

# **MASTER AGREEMENT**

**Between the**

**HARPER CREEK  
BOARD OF EDUCATION**

**And the**

**HARPER CREEK EDUCATION ASSOCIATION,  
MEA-NEA**



**2008-2010**

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**AGREEMENT BETWEEN THE  
BOARD OF EDUCATION  
AND THE  
HARPER CREEK EDUCATION ASSOCIATION  
MEA/NEA**

**PREAMBLE**

THIS AGREEMENT made and entered into as of this 1<sup>st</sup> day of July, 2008 by and between the BOARD OF EDUCATION of the HARPER CREEK COMMUNITY SCHOOLS of Battle Creek, Michigan, hereinafter called the “Board” and the HARPER CREEK EDUCATION ASSOCIATION, MEA/NEA, hereinafter called the “Association”.

**WITNESSETH:**

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of Harper Creek is their mutual aim and that the character of such education depends predominantly upon the quality and morale of the teaching service; and

WHEREAS, the members of the teaching profession are particularly qualified to assist in formulating policies and programs designed to improve educational standards; and,

WHEREAS, the Board will furnish, upon reasonable request, all public information to the Association and that the Association will reimburse the Board for additional expenses incurred in furnishing such information. However, the Association may use its own personnel to get the necessary information and use such records or information in the Administration Office; and

WHEREAS, the HARPER CREEK EDUCATION ASSOCIATION - MEA/NEA, will furnish, upon reasonable request, all public information to the Board of Education and that the Board of Education will reimburse the Association for additional expenses incurred in furnishing such information. However, the Board of Education may use its own personnel to get the necessary information and use such records and/or information; and

WHEREAS, the parties have a statutory obligation, pursuant to the Public Employment Relations Act to bargain with respect to certain hours, wages, terms and conditions of employment; and

WHEREAS, the parties, following extended and deliberate professional negotiations, have reached certain understandings which they desire to memorialize;

NOW THEREFORE, in consideration of the following mutual covenants, it is hereby agreed as follows:

<b>ARTICLE 1. RECOGNITION</b>
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**Section 1: Bargaining Unit**

The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in the Public Employment Relations Act, for all personnel holding a Michigan teaching certificate issued by the Michigan Department of Education excluding supervisory and executive personnel, substitute, evening, summer school teachers, teachers in competitive grant adult education programs, teaching interns, and paraprofessionals. The term “teacher”, when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining unit as above defined.

**Section 2: Membership and Service Fees**

- A. Each bargaining unit member shall, on or before, thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, join the Association, or pay a service fee determined by the Association. The bargaining unit member may authorize payroll deduction for such fee. In the event that the bargaining unit member shall not pay such service fee directly to the Association or authorize payment through payroll deduction, the Employer shall, pursuant to MCL 408.477 and at the request of the Association, deduct the service fee from the bargaining unit member’s wages and remit same to the Association. The procedure for involuntary deduction shall be as follows:
  - 1. The Association shall notify the teacher of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance and shall further advise the recipient that a request for wage deduction may be filed with the Board in the event compliance is not effected.
  - 2. If the teacher fails to remit the service fee or authorize deduction for same, the Association may request the Board to make such deduction pursuant to Section 2 above.

3. The Board, upon receipt of request for involuntary deduction, shall provide the teacher with an opportunity for a due process hearing limited to the question of whether or not the teacher has remitted the service fee to the Association or authorized payroll deduction for same.
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- B. Nothing in this Article shall be interpreted or applied to require deduction of employee contributions to political action or other similar funds of the Association or its affiliates. If the District agrees to make such deductions, the Association will reimburse the District for all administrative costs associated with implementing the deductions in an amount not to exceed \$25/year. The District shall not make such deductions if prohibited by applicable law.
  - C. Pursuant to *Chicago Teachers Union v Hudson*, 106 S Ct 1066 (1986), the Association has established a Policy Regarding Objections to Political-Ideological Expenditures. That Policy, and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-Association bargaining unit members. The internal union remedies set forth in the Policy shall be exclusive, and unless and until such procedures shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement.
  - D. Due to certain requirements established in recent court decisions, the Association represents that the amount of the fee charged to non-members along with other required information may not be available and transmitted to non-members until mid school year (December, January, or February). Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the representation fee by non-members shall be activated thirty (30) days following the Association's notification to non-members of the fee for that given school year.

- E. Temporary or substitute teachers shall not be required to join the Association or pay a service charge thereto. Teachers, except temporary or substitute, hired during the school year shall within thirty (30) days be required, as a condition of employment, to tender the prorata amount of the membership dues or service charge.
- F. The Association will certify at least annually to the District, at least fifteen (15) days prior to the date of the first payroll deduction for professional fees and at least fifteen (15) days prior to the date of the first payroll deduction for service fees, the amount of said professional fees and the amount of service fee to be deducted by the District, and that said service fee includes only those amounts permitted by this Agreement and by law.

The parties agree to cooperatively discuss and exchange information regarding the Association's service fee collection and objection procedures.

- G. The Association shall indemnify and save the Board harmless against and from any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken by the Board for the purpose of complying with the Association security/agency shop provision of this Article. The Association shall, when the Board is sued individually or jointly, make available competent legal counsel acceptable to the Board for such defense at the expense of the Association and the Michigan and National Education Associations. The Association shall have the right to negotiate a settlement with any teacher whose wages have been subject to involuntary deduction under this Article, provided that no such settlement shall financially obligate the Board's resources without the affirmative consent of the Board.

<b>ARTICLE 2. MANAGEMENT RIGHTS</b>
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The Board of Education hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and/or the United States, including, but without limiting the generality of the foregoing: the management and control of school properties; facilities; grades and courses of instruction; athletic and recreational programs; methods of instruction; materials used for instruction and the selection, direction, transfer, promotion or demotion, discipline or dismissal of all personnel.

The exercise of these powers, rights, authority, duties, and responsibilities by the Board and the adoption of such rules, regulations, and policies, as it may deem

necessary, shall be limited only by the specific and express terms of this Agreement.

### **ARTICLE 3. TEACHERS' RIGHTS**

The Board and the Association agree that neither will directly nor indirectly discourage, deprive, or coerce the other in the enjoyment of any right conferred by the Public Employment Relations Act or other laws of Michigan or the Constitutions of Michigan and the United States. Neither the Board nor the Association will discriminate with respect to hours, wages or any terms or conditions of employment by reason of the exercise of rights or the performance of obligations under the Public Employment Relations Act or under this Agreement.

Nothing contained in this contract shall be construed to deny or restrict any teacher rights they may have under the Michigan Revised School Code and/or any other laws of Michigan or the United States.

### **ARTICLE 4. TERMS AND CONDITIONS OF EMPLOYMENT**

#### **Section 1: Teaching Load**

The Board of Education and the Association recognize that pupil/teacher ratio is an important aspect of an effective educational program. Reasonable effort shall be made to maintain the following class sizes:

A.	Elementary	K: 1-4: 5-6: 7-8	25 students, and 26 students, and 30 students, and 32 students
	Splits	K-4: 5-6:	24 students 28 students
B.	Middle School	Except in certain activity type classes, such as physical education and music, the student load for each teacher shall not exceed 32 in any one class;	
C.	High School	Except in certain activity type classes, such as physical education and music, the student load for each teacher shall not exceed 32 in any one class.	

In the event that a class load exceeds the above limits, the administration shall meet with the teacher and the representatives of the Association to review the impact of the classroom composition on teaching effectiveness and to seek a workable solution to the problem(s) identified.

In the event that the above limits are exceeded, one of the following relief's shall be granted:

- A. Mutual consent between the teacher, the administration and a representative of the Association that the education of students is not being adversely affected;
- B. Pay overload compensation of \$10 per day (pro-rated for secondary) per student in excess of the above limits. Payment will be made once each semester;
- C. Staff may be added;

- D. Paraprofessionals may be employed and assigned to affected staff members for the amount of time that the limits are actually exceeded by two (2) students;
- E. Other mutually agreed solution(s).

If there is no agreement on the relief to be granted, paragraph B shall be the default relief.

It is understood that the Board of Education shall not be obligated to maintain the standards set forth in this section in the event of a catastrophic financial event.

In calculating class sizes under this Section, students enrolled in Special Education programs (EI and CI) who are mainstreamed into the regular education program shall be counted as one (1) student for the actual time of their presence in the regular classroom. Similarly, students assigned to a resource room (e.g., LD) shall be excluded from the regular classroom count during the period of that assignment. It is further agreed that assignment of a mainstreamed special education student to a particular classroom or section is subject to prior administrative review and approval.

## **Section 2: Assignments, Vacancies, Promotion and Transfers.**

- A. All reasonable efforts shall be made by the Administration to avoid split building and split class assignments for regular classroom teachers.
- B. Before teacher assignments are made for a subsequent school year, a letter of intent shall be distributed to teachers. Teachers already in the system will be given an opportunity to request placement in assignments for which they are certified and qualified for consideration by administration. This provision does not diminish the administration's authority to make final assignments.
- C. By the first Tuesday following the first Monday in June the Administration shall assign teachers for the forthcoming school year and notify teachers of their assignments. If a change in assignment is made subsequently, it will be treated as an involuntary transfer. All bargaining unit members must be

appropriately certified and meet all applicable standards for highly qualified (per NCLB standards, including the NCLB standards adopted by the Michigan State Board of Education) to receive or retain a teaching assignment under the terms of the Agreement. The terms “certified” and “qualified” shall be defined in Article 7, Section 3 B and C of this Agreement.

- D. In case an involuntary transfer is necessary due to staff reduction or realignment, the least senior teacher in the educational level (K-4, 5/6, 7/8, 9/12) and subject area who is certified and qualified for the position to be filled shall be the teacher transferred. Grade level and subject area shall be determined by the administrative assignment made prior to the first Tuesday following the first Monday in June, as is required by Section 2, C, in the event that the involuntary transfer is made during the summer. Grade level and subject area shall be determined by reference to the teacher's actual current assignment if the involuntary transfer is made during the school year.

This provision shall not prevent involuntary transfers made due to documented performance concerns reflected in either disciplinary action or in evaluations.

- E. Any teacher who is notified of an involuntary transfer less than fifteen (15) days prior to the effective date of the transfer will be granted, two (2) days of preparation time with a substitute furnished during that time.
- F. A "vacancy" shall be defined as either a new bargaining unit position or as an opening created by the resignation, retirement, termination, or other separation of a bargaining unit member. If the vacancy occurs during the school year, the District shall have the option to fill the opening on a temporary basis until the conclusion of the school year. Vacancies filled on a temporary basis will be posted by June 1, at which time the District will review teacher's letters of intent pursuant to paragraph "B" of this section. If the District chooses to fill a vacancy during the school year on a permanent basis, the position will be posted at least seven (7) days prior to the official date of hire.

- G. Vacancies for the coming year shall be posted in each building's office in the District and shall include a statement of qualifications for the position. No vacancy shall be filled for seven (7) calendar days during the summer, from the date of posting of the vacancy. A vacancy occurring during the three week period prior to the first student day may be filled with a three (3) work-day posting restriction.

