

**AGREEMENT BETWEEN THE BOARD OF EDUCATION
SCHOOL DISTRICT OF THE CITY OF HARPER WOODS
and
THE HARPER WOODS ADMINISTRATORS ASSOCIATION**

This AGREEMENT effective the first day of July, 2013 and is by and between the Board of Education of the School District of the City of Harper Woods, hereinafter called the BOARD and the Harper Woods Administrators Association, hereinafter called the ASSOCIATION.

WITNESSETH:

WHEREAS, the laws of the State of Michigan authorize public employees and public employers to enter into collective bargaining agreements with respect to rates of pay, wages, hours of employment, and

WHEREAS, the Board recognizes that quality education can only result from quality leadership, and

WHEREAS, the Association recognizes that, because school administrators possess unique training and experience and function in positions of public trust, it should endeavor to assist the Board to develop the best educational program possible, and

WHEREAS, the parties, following extensive and deliberate professional negotiations, reached some certain understandings which they desire to incorporate into this collective bargaining agreement.

NOW THEREFORE, in consideration of the mutual covenants and benefits to be derived, the parties respectively agree:

ARTICLE I - Recognition

A. Recognition of Association

The Board hereby recognizes the Association in accordance with the applicable provisions of Acts 379, P.A. of 1965, as amended as the sole and exclusive collective bargaining representative for all building principals employed by the Board in administration and/or supervisory positions excluding all central office administrative positions and all non-administrative and/or supervisory personnel and all other employees.

B. Exclusive Collective Bargaining Agreement

The Board hereby expressly agrees that it shall not enter into any collective bargaining agreement with any other collective bargaining organization on behalf of administrators during the term of this Agreement.

C. Scope of the Agreement

It is mutually acknowledged that this collective bargaining agreement represents the complete agreement between the parties, and any other matter outside of this Agreement which has not been incorporated by reference herein shall not be deemed to be a part of such collective bargaining agreement. However, the Board agrees not to change or adopt any rule, regulation, policy, or practice relating to any matter upon which the Board is obligated to bargain, as defined in Section 15, Act 336, P.A. 1947 as amended without prior collective bargaining and agreement with the Association.

D. Definitions

In the application and interpretation of the provisions of this Agreement the following definitions shall apply:

1. Board shall mean the Board of Education of the School District of the City of Harper Woods or its designated agents.
2. Association shall mean the Harper Woods Administrators Association.
3. Administrator shall mean any member of the bargaining unit.
4. Superintendent shall mean the Superintendent of Schools of the School District of the City of Harper Woods or his/her designated agents.
5. In the construction of the words used in this collective bargaining unit, the use of the singular shall include the plural and the masculine shall include the feminine.

E. Special Conferences

The superintendent and the Association may meet, upon the request of either party, to discuss matters relating to this Agreement or any other collective bargaining subject, but such conferences shall not change the provisions of this Agreement during its term unless otherwise mutually agreed. The time and place of all such meetings shall be mutually agreed upon and those administrators attending shall be excused from any of their duties that may conflict with the holding of any such conference.

F. Nondiscrimination

The Association agrees to continue to admit all administrators to membership without discrimination on the basis of race, creed, color, age, national origin, sex or marital status and to represent them without regard to their participation in the affairs of other professional educational organizations. The Board agrees to continue its policy of nondiscrimination against any administrator on the basis of race, creed, color, age, national origin, sex, marital status, or membership, participation in, or association with the activities of any professional education organization.

ARTICLE II - Building Use and Access to Information

A. Association Use of School Building

The Association may use school building facilities for its proper business activities without charge upon notification to the superintendent's office.

B. Access to Board Information

The Board agrees to furnish to the Officers of the Association copies of all public records concerning the financial resources of the District, budgetary allocations, and expenditures, hours, wages, and conditions of employment of those employees covered thereby, together with any public record or information that may be required by the Association in negotiating or enforcing this agreement. In the processing of any material requiring compilation of information from more than one source, it being understood by the parties hereto that any materials desired and requiring compilation, or the consulting and noting of various sources of public records shall be the responsibility of the Association and the obligation of the Board shall consist in the furnishing of the public records.

