

**School District of the City of Hazel Park and Hazel Park Education Association (HPEA)
Tentative Agreement 4-12-18**

The circumstances leading to this tentative agreement are as follows. The parties currently have a collective bargaining agreement in effect through June 30, 2018. The District has been in a financial crisis and has been operating under an Enhanced Deficit Elimination Plan (EDEP) approved by the Michigan Department of Treasury, which has led to the parties to previously enter into two Memoranda of Understanding and a one-year collective bargaining agreement, all of which were subject to approval by the Michigan Department of Treasury following ratification by both parties. It is also understood and agreed that before the District proposes to amend its EDEP with the Michigan Department of Treasury, it shall meet with HPEA bargaining representatives with respect to the same.

Accordingly, the parties hereby agree as follows:

1. The term of the parties' successor collective bargaining agreement is for the period July 1, 2018, through June 30, 2019; however, notwithstanding anything to the contrary, it is understood that the compensation reductions reflected in the aforementioned two previous Memoranda (March 15, 2015, and April 15, 2016) shall remain in place except as modified by this tentative agreement, and that there will be no step or other increases in compensation or insurance contributions whatsoever, until the parties otherwise agree. The off-scale payments made to bargaining unit members in the 2017-18 school year shall not be repeated.
2. The salary schedules in place for the 2017-18 school year shall remain unchanged for the 2018-19 school year (attached), and there shall be no movement on steps, with the exception that that teachers teaching in the Center Programs (including but not limited to Jardon and Edison Max) and have their salaries paid from other than the District General Fund shall have their salaries increased by three percent (3%), and also move on steps, as of the beginning of the 2018-19 school year.
3. In the event that the District's state per student foundation allowance, currently at \$7,834, is increased for the 2018-19 school year to \$8,034 or more, AND the District's number of elementary, middle school, high school, and alternative education students (i.e., excluding center program and vendor students) increases by 50 over the such student count for October 2017, then all actively employed full-time teachers shall receive, in addition to the payments noted above, an off-scale bonus payment in the amount of \$400 (Four Hundred Dollars).

Such payment shall be made as follows: one half of the total amount shall be evenly divided and paid as a bonus to all eligible HPEA members employed on December 1, 2018, to be paid in December 2018; similarly, one half of the total amount shall be evenly divided and paid as a bonus to all eligible HPEA members employed on March 1, 2019, to be paid March 2019. If a first-year teacher resigns from the District prior to completing the school year, any payment that has already been disbursed will be recovered from the balance of the teacher's contract via payroll deduction.

4. The parties agree that they shall review health insurance coverages no later than August 2018 to consider possible changes regarding the same to potentially go into effect as of January 1, 2019.

5. Article 27, Insurance, Section F: Modify to read as follows:

“The Board shall make payment of insurance premiums for *non-retiring employees* all persons who complete their contractual obligation to assure insurance coverage for a full 12-month period even though the teacher/ancillary staff may not be returning the next school year. (i.e., for the months of July and August following the end of the school year even though the non-retiring employee may not work during those months). However, this benefit is only for those teacher/ancillary staff members who do not otherwise retire under MPSEERS during the months of June, July, August, September or October following the end of the school year, as such retirees are otherwise eligible for health insurance under MPSEERS (i.e., a staff member retiring in June, July, August, September or October will be responsible for paying the cost of their insurances for the months of July and August). The Board will be responsible for providing insurance information regarding MPSEERS insurance in the form of applications and enrollment meetings.

For bargaining unit members retiring June 30, 2018, only, such members can elect to take a pro-rated cash-in-lieu payment instead of continuing health insurance coverages for the months of July and August, 2018, at their option.

The Board agrees to permit teachers/ancillary staff on a leave of absence to continue on a cash-paying basis for the maximum number of months allowed after the Board’s obligation terminates.”

6. The tentative agreements on Non-Coaching Salary Schedule and Calendar signed on April 9, 2018, shall be incorporated in the new agreement (attached).

7. Article 20 Section A.1.d: Add the following sentence: “In the case of extenuating circumstances, additional personal day(s) and/or unpaid days may be approved on a case-by-case base by the Superintendent. The award or denial of additional days is at the sole discretion of the Superintendent and are non-grievable.”

8. A one-time payment of \$500 will be made to members who provide written notice of their resignations for the following school year by April 1st, and for resignations occurring after the first month of a new school year (i.e., after September), with ninety (90) days written notice of their separation date.

9. The letter of agreement pertaining to the HPEA President release time shall be changed, such that Article 9.B.1 shall be modified to read as follows:

“The Administration may determine to have as many as five (5) regularly scheduled full staff meetings to deal with curriculum and programs on a periodic basis. The five staff meetings shall be scheduled by September 30th announced in advanced and all shall commence after student dismissal time, will extend beyond the regular teacher dismissal time not more than 60 minutes, and will not be scheduled on record days. It is further agreed that from time to time a small group(s) and/or and individual teacher/ancillary staff may be requested to meet voluntarily with the Administration after school hours to accommodate operational procedures.”