

8/31/2001

MASTER AGREEMENT

BETWEEN

**THE BOARD OF EDUCATION OF
THE SCHOOL DISTRICT OF THE
CITY OF HARPER WOODS**

AND

MEA/NEA LOCAL 1

1999/2000

2000/2001

Harper Woods School District

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PREAMBLE

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

ARTICLE I - RECOGNITION, DEFINITIONS, DUES CHECKOFF, 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" is 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 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 July, 1993, 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. Said notices and other Association materials may also be circulated through existing office mail service, and may be placed in employee's 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 lunch time of the employees involved.

D. Use of Facilities

School rooms 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 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 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.
 - A. 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. The Board will strive to notify members of the bargaining unit of their tentative assignment for the forthcoming school year by the end of the school calendar year.
4. 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).
 - A. Notices of tentative assignment for the forthcoming school year shall not limit the Board of Education from altering tentative assignments to meet unforeseen circumstances.
5. The determination of eligibility shall be based upon the following criteria of qualification:
 - 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 must present a major in the teacher's assignment with this exception:
 - (1) A teacher possessing a minor in the potential area (s) of assignment but possessing greater seniority, the teacher with greater seniority will be retained in the position if he/she presents a plan approved by an accredited institution of higher education, which will require the teacher to complete eight (8) semester hours or it's equivalency in a twelve (12) month period, but in any case, complete the requirements assigned, within eighteen (18) months following the original notification of deficiency.
- G. 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.
- H. The teacher shall have experience within level within district except where the teacher who has a major and certification without experience in level shall be placed in a position, seniority permitting, which reflects the organizational pattern of the school district.

B. Vacancies - Definitions, Notification, Filing

1. Vacancies

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

- (1) newly created position
- (2) resign
- (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 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 members 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, and when two or more employees have the same seniority date, the following will determine position in the seniority list in the order listed:
 - A. Highest degree held: (Applicable to education) If same, then
 - B. Semester hours granted past the highest degree: If same, then
 - C. Total teaching years: If same, then
 - D. Last four (4) digits of the Social Security number of the teacher--highest number having highest seniority.
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. All administrators and supervisors as of September 1, 1984 shall be carried on the seniority list at the level of their proper seniority date and shall continue to accumulate seniority on such list and will assume that position on the seniority list should they be laid off from their administrative position and be returned to teaching status. Any teacher who is transferred to or hired into an administrative or supervisory position after September 1, 1984 shall retain 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. First year probationary teachers according to qualification and certification as outlined in Section A above and seniority.
 - C. Second year probationary teachers according to qualification and certification as outlined in Section A above and seniority.
 - D. Tenure teachers according to qualification and certification as outlined in Section A above and seniority.
5. Qualification and Certification
 - A. The most senior teacher shall be retained in positions providing they meet the qualification and certification as defined in Section A above. If a more senior teacher is not qualified and certified as defined in Section A above he/she shall be notified that he/she must within thirty (30) days present to the Superintendent a plan of education to become qualified. Such plan must lead to the completion of a major within eighteen (18) months, 8 semester hours of which must be completed within the first 12 months. At the end of the 30 days a teacher who has not submitted a plan may be subject to a layoff.
 - B. In order to prove that the teacher is qualified, the teacher must present transcripts showing that he/she has earned a major in the subject area of major assignment not later than eighteen months following the notification

of lack of qualification, as defined in Section A above. An official letter from the accrediting institution may be submitted for temporary proof of completion of all requirements. If the teacher, so employed by this provision, does not complete this plan proposed said teacher will be laid off.

6. A laid off bargaining unit member, shall upon application be granted priority status on the district's substitute teacher list.
7. 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.
8. 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 order 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 qualification.
7. All applicants will be informed in writing as to the disposition of their application.

ARTICLE VII CALENDAR - (See Appendix B)

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 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.

B. Preparation Time

1. During the elementary student instructional day, elementary classroom teacher's preparation time will be as follows:
 - A. Kindergarten through third grade teachers shall receive no less than 225 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 225 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 225 minutes per week.
 - A. 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 225 minutes per week as assigned by the Building Principal and outside of the approved student instructional day.
3. 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.

4. Preparation time and special classes are to be assigned by the Building Principal.
5. 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.
6. Secondary teachers shall be scheduled for five (5) assigned periods or its equivalent time plus one (1) preparation period per day.
7. 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.

8. In the event the district goes to a middle school concept, this section of the Master Agreement shall be open for negotiations.

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. On Fridays and days preceding holidays, teachers may leave ten (10) minutes prior to the close of their regularly assigned day.
3. 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.