ARTICLE III - Administrative Contracts

- A. Administrators newly appointed shall be deemed to be in a period of probation for each of the first two (2) full fiscal years in the district following employment. Once a candidate is identified, an administrative contract will be executed within ten days which will include, at a minimum, the starting salary of the administrator as well as his/her placement on the salary schedule for the second year of assignment and the starting date of the position.
- B. Administrators on probation are to be notified in writing sixty (60) days prior to the end of the contract and notified thirty (30) days prior to that date that consideration is being given to nonrenewal of the contract if a contract is not to be renewed. In the event that the superintendent does not recommend an administrator, he shall notify the administrator, in writing, at least ten (10) days before the Board Meeting at which he will submit his recommendation. Prior to action by the Board, upon the superintendent's recommendation, the administrator, upon his written request, shall be granted an executive session with the Board and superintendent.
- C. Those administrators not on probation shall likewise be notified in writing not later than sixty (60) days prior to the end of the contract and notified thirty (30) days prior to that date that consideration is being given to nonrenewal of the contract if a contract is not to be renewed.
- D. Contracts shall be effective as of July first each year or in cases of new administrators at the time of employment, with compensation beginning when the actual continuous work year begins.
- E. Contracts terminate as of June thirtieth each year. Contracts for more than one (1) year are designated as effective for the number of years issued based on the July first through June thirtieth period for each year the contract is in effect.
- F. Each administrator subject to this agreement is not granted tenure in any administrative position or in any non-classroom teaching capacity in which he/she may serve the District. Any such tenure previously acquired by any administrator subject to this agreement is waived. Failure of the District to re-employ the administrator in any non-classroom teaching capacity shall not be deemed to be a demotion within the meaning of the Teachers' Tenure Act.

ARTICLE IV - Administrative Hours and Work Year

The administrative work year will be as follows:

All elementary principals will begin their continuous work year on the Monday two weeks prior to the first instructional day (first day for students) and end five (5) days after the last instructional day for teachers at the end of the year.

Secondary School Administrators will return on the Monday three weeks prior to the first instructional day (first day for students). Secondary School Administrators will end their school year two weeks after the last teacher work day.

The Director of Academic Accountability and Student Services and the Director of Special Education, in recognition of their 12 month work calendar, shall receive 10 vacation days annually.

Once teachers report for work, the administrators shall follow the schedule as detailed in the collective bargaining agreement between the Harper Woods Education Association and the Board. If the administrator is required to work beyond the required days, compensation will be credited with equivalent hours and prior knowledge of the superintendent and will be used by the end of the following year.

- A. During the school year administrators shall report for duty in the school building no later than one-quarter hour prior to the time teachers are to report and may leave the school at least one-quarter hour after the teachers are able to leave. The summer work schedule will be 9:00 a.m. to 3:00 p.m.

Compensation will not begin until after the start of the continuous work year. However, it is understood that if an administrator leaves the district prior to that time, he/she will be compensated for any scheduled time worked for which he/she has not yet been compensated.

- B. It is understood that during the work year whenever administrative duties require additional working hours this time will be served by the administrators.

C. Extended Day

- a. It is agreed by both parties that the supervisory, leadership and other responsibilities of members in positions as Principal or as Assistant Principal shall include the period established as the "Extended Work Week".
- b. The "Extended Work Week" shall include three additional hours per week of instructional time, plus a 4th additional hour per week focused on collaboration among teachers and between teachers and the administration. The structure of this extended time shall be developed at the building level and approved by the superintendent.
- c. Compensation:
 - i. Principals and Assistant Principals will be eligible for the below:
 1. \$1,000 in 13/14
 2. For 14/15 & 15/16, compensation (if any) will be delayed until the audit of that fiscal year is available.
 - a. Qualifying members during these years (see c,i,1) will be eligible to receive up to \$2,000 for each of these years based on the following formula:
 - i. If the district's fund balance increased by \$50,000 or less, each eligible member will receive \$400.

- ii. If the district's fund balance increased by \$50,001 to \$100,000 each eligible member will receive \$800.
- iii. If the district's fund balance increased by \$100,001 to \$150,000, each eligible member will receive \$1,000.
- iv. If the district's fund balance increased by \$150,001 to \$200,000, each eligible member will receive \$1,400.
- v. If the district's fund balance increases by \$200,001 to \$250,000, each eligible member shall receive \$1,700.
- vi. If the district's fund balance increases by over \$250,000, each eligible member shall receive \$2,000.
- vii. In the event the district's fund balance does not increase in either or both of these years, no additional compensation will be paid out for this clause.