During summer months notice of any vacancies shall be e-mailed to current District staff and the President of the Harper Creek Education Association, via the District server.

### **Section 3: Teacher Assignment to Non-Professional Tasks**

Teachers shall not be assigned, with or without extra compensation, to tasks which are essentially non-professional, specifically:

- A. Selling and taking tickets at athletic events;
- B. "Crowd handling" at athletic events;
- C. Chaperoning and/or driving buses to athletic events;
- D. Collecting and accounting for milk and lunch monies;
- E. Collecting and accounting for book rental fees, work books, periodicals used in class, towel and lock fees, insurance, school pictures, and other fees charged for student supplies and services; and
- F. Chaperoning student activities of a predominantly social nature.

Nothing in this Agreement shall prevent teachers from voluntarily performing such tasks as set forth in Section 3 above, outside regular school hours at compensation satisfactory to them and shall have all benefits of regular employees when performing regular assignments. A volunteer list for performances of duties is to be circulated by the building principal at the beginning of the school year.

### **Section 4: Work Day**

Each teacher shall be on duty and work the hours required to accomplish the total teaching assignment and responsibility and to assure that sufficient instruction time exists to enable the Board to receive full state aid for each pupil membership.

### **Section 5: Teacher Hours – High School**

- A. The normal working hours for the for high school teachers shall be 7:20 a.m. to 3:05 p.m.\* It is recognized that, in the event that the organization of the school day or the working hours designated above are changed, the high school teacher work day shall not exceed seven (7) hours and forty-five (45) minutes.
- B. In addition to the foregoing instructional responsibilities, teachers shall be required, on a rotating basis, to supervise designated areas. Teachers shall be in the hallways outside of their classroom doors or at another assigned post, ten (10) minutes before the start of morning classes. Reasonable efforts will be made to assign teachers to locations near their respective classrooms, if possible. Shared teachers will not be assigned to supervisory duties before or after school unless planning time exceeds standards in Paragraph D, below.
- C. On Fridays and days preceding holidays teachers may be excused at the end of the regular school day.
- D. High school teachers will receive a 55 minute planning period per day if the traditional schedule is in effect. If block scheduling is in effect, high school teachers will receive preparation time on a weekly basis equivalent to five (5) instructional blocks. The administration shall have the right to schedule high school teachers for professional development, collaborative planning, curricular, instructional or assessment-related tasks. Administration may hold up to twelve (12) such meetings each school year, not to exceed two (2) per month. Such meetings shall take place during one (1) planning/preparation block not to exceed two-thirds of a planning period, unless mutually agreed upon.
- E. Shared teachers shall not be required to count travel time as planning.

### **Section 6: Teacher Hours – Middle School**

- A. The normal working hours for Middle School teachers shall be 7:20 a.m. to 3:05 p.m.\* It is recognized that, in event that the organization of the school day or the working hours designated above are changed, the middle school teacher work day shall not exceed seven (7) hours and forty-five (45) minutes.

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\*pending no changes from the state regarding instructional time.

- B. In addition to the foregoing instructional responsibilities, teachers shall be required, on a rotating basis, to supervise the unloading of buses in the morning. Further, the teachers shall be responsible for seeing that students are properly dismissed, cleared from the building and loaded on buses. Teachers shall be in the hallways outside their classroom doors or at another assigned post, ten (10) minutes before the start of morning classes. Reasonable efforts will be made to assign teachers to locations near their respective classrooms, if possible. Shared teachers will not be assigned to supervisory duties before or after school unless planning time exceeds minimal expectations.
- C. On Fridays and days preceding holidays, teachers may be excused at the end of the regular school day.
- D. Middle school teachers will receive a 55-minute planning period per day if the traditional schedule is in effect. If the teaming concept is in effect, each middle school teacher will receive at least eighty (80) minutes of planning daily. Forty (40) minutes shall be used as individual teacher planning and forty (40) minutes will be used for team planning. Two (2) forty (40) minute team planning periods per month may be used for department planning. The administration shall have the right to schedule middle school teachers for professional development, collaborative planning, curricular, instructional or assessment-related tasks. Administration may hold up to twelve (12) such meetings each school year, not to exceed two (2) per month. Such meetings shall take place during one (1) planning/preparation block not to exceed two-thirds of a planning period, unless mutually agreed upon.
- E. Shared teachers shall not be required to count travel time as planning.

### **Section 7: Teachers Hours - Elementary**

- A. The normal working hours for the school year for Elementary teachers shall be 8:10 a.m. to 3:45 p.m.\* It is recognized that, in the event that the organization of the school day or the working hours are changed, the Elementary teacher work day shall not exceed seven (7) hours and thirty-five (35) minutes.

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\*pending no changes from the state regarding instructional time.

- B. In addition to the foregoing instructional responsibilities, teachers shall be responsible for seeing that students are properly dismissed and cleared from the building. Teachers shall be in their classrooms ten (10) minutes before the start of morning classes. Shared teachers will not be assigned to supervisory duties before or after school unless planning time exceeds the minimum standards in ¶D, below. Two (2) teachers in each elementary building will be compensated for supervising the unloading of buses in the morning and the loading of buses in the afternoon. Compensation shall be \$6 for each period of duty not to exceed thirty minutes (30) minutes.
- C. On Fridays and days preceding holidays, teachers may be excused at the end of the regular school day.
- D. Elementary teachers will receive three hundred (300) minutes of planning per week. The administration shall have the right to schedule elementary school teachers for professional development, collaborative planning, curricular, instructional or assessment related tasks during one (1) planning period in each twenty (20) school day interval.
- E. Elementary special subjects teachers' shall not be required to count travel time as planning time.
- F. The scheduling of special classes shall be collaboratively created with input from at least two (2) teachers from each building who are mutually agreed upon between Administration and the Association.

### **Section 8: Lunch Period**

- A. All teachers shall be scheduled for a duty free, uninterrupted lunch period of not less than thirty (30) minutes.
- B. Each teacher shall be paid \$7 per half-hour lunch period to serve noon duty on a permanent basis for the entire year.
- C. At the high school and middle school level, assignment areas for noon supervision shall be posted by the building administrator and teachers shall be selected from a list of applicants. In the event that the number of persons deemed necessary for supervision by the building administrator is not available, then teachers may be assigned noon supervision one (1) in seven (7) days with compensation. If asked by the principal to pull such duty more often than one (1) in seven (7) days, the teacher is to be paid \$9.50 per duty day.

- D. If an elementary teacher is called upon by his/her principal (or designee) to supervise during his/her duty free lunch period in an emergency situation (such as injury, accident or major discipline problems) said teacher will be compensated as per Section C.
- E. Teachers must assume an active role in supervision and maintain conduct levels acceptable to the administration or be subject to replacement with another staff member.
- F. Teachers will not be scheduled to assignments that would necessitate lunch periods earlier than the beginning of the first student lunch period nor later than the end of the last student lunch period.

### **Section 9: Cancellation and Rescheduling of Student Instruction**

Scheduled days and hours of student instruction which are held because of conditions not within the control of school authorities, such as inclement weather, fires, epidemics, mechanical breakdowns, or health conditions (as defined by city, county, or state health authorities) will be rescheduled to ensure that there are a minimum number of days and hours of student instruction as prescribed by the Revised School Code and the State School Aid Act to enable the Board to receive full pupil membership and categorical appropriations. Teachers shall be excused from reporting for school on those days and hours and will receive their regular pay. Teachers shall work on the rescheduled days and hours with no additional compensation. Rescheduling shall be accomplished as specified in the Calendars included within this Agreement.

The parties agree that this contract provision has been negotiated to comply with the provisions of the State School Aid Act and to ensure that the District will incur no loss of state aid. Further, the parties recognize the School District's obligation to comply with requirements set forth in the Revised School Code respecting the required number of "student instruction" days and hours.

### **Section 10: Staff Rooms**

- A. Each school building shall be provided with a staff room or lounge available for staff use during the regular school day. The staff room or lounge is not to be used by staff members to the neglect of regular professional duties. The District and the Association declare their commitment to maintain staff facilities in a clean condition.

- B. The school administration will provide other areas in the building for speech correction, visiting teacher work, inoculations, testing, sick room, storage, etc.

### **Section 11: Classrooms**

The District declares its intention to maintain classroom facilities in a clean condition to include: dusting, sweeping of floors, emptying of wastebaskets, vacuuming and washing of chalkboards. It is recognized that conditions beyond the employer's immediate control (e.g., adverse weather, employee absence) may cause occasional delay in the effectuation of this intention. Teachers agree to cooperate in this endeavor, within the scope of their professional duties. Classrooms shall be treated as needed to prevent infestation by vermin.

### **Section 12: Room Assignment**

- A. The Administration shall make every reasonable effort to assign each teacher to a permanent classroom for the school year unless the nature of the subject matter necessitates a change in classrooms (e.g. lab classes, pool). In the event that a teacher is required to move more than once per day from one classroom to another, the teacher shall be paid one dollar (\$1) per day for each occurrence of changing classrooms in excess of one.
- B. In the event a teacher is required to permanently relocate from one classroom of original assignment to another during the school year and if the relocation involves movement of books and other supplies, he/she may request a period of two (2) work days to accomplish the move. When so requested, the District shall provide a substitute to cover the teacher's instructional duties for those days.

### **Section 13: Least Restrictive Environment**

- A. The parties acknowledge that the policy of least restrictive environment is legally mandated. It is also recognized that the extent to which any student who receives services under the Individuals with disabilities Education Act (IDEA) should participate in regular education programs and services involves consideration of that student's unique needs as determined by an

Individual Educational Planning Committee (IEPC). It is further acknowledged and recognized that the general education classroom teachers and the appropriate special education teachers are jointly responsible for implementation of the IEP and for attending to the educational needs of special education students assigned to the teacher's class. Teachers agree to cooperate in the delivery of special education and related services.

- B. Prior to actual placement of a particular special education student within the classroom of a teacher, such teacher(s) may confer directly with the special education teacher/consultant concerning the student and the plan for integration of said student.
- C. If any teacher has a reasonable basis to believe that a disabled student's current Individual Education Plan (IEP) is not meeting the student's unique needs as required by law, the teacher will advise his/her principal of that opinion, in writing.
- D. If delivery of related school health services is necessary to provide a student with a free appropriate public education, as mandated by the Individuals with Disabilities Education Act, those functions shall be performed by a properly trained individual. Appropriate training will be provided to each teacher prior to the placement of that special education pupil in the teacher's room. This training shall include an explanation of procedure(s) for delivery of the school health service, identification of the appropriate persons to whom performance of that function may be permissibly delegated, the extent and availability of supervision for performance of the procedures and the authority for alteration, modification or termination of the procedures.

Bargaining unit members shall be required to perform health services under this provision in an emergency situation only.

## **ARTICLE 5. TEACHERS PROFESSIONAL WORKING RESPONSIBILITIES**

### **Section 1: Supervision**

Supervision of students is the teacher's responsibility. This includes activities in all school areas such as cafeteria, halls, lavatories, playground, assemblies and any other place where students may congregate during the normal school day. Teachers shall cooperate in good housekeeping practices in the halls, respective classrooms and their lounges.

