

# **MASTER AGREEMENT**

**Between**

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

**And**

**MEA/NEA Local 1**

**2009/10 – 2013/14**

## TABLE OF CONTENTS

<u>ARTICLE</u>	<u>SUBJECT</u>	<u>PAGE</u>
	<b>Preamble</b>	
	<b>Recognition, Definitions, Dues Check Off, Agency Shop</b>	1
<b>I</b>	A. Recognitions	1
	B. Definitions	1
	C. Membership, Fees and Payroll Deductions	1
	D. Strike Prohibition	3
<b>II</b>	<b>Fair Practices</b>	3
	A. Equal Opportunity	3
<b>III</b>	<b>Policies</b>	3
	A. Policies	3
<b>IV</b>	<b>Rights of the Association</b>	3
	A. Requests for Reports, etc.	3
	B. Posting of Notices	4
	C. Association Meetings	4
	D. Use of Facilities	4
	E. Administrative/Association Meetings	4
	F. Teacher Representation	4
	G. Association Business/Preparation Period	4
	H. Meeting Requests	4
	I. Board Minutes	5
	J. Contract Hearings/Court Procedures	5
	K. Copies of Contract	5
	L. Factual Reports and Information	5
	M. Student Teachers/Interns	5
<b>V</b>	<b>Grievance Procedure</b>	6
	A. Definition	6
	B. Procedure for Adjustment of Grievance	6
	C. Appearance and Representation	8
	D. Time Limits	8
	E. Rights Under Law	8
	F. Probationary Teachers	9
	G. Records	9
	H. Decisions/Adjustments	9
<b>VI</b>	<b>Assignments, Vacancies, Transfers, Layoff/Recall, Seniority and Promotions</b>	9
	A. Qualifications and Assignments	9
	B. Vacancies-Definitions, Notification, Filing	10
	C. Transfer and Reassignments	11
	D. Involuntary Transfers	11
	E. Seniority	12
	F. Layoff	13
	G. Recall	14
	H. Promotion	14
<b>VII</b>	<b>Calendar (see Appendix D)</b>	15
<b>VIII</b>	<b>Teaching Conditions, Hours, Loads</b>	15
	A. Class Size, Student Assignments, Teaching Load	15
	B. Preparation Time	15
	C. Recess	16
	D. Teachers Hours	17
	E. Lunch Period	17
	F. Number of Class Preparations	17
	G. Student Schedules	17
	H. Extended Days....Visitations and Conferences	17

<b>IX</b>	<b>Acceptable Use of Internet/Intranet</b>	<b>18</b>
<b>X</b>	<b>Evaluation, Discipline and Just Cause</b>	<b>19</b>
	A. Teacher Evaluation	19
	B. Teacher Discipline – Just Cause	20
<b>XI</b>	<b>Compensation</b>	<b>21</b>
	A. Salary Schedule	21
	B. MA/MS;MA/MS+15;MA/MS+30;Ed.Spec.Ph.D. or Ed.D.	22
	C. Tax Shelter Annuities	22
	D. Pay Plan	23
<b>XII</b>	<b>Leave Policies</b>	<b>24</b>
	A. Personal Business/Sick Leave	24
	B. Sick Leave Bank – Records and Administration	25
	C. Sick Leave Bank – Rules and Regulations	25
	D. Sick Leave Bank – Bank Usage	26
	E. Bereavement	27
	F. Contingency Fund	27
	G. Emergency Leave	27
	H. Jury Leave	28
	I. Court Appearance	28
	J. Absences from Duty	28
	K. Use of Leave Absence Days	28
	L. Family Medical Leave Act	28
<b>XIII</b>	<b>Long Term Leaves</b>	<b>29</b>
	A. Rules for Leave	29
	B. Child Care Leave	29
	C. Military Leave	30
	D. Association Leave	30
	E. Peace Corps/VISTA Leave	30
	F. Sabbatical Leave	31
	G. Other Leaves	33
<b>XIV</b>	<b>Teacher’s Personnel File</b>	<b>33</b>
	A. Review of Personnel File	33
	B. Association Representative	33
	C. Material Review	33
	D. Presence of Administrator	33
	E. Confidential Material	33
	F. Derogatory Material	33
	G. Teacher Reply	34
	H. Material Reproduction	34
	I. Additions	34
	J. Official Communications	34
	K. Negative Material	34
	L. Freedom of Information Act Requests	34
<b>XV</b>	<b>Curriculum Study</b>	<b>35</b>
<b>XVI</b>	<b>Mentor Teachers</b>	<b>35</b>
<b>XVII</b>	<b>Personal Property of Teachers</b>	<b>36</b>
<b>XVIII</b>	<b>Retirement</b>	<b>36</b>
	A. Age Discrimination Act	36
	B. Retirement Requirements	36
	C. Notification of Intent to Retire	36
<b>XIX</b>	<b>Miscellaneous</b>	<b>37</b>
	A. Individual Contracts	37
	B. Student Loss of Property	37
	C. Telephone	37
	D. Emergency Notification	37
	E. Records, Report Cards and Emergency Lesson Plans	37

	F.	Record books	37
	G.	Snow Days	38
	H.	Communicable Diseases	38
<b>XX</b>		<b>Fringe Benefits</b>	38
	A.	Health, Dental, Life, Vision	38
	B.	Long Term Disability	39
	C.	Extension of Benefits During Leaves of Absence	39
	D.	National Health Insurance Language	39
	E.	Dependent Coverage	40
	F.	IRS Section 125 Plan	40
<b>XXI</b>		<b>Wage and Benefit Control Savings Clause</b>	40
	A.	Wage Controls	40
<b>XXII</b>		<b>Public Act Nine</b>	40
<b>XXIII</b>		<b>Cost of Living Adjustment (COLA)</b>	41
	A.	CPI	41
	B.	Base Cola Figure	41
	C.	Proration	41
	D.	Consumer Price Index Information	41
<b>XXIV</b>		<b>School Improvement – District Wide and Building Level School Improvement</b>	42
<b>XXV</b>		<b>Provision Contrary to Law</b>	42
	A.	Definition	42
<b>XXVI</b>		<b>Matters Not Covered in This Agreement</b>	42
	A.	Definition	42
<b>XXVII</b>		<b>General</b>	42
<b>XXVIII</b>		<b>Termination Clause</b>	43
	C.	Negotiations	43
	D.	Notices	43
<b>APPENDIX A</b>			43
	A.	Counselors	43
	B.	Mileage Pay	43
	C.	Pay for Substitute Teachers Within the System	43
	D.	Secondary Lunchroom	44
	E.	Homebound Teaching Payment	44
	F.	Supervision At Athletic Events and Other School Approved Events	44
<b>APPENDIX B</b>		<b>Extra Curricular</b>	44
	A.	Extra Compensation	44
	B.	Criteria/Extra Curricular Assignments	44
	C.	Posting	44
	D.	Recommendation for Compensation	45
	E.	Probation Period	45
	F.	Notification of Discontinuance	45
	G.	Vacancies	45
	H.	Applicants	45
	I.	Discontinuance of Services (Probationary Teacher)	46
	J.	Sponsor/Coach	46
	K.	Evaluation	46
	L.	Extra Curricular Activities Payment Schedule	47

<b>APPENDIX C</b>		50
	<b>Salary Schedules</b>	50
	<b>Longevity Clause</b>	51
<b>APPENDIX D</b>	<b>Calendar and Teacher Hours</b>	52
	Calendar	52
	Teacher Hours	53
	Signature Page	55
	Letter of Understanding: Race to the Top	56
	Letter of Understanding: Persistently Low Achieving Schools	57
	Letter of Understanding: Teacher Evaluation	58
	Letter of Understanding: High School ReDesign	59
	Letter of Understanding: Middle School Schedule	61
	Letter of Understanding: Health Care Deduction	62
	Letter of Understanding: 403B	64
	<b>Index</b>	65
<b>ATTACHMENT 1</b>	<b>High Objective Uniform State-Standard of Evaluation</b>	
<b>ATTACHMENT 2</b>	<b>Michigan Content Area Portfolio Guidelines What to Include in the Teacher Content/Subject Portfolio</b>	
<b>ATTACHMENT 3</b>	<b>Portfolio Assessment Record Section I – Teaching Experience Section II – College Level Coursework in the Content Area Section III – Content Specific Professional Development Activities Section IV – Service to the Content Area Reflection</b>	
<b>ATTACHMENT 4</b>	<b>Michigan Content/Subject Portfolio Assessment Team Evaluation Form</b>	
<b>ATTACHMENT 5</b>	<b>Content/Subject Area Portfolio Assessment Report</b>	
<b>ATTACHMENT 6</b>	<b>Michigan Highly Qualified Teacher Report – Revised January 20, 2004</b>	

## **PREAMBLE**

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

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

#### **A. Recognition**

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

#### **B. Definitions**

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

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

1. All teachers in the bargaining unit, as a condition of continued employment, shall on or before the thirtieth (30th) day following the beginning of the school year, beginning of their employment or the execution of this Master Agreement, whichever is later shall either:
  - A. Become members of the Association, or
  - B. Pay to the Association, a service fee, pursuant to Section 10 (1) (C) and (2) of the Public Employment Relations Act, equal to the combined dues of the NEA, MEA, HWEA, and MEA-NEA Local 1.