ARTICLE V - Administrative Evaluations, Promotions, Pay for Performance, Transfers, and Reductions

A. Evaluations

1. Administration Evaluation to be established when official language is released by the Michigan Department of Education/State of Michigan:
 - Student Achievement to be 25% of the evaluation in 13/14
 - Student Achievement to be 40% of the evaluation in 14/15
 - Student Achievement to be 50% of the evaluation in 15/16
2. It is expressly understood by all parties that the completion of teacher evaluations per the teacher tenure act and the teacher contract is the responsibility of each principal. An appropriate ratio of said evaluations may be assigned to an assistant principal if such a position exists. Failure to complete said teacher evaluations as per the language reference above and or legislation action or mandates of the Michigan Department of Education shall place the administrator under disciplinary action up to and including discharge.
3. Similarly, all support staff and or positions established in schedule L of the teacher's contract are an administrative responsibility and are to be completed in the time periods defined in the employment agreements for these staff members. Failure to complete said evaluation per the language reference above shall place the administrator under disciplinary action up to and including discharge.

B. Promotions

All administrative positions shall be open to all administrators in the district, including positions on the same level. Qualifications for each position shall be listed at the time of announcement of vacancy. Each applicant shall be interviewed.

The Board of Education reserves the right to hire from within or from outside of the Harper Woods School District and shall have the right to select the applicant based on its judgment of his/her qualifications.

C. Selection of Assistant Principals

A minimum of two (2) building administrators will serve on a committee with the superintendent or his/her designee to screen the applicants for the position of assistant principal when a vacancy occurs. One of these two (2) building administrators shall be the principal of the building in which the assistant principal will be placed. The superintendent will make the final selection based upon input from the committee and will present his/her recommendation to the Board.

D. Transfer or Reduction of Administrative Personnel

The Association recognizes the legal right and the responsibility of the Board to transfer and/or reduce administrative personnel if and when such actions are deemed necessary.

The Board agrees to discuss the need to transfer or reduce personnel with the Association before the Board takes formal action approving same and to give careful consideration to requests by members of the Association for transfers.

ARTICLE VI - Conference or Special Meetings

- A. It is the policy of the district to grant permission to administrators to attend school conferences and/or special meetings during the school year if the superintendent approves such request and provided funds for such conferences or meetings are within the budget.
- B. A written report of these conferences or special meetings shall be furnished upon request of the Superintendent.

ARTICLE VII - Personnel File - Administrators

Each administrator shall have the right upon request to the superintendent to review with him/her the contents of his/her own personnel file maintained in the Office of the Superintendent. The review shall be made in the presence of the administrator responsible for the safe keeping of said records.

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

No material derogatory to an administrator's conduct, service, character, or personality shall be placed in any file unless the administrator has had the opportunity to read such material by affixing his 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 contents. The individual administrator shall have the right to answer any material filed. His/her answer shall be signed and attached to the file copy.

ARTICLE VIII - Extra Curricular Assignments

Extra curricular duties are defined as those responsibilities delegated to the administrators by the superintendent which are beyond the regularly scheduled work day during the school year. Examples of such duties may include, but are not limited to:

- A. Upon request of the district, the Association shall provide one (1) administrator to the teacher negotiation team during the entire negotiation period. A substitute administrator for said principal, if he is unable to attend a specific meeting, shall be subject to the approval of the chief negotiator.

Further, if the assigned administrator is required to attend negotiation proceedings during summer days he/she would otherwise not be working, he/she will be permitted to reschedule his/her contracted work days subject to the superintendent's approval.
- B. Attendance at regular meetings, special meetings, and executive sessions, if requested by the Board of Education, or the superintendent.
- C. School sponsored activities where students and adults participate (plays, dances, concerts, sports events, water shows, adult education, etc.) shall be shared equally between all principals and assistant principals at the discretion of the principal.