### **Section 2: Research and Development**

Upon request of the administration, teachers shall be encouraged to recognize their professional obligation to participate in curriculum studies, research and revision committees during the school year as a part of professional development and involvement. The District will make attempts to have teacher representation from each building on curriculum council.

### **Section 3: Care of Supplies and Facilities**

Teachers shall be expected to exercise reasonable care for school materials, equipment and facilities assigned to them. Teachers shall not be held monetarily responsible for equipment damage at school if teacher exercised reasonable care.

### **Section 4: Lesson Plans**

Teachers shall at all times have completed, in advance, lesson plans for the next five (5) days of student instruction.

### **Section 5: Personal Appearance**

All teachers shall maintain dress, grooming and personal appearance consistent with their area of teaching.

### **Section 6: Residency**

Residency within the Harper Creek School District is encouraged.

## **Section 7: Activities and Organizations**

Teachers are strongly encouraged to participate in various activities and organizations associated with Harper Creek Community Schools. These activities include, but are not limited to: PTA or PTO meetings, HCEA, Board of Education meetings, athletic events, choir and band concerts and festivals, theatrical productions, and student recognition events, etc. Teachers shall attend at least one (1) open house per year unless excused by the Principal.

## **Section 8: Faculty Meetings**

Teachers shall be required to attend mandatory meetings up to six hundred sixty (660) minutes per school year.

## **Section 9: Professional Development/Probationary Teachers**

As a condition of continued employment, each probationary teacher subject to the professional development requirements of Section 1526 of the Revised School Code (or its successor provision) shall complete those requirements within the time provided by statute. The Board shall not be obligated to compensate the probationary teacher for either the time connected with completion of these requirements or for other associated costs such as enrollment course and/or registration fees. However, when the Board elects to provide this training locally it shall underwrite the cost of same but shall not be obligated to pay any additional compensation to the probationary teacher for the time association with completion of the above requirements.

## **Section 10: Mentor/Mentee Professional Development and Stipend**

Mentor training and assignment must follow current Michigan law.

Both mentors and mentees are eligible to receive professional development credit. In place of professional development credit, mentors can elect to receive a \$60 stipend for each 6.0 hours of work with their mentee up to:

Three days (18 hours) for first-year teachers: \$180  
Two days (12 hours) for second-year teachers: \$120  
One day (6 hours) for third-year teachers: \$60

To receive credit/stipend, both mentors and mentees must submit the professional development log by May 27. Mentors should indicate their compensation preference on the log sheet.

## **Section 11: Professional Development**

The school calendar shall meet the professional development requirements under Section 1527 of the Revised School Code.

Two professional development days in a given school year will be planned by the Curriculum Council, including but not limited to instructional coaches and teacher representatives from each building.

### **Section 12: Representation at Conferences**

Administration will consider leave with pay, not chargeable against the teacher's sick or personal leave, to attend educational conferences, workshops, and/or seminars. Administration will consider a reasonable number of teacher visitations for the purpose of viewing other instructional techniques and programs. The extent of teacher representation and visitation will depend upon the distance, the relevance, and the school budget. Teachers desiring to attend such conferences, meetings, or visitations should secure an application form, discuss it with the principal and then forward it to the Superintendent or Superintendent's designated representative for final approval. No event registration will occur prior to the final approval. Teachers shall be required to submit a written report or make an oral report to their unit within two (2) weeks of attendance at such meetings or visitations.

<b>ARTICLE 6. TEACHER EVALUATION</b>
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### **Section 1: Monitoring**

All monitoring or observation of the work of a teacher shall be conducted openly and, to the extent possible, with full knowledge of the teacher. It is understood that unplanned and unexpected observations of incidents which may reflect on the teacher's professional performance may occur. In such cases, the administrator will investigate the circumstances surrounding the observation. Nothing in this section shall prohibit the administration from including such observations in the teacher's total evaluation.

### **Section 2: Objective**

Evaluation shall be considered a means of improving instruction and improving the professional performance of teachers.

### **Section 3: Progressive Discipline**

The parties declare their commitment to the concept of progressive discipline though the parties acknowledge that severe discipline may be imposed with a first time offense if it is supported by the Tenure Act and court decisions interpreting that Act.

#### **Section 4: Use of Student Test Results**

Student test results shall not be used as conclusive evidence of teacher competency while determining the quality of service or fitness for retention. But, such results shall be used to assist in the evaluation of curriculum, performance, teaching techniques, and student progress.

#### **Section 5: Observation and Appraisal**

- A. Prior to classroom observations the teacher shall be provided a copy of the District evaluation form. This may be accomplished by the evaluating administrator in a group meeting. Observations for evaluation purposes and subsequent conferences will not be conducted during the first two weeks and the last two weeks of the school year. Teachers shall receive at least two (2) days notice of their formal classroom observation. This provision does not prohibit administration from conducting an unannounced informal classroom evaluation at any time.
- B. The administrator shall prepare and submit to the Superintendent a written evaluation at least once every three years for tenure teachers and at least once a year for probationary teachers. The teacher shall receive a copy of the evaluation. Probationary teachers shall receive an IDP annually.
- C. When requested by either the teacher or evaluating administrator, the parties shall hold a conference regarding classroom observation and/or written evaluations. Such conferences shall be held within fifteen (15) working days of the request.
- D. A teacher who disagrees with an observation or evaluation may submit a written answer which shall be attached to the file copies of the observation or evaluation in question and/or submit any complaints through the grievance procedure. Any written answer to an observation or evaluation shall be made within fifteen (15) days after receipt of the completed evaluation instrument by the teacher.
- E. A teacher shall have the right to review the contents of all personnel records (except those materials excluded from the definition of “personnel record” under the Bullard-Plawecki Employee Right to Know Act) maintained by the

District pertaining to said teacher, and to have a representative of the Association accompany him/her in such review.

- F. At any time that a teacher's retention comes into question, the building principal shall make this known to the teachers by at least:
1. Scheduling a conference;
  2. Formulating and/or revising an Individual Development Plan.

<b>ARTICLE 7. REDUCTION IN STAFF</b>
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**Sections 1: Procedures**

In the event the Board determines it is necessary to reduce the number of teachers, the following procedure shall be adhered to:

- A. The Board, through its administrators, shall determine the curriculum and the positions to be eliminated, reduced or continued.
- B. Teachers shall be laid off on the basis of seniority, provided that a more senior teacher may be laid off while a less senior teacher is employed, if the more senior teacher is not certified and qualified to be employed in the specific position held by the teacher with less seniority as those terms are defined in Article 7, Section 3B and C.
- C. The Board shall take formal action in order to effectuate the layoff of a teacher. Teachers to be laid off shall be notified in writing of such layoff.

**Section 2: Notice**

In any layoff the Board shall give written notice to the Association and to the teacher(s) to be laid off at least forty-five (45) calendar days prior to the effective date of such layoff.

### **Section 3: Definitions**

- A. “Seniority” shall be defined as the length of continuous service in the bargaining unit, measured from the last date of hire, not including extra curricular service. Provided that seniority accrued prior to July 1, 1983, will be measured from date of hire with the School District and shall include periods of administrative service. A teacher serving in an administrative position shall not lose unit seniority previously accrued (in either teaching or administrative capacities) but after July 1, 1983, service in an administrative capacity shall henceforth not accumulate bargaining unit seniority.
1. A teacher on layoff shall continue to accrue seniority, for purposes of this Article, during the period of layoff until his/her recall rights expire pursuant to this Article.
  2. Leaves of absence granted before July 1, 1983, shall be included in the determination of the amount of seniority. However, such leaves as may be applied for on or after July 1, 1983, shall not be included in the determination of the amount of seniority, except unpaid medical leaves as confirmed by a doctor and child care leaves, limited to one year per child. Leaves of absence taken pursuant to the Family and Medical Leave Act shall not interrupt seniority and shall be included in its determination. Return from leave of absence may be denied where the returning teacher is subject to layoff under the terms of this Agreement.
  3. Each year, prior to November 1, the Superintendent, or his/her designee, shall prepare a seniority list and transmit a copy of same to the President of the Harper Creek Education Association and post a dated copy in each building. The names of all teachers at the time of preparation of the seniority list shall be listed in order of their seniority, starting with the teacher having the greatest amount of seniority. In the event of ties in seniority, all teachers so affected will participate in a formal drawing to determine placement on the seniority list. The Association and bargaining unit members so affected will be notified, in writing, of the date, time and place of the drawing. The drawing shall be conducted openly and at a time and place that will reasonably allow affected bargaining unit members

and Association representatives to be in attendance. Each teacher's certification, major and minor fields and current assignments are to be included on this seniority list. The Association shall have thirty (30) days from the date of posting to allege any error or discrepancy in the seniority list. Otherwise, the list prepared by the Superintendent shall be conclusive.

- B. "Certification" is defined as holding all certificates, endorsements licenses and/or approvals required by law and Michigan Department of Education regulation to serve in the position assigned. Further, it is the teacher's responsibility to file such certificates, endorsements, licenses and/or approvals with the Board. The certification status of a teacher on file with the District shall be considered conclusive for all purposes under this Agreement.

A non-certified teacher meeting the requirements of Section 1233 b of the Revised School Code (or its successor provision) shall be considered to be a certified teacher for purposes of this contract, including application of disciplinary standards, serving a probationary period commensurate with that required under the Teachers' Tenure Act and all rights and responsibilities afforded by this contract, except where not permitted by law or regulation of the Michigan Department of Education.

The teacher shall provide written notice to the Board and Association of any change to his/her certificates, endorsements, licenses or approvals after the original filing of same with the District. This shall include notice of any additional endorsements, certificates, renewals, approvals as well as expirations, revocations and any limitations thereon. The teacher shall further notify the Board and Association, in writing, in the event that he/she petitions the State Board of Education for nullification or limitation of his/her certificate, one or more endorsements thereon or a grade level certification appearing on the certificate.

- C. "Qualification" shall be defined as:
1. Holding a major/minor appropriate to his/her assignment and meets applicable standards for a "highly qualified" teacher under NCLB.
  2. If a teacher who is required to meet NCLB "highly qualified" standards does not meet those standards, he/she shall be assigned to any existing vacancy for which he/she is certified and qualified.

3. If the teacher cannot be assigned to a vacancy for which he/she is certified and qualified he/she will be placed on layoff status, unless the teacher is certified and qualified to displace another less senior member of the bargaining unit. In the latter event, the more senior teacher shall displace the least senior bargaining unit member holding an assignment for which the more senior teacher is certified and qualified. The teacher ultimately displaced shall be laid off and possess recall rights to the extent provided in this Agreement.
4. Nothing in these provisions shall be applied to afford a probationary teacher priority over a tenure teacher where both are certified and qualified for the same assignment.