2. In the event teachers do not tender payment of dues or service fee as certified by the Association including the MEA and NEA directly to the Association, each teacher shall execute a written authorization for such deductions from their pay.
3. The deduction of membership dues and/or service fees shall be scheduled with the Board by each teacher for fifteen (15) consecutive paychecks beginning in September or when designated by the Association; and the Board agrees to remit to the Association all monies deducted on its behalf, accompanied by a list of teachers from whom the deductions have been made within fourteen (14) days of deduction.
4. In the event a teacher(s) (covered by Section A) does not join the Association or tender their service fees to the Association (as provided in Section 1(a) and 1(b) above) the Association may request that the teacher's services be terminated by the Board in accordance with the following procedure:
  - A. No teacher employed shall be terminated unless the Association has notified said teacher by certified mail, addressed to his or her last known address, advising the teacher of such failure to comply with this clause and further, to advise him/her that unless compliance is effected within ten (10) days he/she will be reported to the Board for termination of employment under this article.
  - B. The Association shall furnish the Board with a copy of such letter and a written statement that such letter has been mailed, that the ten (10) days have elapsed without compliance and that termination is requested.
  - C. The Board shall make reasonable effort to replace the teacher and shall terminate the teacher as soon as the replacement teacher is available. In no instance shall the termination be later than the end of the school year in which the Board is notified of non-compliance.
  - D. In the event of any action against the Board either jointly or individually, brought in a court or administrative agency because of the Board's compliance with this article, the Association agrees to defend such action, at its own expense and through its own counsel. The Association agrees that in any action so defended, it will indemnify and hold harmless the Board from any and all claims, demands, suits, or other forms of liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Board's compliance with this article.
5. Upon appropriate written authorization from the bargaining unit member, the employer shall deduct from the salary of any such bargaining unit member and make appropriate remittance for: annuities, credit union, savings bonds, charitable donations and any other plans or programs jointly approved by the Association and the employer.

**D. Strike Prohibition**

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

**ARTICLE II - FAIR PRACTICES**

**A. Equal Opportunity**

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

**ARTICLE III - POLICIES**

**A. Policies**

It is understood and agreed that there is reserved to the Board all responsibilities, powers, rights and authority vested in it by the laws and Constitution of Michigan and the United States and that all power, which heretofore have been properly exercised by it, shall remain unaffected by this Agreement and in full force and effect, unless and until changed by the Board, and that any additions thereto, subtractions therefrom or revisions thereof, as the same may be made by the Board from time to time, shall become and remain unaffected by this Agreement and in full force and effect unless and until changed by the Board, and further, not by way of limitation but by way of addition that the Board reserves unto itself all rights, powers, and privileges inherent in it or conferred upon it from any source whatsoever, provided further however, that all of the foregoing being manifestly recognized and intended to convey complete power in the Board shall nonetheless be limited but only so limited by specific express provisions of this agreement and by Section III - Policies relating to Instructional Employees contained in Policies - Board of Education dated December 2000, and amendments made thereto as of the effective date of this Agreement, which said policies shall not be altered, changed or modified except by the mutual agreement of the parties hereto.

**ARTICLE IV - RIGHTS OF THE ASSOCIATION**

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

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



**B. Posting of Notices**

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

**C. Association Meetings**

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

**D. Use of Facilities**

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

**E. Administrative/Association Meetings**

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

**F. Teacher Representation**

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

**G. Association Business/Preparation Period**

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

**H. Meeting Requests**

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

**I. Board Minutes**

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

**J. Contract Hearings/Court Procedures**

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

**K. Copies of Contract**

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

**L. Factual Reports and Information**

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

**M. Student Teachers/Interns**

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

## ARTICLE V - GRIEVANCE PROCEDURE

### **A. Definition**

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

### **B. Procedure for Adjustment of Grievance**

1. Informal Conference

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

2. Formal Procedure

#### **A. Step 1**

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

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

#### **B. Step 2**

Within ten (10) school days after receiving the decision of the principal, the teacher may, on his/her own or through the Association representative appeal, the decision of the

principal to the Superintendent or any designee of the Superintendent upon whom the Superintendent has conferred authority to act.

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

C. Step 3

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

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

D. Step 4

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

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

**C. Appearance and Representation**

1. The Association shall provide the school district with a written notice, which will include the names of all witnesses to be excused, ten (10) school days prior to an arbitration hearing.
2. Meetings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, to be present at the hearing pursuant to this article who shall be excused without loss of pay.
3. If the grievance arises from the action of authority higher than the principal, the Association may present such grievance at Step 2 of this procedure.
4. If a grievance arises which affects the entire system, the Association may submit such grievance directly to the Superintendent for action; however, this shall not eliminate any administrator from participation at the request of the Superintendent.
5. The Association, on its own behalf, shall have the right to appeal a decision on a grievance at any step in this procedure.

**D. Time Limits**

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

**E. Rights Under Law**

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

**F. Probationary Teachers**

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

**G. Records**

Official grievances filed by any teacher under the grievance procedure as outlined in this collective bargaining agreement shall not be placed in the personnel file of the teacher, nor shall such grievance become a part of any file or record, which is utilized in the promotion process; nor shall it be used in any written recommendations for job placement.

**H. Decisions/Adjustments**

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

**ARTICLE VI - ASSIGNMENTS, VACANCIES, TRANSFERS, LAYOFF/RECALL,  
SENIORITY AND PROMOTIONS**

**A. Qualifications and Assignments**

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

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

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

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

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

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

- A. The teacher is presumed to be a graduate of a recognized accredited degree granting institution.
- B. The teacher will have pursued successfully a curriculum in specific subject area for his/her potential teaching assignment.
- C. The teacher will have verified his/her formal training by an endorsement from the appropriate state agency through his/her degree granting institution.
- D. Demonstrated competency, as evidenced by evaluation, within his/her prior assigned level (e.g. Elementary, Secondary) within the school district.
- E. Evidence of further reinforcement of his/her original endorsement by a recognized accredited degree-granting institution.
- F. The teacher shall meet the requirements of the North Central Association of Colleges and Secondary Schools wherever applicable. If the school district's requirements exceed North Central's requirements, the school district's requirements shall prevail.

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

1. Vacancies

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

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

2. Notification of Vacancies

- A. Posting of vacancies shall be made as they occur and will include the requirements set forth for the position. Said posting shall be for a period of five (5) school days on a designated bulletin board in each building, with a copy to the Association. Receipt of application(s) will be acknowledged in writing.
- B. During the summer when school is not in session, notices of vacancies will be mailed to all certified staff eligible for the vacancy. New vacancies that arise as a result of an initial posting will be posted via a telephone hotline.

- C. When a teaching vacancy occurs, the school district will notify the President of MEA/NEA Local 1 that a vacancy(ies) exists in the school district. The Board further agrees to give consideration to the applicants from MEA/NEA Local 1.
3. A vacancy shall be filled by the applicant possessing the necessary qualifications and certification, as defined in section A above. Where two or more applicants possess substantially equal qualifications and certifications, as defined in Section A above, the applicant with the greater seniority shall fill the vacancy. If all the above are substantially equal, the person with the greatest number of semester hours earned above the Bachelor's Degree shall fill the vacancy.

**C. Transfer and Reassignments**

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

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

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

**D. Involuntary Transfers**

1. An involuntary transfer/reassignment is a transfer/reassignment (as defined in C above) not requested by the teacher.
2. Involuntary transfers/reassignment will only be made to meet the requirements of the educational program as established by the Board of Education.



3. When, on the basis of qualification and certification (as defined in Section A above), all things are equal, the teacher with the least amount of service to the district will be transferred/reassigned first.
4. A teacher who is involuntarily transferred/reassigned will have first priority to transfer/reassignment back to their original building provided said teacher is qualified and certified (as defined in Section A above) to fill the vacancy.
5. The Superintendent shall provide the affected teacher with written notice of said transfer/reassignment thirty (30) days prior to effective date of the transfer/reassignment.

**E. Seniority**

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

Board office. Each teacher is responsible for submitting and maintaining a record of their certification and endorsements with the Board of Education. Additional endorsements are to be submitted within ten (10) days of their receipt.

7. Any teacher who is transferred to or hired into an administrative or supervisory position after September 1, 1984, shall retain their district teaching seniority while an administrator or supervisor.

## **F. Layoff**

1. A layoff shall be defined as a necessary reduction in work force due to a decreased student enrollment, a shortage of operating funds or decrease in work.
2. In the event it becomes necessary to reduce the number of bargaining unit members, the Board will first discuss with the Association the effects of such reduction and give the Association the opportunity to make recommendations in writing related to such reduction.
3. Proper written notice will be given to the teachers sixty (60) calendar days prior to the effective date of layoff except for reasons of economic distress, unexpected decline in enrollment or lack of work, in which instances written notice will be given to the teacher fifteen (15) calendar days prior to the effective date of layoff.
4. In cases requiring a reduction of teacher work force due to a decrease of work or operating funds, the order of release of employees qualified and certified as defined in Section A above for the remaining positions available shall be:
  - A. Teachers hired after January 3rd of that school year.
  - B. Probationary teachers according to qualification and certification as outlined in Section A above and seniority.
  - C. Tenure teachers according to qualification and certification as outlined in Section A above and seniority.
  - D. The most senior teacher shall be retained in position providing s/he meets the qualifications and certification as defined in Section A above. If a position cannot be filled with a certified and qualified teacher, in accordance with seniority, a teacher with lower seniority may be retained.
5. A laid off bargaining unit member shall, upon application, be granted priority status on the district's substitute teacher list.
6. A laid off bargaining unit member may continue his/her health, dental and/or life insurance benefits by paying monthly the normal per subscriber group rates premium for such benefits consistent with provisions of carrier's policy.
7. During a period of impending layoff, the employer agrees to grant all requests for voluntary leaves of absence to bargaining unit members who make such requests. Said

leave shall not exceed one school year and shall be made in written form to the Superintendent on or before May 15.

#### **G. Recall**

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

#### **H. Promotion**

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

6. The Board will select the applicant based on its judgment of the candidate's qualifications.
7. All applicants will be informed in writing as to the disposition of their application.

