE CITY OF HARPER WOODS SCHOOL DISTRICT BOARD OF EDUCATION

CONTRACT EXTENSION

Except to the extent modified by this Extension Agreement, all other provisions of the 2011-2014 Master Agreement remain in effect through at least August 31, 2017.

*[Signature]*

For Harper Woods Public Schools

3-22-13

Date

*[Signature]*

For Harper Woods Public Schools

3/9/13

Date

*Patricia Schori*

For MEA-NEA Local 1, Harper Woods Education Association

3/10/13

Date

*Paula Hubert*

For MEA-NEA Local 1

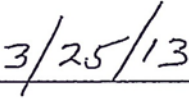
3-20-2013

Date

The Tentative Agreement between MEA-NEA Local 1, Harper Woods Education Association and the School District of the City of Harper Woods contract extension, 2013-2017 was ratified by the Harper Woods Education Association on March 14, 2013, and by the School Board of the School District of the City of Harper Woods on March 19, 2013.



For Harper Woods Public Schools




Date



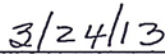
For Harper Woods Public Schools



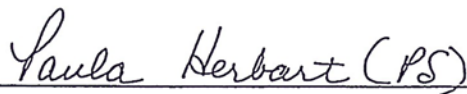
Date



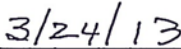
For MEA-NEA Local 1, Harper Woods  
Education Association



Date



For MEA-NEA Local 1



Date

March 9, 2013

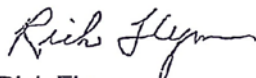
Todd Biederwolf, Superintendent  
Harper Woods School District  
20225 Beaconsfield Street  
Harper Woods, MI 48225-1395

Dear Superintendent Biederwolf:

Should execution of the Letter of Understanding, which terminates August 31, 2023, directly result in the diminishment of revenues to the District as the result of legislation by the State of Michigan, it shall be of no force or effect. Article 1 of the Collective Bargaining Agreement, which is effective through August 31, 2017, shall then become effective and control.

Furthermore, under any circumstances whereby a court of competent jurisdiction or an administrative agency determines that the Letter of Understanding, which terminates August 31, 2023, is contrary to law, the provision of Article 1 of the Collective Bargaining Agreement shall become effective and control.

Sincerely,



Rick Flynn  
Executive Director

RF/sab

TA.  
3/9/13

JA.  
3/9/13  
(TD)

LETTER OF UNDERSTANDING  
between  
MEA-NEA LOCAL 1, HARPER WOODS EDUCATION ASSOCIATION  
and the  
CITY OF HARPER WOODS SCHOOL DISTRICT  
BOARD OF EDUCATION

Arbitrary and capricious, as used in this agreement and board policies/administrative guidelines shall be based on a deliberate principled reasoning process.

To ensure that an administrative decision is not arbitrary and capricious, such decisions will be determined based on the following factors:

- The quality and quantity of evidence derived from the investigation
- The seriousness of the offense or misconduct
- The teacher's prior record
- The existence of aggravating or mitigating factors

*Bin Sultan*  
For Harper Woods Public Schools

3-22-13  
Date

*[Signature]*  
For Harper Woods Public Schools

3/9/13  
Date

*Patricia Schone*  
For MEA-NEA Local 1, Harper Woods  
Education Association

3/10/13  
Date

*Paula Herbart*  
For MEA-NEA Local 1

3.20.2013  
Date



T.A.  
3/9/13  
PS

TA  
3/9/13  


LETTER OF AGREEMENT

Between the School District of the City of Harper Woods and  
MEA/NEA Local 1, Harper Woods Education Association

These parties agree that upon ratification, this Letter of Agreement is in effect until August 31, 2023.

ARTICLE 1 – RECOGNITION, DEFINITIONS, DUES CHECK OFF, AGENCY SHOP

**Membership, Fees and Payroll Deductions**

1. All teachers in the bargaining unit, as a condition of continued employment, shall on or before the thirtieth (30th) day following the beginning of the school year, beginning of their employment or the execution of this Master Agreement, whichever is later shall either:
  - A. Become members of the Association, or
  - B. Pay to the Association, a service fee, pursuant to Section 10 (1) (C) and (2) of the Public Employment Relations Act, equal to the combined dues of the NEA, MEA, HWEA, and MEA-NEA Local 1.
2. In the event teachers do not tender payment of dues or service fee as certified by the Association including the MEA and NEA directly to the Association, each teacher shall execute a written authorization for such deductions from their pay.
3. The deduction of membership dues and/or service fees shall be scheduled with the Board by each teacher for fifteen (15) consecutive paychecks beginning in September or when designated by the Association; and the Board agrees to remit to the Association all monies deducted on its behalf, accompanied by a list of teachers from whom the deductions have been made within fourteen (14) days of deduction.
4. In the event a teacher(s) (covered by Section A) does not join the Association or tender their service fees to the Association (as provided in Section 1(a) and 1(b) above) the Association may request that the teacher's services be terminated by the Board in accordance with the following procedure:

T.A.  
3/9/13  
P.S.