ARTICLE IX - Grievance Procedure

Whenever an event, condition or circumstance is caused by an alleged deviation from, or misapplication of an established practice or policy, or a violation or misapplication of a provision of this Agreement, the following procedure shall be followed:

- A. Whenever an event originates with an administrator of less than principal status, the matter must be first reviewed informally and, whenever possible, resolved with the building principal in charge. If the event originates with the building principal, the matter must first be reviewed informally, and whenever possible, resolved with the superintendent.
- B. The assistant principal and/or the administrator will state the nature of the event in writing and submit it to the superintendent. If an assistant principal initiates the letter, it will be sent through his/her principal to the superintendent.
- C. The superintendent will notify the originator of the letter of his/her decision within ten (10) school days of the time he/she received the letter. This decision will be in writing.
- D. If the person originating the letter wishes to appeal the superintendent's decision, he/she may, within ten (10) school days of receiving the decision, make appeal to the Board of Education. This appeal shall be in writing and shall be accompanied by a copy of the superintendent's decision. It will be submitted to the superintendent who will place it on the Board agenda.
- E. Within fifteen (15) school days after receiving the appeal, the Board shall grant, at the administrator's written request, an executive session to the administrator involved. The superintendent shall also be present. All parties involved in the problem shall informally discuss their position.
- F. The Board shall communicate its decision in writing to the superintendent, and he/she in turn will forward said decision to the originator of the action within ten (10) school days.
- G. The Association may, within fifteen (15) school days after the reply of the Board has been received, submit the grievance to the Labor Mediation Board for mediation and, if necessary, fact finding.

ARTICLE X - Fringe Benefits

A. Health, Dental, Life, Vision

The Board shall provide insurance coverage that is equivalent to MESSA Choices plan Pak A, with a \$5,000,000 lifetime cap through any Third party provider that the district chooses.

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

Plan A

1. District provided Health Insurance at the option of the administrator.
2. District provided with orthodontic rider 004 including internal and external coordination of benefits (COB).

3. District provided Life Insurance in an amount equal to twice the administrator's annual salary for the administrator only. Such insurance protection shall be paid to the administrator'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. District provided Vision Plan including internal and external coordination of benefits
5. Either party to this agreement may issue a notification of their intent to re-open the current collective bargaining agreement for wage and benefits only if:
 - The costs to the employer for employees health benefits and retirement contributions for members increase collectively 10% over the prior year costs; or if a 10% decrease in the number of students enrolled in the District, based upon the official 4th Wednesday blended count, and/or a \$200 decrease in the level of the foundation allowance in a single fiscal year, which results in a reduction in state funding. The District must notify the Association in writing of its intention to re-open the current collective bargaining agreement for wage and benefits only and said negotiations must begin within 30 days of this notification.
 - A 10% increase in number of students enrolled in the District, based upon the official 4th Wednesday blended count, and/or a \$200 increase in the level of the foundation allowance in a single fiscal year, which results in an increase in state funding. The Association must notify the District in writing of its intention to re-open the current collective bargaining agreement for wage and benefits only and said negotiations must begin within 30 thirty days of this notification.
6. A "Hard Cap" (PA 54) will be imposed on health care costs beginning in 13/14. Health Care Premiums above the "hard cap" amounts established by the state will be the responsibility of the member.

Plan B

Bargaining unit members not electing district provided insurance will select Plan B which includes the coverage in numbers 2, 3, and 4 above (Dental, Life and Vision) plus Fifteen Hundred Dollars (\$1,500.00) to be taken as cash.

B Short term Disability

Compensation for absence from duty due to illness beginning with the eleventh day shall be reimbursed by the insurance company. Remuneration shall be according to provisions and restrictions in the Accident and Sickness Disability Benefit Policy as provided by the carrier shall also be included in the policy.

C. Long Term Disability

The Board shall provide, without cost to the administrators, MESSA Long Term Disability Insurance with Pre-Existing Condition Waiver, Freeze on Offsets, and Alcoholism/Drug and Mental/Nervous features for each administrator. Benefits shall be paid at sixty-six and two-thirds per cent (66 2/3%) of salary and shall begin after expiration of three hundred sixty-five (365) calendar days.

D. Tax-Deferred Annuity

To contribute to a tax-deferred annuity pursuant to 403(B) of the Internal Revenue Code, the

administrator shall enter into a salary-reduction agreement in accordance with applicable law and plan terms.