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

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

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

1. The parties agree class size; student assignments and teaching load will be equalized, if feasible, and shall reasonably reflect the past practice of the Board to maintain overall class size of thirty (30) students per teacher providing resources are available to implement the intent of this article.
2. Where circumstances due to financial distress, unexpected decline in enrollment or unexpected increase in enrollment arise, the parties acknowledge that the class size limits may be extended to the maximum class size as follows:

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

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

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

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

**B. Preparation Time**

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

Kindergarten through third grade teachers shall receive no less than 250 minutes per week.

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

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

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

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

3. Preparation time and special classes are to be assigned by the Building Principal. Assignment of preparation period for teachers who serve both elementary schools will be determined by the school where the majority of his/her teaching time is served.
4. For 2011-2012 only Middle School and Elementary teachers may provide an additional 2.25 hours weekly at \$18 per hour if their grade level or subject is determined to need to participate in an after school enrichment program. A committee of teachers and administrators will develop the enrichment program at each building. Teachers will be selected based on qualifications and seniority. If additional teachers are required, they will be selected based on qualifications and school-based reverse seniority.
5. High School and Middle School teachers shall be scheduled for five (5) assigned periods or its equivalent time plus one (1) preparation period per day.
6. Teacher volunteers for substitute work shall be determined through answers to the following:
  - A. I will substitute during my preparation period
  - B. The Principal may ask me to substitute in the event that all regular teacher substitutes are unavailable
  - C. I will not substitute more than one (1) day per week

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

### **C. Recess**

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

**D. Teacher Hours**

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

**E. Lunch Period**

1. All teachers are guaranteed a duty free thirty (30) minute lunch period.
2. Teachers may volunteer for lunch room supervision and shall receive compensation of eighteen dollars (\$18.00) an hour for same.
3. If there are not enough volunteers to adequately supervise the lunch program a committee of Association officers will immediately meet with the administration to develop a plan to provide sufficient teacher supervision (applies to Secondary only).

**F. Number of Class Preparations**

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

**G. Student Schedules**

Every reasonable effort shall be made to change student's schedules by the end of the first full week of each semester. Any changes after said period of time must be discussed by the counselors and/or administrators with the teachers involved before a decision changing the schedule is made.

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

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

2. Parent/Teacher Conferences

Elementary Parent/Teacher Conferences

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

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

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

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

Secondary Parent/Teacher Conferences

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

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

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

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

3. Teachers shall meet up to four (4) times per month (Wednesdays) not to exceed seventy-five (75) minutes per day for building, department, grade level, curriculum, or for school improvement meetings.

**ARTICLE IX – ACCEPTABLE USE OF INTERNET/INTRANET**

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

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

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

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

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

It is the responsibility of the staff member to monitor computer use by those students in his/her responsibility. The parties agree that, unless negligent, bargaining unit members will not be held liable,

nor be disciplined for inappropriate acts committed by a student with regard to the Internet/Intranet, including, but not limited to, information retrieved from the Internet by a student in violation of this Article or any federal, state, or local law, a student's inappropriate use of electronic mail communication in violation of this Article or any federal, state, or local law, a student's design of a web site in violation of this Article or any federal, state, or local law.

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

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

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

## **ARTICLE X – EVALUATION, DISCIPLINE AND JUST CAUSE**

### **A. Teacher Evaluation**

1. Each bargaining unit member, upon employment or at the beginning of the school year, whichever is later, shall be apprised of his/her responsibilities.
2. Administrators shall assist bargaining unit members in becoming oriented to the district and improving instruction, through direct observation of the bargaining unit member's work. Probationary bargaining unit members shall be evaluated once every school year. Each evaluation shall be preceded by at least two (2) observations at least sixty (60) days apart. Tenured teachers shall be evaluated once every three (3) years. Each evaluation shall be preceded by two (2) observations at least sixty days apart.
3. All monitoring or observation of the work of a bargaining unit member shall be conducted with full knowledge of the bargaining unit member.
4. An observation shall be for not less than one class period or the duration of a particular teaching/instructional unit. The principal will inform the teacher in advance of the week in which he/she is to be observed.
5. Within ten (10) days, the Administrator shall meet and discuss the observation with the Bargaining Unit Member. Following that meeting the Administrator shall prepare and submit a written report and recommendations to the Bargaining Unit Member within ten (10) days of the observation if the Administrator believes a bargaining unit member is doing unacceptable work. In specific terms, the administrator will suggest ways for said teacher to improve his/her teaching effectiveness. In subsequent observation reports, failure to again note a specific deficiency shall be interpreted to mean that adequate improvement has taken place.



6. Following the two observations, the Administrator shall prepare and provide a written evaluation and hold an evaluation conference with the bargaining unit member for the purpose of clarifying the written report and recommendations. Such a conference shall be held within ten (10) days of the submission of the written report to the bargaining unit member.
7. A bargaining unit member who disagrees with an observation or evaluation may submit a written answer which shall be attached to the file copy of the observation or evaluation in question and/or submit any complaints through the grievance procedure.
8. Complaints against a bargaining unit member by any parent, student or other person will be promptly called to the attention of the bargaining unit member. Complaints shall not be incorporated into the bargaining unit member's evaluation or personnel file unless the bargaining unit member has been informed of the complaint.
9. A teacher's signature on the evaluation denotes receipt of the form and does not denote agreement with the contents.
10. The Association and the Board agree that the Revised School Code sections 380.1249 and 380.1250 require collective bargaining. A committee with 3 members appointed by the Association President and 3 members appointed by the Board shall meet for the purpose of developing an evaluation model and pay for performance guidelines.

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

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

1. Probationary teachers may be discharged upon recommendation of the Superintendent and approval of the Board. The statutory written statement and notice will be delivered to the teacher no less than sixty (60) calendar days prior to the effective date of separation or not less than sixty (60) days prior to the end of the school year. A teacher has the right prior to the effective date of discharge to have an interview with the Superintendent to review the reason for discharge.
2. No teacher shall be disciplined or receive a reprimand which could result in the suspension, reduction in compensation or termination of employment without just cause and preceded by a conference with the teacher by the appropriate administrator prior to taking any action. A written explanation for the action shall be given to the teacher and the Association on request.
3. The employee may request and shall be entitled to the presence of his/her Association representative in any meeting with the Supervision, which could reasonably result in discipline. It is understood and agreed that during any such investigatory and /or

disciplinary interview, the Association representative will not interfere with or obstruct the employer's investigation of the facts.

## **ARTICLE XI - COMPENSATION**

### **A. Salary Schedule**

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

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

The 2008-09 salary schedule shall be changed in the following manner:

- A. Two new steps will be established at the bottom of the schedule. The lowest step will be \$1,000 less than the current Step 1. The new step above the lowest step will be \$500 less than Step 1.
  - B. A new step will be established between the current Step 10 and Step 11 by equally dividing the difference between Step 10 and Step 11 in half and adding the quotient to the Step 10 rate. .
  - C. After the additional steps have been added to establish a 14 step salary schedule; the schedule will be reduced by 2%. This will become the 2011-12 salary schedule.
  - D. The 2011-12 salary schedule: Teachers for 2011-12 will remain on the same step as they were in 2010-11. However, a teacher will move laterally on the salary schedule if the teacher earned appropriate credit hours per the contract.
  - E. For the 2012-13 salary schedule: Teachers will move to the next step on the salary schedule. Teachers will not receive payment for this step movement in 2012-13 and 2013-14. Teachers will move laterally on the salary schedule per the contract.
  - F. For the 2013-14 salary schedule: Teachers will move to the next step on the salary schedule. Teachers will not receive payment for the step movement in 2013-14. Teachers will move laterally on the salary schedule per the contract.
  - G. One half (1%) of the 2% salary reduction shall be returned to the 2013-14 salary effective August 30, 2014.
2. The salary schedule set forth in Appendix C is based upon the regular calendar as set forth in this Agreement. For assignments in excess of the normal teaching work load during the school calendar year, teachers will be compensated on their individual hourly rates.
  3. The teacher's hourly rate shall be determined in the following manner:

## Contracted Salary

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

4. Full experience credit on the pay scale up to a maximum of nine (9) steps may be granted for any combination of the following:
  - A. Prior teaching experience
  - B. Military service experience--maximum of two (2) years
  - C. Peace Corps/VISTA Service--maximum of two (2) years
  - D. Foreign exchange teaching
  - E. Job Corps teaching
  - F. Possession of Vocational Education Certificate two-year maximum and is employed with the intent to teach Vocational program will receive experience credit.

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

5. Payment in addition to the contracted amount shall be made for the following, based on a full time position:
  - A. Speech correctionists/Type C/LD - \$300.00 annually
  - B. Social Worker/Psychologist - \$400.00 annually
6. All members will participate in direct deposit to the financial institution of their choice.

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

1. When a teacher receives an MA or MS degree, an MA/MS plus fifteen (15) hours, an MA/MS plus thirty (30) hours, an Ed. Spec., Ph.D., Ed.D. he/she will receive pay at the new degree level rate provided:
  - A. That he/she has notified the Superintendent's office in writing of his/her intent to complete said degree sixty (60) calendar days prior to date when all requirements for said degree will be completed.
  - B. That he/she has submitted evidence (transcript, official letter from the records or registrar's office) that the course has been completed at least fourteen (14) calendar days before the beginning of any semester.

## **C. Tax Sheltered Annuities**

1. Tax sheltered annuity programs are available through written request by the teacher to the payroll department for same.