#### **Section 4: Certification and Qualifications**

- A. The certification and qualification of a teacher to be laid off shall be the certification and qualifications on file with the Board at the time the notice of layoff is sent. The certification and qualification of a teacher to be recalled from layoff shall be the certification and qualifications on file with the Board at the time the notification of recall from layoff is sent. It is the teacher's duty to make sure the Board's records are correct and to notify the Board, in writing, of any inaccuracies or changes.
- B. The Board discourages teachers from nullifying any endorsement on their teaching certificate. However, the Board acknowledges the right of the teachers to nullify such endorsements. The Board and the Association advise teachers who exercise this right that they may jeopardize and/or restrict their employment opportunities in the event of a reduction in work force (layoff). Any teacher who intends to nullify an endorsement shall provide the Superintendent of Schools and the Association with prior written notice of such intent to nullify his/her endorsement(s).
- C. Should a teacher seek to nullify or otherwise limit one or more endorsements or grade level certifications appearing on his/her certificate, the teacher, if tenured, will drop five (5) years from their current position on the seniority list. Their placement will be at the bottom of the said five years. If the teacher is non-tenured, they will be placed at the bottom of the seniority list below the least senior teacher.
- D. Nothing in these provisions shall be applied to afford a probationary teacher priority over a tenure teacher where both are certified and qualified for the same assignment.

#### **Section 5: Bumping Rights**

In the event that a teacher is laid off pursuant to this Article, said teacher shall have the right to displace the least senior remaining teacher in the bargaining unit who occupies an assignment for which the laid off more senior teacher is both certified and qualified. Provided, that this provision shall not be applied to allow a probationary teacher to bump a tenured teacher. Any bump must be exercised within ten (10) days into the assignment then held by the teacher who is to be bumped.

### **Section 6: Fringe Benefits**

Any layoff shall suspend for the duration of the layoff the Board's obligation to pay salary or fringe benefits under any individual contract of employment or under this Agreement. However, a teacher shall be eligible to receive fringe benefits which are earned, but not received, prior to layoff. The District shall provide annual insurance payments in the same proportion as actual service days to total scheduled service days during the academic year in which the layoff is implemented.

Any employee laid off pursuant to this Article may, upon application and at his/her option and expense, continue enrollment in health insurance programs to the extent available under COBRA. Such continuation of insurance benefits shall be contingent on prior payment by the employee of the applicable policy premiums.

### **Section 7: Order of Recall**

A. Teachers on layoff shall be recalled to vacant positions in order of greatest seniority, provided the more senior teacher(s) is certified and qualified for the vacancy or vacancies to be filled. This provision shall not be applied to allow a probationary teacher to be recalled to a vacancy which may be filled through recall of a laid off tenure teacher who is certified and qualified for the vacancy. Vacancies which are filled by recall need not be posted.

Previously accumulated sick leave days shall be restored upon a teacher's recall from layoff under this provision.

B. Notice of recall shall be sent by certified or registered mail to the teacher's last known address. It shall be the responsibility of the teacher to keep the Board informed of his/her current address. The Board's obligations regarding recall of a teacher shall be satisfied if the notice of recall is sent to the teacher's last known address. The teacher will have five (5) days to indicate his/her desire to accept or reject an offer of recall, and the five (5)

days shall commence running on the date the notice of recall is received. In the event a teacher does not respond within the five (5) day period, the teacher shall forfeit his/her rights to recall and further employment.

- C. A laid off teacher employed under contract by another Michigan Public K-12 or Intermediate School District may refuse recall; however, if the teacher is offered a position for the next school year, the teacher's refusal of the offer shall constitute the teacher's resignation and employment shall automatically terminate. In no event shall a probationary teacher have recall rights for more than two (2) years after the effective date of layoff. In no event shall a tenure teacher have recall rights for more than three (3) years after the effective date of layoff.
- D. Teachers laid off after September 1, 1987, and subsequently recalled shall be given salary credit for each year of comparable evaluated teaching experience acquired while on layoff status, not to exceed three (3) years.

<b>ARTICLE 8. GRIEVANCE PROCEDURE</b>
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**Section 1: Definitions**

A grievance shall be defined as an alleged violation of the express terms and provisions of this Agreement.

**Section 2: Knowledge of Grievance**

A teacher who believes he or she has a grievance shall first discuss the matter with his or her principal personally or accompanied by an Association representative or Association officer within five (5) school days after the teacher has had knowledge or should have had knowledge of the occurrence of the event upon which the grievance is based. It shall be the objective of both parties to resolve the matter in this informal manner. In the event the grievance is not settled in this manner, the following formal grievance procedure shall apply and there shall be no reference made in a teacher's personnel record as to any initiation of a grievance of said teacher.

### **Section 3: FIRST STEP**

Any grievance that is not settled as set forth in Section 2 of this Article or those grievances submitted by the Association shall be submitted in writing on the form provided by the Association to the principal of the school in which the grievance arises. All grievances shall state: the specific facts upon which they are based; when they occurred; the contract provision allegedly violated; and the relief sought. All grievances shall be signed by the teacher who is filing the grievance or any officer of the Association when the Association files a grievance and shall be submitted to the principal within three (3) school days after the informal meeting described in Section 2 above or the occurrence of the event upon which the grievance is based for those matters submitted by the Association.

The principal shall give a written answer to the aggrieved teacher or the Association within two (2) school days after receipt of the written grievance. If the answer is mutually satisfactory, the grievant shall so indicate on the grievance form, sign it and return a signed copy to the principal.

By mutual agreement of the Superintendent and HCEA Grievance Chairperson, grievances may be initiated at the Second Step (Superintendent level).

### **Section 4: SECOND STEP**

If the grievance has not been settled in the First Step and if it is to be appealed to the Second Step, the grievant and/or the Association representative(s) shall notify the Superintendent in writing within six (6) school days after receipt of the principal's First Step answer of the desire to appeal. If such written request is made, the Superintendent (or his/her designee) shall meet with the grievant and/or Association representative(s) within five (5) school days to consider the grievance. The Superintendent shall provide a written answer to the aggrieved teacher and to the Association representative(s) within five (5) school days after the date of this meeting. If the answer is mutually satisfactory, the Association shall so indicate on the grievance form, and sign it, and return a signed copy to the Superintendent.

### **Section 5: THIRD STEP**

If the grievance has not been settled in the Second Step and if it is to be appealed to the Third Step, the Association shall notify the Superintendent in writing within five (5) school days after receipt of the Superintendent's Second Step answer of the desire to appeal. If such appeal is made, the grievance shall be reviewed at a meeting between the Board [or its designated representative(s)], the Superintendent, the grievant, and the Association representative(s) within ten (10)

school days after receipt by the Superintendent of the notice of appeal. A written answer shall be given by the Board (or its representative) to the aggrieved teacher and the Association representative(s) within fifteen (15) school days after the date of the Third Step meeting.

### **Section 6: Arbitration**

If the grievance has not been settled in the Third Step, the Association may submit the grievance, except as provided below, to arbitration provided such submission is made and served upon the District within ten (10) school days after receipt of the Third Step answer.

- A. All matters submitted to arbitration shall be submitted to the American Arbitration Association in accordance with its Labor Arbitration Rules then obtaining within the time specified above and such rules shall govern the arbitration hearing. The arbitrator shall have no power or authority to alter, amend, add to, or subtract from the terms of this Agreement or to hear matters removed from the arbitrator's authority under this Agreement. Both parties agree to be bound by the award of the arbitrator and that the arbitrator's costs and those of the American Arbitration Association shall be borne equally between the parties.
- B. The arbitrator shall have no authority to rule upon the non-renewal or discharge of a probationary teacher or removal of a teacher from extra-duty positions.

### **Section 7: Failure to Meet Time Limits**

Grievances which are not appealed within the time limits specified in the above grievance procedure shall be considered to be withdrawn by the grievant and/or the Association. If the Board fails to meet the time limits, the grievance shall automatically proceed to the next level in the procedure. The above grievance procedure affords the sole and exclusive remedy for complaints and grievances under the Agreement and the sole method of expression or communications of a view, grievance, complaint, or opinion on any matter related to this Agreement.

### **Section 8: Due Process**

Matters involving discharge or demotion for which a claim may be brought under the Teacher's Tenure Act shall not be subject to arbitration under this Agreement.

### **Section 9: Time for Discussions of Grievance**

The presentation and discussions of grievances provided for in this Article shall take place outside of the regular school hours except during the first two (2) steps of this procedure (Section 3 and 4 of this Article) which will be held during school hours so long as all persons involved could so meet without interference with their assigned duties.

**Section 10: Time Limits/Vacations**

Monday through Friday shall be considered “school days” during the summer recess in determining the time limits set forth above.

**Section 11: Association Knowledge**

Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association if the adjustment is not inconsistent with the terms of this Agreement, provided that the Association has been given opportunity to be present at such adjustment.

**ARTICLE 9. SUBSTITUTE TEACHERS**

Whenever a teacher is absent from school, for whatever purpose, reasonable efforts shall be made by the Administration to hire a qualified substitute, considering such factors as the availability of substitutes, the number of teachers absent, and the extent to which the District has received sufficient advance notice of teacher absence.

Regular teachers and counselors may be asked to substitute when sufficient non-bargaining unit per diem substitutes are not available. If they agree to substitute, they will be compensated under the options listed in Article 13, Section 10. Teachers and administrators shall cooperate in performing substitute services in the above circumstances.

All reasonable efforts shall be made to permanently fill newly created positions. The District shall have ninety (90) school days to temporarily employ a substitute for a newly created position while actively seeking to permanently fill the position.

**ARTICLE 10. DISCIPLINE/STUDENT**

**Section 1: Mutual Commitment**

The parties declare their mutual commitment to maintenance of control and student discipline.

- A. Consistent enforcement of disciplinary procedures will be administered when student misbehaviors warrant it. The teacher will have attempted to remedy student behavior problems through the use of documented disciplinary procedures prior to seeking administrative assistance, not including cases which may cause imminent danger. This documentation will be recorded on the referral form, which will be available in all buildings. Staff input shall be considered when administration makes disciplinary decisions.
- B. Administrative disciplinary decisions shall be communicated to the referring staff within forty-eight (48) hours following the written misbehavior referral provided the referral is made by the teacher on the day incident occurred or on the same day the teacher gained knowledge of the incident. These decisions may be emailed to referring staff. In the event that the referring teacher is dissatisfied with administrative discipline, the teacher may submit a written objection to the administrator who issued the discipline, within forty-eight (48) hours after receiving notice of the disciplinary determination.
- C. At the commencement of each school year, each building principal shall distribute to the staff written student disciplinary procedures, such procedures to be in accordance with applicable provisions of the Michigan Revised School Code. Staff and administration shall be responsible for following and enforcing these procedures uniformly.

It is understood that the above disciplinary procedures are subject to revision. In the event of such revisions, teachers shall be given written notice of same. Not later than April 1 annually the Association shall forward to the building principals, in writing, any recommendations for revisions of student handbooks for the forthcoming school year. A meeting to discuss feasibility of recommended changes will be held with the teaching staff and building administration by June 1.