In the event that there are two third party administrators for the 403(B) and 457 plans; Administrator's hired before January 1, 2010 may choose from either plan.

E. Reimbursement of Educational Costs

For credits earned from an accredited university beyond the MA +30 step, hours earned as a requirement for certification are at the administrator's expense. Credits in or related to education administration earned beyond those required will be reimbursed by the district upon satisfactory completion unless those credits are intended to be applied to an Ed.S., Ph.D. or Ed.D.

ARTICLE XI - Leaves

A. Sick Leave

The Sick Leave Policy in effect will be covered by the Board for the first ten (10) days, and thereafter the insurance company selected by the Board becomes the carrier.

1. Absence from duty for any one (1) or all of the first ten (10) days shall result in no loss of pay when the administrator is sick or quarantined or has personal business.
2. Absence from duty, not chargeable to the above ten (10) days, not to exceed three (3) days per bereavement, shall include death in the immediate family--husband, wife, son, son-in-law, daughter, daughter-in-law, brother, sister, administrator's or spouse's parents, grandparents and grandchildren. Absence from duty, not chargeable to the above ten (10) days, not to exceed one (1) days per bereavement, will be allowed for the death of an aunt, uncle, first cousin, niece, nephew, brother-in-law, or sister-in-law. The administrator must attend the funeral to use one or more days above. An administrator shall lose three sick days for each day abused under this section.
3. Upon Retirement from the District, or upon resignation from the District after at least four consecutive years of service, employees with over 20 sick days of accrued sick days (accrued after the beginning of the 1997-98 school year), shall receive an additional one-time payment equivalent to the following schedule:
 - a) For Accumulated sick days in excess of 20 but fewer than 40, the employee will be paid 10% of the current daily rate for all accrued days;
 - b) For Accumulated sick days in excess of 39 but fewer than 60, the employee will be paid 12.5% of the current daily rate for all accrued days;
 - c) For Accumulated sick days in excess of 59 but not more than 75, the employee will be paid 17.5% of the current daily rate.
 - d) This "sick day payout" provision shall not apply to any employees hired after July 1, 2009.
4. In order to be paid for the day, the administrator 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 bereavement or jury duty will not result in docking of pay.
5. Absence of duty not chargeable to the above ten (10) days and not to exceed three (3) days shall include:
 - a) Serious illness in the immediate family requiring necessary medical attention to include: father, mother, husband, wife, dependent son or daughter, brother or sister, residing in the same

household.

- b) Absences due to pregnancy and pregnancy related illnesses or injuries.

Medical certification of illness within a seven (7) day period is necessary for remuneration. Circumstances beyond the control of the employee to produce a statement within seven (7) days will be reviewed by the superintendent.

B. Business Leave

1. Personal business as defined herein shall mean an activity that requires the administrator to be absent during the work 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 business days. It is necessary for an administrator to be physically on duty at least one half (1/2) full day between business leave absences and holidays or vacation periods.
2. An administrator shall lose three sick leave days for each and every business day if an administrator misses immediately before or after a vacation period except for an emergency leave. An emergency leave is defined as a situation which is beyond the immediate control of the administrator. Action on the emergency leave is subject to the approval of the superintendent.
3. Exception to business leave days:
 - a) A business leave day shall not be taken immediately prior to or at the end of any vacation period except as indicated.
 - b) Business leave days shall not be taken immediately prior to the last day of the school year.
 - c) Workmen's Compensation-- If incapacity extends beyond one (1) week, compensation shall begin on the eighth day after the injury. If incapacity continues for two (2) weeks or longer or if death results from the injury, compensation shall be computed from the date of injury

C. Jury and Court Leave

1. Jury Leave

An administrator of the School District of the City of Harper Woods absent from duty because of jury duty and who cannot be excused from same shall be paid the difference between jury duty pay and his/her regular daily pay for the time served.

2. Witness in Court

An administrator subpoenaed to testify as a witness in court shall be paid the difference between witness fee and his/her regular daily pay.

D. Military Leave

A military leave shall be granted to any administrator who is ordered to active duty in the Armed Forces of the United States. Upon returning from military service, he shall be assigned to a position comparable to the position held at the time of leaving. He shall be entitled to the increments indicated in the Federal Law on salary schedule during his leave of absence.