2. Annuities are available at the teacher's expense from:

- American Century Investments
- Fidelity Service Company
- Paradigm Equities
- Pro Equities
- Janus Funds
- TIAA Cref
- Vanguard

**D. Pay Plan**

1. In September of each year or at the time of hiring for new personnel, each teacher in the Harper Woods School System shall sign a statement indicating whether he/she wishes to be paid on a twenty-one (21) or twenty-six (26) pay plan. Said statement shall be available to the teachers in the office of the building during the first week of the school year. No teacher may change his/her selected payment option once it has been made for the school year.
2. Each pay plan shall be based on bi-weekly payment schedule of equal amounts except when the pay cycle is affected by the beginning or the end of the school calendar year.
3. For employees whose salary payments are scheduled on the twenty-six (26) pay plan, payments shall be made during the summer months and no "lump sum" payment may be made in June.
4. For employees whose contract has been terminated in June and who are on the twenty-six (26) pay plan, balance of their contract will be paid in one (1) lump sum in the twenty-first pay.
5. Checks issued in late June, July and August will be mailed to the teacher address on file in the Board office. Where the summer address of the teacher is different from the one on file, said teacher will provide the Board office with self-addressed envelopes on or before June 30 of each year.
6. If any employee irrevocably tenders his/her resignation to the Board of Education, and is entitled to receive, upon termination of employment, accumulated sick leave, severance and/or ERI payments (termination pay), then the entire amount of such employee's termination pay shall be paid as a non-elective employer contribution directly to the 403(b) plan of the employee's choosing. Employees who meet the conditions described in the preceding sentence shall not have the option to receive any portion of the termination pay to which they become entitled in cash. Notwithstanding the foregoing, if the contribution of the entire amount of an employee's termination pay to the employee's 403(b) plan would result in excess annual additions to the employee's 403(b) plan contract under section 415 of the Internal Revenue Code, then so much of the employee's termination pay that can be contributed to the employee's 403(b) plan contract without exceeding the limit on annual additions will be contributed to the employee's 403(b) plan

contract in the year in which the employee terminates employment. As permitted by applicable law, the unpaid balance of the employee's termination pay will be contributed to the employee's 403(b) plan as post-employment contribution for up to five years after the employee terminates employment, provided that in each successive year, only an amount up to, but not exceeding, the limit on annual additions for the year will be contributed to the employee's 403(b) plan. If any of the employee's termination pay is still unpaid after five years, then the unpaid amount will be paid to the employee in cash, subject to all applicable taxes and withholding.

## **ARTICLE XII - LEAVE POLICIES**

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

1. Each teacher will have ten (10) days a year allotted as sick days, immediate family illness days and/or personal business day with unlimited accumulation. These days may be used for personal illness, illness in the immediate family, and/or personal business which shall mean an activity that requires the teacher's presence during the school day and is of such a nature that it cannot be attended to at a later time when school is not in session or at the conclusion of a work day or on weekends. Vacation time is not to be regarded as personal business days.
2. Teachers absent from work due to an outbreak in his/her school of mumps, scarlet fever, measles, chicken pox, scabies, pink eye or lice, shall suffer no loss of compensation when contracting said disease following the normal incubation period and shall not be charged with loss of sick leave days.
3. Any employee who is absent for three (3) consecutive school days may be required to present a written medical certificate.
4. Upon retirement from the District employees with over 20 but no more than 125 days of accrued sick shall receive an additional one-time payment equivalent to the following below schedule.

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

1. For accumulated sick days in excess of 20 but fewer than 40, the employee will be paid 20% of the current daily rate for all accrued days;
  2. For accumulated sick days in excess of 39 but fewer than 60, the employee will be paid 25% of the current daily rate for all accrued days;
  3. For accumulated sick days in excess of 59, the employee will be paid 35% of the current daily rate for all accrued days.
5. In order to be paid for the day, teachers must be present on the day preceding and in the a.m. session of school succeeding a holiday or vacation period when students are not in

regular attendance at school. Absences due to personal or family illness verified by a physician, bereavement as defined in Section E of this agreement, or jury leave as defined in Section H of this agreement will not result in docking of pay.

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

1. A sick bank of two hundred forty eight (248) days will be maintained. If more than two hundred forty eight (248) sick bank days are used in one (1) school year, the teachers and the Board will contribute one (1) day per teacher. The Board will maintain the bank at two hundred forty eight (248) days to be adjusted at the beginning of each school year. The waiting period for a teacher to use sick bank days will be fifteen (15) days.
2. The president of the Harper Woods Education Association shall appoint a committee of three members selected from Association officers and building representatives. This appointment will be approved by the Executive Board. This committee will review, for approval, use of the Sick Leave Bank and make recommendations to the HWEA Executive Board. The executive board will make final decisions on all Sick Leave Bank Issues based on the recommendations made by the Committee.
3. The Harper Woods Schools business office shall maintain all records in regard to the number of days maintained and accumulated in personal banks as well as the district Sick Leave Bank. It shall also maintain records as to the number of days used by personnel and from which bank these days were taken.
4. The business office shall notify the HWEA president by August 15 each year as to the number of days in the district Sick Leave Bank and the number of accumulated days each sick leave bank member has in their personal bank. The committee shall meet the first week of school each fall to determine any assessment necessary and notify the business office as such by the end of that week. The business office shall notify each HWEA member at the beginning of each school year, by the third pay date, as to the number of days accumulated in their personal bank.
5. The business office shall make any of the above records (data only) available to the HWEA president or designee within one work week of a written request.

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

1. The procedure for administration of the HWEA Sick Leave Bank shall be in accordance with the following provisions and shall be for the use of all bargaining unit members. All bargaining unit members are required to abide by the rules and regulations governing the Sick Leave Bank.
2. Every new teacher will contribute one (1) day to the Sick Leave Bank in each of their first and second years of employment.

3. Any first or second year teacher may apply to the Sick Leave Bank committee in case of emergency for needed days. (First and second year Harper Woods teachers may not have had an opportunity to accumulate the required fifteen (15) days.)
4. Sick Leave Bank days are applicable only for the first working day of the regular school year until the last working day of the regular school year. (Sick Leave Bank days are not available to extended contract time periods).
5. When days taken due to sickness/illness are compensable under the Michigan Workers Compensation Act, said days will be taken out of the Sick Leave Bank so no loss of pay will occur, and any monies received by members for said sick days (not for medical expenses) will be promptly reimbursed to the Harper Woods business office. Use of sick leave days, in this case, is subject to rules and regulations of the Sick Leave Bank.

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

1. The Sick Leave Bank is established for use of sick days due to illness, injury, or surgery, and not for personal business, nor leave of absence.
2. Elective surgery should not be considered an appropriate use of sick bank days.
3. When the Sick Leave Bank falls below zero (0) days, in one school year, replacement of days will be shared equally by members and the Board (as per contract).
4. To use Sick Leave Bank days, a member must first use at least fifteen (15) of their own sick days, related to the Sick Leave Bank request, of which ten (10) must be consecutive, in a given year from his/her own personal sick day bank. The member must provide a letter of authorization, allowing the HWEA president or designee to obtain information related to that individual's personal sick bank. It is possible that a staff member may not have enough of their own days and would be docked.
5. A member who has drawn from the Sick Leave Bank in any given year may re-enter the bank after five (5) consecutive days with any medically documented illness or disability.
6. Reasonable proof of disability/illness shall be provided by the teacher to the Association and a copy shall be sent to the Administration for its records. Reasonable proof shall include a detailed diagnosis and prognosis for return. The Sick Bank Committee reserves the right to request a physician's statement regarding the teacher's medical status at any time during the sick bank leave. Confidentiality of personal medical records shall be maintained by the Sick Bank Committee and the Administration.
7. After a bargaining unit member has used ninety (90) consecutive sick bank days, the Board, at the Board's expense, may require the bargaining unit member to be examined by an appropriate specialist chosen by the Board. If the report of the Board's doctor and the report of the employee's doctor are in disagreement, the affected employee shall be examined at Board expense by an appropriate specialist in the area of controversy at St. John's Hospital in Detroit or the University of Michigan Medical Center in Ann Arbor.

This final opinion shall determine if the member continues on sick bank leave and shall be final and binding on the parties.

8. A member may not use any more than 90 consecutive Sick Leave Bank days. After use of these days, a member may request placement on long-term disability insurance.
9. If a teacher exhausts the 90 consecutive day draw from the sick bank, that teacher is not eligible to reapply for the sick bank until another 45 school days have passed.
10. The committee recommends each member save as many days per year as possible, so as to avoid the possibility of being docked wages.
11. If any emergency occurs that is not covered by this document, the Sick Leave Bank Committee will be convened to review said emergency.

**E. Bereavement**

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

**F. Contingency Fund**

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

**G. Emergency Leave**

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



## **H. Jury Leave**

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

## **I. Court Appearance**

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

## **J. Absences from Duty**

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

## **K. Use of Leave Absence Days**

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

## **L. Family Medical Leave Act**

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

## ARTICLE XIII - LONG TERM LEAVES

### **A. Rules for Leaves**

1. All leaves of absences except Association leave, granted by the Board of Education under this article, shall be without pay, fringe benefits, increment or accrual of seniority.
2. Requests for such leave will be submitted in writing to the office of the Superintendent at least thirty (30) days prior to the inception of the leave except where specified.
3. Teachers on leave of absence will give written notice to the Office of the Superintendent by March 1 of the school year that the leave expires, except where specified, of his/her intent to return or resign.
4. On return the teacher will be assigned to a position for which he/she is qualified and certified (as defined in Article VI, Section A) seniority permitting.

### **B. Child Care Leave**

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

**C. Military Leave**

1. A military leave shall be granted to any teacher who is inducted into the armed forces of the United States. Upon returning from military service he/she shall be assigned to a position comparable to the position held at the time of leaving. He/she shall be entitled to the increments indicated in the Federal law on the salary schedule during his/her leave of absence. The written request for return from military leave must be supported by competent proof that said person holds an honorable separation from military service. The application for reinstatement must be presented within ninety (90) days from the date of said release or discharge.
2. Any military service experience prior to certification and graduation with a college degree would not be counted as experience credit on the salary schedule. Military service credit is not to be interpreted as retroactive for anyone. Such service for credit becomes fully effective beginning with the 1966/67 year.