JA  
3/9/13  
JA

- A. No teacher employed shall be terminated unless the Association has notified said teacher by certified mail, addressed to his or her last known address, advising the teacher of such failure to comply with this clause and further, to advise him/her that unless compliance is effected within ten (10) days he/she will be reported to the Board for termination of employment under this article.
  - B. The Association shall furnish the Board with a copy of such letter and a written statement that such letter has been mailed, that the ten (10) days have elapsed without compliance and that termination is requested.
  - C. The Board shall make reasonable effort to replace the teacher and shall terminate the teacher as soon as the replacement teacher is available. In no instance shall the termination be later than the end of the school year in which the Board is notified of non-compliance.
  - D. In the event of any action against the Board either jointly or individually, brought in a court or administrative agency because of the Board's compliance with this article, the Association agrees to defend such action, at its own expense and through its own counsel. The Association agrees that in any action so defended, it will indemnify and hold harmless the Board from any and all claims, demands, suits, or other forms of liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Board's compliance with this article.
5. Upon appropriate written authorization from the bargaining unit member, the employer shall deduct from the salary of any such bargaining unit member and make appropriate remittance for: annuities, credit union, savings bonds, charitable donations and any other plans or programs jointly approved by the Association and the employer.

B. Adh  
For Harper Woods Public Schools

3-22-13  
Date

[Signature]  
For Harper Woods Public Schools

3/9/13  
Date

Patricia Schore  
For MEA-NEA Local 1, Harper Woods  
Education Association

3/10/13  
Date

Paula Herbert  
For MEA-NEA Local 1

3-20-2013  
Date

T.A.  
P.S. 3/9/13

J.A.  
3/9/13  
JD

LETTER OF UNDERSTANDING  
between  
MEA-NEA LOCAL 1, HARPER WOODS EDUCATION ASSOCIATION  
and the  
SCHOOL DISTRICT OF THE CITY OF HARPER WOODS,  
BOARD OF EDUCATION

Extended Work Week

1. It is agreed by both parties that the HWEA members will extend their school week by up to four (4) hours following the established high school model of three(3) additional hours instructional time and one(1) additional hour of professional development/teacher collaboration time. The goal of this extended time is to facilitate increased student achievement.
2. Each building's teacher representatives, administrator(s) and the superintendent will develop a plan and daily schedule for teachers and students to achieve the above stated purpose. This plan must be mutually agreed upon by all parties. The extended time activities will not involve additional daily planning.
3. In 2013-2014, the High School teachers will be compensated for the extended time as they were in 2011-2012 and 2012-2013 from the SIG grant money. If these funds are not granted to the district for 2013-2014, the High School teachers will be compensated the same as the Middle School and Elementary School teachers. Middle School and Elementary School teachers will be compensated with a stipend of \$1000.
4. Teachers who service multiple buildings will be compensated at the rate applicable to the building they are scheduled to be in at the end of the school day.
5. The compensation for the extended time for Middle School and Elementary School teachers will be paid in two separate checks.
6. For the 2014-2015 school year, compensation for the four (4) hour extension shall be conditional. If total revenue for the 2014-2015 school year exceeds total expenditures for the 2014-2015 school year for the General Fund, the positive net change in Fund Balance shall be

*The italicized sections reflect the prohibited topics of bargaining as they apply only to teachers under PA 103.*



T.A.  
P.S. 3/9/13

T.A.  
3/9/13  
TD

multiplied by .50 and the product thereof divided equally by the number of teachers in the bargaining unit. The amount shall then be paid to each teacher in two (2) separate checks. The total revenues, total expenditures and positive net change in Fund balance, if any, shall be determined by the District's Audit for the 2014-2015 school year. As a result, payments of this stipend, if any, shall be made after the Audit for the 2014-2015 school year is released. For the 2015-2016 school year, the same methodology and process shall be followed. In no event shall the stipend for either the 2014-2015 or 2015-2016 school years exceed \$2,000.00 per teacher.