## **Section 2: Reporting Incident**

Any case of assault upon a teacher shall be promptly reported, in writing, to his/her building administrator. If a bargaining unit member is required to attend

a legal proceeding related to such incident, the member shall be granted paid leave for that purpose.

## **ARTICLE 11. SHARED TEACHING**

### **Section 1: Definition**

A tenured teacher may share a job with another teacher certified and qualified at the same level of teaching.

### **Section 2: Application**

Application to share a job shall be made prior to sixty (60) days before the beginning of a new semester of school.

### **Section 3: Seniority**

Accumulated seniority and leave days shall be carried into the job-sharing arrangement, in full by all teachers involved.

### **Section 4: Responsibility and Benefits**

The job shall be shared in a prorated manner in terms of working responsibilities, salary and benefits. In the event such an arrangement is implemented during the school year, the sick leave accumulation shall be reduced proportionately for each participating teacher for the time period during which the arrangement is in effect.

### **Section 5: Board and Teacher Rights**

The Board reserves the right to accept or reject any job-sharing request or the continuation thereof. It is expressly understood that job-sharing is for one (1) school year, except where the Administration and involved teachers mutually agree to renew the arrangement. Job-sharing teachers, for the duration of their job-sharing arrangement, are not eligible to apply for vacancies or transfers under the terms of this Agreement unless otherwise expressly authorized by the Superintendent. At the conclusion of the job-sharing arrangement the job-sharing teachers shall be reinstated to full-time positions for which they are eligible according to their seniority, certification, and qualifications. The latter requirement shall not apply where the job-sharing teacher did not have full-time status prior to entering into the job-sharing arrangement.

### **Section 6: Substituting**

In the event one of the teachers agrees to substitute temporarily for his/her partner because the partner is temporarily absent, the substitute's pay shall be at the full per diem substitute rate. (NOTE: the full daily rate will be at the level set by the Board of Education for each year during the term of this contract. The intent is to remit to the teacher, who substitutes for his/her partner, a full day's substitute pay for one half day of instructional services.)

## **ARTICLE 12. LEAVES OF ABSENCE**

### **Section 1: Sick Leave and Sick Leave Notification**

- A. No deductions shall be made for absence to an aggregate of ten (10) days yearly, with maximum accumulation not to exceed one hundred fifty (150) unused days. Provided, any teacher who has accumulated more than one hundred fifty (150) unused sick days as of July 1, 1987, shall be allowed to retain such accumulation. Sick leave may be used for personal illness and absence necessitated by exposure to contagious disease in which the health of others would be endangered by a teacher's attendance on duty.

A maximum of ten (10) days per school year may be used for serious condition of the teacher's parents, current spouse or children. A medical note verifying the absence must be provided if administration suspects abuse.

"Serious condition" shall be defined as: major surgery, hospitalization for illness or injury, illness or injury requiring the services of a physician and which the attending physician considers sufficiently serious to require the employee to be present.

"Serious condition" shall not include: colds and sore throats, minor illness except in the case of a minor dependent where the dependent is prohibited from attending school, daycare and other child care services.

- B. The following procedure for securing a substitute teacher shall be in effect in the Harper Creek Community School District:

The teacher shall notify the designated substitute service of the teacher's absence, online or by phone before 6 a.m. (HS and MS) or 7 a.m. (Elementary). The teacher shall also notify their building principal by phone contact or voice mail.

- C. Any teacher who is absent because of an injury or disease compensable under the Michigan Workers' Disability Compensation Act and who has sufficient accumulated sick leave, shall have the right to receive from the Board the difference between the allowance under the Workers' Compensation Law and the teacher's regular salary for the duration of the illness, deductible from his/her accumulated sick leave. The teacher's accumulated sick leave shall be charged proportionately for the salary differential. Example: if Workers' Compensation benefits are equal to 60 percent of the teacher's gross daily wage, the teacher's sick leave shall be charged .4 (four-tenths) of one day for the differential.
- D. Each year, preceding the closing of school in June, each staff member shall receive from the Administration Office a statement of the teacher's sick leave status; that is, the number of sick leave days used during the current year and the number remaining to the teacher's credit at the time said statement is issued. The teacher must report any alleged errors within thirty (30) days after receipt of the statement. Otherwise, the statement shall be conclusive.
- E. Accumulated sick leave time shall terminate upon severance of employment.
- F. A sick leave bank designed to provide teachers with income protection due to long-term major personal physical or mental disability is established as follows:
  - 1. Any time the number of days in the bank is reduced to one hundred eighty (180), each teacher may contribute up to two (2) days. Provided, that at no time shall the number of days in the bank exceed two hundred fifty (250).
  - 2. Teachers shall be eligible to withdraw days from the sick leave bank when they have suffered a major disability, and after the expiration of the teacher's accumulated sick leave.
  - 3. Teachers who anticipate a need to apply for withdrawal from the sick leave bank are to contact the Administration Office for information regarding the necessary application procedures. Teachers may be expected to provide medical proof of disability and must be willing to submit to an examination by a physician appointed by the Board, at the Board's expense, if requested.

4. Maximum withdrawal for a single disability shall not exceed a factor of:

$$\frac{\text{(Number of sick days accumulated at the beginning of school year)}}{\text{X 180}}$$

Years of service in the District multiplied by 12

Example: (5th year teacher who used 12 of his total accumulated days)

$$\frac{48 \text{ (accumulated sick days)}}{\text{withdrawal}} \text{ X } 180 = 144 \text{ days maximum}$$
$$5 \text{ (years of service)} \text{ X } 12$$

### **Section 2: Personal Leave**

- A. Two (2) days per year shall be granted for purposes of personal leave. Generally, personal leave should be used in situations of emergency for purposes of conducting personal business which is impossible to conduct on weekends, after school hours, or during vacation periods.
- B. Teachers desiring to use personal leave shall notify Administration by a written form provided by the District at least two (2) school days in advance of anticipated absence, stating the day(s) to be used for personal leave. After the submission of the form, the teacher shall appropriately notify the substitute teacher service. In the case of an emergency, leave can be approved by the Superintendent or his/her designee.
- C. Personal leave shall not be granted on the opening or closing days of school, or on the day prior to and following a vacation period, unless an emergency exists, and utilization is approved by the building principal.
- D. A teacher shall not use personal leave days on consecutive work days except in the case of extenuating or unusual circumstances when the use has received the prior approval of the Superintendent or his/her designee.
- E. Teacher use of personal leave is subject to administrative verification where there is cause to believe that leave is being abused.
- F. Unused personal leave shall be credited to the teacher's sick leave accumulation.

### **Section 3: Bereavement Leave**

Not more than four (4) days bereavement leave may be used in the case of the death of parent, spouse, child, step-child, sister, brother or any other person living in the same residence or who is an IRS dependent of the employee. Not more than two (2) days bereavement leave may be used in the case of the death of a grandparent, grandchild, aunt, uncle, mother-in-law, father-in-law, brother-in-law, sister-in-law or person to whom employee was engaged to marry. Not more than one (1) day sick leave may be used in the case of the death of any relative not listed.

It is expressly understood that limitations mentioned are for each such occurrence.

#### **Section 4: Military Leave**

A military leave of absence shall be granted to any teacher who shall be inducted or shall enlist for military duty in any branch of the Armed Forces of the United States and consistent with the FMLA. Upon return from such leave the teacher shall be entitled to re-employment as provided by State and/or Federal law.

#### **Section 5: Court Appearances**

A leave of absence may be granted a teacher called for jury duty service or where a teacher receives a subpoena for attendance at court in connection with the teacher's school job responsibilities. If the subpoena involves a non-school-related matter, a teacher may use up to one (1) leave day which shall not be charged against the teacher's credited leave accumulation. If the subpoena is continued by the Court or re-issued for more than one day, the teacher may use up to three (3) sick days for attendance at Court in such circumstances.

Leave shall not be available where the teacher has been subpoenaed to court in a matter where the teacher and/or Association are adverse parties to the School District and/or Board.

When leave is available under the above provisions, the Board shall pay an amount equal to the difference between the teacher's daily salary and the daily jury or witness fee (not including travel allowances or reimbursement of expenses) for each day on which the teacher reports for or performs jury duty or is subpoenaed into court and on which the teacher otherwise would have been scheduled to work. Such leave shall not be charged against the teacher's credited leave accumulation, except as otherwise specified above.

#### **Section 6: Child Rearing/Family Medical Leave**

- A. An unpaid leave of absence shall be granted to a teacher for the purpose of child rearing. Such leave shall be taken within the twelve (12) month period immediately following the birth or adoption of a bargaining unit member's child. The length of leave under this paragraph shall not exceed twelve (12) months, renewable at the discretion of the Board.
- B. Where a bargaining unit member, his/her spouse, child or parent has a serious health condition, an unpaid leave of absence shall be granted for a period of up to twelve (12) weeks, renewable at the discretion of the Board.
- C. A teacher adopting a child (children) or having a child (children) placed with him/her for foster care purposes shall begin his/her leave at any time between entry of a court order awarding custody and twelve (12) months after the child arrives in the home.
- D. In order to provide continuity within the classroom between pupil and teacher, the teacher shall notify the Superintendent in writing of his/her desire to take leave under this Article. The letter requesting leave shall include the proposed commencement date of the leave and the date of return. Except in the case of an emergency, teachers shall give such notice at least thirty (30) days prior to the date on which the leave is to begin.
- E. In the case of an adoption or foster care placement, a copy of the order awarding custody to the teacher shall be provided to the administration if requested in connection with a teacher's application for leave for those purposes. When leave is taken under this Article to care for a teacher's seriously ill spouse, child or parent, or due to the teacher's own serious health condition, the teacher will, upon administrative request, provide medical certification from a health care provider supporting the necessity for the leave.

Teachers taking leave under this Article for medical and/or psychological reasons shall provide, at the Board's request, appropriate verification of the necessity for leave and the teacher's fitness to return to duty at the conclusion of the leave. The Board has the right to require that a second opinion (at the Board's expense) be obtained. If that opinion differs from that of the teacher's health provider, the health provider, the teacher and administration (in consultation with the Association, if requested by the teacher) shall mutually designate a third health provider whose opinion relative to leave eligibility or initial fitness to return to work shall be considered final and binding on the Board, teacher and Association. The cost of this examination shall be paid by the Board.

- F. A teacher who is disabled may continue in active employment provided he/she continues to perform his/her regular duties satisfactorily.
- G. All or any portion of a leave taken by a teacher because of a medical disability connected with or resulting from her pregnancy may, at the teacher's option, be charged to her available sick leave in accordance with State and Federal laws.
- H. The teacher shall, upon his/her return, be assigned the same or, if the position does not exist, an equivalent teaching position for which the teacher is certified and qualified, and shall be placed on the salary schedule at the step attained prior to such leave. For purposes of this Agreement, restoration to a bargaining unit position for which the teacher is certified and qualified shall be considered as restoration to an equivalent teaching position.
- I. The Board and the teacher agree to cooperate in scheduling commencement and return from leave at a time which minimizes disruption to the continuity of educational programming and service delivery.
- J. The Board of Education will continue premium payments for health care benefits up to twelve (12) weeks for a teacher who has been granted an unpaid leave under this section. If the teacher fails to return from leave at its expiration (except in the event of the continuance, onset or recurrence of a serious health condition of the teacher or other circumstances beyond the teacher's control), the Board shall have the right to recover all premium

payments made during the unpaid leave interval with the exception of those premium payments attributable to the use or substitution of paid leave. These amounts may permissibly be deducted from any wage or other payments due the teacher, with any deficiency to be remitted by the teacher to the Board within five (5) days of demand.