**D. Association Leave**

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

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

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

**E. Peace Corps/VISTA Leave**

1. A leave of absence will be granted to any teacher with seven (7) years of employment in the School District of the City of Harper Woods who joins the Peace Corps/VISTA as a full time participant. Such leave may not extend for more than two (2) school years. Increment on the salary schedule shall be granted only in cases where the experience credit approved for outside the school system is within the nine (9) experience credit granted for same.
2. If more than three percent (3%) of the staff qualifies for said leave, priorities will be established based on the following rank order.
  - A. Seniority
  - B. Number of applicants from a department may limit said department to one
  - C. Prior Leave

## **F. Sabbatical Leave**

1. Applications for sabbatical leave must be made at least one (1) full semester prior to the proposed beginning of such leave. It is understood that the approval of such application is contingent upon the existence of a sabbatical leave policy in the collective bargaining agreement for the period during which such leave is to occur.
2. A sabbatical leave of absence may be granted to members of the professional staff of the School District of the City of Harper Woods. The granting of such leave is subject to the approval of the Board, upon recommendation of the Superintendent when in the considered judgment of the Board the professional competence of the staff member and the general welfare of the public school will be benefited.
3. The rules and regulations of the School District of the City of Harper Woods regarding sabbatical leave continue in effect in accordance with the following Michigan Statutory Provisions and amendments thereto:

340.572 Sabbatical leave for professional improvement:

Term (M.S.A. 15.3572)

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

4. Credit toward retirement  

Teachers on a sabbatical leave shall be allowed credit toward retirement for time spent on such leaves in accordance with rules and regulations established by the Boards of Control of Public School Employees Retirement Funds.
5. Restoration to teacher position
  - A. A teacher, upon return from a sabbatical leave, shall be restored to his or her teacher position or to a position of like nature, seniority, status and pay. Said teacher shall be entitled to participate in any other benefits that may be provided for by rules and regulations of the Board made pursuant to law.
  - B. Any professional employee of the School District of the City of Harper Woods who meets the qualifications shall be eligible to apply for sabbatical leave.

Sabbatical leave is given to professional personnel to permit them to improve their ability to render educational service.

- C. The number of teachers on sabbatical leave at a particular time shall not exceed three percent (3%) of the total number of teachers. Insofar as is possible a proportionate division of leaves of absence will be granted to the various groups of the professional staff.
6. If more than three percent (3%) of the staff qualifies for sabbatical leave, priorities will be established based on the following:
    - A. Seniority
    - B. Number of applications from a department may limit said department to one (1)
    - C. Prior leave
  7. Any professional employee who is granted a sabbatical leave must sign an agreement with the Board to return from said leave and serve at least two (2) years, or he shall refund any compensation received from the school district while on leave. Said refund shall be on a proportional basis.
  8. The compensation for the staff member on sabbatical leave will be one-half of the salary he/she would receive if on active staff status for the period in which the leave is in effect. All fringe benefits shall continue during the sabbatical leave period.
  9. Payment to a staff member on sabbatical leave will be made in accordance with the provisions of the Board of payment of salary to other members of the professional staff. The employee on leave will be responsible for keeping the business office notified of his address.
  10. A term of sabbatical leave will entitle an employee to an automatic salary schedule increment earned while on sabbatical leave.
  11. A sabbatical leave will also operate as a leave of absence without pay from all other school activities.
  12. An employee on sabbatical leave will report to the Superintendent as follows:
    - A. The employee will immediately request approval from the Superintendent if it becomes necessary for him to make changes in the planned program of leave outlined in the approved application.
    - B. An interim report will be filed at the mid point of the period for which the leave is taken. This report is to contain sufficient information to enable the Superintendent to determine that the leave is being utilized in the approved manner.
  13. Each employee returning from sabbatical leave will file a final written report with the Superintendent no later than sixty (60) days after the day on which the employee again

takes up active service. Said report is to include the name of the institution attended, course pursued, credits received, and experience gained, together with the applicant's appraisal of the professional value of the activities he was engaged in while on leave and the manner in which the knowledge and experience gained may be applied to the benefit of the school system.

14. An employee will not be considered as having completed the requirements of the sabbatical leave until his final report has been approved by the Superintendent. When approved these final reports will be transmitted to the Board of Education.

**G. Other Leaves**

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

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

**A. Review of Personnel File**

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

**B. Association Representative**

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

**C. Material Review**

Materials will be given to the teacher only for review.

**D. Presence of Administrator**

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

**E. Confidential Material**

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

**F. Derogatory Material**

No material derogatory to a teacher's conduct, service, character, or personality shall be placed in any file unless the teacher has had the opportunity to read the material. The teacher shall acknowledge that he/she has read such material by affixing his/her signature on the copy to be

filed, with the understanding that such signature merely signifies that he/she has read the material and does not necessarily indicate agreement with its content.

**G. Teacher Reply**

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

**H. Material Reproduction**

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

**I. Additions**

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

**J. Official Communications**

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

**K. Negative Material**

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

**L. Freedom of Information Act Requests**

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

1. All requests must be made in writing and include the name and address of the person or organization making the request.
2. Once a FOIA request is received by the Board, the teacher and Association President shall be notified immediately and provided with a copy of the FOIA request.
3. As soon as possible and before the FOIA request is granted, the administration will meet with the teacher and /or Association representatives to review the FOIA request and the documents requested.
4. The Board shall honor all exemptions to the production of documents contained in Section 13(1) of FOIA.

5. On any documents that may be released under a FOIA request, all exempt material must be redacted.

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

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

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

- A. Each bargaining unit member in his/her first four (4) years in the classroom shall be assigned a mentor teacher. The mentor teacher will be available to provide professional support, instruction and guidance.
- B. Participation as a mentor shall be on a volunteer basis.
- C. Teachers who are willing to serve as a mentor shall make this known to the building principal who will attempt to assign volunteers with the probationary employee on the basis of the area of teaching each is assigned. The principal is free to assign these positions to non-bargaining unit personnel.
- D. The administration shall notify the Association when a mentor teacher is matched with a bargaining unit mentee.
- E. The mentee shall be assigned to one (1) mentor teacher at a time.
- F. A mentor teacher shall be assigned to only one (1) mentee at a time.
- G. The mentor teacher assignment shall be for one (1) year, subject to review by the mentor teacher, mentee and the building principal after ninety (90) working days. The appointment may be renewed in succeeding years.
- H. Neither the mentor teacher nor the mentee shall be permitted to participate in any matter related to the evaluation of the other. The mentor teacher shall not be called as a witness in any grievance or administrative hearing involving the mentee nor shall the mentee be called as a witness in any grievance or administrative hearing involving the mentor teacher, except in cases of misconduct.



- I. The administration shall make available four (4) half days per year for the bargaining unit mentor to work with their mentee in his/her assignment during the work day. If the mentor and mentee work in the same building, the administration will attempt to arrange for a common preparation time.

**ARTICLE XVII - PERSONAL PROPERTY OF TEACHERS**

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

**ARTICLE XVIII - RETIREMENT**

**A. Age Discrimination Act**

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

**B. Retirement Requirements**

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

**C. Notification of Intent to Retire**

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

## ARTICLE XIX - MISCELLANEOUS

### **A. Individual Contracts**

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

### **B. Student Loss of Property**

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

### **C. Telephone**

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

### **D. Emergency Notification**

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

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

1. All teachers will complete an emergency lesson plan file and present it to the Principal not later than Friday of the first full week of school. The plan file will contain and maintain:
  - A. Two daily lesson plans for each subject area.
  - B. Teacher's daily schedule.
  - C. Seating chart or class rolls for each period.
  - D. Name of student designated as assistants for each period.
2. Lesson plans may be retained by each teacher at the end of each school year with the exception of a teacher leaving the system. When the teacher leaves the system the lesson plans will be retained for reference. During the school year lesson plans are always available to the administrators. Principals may request lesson plans a maximum of four (4) times per year. For classes where lesson plan books are not appropriate, the teacher will provide a class format to the principal by the end of the third week of school.

### **F. Record Books**

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

**G. Snow Days**

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

**H. Communicable Diseases**

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

**ARTICLE XX - FRINGE BENEFITS**

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

The Board shall provide, without cost to the employee, insurance benefits in accordance with the specifications of the Harper Woods MESSA-PAK, Plan A and B.

**Plan A**

The Board shall provide all insurance benefits listed herein for a full twelve-month period of each school year for all teachers in the bargaining unit, except for those teachers electing benefits under Plan B below. Such benefits shall be provided, without cost to the teachers, to teacher and his/her dependents, as defined in the agreed upon specifications.

1. MESSA Choices 2 (PPO) Health Insurance: The premium shall be paid on behalf of the teacher, his/her spouse and/or dependents eligible for MESSA Choices 2 (PPO) Health Insurance with a RX Saver Prescription plan and \$20 office visits (Beginning September 1, 2011). In addition there will be a \$500/\$1000 deductible (Beginning October 1, 2011).
2. MESSA/Delta Dental Plan "Auto +" with orthodontic rider 004 including internal and external coordination of benefits (COB).
3. MESSA Term Life Insurance in the amount of Sixty Thousand Dollars (\$60,000) for the teacher only. Such insurance protection shall be paid to the teacher's designated beneficiary. In the event of accidental death, the insurance will pay double the specified amount; in the event of accidental dismemberment, the insurance will pay according to the schedule.
4. MESSA Vision Plan VSP-2 Silver including internal and external coordination of benefits.
5. Each teacher will pay 10% of the illustrative premium based on the plan the teacher is on (single, 2 person, full family) towards the cost of the MESSA Choices 2 (PPO) health insurance.

This Contribution will count toward any state mandated premium co-pays, that may be effective at the expiration of this agreement. This contribution will be equally divided over the October-June paychecks. All payments will be deducted pre-tax. If the state intervenes in this contract and requires any health care co-payments the state mandated co-pays will replace those described above.