7. This agreement will sunset on August 20, 2016.

*[Signature]* 3-22-13  
For Harper Woods Public Schools Date

*[Signature]* 3/9/13.  
For Harper Woods Public Schools Date

*Patricia Schore* 3/10/13  
For MEA-NEA Local 1, Harper Woods Education Association Date

*Paula Herbert* 3-20-2013  
For MEA-NEA Local 1 Date

*The italicized sections reflect the prohibited topics of bargaining as they apply only to teachers under PA 103.*

T.A.  
P.S. ~~3/9/13~~  
3/9/13

JA  
3/9/13  
(JA)

LETTER OF UNDERSTANDING

between

MEA-NEA LOCAL 1, HARPER WOODS EDUCATION ASSOCIATION

and the

CITY OF HARPER WOODS SCHOOL DISTRICT  
BOARD OF EDUCATION

ATS Educational Consulting Services, Inc.

The parties are engaged in litigation related to the alternative education school being operated by ATS Educational Consulting Services, Inc. (ATS), known as "Diploma Success" for the City of Harper Woods School District and cyber schooling.

The Association agrees that it will dismiss the present litigation against ATS, the administrative proceedings and the grievance arbitration proceedings against the District, with prejudice, as to the ATS operation of "Diploma Success" if an extended Collective Bargaining Agreement acceptable to MEA-NEA Local 1, Harper Woods Education Association is ratified by both parties prior to March 26, 2013.

With the dismissal of these proceedings, the Association agrees that it will not raise further issues regarding the validity of the contract between ATS and the District concerning "Diploma Success" and cyber schooling program.

It is agreed by all parties that neither the agreement nor the dismissal with prejudice of the present charges will be claimed nor be viewed as impacting or eroding MEA-NEA Local 1, Harper Woods Education Associations status as the exclusive bargaining agent of all persons providing instruction or other educational services to students enrolled in the City of Harper Woods School District as set forth in Article 1, Recognition Clause.

The Association specifically reserves the right to protect its status as the exclusive bargaining agent of all certified staff providing education to Harper Woods students.

*The italicized sections reflect the prohibited topics of bargaining as they apply only to teachers under PA 103.*

T.A.  
P.S. 3/9/13

T.A.  
3/9/13  
(TB)

*[Signature]*  
For Harper Woods Public Schools

3-22-13  
Date

*[Signature]*  
For Harper Woods Public Schools

3/9/13  
Date

*Patricia Schore*  
For MEA-NEA Local 1, Harper Woods  
Education Association

3/10/13  
Date

*Paula J. Swbart*  
For MEA-NEA Local 1

3.20.2013  
Date



Michigan Education Association

Rick Flynn  
Executive Director

MEA-NEA, Local 1  
6-E Coordinating Council

38550 Garfield Rd., Suite B  
Clinton Township, MI 48038-3406  
Ofc: 586-228-0100 800-930-4950  
Fax: 586-228-9610

March 18, 2013

Dear Mr. Craig Lange:

MEA-NEA Local 1, Harper Woods Education Association recently reached a Tentative Agreement with the employer. There are two areas of the Tentative Agreement that the Association wishes to clarify. First, the letter of Agreement related to Article 1, Section 4D refers to the Board. The Association's intent with regard to the word/term "Board" should also be interpreted to mean the City of Harper Woods School District.

Second, the Letter of Understanding regarding ATS Contracting Services Inc. does not limit the District solely to ATS. If all components in the Letter of Understanding, other than the vendor, are adhered to, then the Association will not consider a change a violation of the agreement.

Respectfully,

Rick Flynn  
Executive Director, MEA-NEA Local 1  
MEA-NEA Local 1, Harper Woods Education Association

Patricia Schore  
President, MEA-NEA Local 1, Harper Woods Education Association

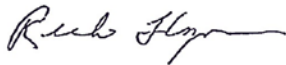
March 8, 2013

Todd Biederwolf, Superintendent  
Harper Woods School District  
20225 Beaconsfield Street  
Harper Woods, MI 48225-1395

Dear Superintendent Biederwolf:

This letter will confirm that, in consideration of negotiation changes made to Article XX (Fringe Benefits) of the 2009-2014 Collective Bargaining Agreement, MEA-NEA Local 1, Harper Woods Education Association agrees to waive and relinquish the right to file any grievance related to the bargaining unit's ten percent (10%) contribution to MESSA insurance through August 31, 2014.

Sincerely,



Rick Flynn  
Executive Director

/sab



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