If any administrator, who is a member of a branch of the Armed Forces, Reserve, or National Guard, is ordered to active duty for a two (2) week period, he will be granted a leave of absence with pay, less military pay.

ARTICLE XII - Miscellaneous

A. Personal Property of Administrators

The Board agrees to establish for each school year a fund of \$100.00 to be used for settling all claims of administrators 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 administrator must file a report with the police department when theft or malicious destruction is involved.

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 two hundred dollars (\$200.00).

B. Mileage Reimbursement

Mileage requests approved by the superintendent shall be paid at the IRS rate. Requests for such reimbursements may be submitted monthly or once per semester.

ARTICLE XIII - Board Rights and Responsibilities

A. Board Support

The Board recognizing that administrators are frequently exposed to situations of great stress and pressure, hereby agrees to render to the administrators all encouragement and support within the scope of their employment as administrators and within the limits of policies of the Board which are in effect at that time.

B. Board Right Clause

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 policies of the Board as set forth in any manner whatsoever, or powers 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 changed by the Board, and further, not by way of limitation but by way of additions, 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 shall be limited only by the specific express provisions of this Agreement.

C. Administrator and Board Relations

The parties hereby mutually acknowledge that the laws of the State of Michigan impose certain restrictions on their conduct towards each other. The Board, therefore, agrees that it will meet its obligations as defined in Act 336, P.A. 1947, as amended, and the Association agrees that no administrator shall engage in a strike as also defined in the above mentioned Act. Nothing in this section shall be construed to constitute a waiver of any right, procedural or substantive, occurring to either party under the above same act.

D. Distribution of Agreement

The Board shall be responsible for the typing, printing and preparation of sufficient copies of this Agreement for distribution by the Association to each member of the bargaining unit.

- E. If any provision of this agreement or previous contractual language is found to be contrary to the law, then said provision shall be deemed invalid except to the extent permitted by the law, but all other provisions or applications shall continue in full force and effect. In addition, any such provision or application found contrary to the law shall not be subject to the grievance procedure.

ARTICLE XIV - Duration of Agreement and Severability

A. Duration of the Agreement

This Agreement shall be effective as of July 1, 2013 for a term of four (4) years, 2013-14, 2014-15, 2015-16, 2016-17 (wage and benefit re-opener). Either party agrees to provide written notice to the other requesting the beginning of negotiations for a new Contract after April 1, 2017. The first negotiations session shall be held not later than fifteen (15) days after receiving notification to begin negotiations of a new Contract unless otherwise mutually agreed.

Negotiation sessions shall not be conducted during scheduled working hours.

B. Severability

The terms and conditions of this Agreement are subject to the laws of the State of Michigan and in the event that any provision is held to be invalid by a Court of Competent jurisdiction, the Attorney General, or by any other Administrative Agency of the Attorney General, or by any other Administrative Agency of the State of Michigan, such determination shall not invalidate the remaining provisions of this Agreement.

ARTICLE XV - Termination Clause


This Agreement, all of its provisions and appendices, shall become effective July 1, 2011, and shall continue to be in effect until midnight June 30, 2017, when it shall terminate. Nothing in this Agreement or its appendices shall survive said termination date. Notwithstanding the foregoing however, this Agreement shall not become effective unless and until it is:

1. Ratified by a majority of the members of the bargaining agent voting at a meeting duly called for such purpose; and
2. Approved by the Board of Education of the School District of the City of Harper Woods by resolution duly adopted.

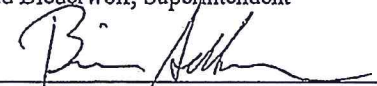
In addition, the Association agrees to be represented on a committee established by the Board to consider health insurance alternatives.

In witness whereof, the parties hereto have set their hands.