- K. The Board may hire substitute teachers to replace bargaining unit members granted leaves under this section.

### **Section 7: Voluntary Leave**

- A. A tenure teacher may be allowed to take an unpaid voluntary leave for a period not to exceed one (1) year without loss or gain in seniority. Such leave must be in accordance with Article 7-Reduction in Staff.
- B. The Board agrees to provide for unpaid voluntary leave with the stipulation that there be no financial obligation as related to salary or fringe benefits while such person is on leave and provided that a certified and qualified replacement is available to insure that the quality of student instruction would not be diminished.
- C. It is agreed that the teacher may continue his/her insurance coverages during the leave by paying premiums to the District in accordance with the District's policies and time lines, to the extent permitted by the respective carriers.
- D. Requests for leave must be in writing and received not less than ninety (90) calendar days prior to the commencement of the leave, except in emergency situations where the Superintendent may approve the leave on shorter notice.

### **Section 8: Political Leave**

The Association and District will follow the requirements of Act 169 of 1976, MCLA 15.401, et seq.

### **Section 9: Sabbatical Leave**

- A. The Board may grant yearly sabbatical leaves at one-half ( $\frac{1}{2}$ ) salary for two (2) tenure teachers who wish to pursue graduate work on a full-time basis, not to exceed one (1) year in duration. Where the Board is required to grant a sabbatical leave in accordance with Section 1525 of the Revised School Code or its successor provision, there shall be no obligation to continue the

salary or other compensation of the teacher. Where a teacher takes sabbatical leave under Section 1525 of the Revised School Code, the Board shall consider allocating a stipend for the instructor from professional development funds.

- B. A teacher, upon return from a sabbatical leave, shall be restored to his/her former position, or to a position on the salary schedule, as he/she would have been, had the teacher taught in the District during such period. All teachers who accept sabbatical leaves shall agree to work in the District the school year following the sabbatical leave.
- C. Sabbatical leaves shall be granted only at the discretion of the Board of Education on the recommendation of the Superintendent.

### **Section 10: Association Leave**

The Board shall provide ten (10) working days per school year of released time for the handling of Association meetings and conferences, with the Board to be reimbursed at the rate of substitute pay for the days used within one (1) week from the time such days are taken. No more than five (5) days may be used by an individual teacher during the school year. These days shall not be utilized during examination period, parent/teacher conferences, or on a working day immediately preceding or immediately following a school holiday or school vacation period.

<b>ARTICLE 13. SALARY SCHEDULES</b>
-------------------------------------

### **Section 1:**

The parties recognize that the salary schedule steps were renumbered with the 1985-86 contract to eliminate the "0" step. The parties intended that no teacher will be entitled to more than their normal increment (one step) despite this renumbering.

### **Section 2:**

In implementing the following salary schedules, the parties recognize that those teachers in the employ (to include those on leave and recall status) of the District on June 1, 1985, and who were in the possession of a valid Michigan permanent, life or continuing teaching certificate were placed at the appropriate step on the BA + 20 salary column. Teachers in the employ of the Board on June 1, 1985, who possessed valid Michigan provisional teaching certificates remained on the BA salary column until such time as they were issued a valid Michigan permanent

certificate or otherwise attained eighteen (18) hours beyond BA or a Master's or Specialist degree. Upon completion of those requirements, such teachers were placed upon the appropriate salary column.

Teachers hired after June 1, 1985, must complete twenty (20) hours beyond BA and possess a continuing certificate before being eligible for BA + 20 salary lane placement.

A teacher moving directly from Level 6 of the BA salary lane to another salary lane, and whose years of teaching experience in the District exceed seven years, shall be entitled to move at the rate of two levels per school year on the new salary lane until he/she achieves a level designation corresponding to actual years of teaching experience in the District.

**Section 3:**

Any bargaining unit non-K-12 teachers shall be placed upon the BA, BA+20 or MA salary column (as appropriate to their degree and credit status) with a maximum placement of Level 6 (as appropriate to their credited teaching experience).

**Section 4: Salary Schedule**

Teachers will receive appropriate step movement for 2008-2009 (retroactive to August 28, 2008).

<b>Levels</b>	<b>BA</b>	<b>BA+</b>	<b>MA</b>	<b>PhD/EdD</b>
1	\$32,902	\$33,600	\$34,598	\$36,262
2	\$33,771	\$34,816	\$35,932	\$37,782
3	\$34,816	\$35,860	\$37,481	\$39,412
4	\$36,385	\$37,340	\$39,355	\$41,381
5	\$38,301	\$39,255	\$41,317	\$43,450
6	\$40,805	\$41,099	\$43,382	\$45,621
7		\$42,993	\$45,544	\$47,890
8		\$45,160	\$47,815	\$50,280
9		\$47,496	\$50,194	\$52,787
10		\$49,893	\$52,697	\$55,416
11		\$52,364	\$55,319	\$58,170
12		\$56,380	\$58,079	\$61,069
13			\$62,587	\$66,021

## 2009-2010

Teachers will receive appropriate step movement for 2009-2010.

Levels	BA	BA+	MA	PhD/EdD
1	\$33,066	\$33,768	\$34,771	\$36,443
2	\$33,940	\$34,990	\$36,111	\$37,971
3	\$34,990	\$36,040	\$37,669	\$39,609
4	\$36,567	\$37,526	\$39,552	\$41,588
5	\$38,492	\$39,452	\$41,523	\$43,667
6	\$41,009	\$41,305	\$43,599	\$45,849
7		\$43,208	\$45,771	\$48,129
8		\$45,385	\$48,054	\$50,531
9		\$47,734	\$50,445	\$53,051
10		\$50,143	\$52,961	\$55,693
11		\$52,625	\$55,596	\$58,461
12		\$57,226	\$58,369	\$61,374
13			\$63,525	\$67,011
25		\$57,512	\$63,843	\$67,346

### **Section 5: Longevity**

A bargaining unit member having fourteen (14) – fifteen (15) years of service in the District will receive an annual longevity payment of Two Hundred and Fifty dollars (\$250).

A bargaining unit member having sixteen (16) – twenty (20) years of service in the District will receive an annual longevity payment of Three Hundred Dollars (\$300).

A bargaining unit member having twenty-one (21) – twenty-five (25) years of service in the District will receive an annual longevity payment of Three Hundred and Fifty Dollars (\$350).

A bargaining unit member having twenty-six (26) – thirty (30) years of service in the District will receive an annual longevity payment of Four Hundred and Fifty Dollars (\$425).

A bargaining unit member having thirty-one (31) years of service or more in the District will receive an annual longevity payment of Four Hundred and Seventy-Five Dollars (\$475).

Years of Service	Longevity payment
14-15	\$250
16-20	\$300
21-25	\$350
26-30	\$425
31+	\$475

**Section 6: Conditions for Vocational Teacher Placement**

To be placed upon the BA scale a vocational teacher without a Bachelor's Degree must have earned a vocational certificate and have six (6) years of work experience.

Experience in excess of six (6) years shall be evaluated in terms of two (2) years industrial, office or distributive experience being equal to one (1) year of teaching experience.

**Section 7: Payment Schedule**

Every teacher may elect to receive his/her annual salary in 21 equal payments or 26 equal payments. Teachers shall make a written election between June 15 and August 1 to be paid over twenty one (21) or twenty six (26) pays in the next succeeding school year. Once made that choice shall be irrevocable unless revoked in writing during the above election window for a succeeding school year. Teachers who do not have a written election on file with the business office shall be paid over twenty one (21) days.

**Section 8: Coaches' Salaries**

- A. The salary computations in coaching, including middle school, shall be based on the current BA Step 1 amount.
- B. Evaluations of coaches shall be done in terms of specific dates, assignments, and expectations as specified in the Harper Creek Athletic Handbook adopted by the Board of Education on June 7, 1987, a copy of which shall be provided to each coach. Completed evaluations will be given to coaches not later than six (6) weeks after the conclusion of regular or post-season play, at which time the coach will be informed of his/her renewal or non-renewal.
- C. Any teacher may apply for a vacant coaching position. In filling the position, however, the District shall consider qualifications, attainments,

and other relevant factors, including service in the School District as well as applicants from outside the School District. If two or more applicants are equal in the above selection factors, in the judgment of the District, preference shall be given to certified staff.

- D. Coaches' pay shall be made over the duration of their respective assignments. Each paycheck stub shall indicate the amount of coaching pay received in that pay period.
- E. The Schedule for coaches shall be at the following percentages of the base amounts established in subparagraph "A" above.

Athletic Director – Middle School	11.00 percent
Baseball - 9th	7.20
Baseball - JV	7.20
Baseball - Varsity	12.00
Basketball - Boys 7th	5.80
Basketball - Boys 8th	5.80
Basketball - Boys 9th	9.60
Basketball - Boys JV	9.60
Basketball - Boys Varsity	16.00
Basketball - Girls 7th	5.80
Basketball - Girls 8th	5.80
Basketball - Girls 9th	9.60
Basketball - Girls JV	9.60
Basketball - Girls Varsity	16.00

Cross Country	12.00
Cross Country Asst.	6.00
Cross Country – Middle School	5.00
Football - Frosh	9.60
Football - JV	9.60
Football - Varsity Assistant	9.60
Football - Varsity	16.00
Golf - Boys	11.00
Golf - Girls	11.00
Soccer JV	6.96
Soccer - Varsity Girls	12.00
Soccer - Varsity Boys	12.00
Softball - JV	7.20
Softball - Varsity	12.00
Swimming - Boys	16.00
Swimming/Diving Asst. - Boys	9.09

Swimming-Girls	16.00
Swimming/Diving Asst. - Girls	9.09
Swimming – Middle School	5.00
Tennis - JV (Girls/Boys)	6.60
Tennis - Boys Varsity	11.00
Tennis - Girls Varsity	11.00
Tennis – Middle School	5.00
Track - Boys Middle School	5.00
Track - Girls Middle School	5.00
Track - Boys Assistant	6.96
Track - Girls Assistant	6.96
Track - Boys Varsity	12.00
Track - Girls Varsity	12.00
Volleyball - 7th	5.00
Volleyball - 8th	5.00
Volleyball - Frosh	8.40
Volleyball - JV	8.40

Volleyball - Varsity	16.00
Wrestling – Middle School	5.00
Wrestling - JV	9.09
Wrestling - Varsity	16.00

- NOTES:
1. Five (5) to nine (9) years experience is 0.5 percent over above schedule percentages. Ten (10) or more years experience is 1.0 percent over above schedule percentages. Years of experience must be consecutive in same sport at Harper Creek.
  2. Inclusion of position on the schedule does not require District to fill the position.