4. 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 lunch period.
2. Teachers may volunteer for lunch room supervision and shall receive compensation of Fifteen Dollars (\$15.00) 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 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 students 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
 - A. 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.

B. Secondary Parent/Teacher Conferences

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

One afternoon conference from 12:15 - 3:15 p.m.

One evening conference from 6:00 - 9:00 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 - 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 appraised 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 and providing written summaries of those observations together with any recommendations the administrator may have for the bargaining unit member. Probationary bargaining unit members shall be so observed at least three times per year, tenure teachers and other continuing contract bargaining members shall be so observed at least once every two years.
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. 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 an Administrator believes a bargaining unit member is doing unacceptable work, the reasons, therefore, shall be set forth in specific terms. The administration 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. The Administrator shall hold a post observation 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 recommendation may submit a written answer which shall be attached to the file copy of the observation 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.

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 X - 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.
 - A. Such Appendix C Salary Schedule shall remain in effect without deviation during the designated periods.
2. The salary schedule set forth in Appendix C is based upon 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

B. MA/MS; MA/MS + 15; MA/MS + 30; ED. SPEC.; PH.D. OR EDD.

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. or EDD 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:

- 20th Century Mutual Fund Corporation
- Fidelity Service Company
- Metropolitan Life Insurance Company
- Michigan Education Association
- Washington National
- 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.

ARTICLE XI - LEAVE POLICIES

A. Personal Business/Sick Leave, Sick Leave Bank, Long Term Disability

1. Personal Business/Sick Leave. 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 business days. The 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. The Association will appoint a sick bank committee for the purpose of approving applications for use of sick bank days. All teachers will be paid for all unused sick leave at the rate of forty percent (40%) of his/her daily rate of pay in the year, in which the days were accrued, upon retirement or resignation from the district. Days accumulated prior to the start of the 1996-97 school year may only be used for sick leave.

2. Sick Leave Bank - Records and Administration.

- A. 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 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.
- B. 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.
- C. 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.
- D. 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.
- E. 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.

3. Sick Leave Bank - Rules and Regulations

- A. 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.

- B. Every new teacher will contribute one (1) day to the Sick Leave Bank in each of their first and second years of employment.
- C. 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.
- D. 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).
- E. When days taken due to sickness/illness are compensable under the Michigan 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 a business office. Use of Sick leave Days, in this case, is subject to rules and regulations of the Sick leave Bank.

4. Sick Leave Bank - Bank Usage

- A. 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).
- B. 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.
- C. A member who has, in any given year, drawn from the Sick Leave Bank may re-enter the bank after five (5) consecutive days with any medically documented illness or disability.
- D. 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.

- E. 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.
 - F. Elective surgery should not be considered an appropriate use of sick bank days.
 - G. A member may not use any more than 170 consecutive Sick Leave Bank days. After use of these days, a member may request placement on long-term disability insurance.
 - H. If a teacher exhausts the 170 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.
 - I. The committee recommends each member save as many days per year as possible, so as to avoid the possibility of being docked wages.
 - J. If any emergency occurs that is not covered by this document, the Sick Leave Bank Committee will be convened to review said emergency.
5. Teacher absent from work due to an outbreak in his/her school of mumps, scarlet fever, measles, chicken pox, scabies 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.
 6. Teachers must be present for the last half day session of school 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.
 7. 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.
 8. 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.

9. Any employee who is absent for five (5) consecutive school days may be required to present a written medical certificate.

B. Contingency Fund

1. A contingency leave fund of forty two (42) days will be in effect for each school year of this contract. Of this total, up to twenty (20) full days or forty (40) half-days shall be made available to the President of the Association for Association business.
2. The Association shall monitor, approve and notify the Board of Education of said approvals, of all requests for leave from the contingency fund.

C. 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.

D. Jury Leave

1. An employee 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 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.

E. Court Appearance

1. If an employee is subpoenaed to appear in court as a witness, said employee shall not be deducted in pay for time served nor shall time loss be charged against the employee's sick/personal leave time.

2. 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 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.

F. 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 B.
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.

G. 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.

H. Family Medical Leave Act

The Family Medical Leave Act shall be governed pursuant to the board policy as adopted by the Board on May 1, 1995. 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 XII - 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 child care 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 benefitted.
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

- A. 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 as 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. Leave of absence not covered in other sections of this agreement

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 XIII - 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 XIV - 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 XV - 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 XVI - 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 XVII - 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.

ARTICLE XVIII - 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 shall be issued no later than twenty (20) school days after the beginning of each 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 XIX - 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 Super Care I Health Insurance: When appropriate MESSA Super Med I or MESSA Limited Medicare Supplement, and Medicare, Part B, premium shall be paid on behalf of the teacher, his/her spouse and/or dependents eligible for Medicare.
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 Fifty Thousand Dollars (\$50,000) 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 including internal and external coordination of benefits.