### **Plan B**

1. Bargaining unit members not electing MESSA-PAK Plan A will select MESSA-PAK Plan B which includes the coverages in number 2, 3, and 4 above (Dental, Life and Vision) plus Fifteen Hundred Dollars (\$1,500.00) to be taken as cash which the teacher can choose to apply to one of the 403 (B) plans of the Internal Revenue Code as presently listed in the contract in Article X - C, 2.

Those members who did not elect district health care coverage in 2010-11 and will not elect district health care coverage for 2011-12 will receive an additional \$1,000 to be taken as cash which the teacher can choose to apply to one of the 403(b) plans as described above.

2. Teachers on Long Term Disability may continue to benefit from the insurance protection as established in this article if approved by the carrier, upon payment to the school district for full insurance costs that will be forwarded by the district to the insurance companies.

### **B. Long Term Disability**

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

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

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

### **D. National Health Insurance Language**

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

**E. Dependent Coverage**

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

**F. IRS Section 125 Plan**

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

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

**A. Wage Controls**

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

**ARTICLE XXII – PUBLIC ACT NINE**

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

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

### **A. CPI**

The cost of living adjustment provision shall not be operative and shall be abated for the 2009-2014 school years. Each teacher shall receive a cost of living adjustment (COLA) as a deferred salary increase based upon the percentage rise in the revised Consumer's Price Index (CPI all items) for all Urban consumers for the Detroit Metropolitan Area published by the Bureau of Labor Statistics, U.S. Department of Labor (1967-100) and hereafter referred to as the CPI. The amount of the deferred salary increase shall be the dollar equivalent of the percentage increase--rounded to the nearest one-tenth of one percent--of the CPI, multiplied by the appropriate salary steps as listed in the salary schedule. This percentage shall be determined by subtracting the CPI of April the previous year from the CPI of the year in which the COLA is to be paid; the remainder shall then be divided by the CPI of April of the previous year. The resulting amount of money shall then be paid rounded to the nearest \$1.00 to each teacher no later than June 30 of the year in which the COLA is to be paid. Such payment shall be made a part of the teacher's regular salary and folded into the salary schedule, but shall be paid by a check separate from the teacher's regular paycheck.

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

The April 1984 base COLA figure is 305.6.

### **C. Proration**

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

### **D. Consumer Price Index Information**

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

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

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

**ARTICLE XXV - PROVISION CONTRARY TO LAW**

**A. Definition**

If any provision of this agreement shall be found to be contrary to the law, then said provision shall be deemed invalid except to the extent permitted by law, but all other provisions hereof shall continue in full force and effect.

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

**A. Definition**

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

**ARTICLE XXVII - GENERAL**

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

## ARTICLE XXVIII - TERMINATION CLAUSE

- A. This agreement and all its provisions and appendices, shall become effective September 1, 2009 and shall continue in effect until midnight August 31, 2014.

This agreement extends the 2008-09 master agreement and letters of understanding described above through August 31, 2014.

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

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

- C. **Negotiations**

Bargaining for a successor agreement will begin by February 1, 2014.

- D. **Notices**

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

## APPENDIX A

- A. **Counselors**

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

- B. **Mileage Pay**

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

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

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

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



**D. Secondary Lunchroom**

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

**E. Homebound Teaching Payment**

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

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

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

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

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

**APPENDIX B**

**EXTRA CURRICULAR**

**A. Extra Compensation**

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

**B. Criteria/Extra Curricular Assignments**

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

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

**C. Posting**

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

**D. Recommendation for Compensation**

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

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

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

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

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

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

**E. Probation Period**

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

**F. Notification of Discontinuance**

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

**G. Vacancies**

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

**H. Applicants**

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

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

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

**J. Sponsor/Coach**

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

**K. Evaluation**

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

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

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

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

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

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

HARPER WOODS  
SALARY SCHEDULE  
APPENDIX C  
2008-09

STEP	B.A.	M.A.	M.A. + 15	M.A. + 30	Ed.S.	PH.D
1	39,887	44,108	45,751	47,394	48,580	49,764
2	41,999	47,501	49,210	50,920	52,194	53,467
3	44,108	49,871	51,580	53,289	54,621	55,954
4	47,501	53,482	54,190	55,902	57,298	58,696
5	49,847	55,170	56,877	58,584	60,048	61,513
6	52,482	57,999	59,708	61,415	62,950	64,486
7	55,118	60,879	62,465	64,296	65,903	67,509
8	57,999	64,296	66,003	67,714	69,407	71,100
9	60,879	67,714	69,424	71,131	72,909	74,688
10	67,673	71,644	73,351	75,061	76,937	79,050
11	74,468	82,186	84,622	87,057	89,233	91,410

HARPER WOODS  
SALARY SCHEDULE  
APPENDIX C  
2009-10

STEP	B.A.	M.A.	M.A. + 15	M.A. + 30	Ed.S.	PH.D
1	39,887	44,108	45,751	47,394	48,580	49,764
2	41,999	47,501	49,210	50,920	52,194	53,467
3	44,108	49,871	51,580	53,289	54,621	55,954
4	47,501	53,482	54,190	55,902	57,298	58,696
5	49,847	55,170	56,877	58,584	60,048	61,513
6	52,482	57,999	59,708	61,415	62,950	64,486
7	55,118	60,879	62,465	64,296	65,903	67,509
8	57,999	64,296	66,003	67,714	69,407	71,100
9	60,879	67,714	69,424	71,131	72,909	74,688
10	67,673	71,644	73,351	75,061	76,937	79,050
11	74,468	82,186	84,622	87,057	89,233	91,410

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HARPER WOODS  
SALARY SCHEDULE  
APPENDIX C  
2010-11

STEP	B.A.	M.A.	M.A. + 15	M.A. + 30	Ed.S.	PH.D
1	39,887	44,108	45,751	47,394	48,580	49,764
2	41,999	47,501	49,210	50,920	52,194	53,467
3	44,108	49,871	51,580	53,289	54,621	55,954
4	47,501	53,482	54,190	55,902	57,298	58,696
5	49,847	55,170	56,877	58,584	60,048	61,513
6	52,482	57,999	59,708	61,415	62,950	64,486
7	55,118	60,879	62,465	64,296	65,903	67,509
8	57,999	64,296	66,003	67,714	69,407	71,100
9	60,879	67,714	69,424	71,131	72,909	74,688
10	67,673	71,644	73,351	75,061	76,937	79,050
11*	74,468	82,186	84,622	87,057	89,233	91,410

HARPER WOODS  
SALARY SCHEDULE  
APPENDIX C  
2011-12 ADJ STEPS -2%

STEP	B.A.	M.A.	M.A. + 15	M.A. + 30	Ed.S.	PH.D
00	38,109	42,246	43,856	45,466	46,628	47,789
0	38,599	42,736	44,346	45,956	47,118	48,279
1	39,089	43,226	44,836	46,446	47,608	48,769
2	41,159	46,551	48,226	49,902	51,150	52,398
3	43,226	48,874	50,548	52,223	53,529	54,835
4	46,551	52,412	53,106	54,784	56,152	57,522
5	48,850	54,067	55,739	57,412	58,847	60,283
6	51,432	56,839	58,514	60,187	61,691	63,196
7	54,016	59,661	61,216	63,010	64,585	66,159
8	56,839	63,010	64,683	66,360	68,019	69,678
9	59,661	66,360	68,036	69,708	71,451	73,194
10	66,320	70,211	71,884	73,560	75,398	77,469
11	69,649	75,377	77,407	79,438	81,423	83,525
12*	72,979	80,542	82,930	85,316	87,448	89,582

\*The teachers at the top of the 2010-11 salary schedule will be at the top of the 2011-12 salary schedule.

HARPER WOODS  
SALARY SCHEDULE  
APPENDIX C  
2012-13 ADJ STEPS -2%

STEP	B.A.	M.A.	M.A. + 15	M.A. + 30	Ed.S.	PH.D
00	38,109	42,246	43,856	45,466	46,628	47,789
0	38,599	42,736	44,346	45,956	47,118	48,279
1	39,089	43,226	44,836	46,446	47,608	48,769
2	41,159	46,551	48,226	49,902	51,150	52,398
3	43,226	48,874	50,548	52,223	53,529	54,835
4	46,551	52,412	53,106	54,784	56,152	57,522
5	48,850	54,067	55,739	57,412	58,847	60,283
6	51,432	56,839	58,514	60,187	61,691	63,196
7	54,016	59,661	61,216	63,010	64,585	66,159
8	56,839	63,010	64,683	66,360	68,019	69,678
9	59,661	66,360	68,036	69,708	71,451	73,194
10	66,320	70,211	71,884	73,560	75,398	77,469
11	69,649	75,377	77,407	79,438	81,423	83,525
12	72,979	80,542	82,930	85,316	87,448	89,582

HARPER WOODS  
SALARY SCHEDULE  
APPENDIX C  
2013-14 ADJ STEPS -2%

STEP	B.A.	M.A.	M.A. + 15	M.A. + 30	Ed.S.	PH.D
00	38,109	42,246	43,856	45,466	46,628	47,789
0	38,599	42,736	44,346	45,956	47,118	48,279
1	39,089	43,226	44,836	46,446	47,608	48,769
2	41,159	46,551	48,226	49,902	51,150	52,398
3	43,226	48,874	50,548	52,223	53,529	54,835
4	46,551	52,412	53,106	54,784	56,152	57,522
5	48,850	54,067	55,739	57,412	58,847	60,283
6	51,432	56,839	58,514	60,187	61,691	63,196
7	54,016	59,661	61,216	63,010	64,585	66,159
8	56,839	63,010	64,683	66,360	68,019	69,678
9	59,661	66,360	68,036	69,708	71,451	73,194
10	66,320	70,211	71,884	73,560	75,398	77,469
11	69,649	75,377	77,407	79,438	81,423	83,525
12	72,979	80,542	82,930	85,316	87,448	89,582