BOARD OF EDUCATION

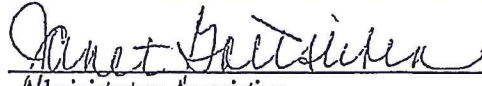
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Todd Biederwolf, Superintendent

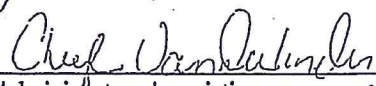


Brian Selburn, President

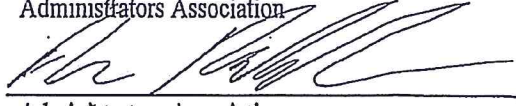
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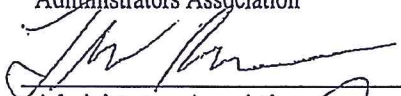
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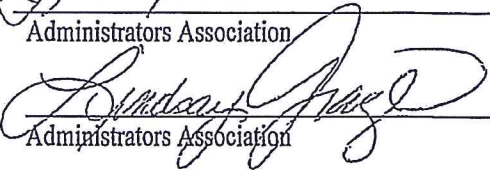
Administrators Association



Administrators Association



Administrators Association



Administrators Association

APPENDIX A – Salary/Compensation Schedules

1. A seven step salary schedule as exhibited in Appendix A will be implemented. Only the single most advantageous from among step, post degree or longevity will be implemented in any single fiscal year. Each successive year, compensation enhancements already accrued will remain in effect and the administrator will again select from the most advantageous of step, post degree or longevity if the administrator is eligible for any of these compensation enhancements.
2. Beginning with the 2011-12 school year and thereafter, administrators shall not advance to a new salary step, longevity step or lane change until a new agreement has been ratified by the parties.
3. Members who are not new to the association in the 11/12 school year and/or who are not receiving steps, such members may, at their option, in the month of June reduce their sick bank by three days or less and receive 80% compensation of their daily rate for these days. This provision is only for the 11/12 school year.
4. A Step Freeze shall be in effect for the 2012/2013 year for all members.
5. Other Compensation Schedules:

Stipend for Post-Masters Degree

Ed.S.	\$2,950
Ph.D. or Ed.D.	\$2,050

Longevity Clause

Each administrator shall receive a longevity payment at the conclusion of the 2013/14-2016/17 school year for each year of service to the Harper Woods School District as follows:

15 - 19 years	20 - 24 years	25 + years
\$950.00	\$1,700.00	\$2,700.00

Administrator
Appendix A
Salary Schedule

	<u>2013-14</u>	<u>2014-15</u>	<u>2015-2016</u>
		(+1.5%)	
<u>Secondary Assistant/AD/Transportation Director</u>			
ASST1	88,208.82	89,531.95	89,531.96
ASST2	91,980.00	93,359.70	93,359.70
ASST3	96,068.00	97,509.02	97,509.02
ASST4	98,725.20	100,206.08	100,206.08
ASST5	100,360.40	101,865.81	101,865.81
ASST6	102,200.00	103,733.00	103,733.00
ASST7	104,483.86	106,051.12	106,051.12
<u>Elementary Principal & Director of Academic Accountability & Student Services</u>			
ELEP1	88,208.82	89,531.95	89,531.95
ELEP2	90,447.00	91,803.71	91,803.71
ELEP3	93,104.20	94,500.76	94,500.76
ELEP4	96,068.00	97,509.02	97,509.02
ELEP5	98,623.00	100,102.35	100,102.35
ELEP6	101,325.17	102,845.05	102,845.05
ELEP7	103,693.14	105,248.54	105,248.54
<u>Secondary Principal</u>			
SECP1	91,298.33	92,667.81	92,667.81
SECP2	94,535.00	95,953.03	95,953.03
SECP3	97,601.00	99,065.02	99,065.02
SECP4	100,667.00	102,177.00	102,177.00
SECP5	103,733.00	105,289.00	105,289.00
SECP6	106,799.00	108,401.00	108,401.00
SECP7	109,234.43	110,873.00	110,873.00
<u>Director of Special Education</u>			
SPEED1	80,500.00	81,707.50	81,707.50
SPEED2	83,108.50	84,355.13	84,355.13
SPEED3	85,717.00	87,003.00	87,003.00
SPEED4	88,325.00	89,650.00	89,650.00
SPEED5	90,933.00	92,297.00	92,297.00
SPEED6	93,533.00	94,936.00	94,936.00
SPEED7	96,151.00	97,593.27	97,593.27

- d. 1.5% add to the salary scale in 14/15
- e. 16/17 TBD as part of wages and benefits re-opener
- f. Full Step in 13/14
- g. No step in 14/15
- h. Full Step in 15/16
- i. 16/17 TBD as part of wages and benefits re-opener