Plan B

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

B. Long Term Disability

The Board shall provide, without cost to the teachers, MESSA Long Term Disability Insurance with maternity Coverage, Pre-Existing Condition Waiver, Freeze on Offsets, and Alcoholism/Drug and Mental/Nervous features for each teacher. Benefits shall be paid at sixty-six and two-thirds per cent (66 2/3%) of salary to a monthly maximum of Five Thousand Dollars (\$5,000.00) and shall begin after expiration of three hundred sixty-five (365) calendar 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 XX - 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 XXI - RETIREMENT CONTRIBUTION SHIFT

A. Retirement Contribution

In 1977 the state legislature shifted the 5% retirement contribution paid by teachers to the Board. In the event the legislature shifts the 5% retirement contribution, or any part thereof, back to the teachers, the Board will upon the effective date of such shift, increase the salaries of teachers by the same percent of the retirement contribution that is shifted back to the teachers, but not to exceed the 5% which was shifted to the Board in 1977.

ARTICLE XXII - COST OF LIVING ADJUSTMENT (COLA)

A. CPI

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.

ARTICLE XIX - 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 Super Care I Health Insurance: When appropriate MESSA Super Med I or MESSA Limited Medicare Supplement, and Medicare, Part B, premium shall be paid on behalf of the teacher, his/her spouse and/or dependents eligible for Medicare.
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 Fifty Thousand Dollars (\$50,000) 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 including internal and external coordination of benefits.

Plan B

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

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 XXIII - 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 XIV - 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 XXV - 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 XXVI - 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 XXVII - TERMINATION CLAUSE

- A. This agreement and all its provisions and appendices, shall become effective September 1, 1996, and shall continue in effect until midnight August 31, 2001.
- B. In order to become effective per the first paragraph of this item, the agreement must be ratified by both parties.
- C. **Negotiations**

Upon written notice to the other party, any time after February 1, 2001, either party may request the opening of negotiations for a new contract. Negotiations held during the school year shall begin not prior to 3:30 p.m. unless changed by mutual agreement.

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. Driver Education Payment

Compensation for instructors in the Driver Education program will be: sixteen dollars (\$16.00) per hour.

E. Secondary Lunchroom Payment

Teachers serving in the cafeteria during lunch period shall be paid: fifteen dollars (\$15.00) per hour.

F. Homebound Teaching Payment

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

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

G. 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.

H. Cable T.V. Coordinator

Five per cent (5%) shall be applied against the Bachelor's Base Salary Schedule.

I. Athletic Director

Athletic Director shall have two (2) hour release time each day.

J. Computer Coordinator

Nine per cent (9%) shall be applied against the Bachelor's Base Salary Schedule.

K. Band Director

Twelve per cent (12%) shall be applied against the bachelor's base salary schedule.

L. Assistant Band Director

Five per cent (5%) shall be applied against the bachelor's base salary schedule.

EXTRA CURRICULAR

A. Extra Compensation

Extra compensation, in accordance with attached schedule (Appendix B) shall be paid to teachers who accept extra curricular assignments in addition to a full time instructional load.

B. Criteria/Extra Curricular Assignments

Teachers 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

1. Teachers 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.
2. 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.

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 teacher for the ensuing school year the teacher 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 teacher (Section B) from within the school district.

I. Discontinuance of Services (Probationary Teacher)

Should it become necessary to discontinue the services of an assigned teacher who has completed the probationary period, the teacher 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. Driver Education

Assignments as Driver Education teacher shall be limited to applicants from the bargaining unit who meet the provision of the laws of the State of Michigan and the Department of Education. Applications from outside the bargaining unit may be accepted only if the positions cannot be filled from within the bargaining unit.

K. Sponsor/Coach

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

L. Evaluation

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

M. Extra Curricular Activities Payment Schedule:

BEACON SCHOOL	
1.25%	Elementary Music Program
1.00%	Language Arts Coordinator
1.00%	Math Coordinator
1.00%	School Improvement Chairperson
1.00%	Science Coordinator
1.00%	Social Studies Coordinator

TYRONE SCHOOL	
2.00%	Drama Elementary
3.00%	Elementary Intra-mural
1.25%	Elementary Music Program
1.00%	Journalism Coordinator
1.00%	Language arts Coordinator
1.00%	Math Coordinator
1.25%	Quiz Bowl
1.00 %	School Improvement Chairperson
1.00%	Science Coordinator
1.25%	Service squad
1.00%	Social Studies Coordinator
2.00%	Student Council
Each chorus will present a minimum of one (1) and a maximum of two (2) programs per building per year at 1.25% per program.	