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**LONGEVITY CLAUSE**

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

YEARS OF SERVICE	2009-10 thru 2013-14
completed year 15 -19	\$ 950.00
completed year 20 - 24	\$ 1,700.00
completed year 25 +	\$ 2,700.00



## APPENDIX D

### HARPER WOODS SCHOOL DISTRICT District Calendar 2011/2012

Wednesday	August	31	Professional Development	No Students
Thursday	September	1	½ day Professional Development	½ day Teachers Work - No Students
<b>Tuesday</b>	<b>September</b>	<b>6</b>	<b>School Opens-First Day of Class (A.M. only)</b>	<b>½ day for Students</b>
Tuesday	October	11	Grades 3-8 MEAP Testing	Full Day for All Students
Wednesday	October	12	Grades 3-8 MEAP Testing	Full Day for All Students
Thursday	October	13	Grades 3-8 MEAP Testing	Full Day for All Students
Tuesday	October	18	Grades 3-8 MEAP Testing	Full Day for All Students
Wednesday	October	19	Grades 3-9 MEAP Testing	Full Day for All Students
Tuesday	November	8	Professional Development	No Students, Election Day
Friday	November	11	End of 1 <sup>st</sup> Marking Period	½ day for Elementary Students
Wednesday	November	16	Secondary Parent-Teacher Conference	½ day for Secondary Students
Thursday	November	17	Elementary Parent-Teacher Conference	½ day for Elementary Students
Friday	November	18	Elementary Parent-Teacher Conference	½ day for Elementary Students
Wednesday	November	23	½ Day (A.M. only)	½ day for All Students & Staff
Wednesday	November	23	Thanksgiving Break Begins at end of day	
Monday	November	28	School Resumes	
Wednesday	December	21	Winter Recess begins	No School
Tuesday	January	3	School Resumes	Full Day for All Students
Monday	January	16	MLK Day/Professional Development	No Students
Thursday	January	26	Middle School/High School Exams	½ day for Secondary Students
Friday	January	27	Middle School/High School Exams	½ day for Secondary Students
Friday	January	27	End of 2 <sup>nd</sup> Marking Period	½ day for Elementary Students
Friday	February	17	Professional Development Day	No Students
Monday	February	20	Mid-Winter Recess begins	No School
Thursday	February	23	School Resumes	Full Day for All Students
Tuesday	March	6	Michigan Merit Exams/ACT Testing	11 <sup>th</sup> Grade Students Only
Wednesday	March	7	Michigan Merit Exams/ACT Testing	PM ½ day High School
Thursday	March	8	Michigan Merit Exams/ACT Testing	PM ½ day High School
Friday	March	30	End of 3 <sup>rd</sup> Marking Period	½ day for Elementary Students
Tuesday	April	3	Secondary Parent-Teacher Conference	½ day for Secondary Students
Wednesday	April	4	Elementary Parent-Teacher Conferences	½ day for Elementary Students
Thursday	April	5	Elementary Parent-Teacher Conferences	½ day for Elementary Students
Friday	April	6	Spring Recess Begins	No School
Monday	April	16	School Resumes	Full Day for Students
Friday	May	11	Professional Development	No Students
Friday	May	25	½ Day (A.M. only)	½ day for all Students & Staff
Monday	May	28	Memorial Day Holiday	No School
Wednesday	June	13	Middle School/High School Exams	½ day for Secondary Students
Thursday	June	14	Middle School/High School Exams	½ day for Secondary Students
Thursday	June	14	Elementary Records Day	½ day for Elementary Students
Friday	June	15	Teacher's Last Day	No School for Students

**Students 178 days ~ Teachers 185 days**

### Beacon Elementary Time

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

### Tyrone Elementary Time

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

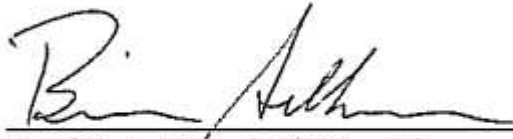
## Middle School Time Schedule

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

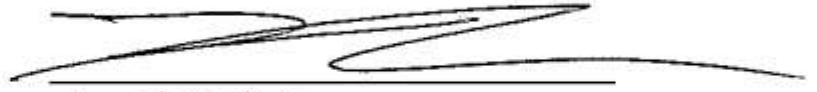
## High School Time Schedule

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

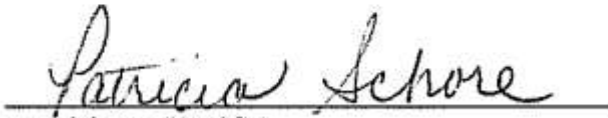
Master Agreement 2009-2014 between Board of Education of City of Harper Woods Schools and HWEA MEA-NEA LOCAL 1 ratified and executed June 21, 2011.



President, Board of Education



Superintendent



President, HWEA



President, MEA-NEA Local 1

Letter of Agreement  
Between Harper Woods School District  
And MEA-NEA Local 1, Harper Woods

TA  
P.S. 6/16/11  
Owl

The parties agree to form a joint Committee, composed of an equal number of members from both sides, designated by the District superintendent and the Association president, the purpose of which will be to make recommendations for the implementation of the statutory requirements regarding the professional evaluation process as required by recent changes in the school code and PERA, sometimes referred to as "RTTT." This will include the establishment of clear approaches to measuring student growth and providing teachers and administrators with relevant data on student growth. The evaluation systems are to evaluate job performance, taking into account multiple rating categories with student growth as a significant factor, while insuring teachers ample opportunities to improve, while providing coaching, and instruction support.

The same joint committee can be charged with developing mutually agreed upon plans/steps to implement other parts of the "RTTT" statutes, e.g. professional compensation/student growth and a detailed plan to improve performance ("transformational model"), should any schools in the District fall into the lowest performing 5% of school buildings in the State.

The committee will report their recommendations to both Bargaining teams for approval or referral back to the Committee.

For Harper Woods School District:

  
\_\_\_\_\_  
Superintendent      Date

For MEA-NEA Local 1, Harper Woods

  
\_\_\_\_\_  
President      Date 5-20-10

For MEA-NEA Local 1

  
\_\_\_\_\_  
President      Date

9

TA  
PS 6/16/11  
Cwt

**LETTER OF UNDERSTANDING  
BETWEEN  
HARPER WOODS BOARD OF EDUCATION  
AND  
MEA-NEA LOCAL 1, HARPER WOODS**


It is understood and agreed by the parties that basing any part of a salary increase on satisfactory evaluation and possible removal, consistent with applicable laws as referenced in the MISD/MEA/AFT "Teacher Evaluation Parameters to Comply with the Michigan Tenure Act and MCL 380.1249" (copy attached), as well as the contractual modifications/clarifications referred to below, are agreed to because of the current status of Harper Woods High School being a "priority school" and therefore working on a "transformational" plan under MCL 380.1280C8 to be submitted to the State of Michigan Department of Education and the federal government for a School Improvement Plan to fund the supplemental actions proposed to be added to the existing High School program directed at increasing student achievement in the Harper Woods High School taken as whole so as to allow it to achieve levels of student growth that remove the "priority school" designation within the period of the plan. The parties recognize that this is in the best interests of the Board and the teachers while this plan remains in effect, and Harper Woods High School has "priority school" designation/is in the bottom 5% of public schools. This agreement shall be non-precedent setting.

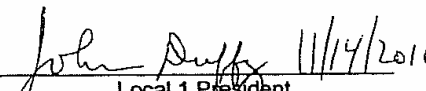
The parties also understand that while the school is subject to MCLA 380.1280C8 and the transformational intervention model is being implemented:

(a) That any contractual seniority that would otherwise be applicable shall not apply at the High School while it remains on "priority school" list /in bottom 5% of public schools for the purpose of teacher assignment to or within the High School. This subdivision does not allow unilateral changes in pay scales or benefits.

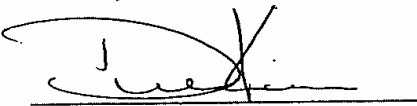
(b) That there are no contractual or other work rules that are impediments to implementing the redesign plan as presented as compensation for job accomplishments/extra work/added time/duties and/or achievement of goals and/or financial/flexible working conditions designed to recruit or retain staff to meet the needs of students in a transformational school have been or will be bargained jointly consistent with MCL 380.1250 upon the plan's approval by State/federal government consistent with the SIG application/plan. The parties agree that nothing in this agreement nor the law allow unilateral changes in pay scales or benefits, but that annual step increases for all teachers at High School will be subject to satisfactory evaluations done consistent with the mutually agreed process referred in the Letter of Agreement on Evaluations dated November 15, 2010, while the High School remains a "priority school" /is in bottom 5% of public schools. Compensation for any change in working conditions would have to be bargained.

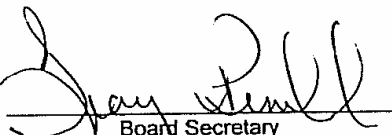
For MEA-NEA, Local 1, Harper Woods:

  
Harper Woods EA President

  
Local 1 President

For Harper Woods Schools:

  
Board President

  
Board Secretary

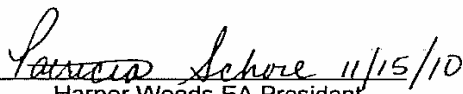
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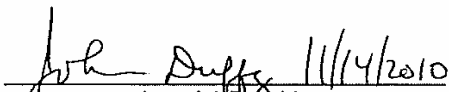
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PS 6/16/11

**Letter of Agreement  
Between Harper Woods Public Schools  
And MEA-NEA Local 1, Harper Woods**


The qualities and characteristics that make a teacher and/or administrator successful should be reflected in any evaluation. To this end, the parties agree to refer the matter of teacher evaluation to a joint teacher/administration committee, (the same committee which will deal with recent changes in the law), to review the specific skills, knowledge, and characteristics upon which evaluation is based. The intent is to recommend to the Bargaining Teams a plan specific to Harper Woods based upon mutually agreed upon-known teacher evaluation frameworks, to be effective no later than September 5, 2011. Both parties agree that appropriate training in the bargained evaluation will be necessary and desirable for both teachers and administrators in order to implement an approved plan in an effective manner and that the purpose provide clear and positive assistance for teachers as well as other professional staff and administrators to improve professional practices and that will insure that all staff shall have multiple opportunities to improve consistent with MCL380.1249, the Tenure Act, as recognized in the MISD/MEA/AFT "Teacher Evaluation Parameters to Comply with the Michigan Tenure Act and MCL 380.1249" attached here, and /or applicable collective bargaining agreement.