**Section 9: Extra Duty Assignments**

Non-athletic extra assignments shall be paid on the following basis:

- A. The salary computation for Extra-Duty assignment shall be based on the current BA Step 1 salary rate.

<b><u>Band Concerts and Programs</u></b>	
Senior High	12.50 Percent
Senior High Assistant	3.00
Middle School	5.75
<b><u>Cheerleading Supervision</u></b>	
Varsity	12.00
Assistant Varsity	8.00
Competitive Cheer	3.50
Middle School	1.75
<b><u>Majorette Supervision</u></b>	1.75
<b><u>Class Advisors</u></b>	
Senior	3.00 Percent

Junior	2.75
Sophomore	2.25
Freshman	2.25
<b><u>Dramatics</u></b>	
Senior High	7.00
Middle School	6.00
<b><u>Musical Coordinator</u></b>	
Senior High	7.25
<b><u>Follies Director</u></b>	
Senior High	5.50
Middle School	4.50
<b><u>Orchestra Concerts and Programs</u></b>	
Senior High	4.50
Middle School	2.25
<b><u>Vocal Concerts and Programs</u></b>	
Senior High	4.00
Middle School	3.25
Elementary	1.25
<u>PomPon Advisor</u>	5.50
<u>Quiz Bowl</u>	3.00
<u>Newspaper</u>	3.00
Middle School/ <u>Sr. High Science Olympiad</u>	5.00
<u>Prep Club Advisor</u>	2.50
<b><u>Foreign Language</u></b>	
French Club	2.25 (in year with no foreign travel) 4.00 (in year with foreign travel)

Spanish Club	2.25 (in year with no foreign travel) 4.00 (in year with foreign travel)
<u>Art Club Sponsor</u>	1.50
<u>National Honor Society/ Sponsor</u>	6.50
<u>Cadet Teacher Supervisor</u>	2.00
<u>Sixth Grade Camp Teacher/ Week</u>	0.45
<u>Debate Coach</u>	9.00
<u>Forensics Coach</u>	3.75
<u>Pool Director</u>	19.00
<u>Student Senate Advisor</u>	4.25
<u>Year Book Advisor</u>	8.00
<u>Memory Book Coordinator</u>	2.00
<u>Middle School Activity Director</u>	5.50
<u>SADD Advisor</u>	3.00
<u>Summer School Teacher/ NOVA Net Teacher</u>	0.07 percent Per hours
<u>Grade Group/ Department Group Chairperson</u>	1.55
<u>Fourth Grade Mackinac Island</u>	\$95/trip

<u>Trip for Teachers working the entire trip</u>	
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- B. Extra-assigned duties (non-athletic) that do not go a full school year will be paid at the end of the assignment. If the assignment goes a full school year, the advisor shall have the option of having the payment spread over his/her pay periods or receiving one lump sum at the end of the school year.
- C. Teachers must request payment in writing through their administrator for services rendered. The administrator shall notify the payroll department, in writing, as soon as request is received.

**Section 10. Formula for Substitution Rates**

At the beginning of each school year each teacher shall make an irrevocable election to be compensated for substitution work, under Option A, Option B, or Option C as provided below:

OPTION A: Teachers shall be reimbursed at their individual hourly rate of pay for teaching at the request of the principal for an absent teacher.

- 1. High School: 
$$\frac{\text{Annual Salary}}{(\text{number of instruction periods, plus prep period}) \times \text{number of teacher contract days}}$$
- 2. Middle School: 
$$\frac{\text{Annual Salary}}{(\text{number of instruction periods, plus prep period}) \times \text{number of teacher contract days}}$$

3. Elementary teachers who are not relieved due to the absence of a special teacher shall be compensated according to the following formula for time the elementary teacher has charge of students when the special class would have otherwise occurred:

$$\frac{\text{Number of Minutes} \times \text{daily rate}}{326}$$

This shall not apply if the special class is rescheduled during the next ten (10) school days.

When a class of students normally assigned to an absent teacher is divided among other teachers, the time involved for substituting shall be apportioned among those teachers and will then be paid according to Option A, B or C.

OPTION B:

Teachers shall be reimbursed by compensatory time for substituting, at the request of the principal, for an absent teacher.

1. High School - Teachers will be granted one (1) compensatory period for each instructional period of substituting. When three (3) compensatory periods have been accumulated, one (1) compensatory day will be granted.
2. Middle School - One (1) compensatory period will be granted for each period of substituting. When 270 minutes have been accumulated, one (1) compensatory day will be granted.
3. Elementary - Teachers who are not relieved due to the absence of a special teacher or who substitute for other teachers in addition to supervising their own classes shall be granted compensatory time. When 316 minutes of compensatory time are earned, one (1) compensatory day will be granted. This shall not apply if the special class is rescheduled within ten (10) working days.

When a class of students normally assigned to an absent teacher is divided among other teachers, the compensatory time involved for substituting shall be apportioned among those teachers.

Teachers desiring to use compensatory days shall notify the administration at least two (2) days in advance of anticipated absence stating the day(s) to

be used for compensatory leave. Compensatory leave shall not be granted on the opening or closing days of school or on the days prior to and following a vacation, holiday or recess period. The administration reserves the right to limit the number of teachers taking compensatory time on a given day, considering the availability of substitutes.

Any unused compensatory time shall be paid at the conclusion of a school year under the formula specified in Option A. Compensatory time shall not be used in less than ½ day increments and shall not be carried forward from year to year.

#### OPTION C:

Teachers substituting, at the request of the principal, for an absent teacher may elect to have credit applied to an internal District Budgetary account for the teacher's classroom funds for the purchase of computer related classroom supplies. The teacher would receive .5 of Option A above, and 1.0 of the amount of funds derived from Option A would apply to the before-mentioned classroom account. Teachers must follow District purchasing procedures for the expenditure of these amounts.

### **Section 11: Experience Outside of District**

Newly hired teachers may be allowed a maximum of ten (10) years of credit for experience outside the District, within the sole discretion of the Board. Experience other than teaching experience which makes an employee more valuable than a beginning teacher may be credited within these experience limitations. Within one calendar month, the Association will be notified of such hiring and the rationale for that employment based on non-teaching years considered as experience.

## **Section 12: Degree Status Change**

When a teacher shall have attained the next higher degree and shall have provided the Board of Education with evidence of this fact, the teacher shall be placed on the salary column which reflects the new degree at the opening of the next succeeding semester (this is to be prorated). Notification of intent to be graduated shall be given not later than November 10 to receive payment for second semester, and not later than July 15 to receive payment for succeeding school year.

## **Section 13: Check Stub Identification**

The stubs attached to pay checks shall identify all deducts using either the code presently appearing on the stub or other identification.

## **Section 14: Tuition Reimbursement**

The District will reimburse teachers at the rate of \$75 per credit hour, with maximum annual reimbursement for six (6) credit hours for each successfully completed class according to the following conditions:

1. Teachers enrolled in a university approved degree program will submit, in advance, to the Superintendent (or designee) for his/her approval, a list of the required courses for the program as well as the estimated time for completion of the degree. Teachers enrolled in an approved degree program must also obtain advance approval from the Superintendent (or designee) for elective courses within the program as well as any courses that are substituted for the originally approved required courses.
2. Teachers not enrolled in an approved degree program must submit individual courses for advance approval to the Superintendent (or designee).
3. Teachers shall not be eligible to receive tuition reimbursement for classes completed during the summer months until September and on the further condition that the teacher has returned to work in the District for the school year immediately ensuing the summer during which the classes were completed.

The total expenditure for tuition reimbursement shall not exceed \$12,300 each school year.

Tuition requests made by administration will not be deducted from the tuition reimbursement allocation.

## ARTICLE 14. INSURANCE

### **Section 1: Health**

The Board agrees to provide the premium payments to MESSA for the following insurance protection for teachers. Bargaining unit members shall elect Plan 1 or Plan 2, as specified below:

- A. Plan #1 - (Employee Plan including health insurance) Upon submission of written application, Employer shall make premium payments on behalf of full-time bargaining unit members (and their eligible dependents) pursuant to the following insurance plan:

#### MESSA-PAK A

1. Health-MESSA Change to Choices II with a \$10/\$20 prescription drug card, all other coverage remains the same as current. Changes shall become effective February 1, 2009.
2. Adult Immunization rider added February 1, 2009
3. Dental-Delta Dental Plan E/007
4. Vision - VSP 2
5. Negotiated Life - \$35,000
6. Preventive Care Rider

The Employee's premium obligation effective shall be as follows: Employees shall contribute \$0/month towards health insurance premium costs effective August 31, 2008 until June 30, 2009. Beginning July 1, 2009 employees shall contribute \$25 per month towards their health insurance premium benefits.

Employees shall also contribute for any health insurance premium increases greater than four percent (4%), over the February 1, 2009 premium rate, to ten percent (10%) effective July 1, 2009 – June 30, 2010. The District shall pay the excess increases above ten percent (10%) and the parties agree to unconditionally reopen negotiations concerning health insurance only, if the health insurance rate increases more than ten percent (10%).

- B. Plan #2 - (Employee Plan when health insurance is not needed) The following insurance plan will be provided to full-time employees who do not have need of health insurance:

MESSA-PAK-B

1. Dental - Delta Dental Plan E/007
  2. Vision - VSP 2
  3. Negotiated Life - \$35,000
  4. Cash in the amount of \$50, provided that the option amount shall be increased to \$250 per month if eighteen (18) or more teachers are enrolled in Plan #2. If the number of Plan #2 teachers drops below eighteen (18) during the life of this Agreement, the option amount shall revert to \$50 per month. If the number of Plan #2 teachers is 35 or more, the option amount shall be increased to \$275 per month.
- C. Regular part-time teacher may select any of the foregoing programs for which they are eligible, in accordance with the rules of the carrier and policyholder. The District shall make premium contributions, in that event, prorated in proportion to the amount of time working in relation to a full-time assignment.

In order to participate in any of the foregoing programs, the part-time teacher must provide the District with a written payroll deduction authorization for the excess premium cost over the District's contribution as specified above.

Premium amounts which are the responsibility of the bargaining unit member shall be payroll deducted from the wages of that individual.

- D. The Board will administer a Cafeteria Plan under Section 125 of the Internal Revenue Code.

It is the responsibility of each eligible bargaining unit member to comply with all requirements for eligibility, enrollment and coverage specified in the Cafeteria Plan and/or by any insurance carrier, insurance policyholder or third party administrator pertaining to the underlying benefits set forth in the Cafeteria Plan. These responsibilities shall include, but shall not be limited to, initial enrollment, benefit election, and submission of all information necessary for claims processing and/or claims administration. The Board agrees to reopen health care cafeteria reimbursement accounts of each employee in this bargaining unit, to the extent authorized by law, to withhold additional wages for medical expenses, if required.

- E. Any and all disputes regarding coverage and claims processing with respect to the foregoing insurance plans shall be solely between the eligible bargaining unit member and insurance carrier, policyholder and/or third party administrator. Any disputes relative to the administration and/or operation of the Cafeteria Plan shall be resolved in conformance with the Claims Procedure section of that Plan.