For MEA-NEA, Local 1, Harper Woods:

  
Harper Woods EA President

  
Local 1 President

For Harper Woods Schools:

  
Board President

  
Board Secretary

11

**Letter of Agreement  
Between  
City of Harper Woods School District  
&  
MEA-NEA Local 1, Harper Woods  
High School Redesign/SIG**

TA  
GWH  
P.S. 6/16/11

It is understood by both parties that for the period of time the Harper Woods High School is designated by the State of Michigan as a persistently low achieving school and subject to MCL 380.1280C8, the following schedule changes will be implemented for the high school:

1. Three additional instructional hours of direct instruction will be added to the school week for students and teachers.
2. One additional hour of professional development and collaboration time per week will be added for teachers.
3. The high school teachers will be compensated at the hourly rate specified in Article XV, C. of the master agreement for the additional four (4) hours of student instruction and professional development only if SIG grants or any other federal or state grant funds sufficient to cover these expenses and specifically received to improve student achievement per MCL 380.1280C8 are received by the district. These funds will be the source for this teacher compensation.
4. Consistent with the language of Article VIII, F. in the master agreement, every reasonable effort shall be made so that no teacher will be assigned more than four (4) different daily preparations in a trimester/semester, excluding an advisory period.

This agreement is in effect for only the period of time that the Harper Woods High School is designated a persistently low achieving school (PLA) according to MCL 380.1280C8. In the event the school is no longer designated as a PLA school, the high school teachers and other HWEA high school staff will no longer be required to provide the additional hours nor receive the compensation referenced in clauses #1, #2 & #3 above. Therefore, following removal from the PLA list, the teacher work day (Workday Starting/Ending Times) will be consistent with the workday of the 2010/11 school year. However, should a 6 period day for students in either a trimester or semester format be implemented as part of the high school redesign or SIG, with teachers teaching 5 of these sections plus an advisory period, this 6 period day plus an advisory period will remain in effect within the parameters (Workday Starting/Ending Times) of the 2010/11 teacher work day unless otherwise mutually agreed to by the parties herein.

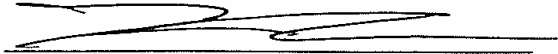
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ps. 6/16/11

Letter of Agreement  
Between  
City of Harper Woods School District  
&  
MEA-NEA Local 1, Harper Woods  
High School Redesign/SIG

FOR THE BOARD OF EDUCATION



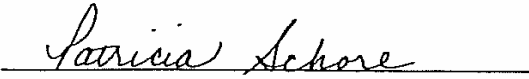
Todd Biederwolf, Superintendent

1/21/11  
Date

FOR THE ASSOCIATION

  
John Duffy, President  
MEA-NEA Local 1

1/27/11  
Date



Patricia Schore, President  
MEA-NEA Local 1 Harper Woods

1/21/11  
Date

13

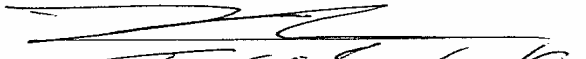
Letter of Agreement Between the Harper Woods School District and the MEA/NEA  
Local 1, Harper Woods Education Association

TA  
Done  
6/16/11

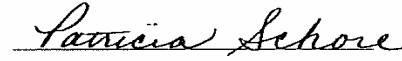
The Harper Woods School District and Harper Woods Education Association hereby agree as follows:

1. The Harper Woods Middle School shall move to a semester-format, with grades provided quarterly, effective the beginning of the 2011-2012 school year.
2. The Middle School schedule will consist of 6 periods with the teachers teaching 5 periods and having a preparation period equivalent to one class period of time daily. Teacher beginning (7:40 a.m.) and ending (2:40 p.m.) times and student beginning (7:45 a.m.) and ending (2:30 p.m.) times remain the same.

For the District

  
Date Todd Biederman  
5/17/11

For the Association

  
Date Patricia Schore  
5/17/11

14

Letter of Agreement  
Between Harper Woods School District  
And MEA-NEA Local 1, Harper Woods

TA  
CML  
P.S. 6/16/11

The parties recognize that teachers prepaid \$1,000.00 of the 2011-2012 10% health insurance premium during the 2010-2011 school year as part of an imposition by the District. As a result, the District will offset \$1,000.00 of the 10% co-payment for the 2010-12 school year for those teachers who had prepaid deductions for the 2010-11 school year. The offset will be equally divided over the October-June paychecks.

For Harper Woods School District:

For MEA-NEA Local 1, Harper Woods

\_\_\_\_\_  
Superintendent    Date

\_\_\_\_\_  
President    Date

For MEA-NEA Local 1

\_\_\_\_\_  
President    Date

Letter of Agreement  
Between Harper Woods School District  
And MEA-NEA Local 1, Harper Woods

TA  
CW  
PS. 6/16/11

The currently imposed premium contributions from members of the bargaining unit shall terminate with the premium contribution in the final paycheck for the 2010-11 school year.

Retiring employees who paid premium contributions for the 2010-2011 school year shall be paid \$1000 either by means of a separate payroll check (less normal deductions) or may request that the \$1000 be deposited in their 403(b) account.

For Harper Woods School District:

For MEA-NEA Local 1, Harper Woods

\_\_\_\_\_  
Superintendent      Date

\_\_\_\_\_  
President      Date

For MEA-NEA Local 1

\_\_\_\_\_  
President      Date

16

**LETTER OF UNDERSTANDING**

**BETWEEN**

**MEA/NEA LOCAL 1,**

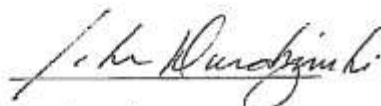
**AND**

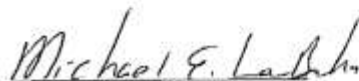
**SCHOOL DISTRICT**

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

FOR THE BOARD

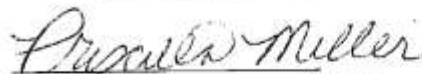
FOR THE ASSOCIATION

  
Superintendent

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

DATE: 1/5/09

DATE: 1-15-09

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

# INDEX

<b>A</b>		<b>G</b>	
Absences from Duty.....	28	Grievance .....	1, 6, 7, 8, 9, 20, 36
Age Discrimination Employment Act.....	36	<b>H</b>	
Arbitration Association.....	7	Health Insurance .....	39
Assignments.....	9, 15	Holiday.....	25
Association Business .....	4	Homebound Teaching.....	44
Association Leave.....	30	Hourly Rate.....	22
Association meetings .....	4	<b>I</b>	
<b>B</b>		Individual Contracts.....	37
Bereavement.....	27	Internet/Intranet.....	18, 19
Binding Arbitration.....	7	Involuntary Transfers .....	11
Board Minutes.....	5	IRS Section 125 Plan .....	40
<b>C</b>		<b>J</b>	
Calendar .....	15	Jury Leave .....	25, 28
Certification .....	9	<b>L</b>	
Child Care Leave .....	29	Layoff.....	9, 13
Class Preparations.....	18	Leaves of absence .....	12, 13, 29, 32, 39
Class Size.....	15	Life Insurance.....	13, 38
Communicable Diseases .....	38	Long Term Disability.....	39
Compensation .....	21	Longevity Clause .....	55
Conferences.....	18	Lunch Period.....	17, 44
Contingency Fund.....	27	Lunchroom.....	17, 44
Counselors.....	43	<b>M</b>	
Court Appearance .....	28	Mentor Teacher.....	35
Curriculum .....	10, 18, 35	Michigan Tenure Law .....	8
<b>D</b>		Middle School.....	48, 49
Dependent Coverage.....	40	Mileage Pay.....	43
Discrimination.....	3	Military Leave.....	30
Dues .....	1, 2	<b>N</b>	
<b>E</b>		Negotiations .....	43
Emergency Leave.....	27	Notices .....	4, 9, 43
Emergency Notification .....	37	<b>P</b>	
Experience Credit.....	22, 30	Pay Plan.....	23
Extra Curricular Assignments.....	44	Peace Corps/VISTA Leave .....	30
<b>F</b>		Personnel File.....	33
Family Medical Leave Act.....	28		
Freedom of Information Act .....	34		

Policies.....	3
Preparation Time.....	15
Probation Period.....	45
Probationary Teacher .....	9, 13
Promotion.....	14

**Q**

Qualifications.....	9
---------------------	---

**R**

Recall .....	14
Recess .....	16
Recognition .....	1
Record Books.....	37
Resignation .....	12
Retirement.....	36
Rules for Leaves.....	29

**S**

Sabbatical Leave .....	31
Salary .....	21
School Improvement.....	42
Seniority.....	9, 12, 32

Service Fees .....	2
Sick Leave.....	24, 25, 26, 27
Sick Leave Bank .....	25, 26, 27
Snow Days .....	38
Student Teachers .....	5
Substitute Teachers .....	43

**T**

Tax Sheltered Annuity Programs.....	22
Teacher Discipline .....	20
Teacher Evaluation .....	19
Teacher Hours .....	17
Telephone.....	37
Time Limits.....	8
Transfer .....	11, 12

**V**

Vacancies .....	10, 45
Vacancy.....	11, 12, 14, 15, 44, 45, 46
Vision.....	38
Visitations .....	17