It is agreed that the sole obligation of the Board shall be to make such premium payments required under this Article and other payments as may be authorized by the Cafeteria Plan during the period of a bargaining unit member's eligibility for participation in that Plan and for fringe benefit plan enrollment under this Agreement.

- F. In the event that an eligible bargaining unit member waives available coverage(s) under the Cafeteria Plan and thereby elects to receive additional compensation under PAK-B, pursuant to the terms of the Plan, any direction of that compensation to a tax-deferred annuity under Section 403(b) of the Internal Revenue Code or within the meaning of Section 1224 of the Revised School Code shall be regarded as a voluntary and elective contribution made by the teacher through salary reduction.

## **Section 2: Annuity**

The Board shall allow a teacher to enroll in a tax-deferred annuity plan through payroll deduction, pursuant to section 403(b) of the Internal Revenue Code, as amended. (Said plan to be in accordance with the underwriting carrier's rules and regulations.)

## **ARTICLE 15. WORK STOPPAGE**

In accordance with Section 1 of Public Act 336 of 1947, State of Michigan, as amended, and in keeping with the high standards of the profession, the Association agrees that upon execution of this Agreement and for the duration thereof, it shall refrain from any work stoppage for any purpose.

## **ARTICLE 16. MISCELLANEOUS**

### **Section 1: Board of Education Policies**

This Agreement shall prevail over any policies of the Board which conflict with its express terms.

### **Section 2: Copies of Contract**

The Board shall make available to the Association within twenty-five (25) calendar days of the execution of this Agreement one copy of this Agreement for each bargaining unit member and fifty (50) copies for Association use provided that the Board and the Association share all costs for preparation of said document.

### **Section 3: Contract Review**

Within forty-five (45) school days of the ratification of this Agreement the building principals, Association building Representatives and central office administrators shall meet with the Superintendent and the President of the Association for the purpose of reviewing contract language different from the previous Agreement.

## **ARTICLE 17. CALENDAR**

### **Section 1: Appendix A**

For the school year 2008-2009 the calendar shall be as depicted in Appendix A.

### **Section 2: Last Day of In service**

One in-service day at the beginning of each school year shall be for teacher's work in the classrooms, Association Business.

**ARTICLE 18. DURATION**

**Section 1: Contract Time Lines**

This Agreement shall be effective upon ratification and shall continue in full force and effect until the 28<sup>th</sup> day of August, 2010. This Agreement may be reopened by mutual consent of the Association and the Board of Education.

**Section 2: Conformity to Law**

If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

**Witness to Agreement**

**HARPER CREEK EDUCATION  
ASSOCIATION, MEA/NEA**

**HARPER CREEK  
BOARD OF EDUCATION**

\_\_\_\_\_  
Penny Osborne,  
HCEA President

\_\_\_\_\_  
Dawn Zande-Brady, President  
President

\_\_\_\_\_  
Kim Thayer,  
Bargaining Team Member

\_\_\_\_\_  
John Bailey, Board Secretary  
Board Secretary

\_\_\_\_\_  
Lisa Crawford,  
Bargaining Team Member

\_\_\_\_\_  
John Severson, Superintendent  
Superintendent

\_\_\_\_\_  
Jim Eckert,  
Bargaining Team Member

\_\_\_\_\_  
Julie Raducha,  
Bargaining Team Member

**APPENDIX A**  
**2008-09 CALENDAR**

August 25	Professional Development
August 26	Teacher Day
August 27	Building Day/8 a.m. – 1 p.m.
September 2	First Day of School
September 29	Professional Development
November 3	Professional Development
November 26	½ Day of School (Staff and Students)
November 27-28	No School – Winter Break
December 1	No School – Compensatory Day for Conferences
December 22 – January 2	No School – Holiday Break
January 19	Professional Development
January 23	End of 1 <sup>st</sup> Semester – ½ day students only
February 16	No School – President’s Day (Staff and Students)
April 3	No School – Compensatory Day for Conferences
April 6-10	Spring Break
April 27	Professional Development Day
May 25	No School – Memorial Day
June 9	Last Day of School – ½ day students and staff

176 days/half days (Two [2] are exam days)

185 Teacher days (Includes five (5) professional development days, one (1) day in classroom, one (1) building day, and two (2) compensatory days for conferences)

**APPENDIX B**

**LETTER OF AGREEMENT  
Between  
THE HARPER CREEK BOARD OF EDUCATION  
And  
THE HARPER CREEK EDUCATION ASSOCIATION**

The parties desire to clarify appropriate procedures for implementing Article VI, Section 3, of their Master Agreement pertaining to progressive discipline.

It is agreed that the Administration shall have the right to make written documentation of any oral warning issued as a disciplinary measure against a teacher. It is further agreed that the Administrator shall have the right to maintain a record of the verbal warning in the Principal's building files, provided that such documentation shall not become a part of the teacher's official personnel record. Nothing in this Agreement shall be construed to prohibit the Administration or School District from making use of a documented verbal warning in a judicial or quasi-judicial proceeding where introduction of such evidence is relevant to the establishment of appropriate progressive disciplinary measures.

**HARPER CREEK EDUCATION  
ASSOCIATION, MEA/NEA**

**HARPER CREEK  
BOARD OF EDUCATION**

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Penny Osborne,  
HCEA President

---

Dawn Zande-Brady, President  
President

---

Kim Thayer,  
Bargaining Team Member

---

John Bailey, Board Secretary  
Board Secretary

---

Lisa Crawford,  
Bargaining Team Member

---

John Severson, Superintendent  
Superintendent

---

Jim Eckert,  
Bargaining Team Member

---

Julie Raducha,  
Bargaining Team Member

**APPENDIX C**

**LETTER OF AGREEMENT**

**Between**

**THE HARPER CREEK BOARD OF EDUCATION**

**And**

**THE HARPER CREEK EDUCATION ASSOCIATION (HCEA-MEA-NEA)**

Terminal Leave Agreement

2008-2009

Teachers who resign from the District with at least twenty (20) years of service in the District shall be eligible for payment of up to 125 unused sick days at seventy percent (70%) of the teacher's daily rate. Said payment shall be placed in a 403b account no earlier than July 1, 2009 and no later than August 15, 2009. Eligible teachers must submit a written resignation to the Superintendent no later than April 15, 2009 to receive the terminal leave benefit.

2009-2010

Teachers who resign from the District with at least twenty (20) years of service in the District shall be eligible for payment of up to 100 unused sick days at fifty percent (50%) of the teacher's daily rate. Said payment shall be placed in a 403b account no earlier than July 1, 2010 and no later than August 15, 2010. Eligible teachers must submit a written resignation to the Superintendent no later than April 15, 2010 to receive the terminal leave benefit.

This provision expires on June 30, 2010 and shall be of no effect after that date.

**HARPER CREEK EDUCATION  
ASSOCIATION, MEA/NEA**

**HARPER CREEK  
BOARD OF EDUCATION**

\_\_\_\_\_  
Penny Osborne,  
HCEA President

\_\_\_\_\_  
Dawn Zande-Brady, President  
President

\_\_\_\_\_  
Kim Thayer,  
Bargaining Team Member

\_\_\_\_\_  
John Bailey, Board Secretary  
Board Secretary

\_\_\_\_\_  
Lisa Crawford,  
Bargaining Team Member

\_\_\_\_\_  
John Severson, Superintendent  
Superintendent

\_\_\_\_\_  
Jim Eckert,  
Bargaining Team Member

\_\_\_\_\_  
Julie Raducha,  
Bargaining Team Member

**APPENDIX D**

**LETTER OF AGREEMENT  
BETWEEN  
THE HARPER CREEK BOARD OF EDUCATION  
AND  
THE HARPER CREEK EDUCATION ASSOCIATION  
(HCEA-MEA-NEA)**

In implementing the following salary schedules, the parties recognize that those teachers in the employ (to include those on leave and recall status) of the District on June 1, 1985, and who were in the possession of a valid Michigan permanent, life or continuing teaching certificate were placed at the appropriate step on the BA+20 salary column. Teachers in the employ of the Board on June 1, 1985, who possessed valid Michigan provisional teaching certificates remained on the BA salary column until such time as they were issued a valid Michigan permanent certificate or otherwise attained eighteen (18) hours beyond BA or a Master's or Specialist degree. Upon completion of those requirements, such teachers were placed upon the appropriate salary column.

**HARPER CREEK EDUCATION  
ASSOCIATION, MEA/NEA**

**HARPER CREEK  
BOARD OF EDUCATION**

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Penny Osborne,  
HCEA President

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Dawn Zande-Brady, President  
President

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Kim Thayer,  
Bargaining Team Member

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John Bailey, Board Secretary  
Board Secretary

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Lisa Crawford,  
Bargaining Team Member

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John Severson, Superintendent  
Superintendent

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Jim Eckert,  
Bargaining Team Member

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Julie Raducha,  
Bargaining Team Member

**APPENDIX E**

**LETTER OF AGREEMENT  
BETWEEN  
THE HARPER CREEK BOARD OF EDUCATION  
AND  
THE HARPER CREEK EDUCATION ASSOCIATION  
(HCEA-MEA-NEA)**

This Letter of Agreement is entered into this 6<sup>th</sup> day of May 2008, by and between the Harper Creek Board of Education (hereinafter referred to as “Board”) and the Harper Creek Education Association, MEA/NEA (hereinafter referred as the “Association”).

Pursuant to and in accordance with the Master Agreement between the Board and the Association, the undersigned parties agree as follows:

1. The Parties agree to reimburse special education teachers their expenses for obtaining “highly qualified” status and credentials in Special Education, in an amount not to exceed \$1,000 per bargaining unit member. Preapproval must be obtained by the District’s Superintendent. The expenses may include class work and workshops, and must count towards the acquisition of “highly qualified” status, as that term is defined by the Michigan Department of Education. Expenses must be incurred prior to June 2009, for reimbursement to be obtained, unless otherwise approved by the Superintendent and/or the Michigan Department of Education. Bargaining unit members who choose class work to become highly qualified must successfully complete the class(es) and be in good standing with the university.
  
2. The terms of this Letter of Agreement shall not constitute the establishment of a precedent, custom, practice and/or binding working condition with respect to the future interpretation or application of the Master Agreement between the parties, or any successor collective bargaining agreement between them.

3. This Letter of Agreement is entered into this 6<sup>th</sup> day of May, 2008, by and between the Board and the Association, whose authorized representatives have affixed their signatures below, and it shall remain in effect until the expiration of the 2006-2008 Master Agreement.

**HARPER CREEK EDUCATION  
ASSOCIATION, MEA/NEA**

**HARPER CREEK  
BOARD OF EDUCATION**

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Penny Osborne,  
HCEA President

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Dawn Zande-Brady, President  
President

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Kim Thayer,  
Bargaining Team Member

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Board Secretary

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Lisa Crawford,  
Bargaining Team Member

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Superintendent

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Jim Eckert,  
Bargaining Team Member

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Julie Raducha,  
Bargaining Team Member