SECONDARY SCHOOL

12.00%	Athletic Director
9.00%	Baseball/Softball
12.00%	Basketball Varsity
5.00%	Cheerleaders/Varsity & Junior Varsity
5.00%	Class Play
1.50%	Eighth Grade Coordinator
4.50%	Eighth Grade sport/baseball, softball, football, volleyball, basketball*
1.0%	Eighth Grade Science Coordinator
2.00%	Eighth Grade/cheerleading
10.0%	Football - Varsity Head Coach
2.50%	Freshman Class Coordinator
2.00%	Interact
3.50%	Junior Class Coordinator
3.00%	Junior High Coordinator
5.00%	Junior Varsity Baseball
9.00%	Junior Varsity Basketball
6.00%	Junior varsity Football**
5.00%	Junior Varsity Softball
4.00%	Middle School Dance Team
1.50%	National Honor Society
1.00%	School Improvement Chairperson
2.00%	School Newspaper
5.50%	Senior Class Coordinator
4.50%	Seventh Grade Softball*
4.50%	Seventh Grade Baseball*
4.50%	Seventh Grade Basketball*
7.00%	Soccer
2.50%	Sophomore Class Coordinator

SECONDARY SCHOOL (CONTINUED)

2.00%	Spanish Club
2.00%	Student Council
1.00%	Thespians
9.00%	Track & Cross Country
7.50%	Varsity Assistant Football
9.00%	Varsity Baseball
9.00%	Varsity Softball
5.00%	Volleyball/Junior Varsity
9.00%	Volleyball/Varsity
12.00%	Wrestling
5.00%	Assistant Wrestling***
2.00%	Yearbook-Full Program
*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.	

HARPER WOODS PUBLIC SCHOOL CALEINDER
1999-2000
Tyrone and Beacon Elementary Schools

FIRST SEMESTER:

Wednesday	August 25	Teacher in-service
Thursday	August 26	Teacher in-service
Tuesday	August 31	Students report for a half day
Thursday	September 2	Labor Day recess, school closes end of day
Tuesday	September 7	School reopens
Wednesday	September 22	1/2 day
Friday	October 29	1/2 day
Thursday	November 11	1/2 day conferences
Friday	November 12	1/2 day conferences
Wednesday	November 24	Thanksgivin- recess, closes at the end of morning classes
Monday	November 29	School reopens
Friday	December 17	Winter recess school closes end of day
Monday	January 3	School reopens
Monday	January 17	Teacher in-service
Friday	January 21	1/2 day, records day

SECOND SEMESTER:

Friday	February 18	Mid-Winter recess, school closes at end of day
Monday	February 28	School reopens
Wednesday	March 22	1/2 day
Thursday	April 13	1/2 day conferences
Friday	April 14	1/2 day conferences
Thursday	April 20	Spring-break begins at the end of morning classes
Monday	May 1	School reopens
Monday	May 29	Memorial Day recess
Wednesday	June 14	1/2 day
Thursday	June 15	1/2 day
Friday	June 16	Teacher in-service

Student Days 181
Teacher Days 185

HARPER WOODS PUBLIC SCHOOL CALEINDER
1999-2000
Middle/High School Calendar

FIRST SEMESTER:

Wednesday	August 25	Teacher in-service
Thursday	August 26	Teacher in-service
Tuesday	August 31	Students report for full day
Thursday	September 2	Labor Day recess, begins end of day
Tuesday	September 7	School reopens
Wednesday	September 22	Early Release
Wednesday	October 27	Early Release
Thursday	November 5	End of First Card Marking
Friday	November 15	Conferences (students a.m. only)
Wednesday	November 24	Thanksgivin- recess, school closes end of a.m.
Monday	November 29	School reopens
Friday	December 17	Winter Recessbegins end of day
Monday	January 3	School reopens
Monday	January 17	Teacher in-service
Thursday	January 20	1/2 day student exams a.m.
Friday	January 21	1/2 day student exam a.m.

SECOND SEMESTER

Wednesday	January 26	Early Release
Friday	February 18	Mid-Winter Recess, begins end of day
Monday	February 28	School Reopens
Wednesday	March 22	Early Release
Thursday	April 7	End of Third card Marking
Friday	April 17	Conferences (Students a.m. only)
Thursday	April 20	Spring-Recess (School closes end of a.m.
Monday	May 1	School reopens
Monday	May 29	Memorial Day recess
Wednesday	June 14	1/2 day student exams a.m.
Thursday	June 15	1/2 day studens exams a.m.
Friday	June 16	Teacher in-service

Student Days 181
Teacher Days 185

HARPER WOODS PUBLIC SCHOOL CALEINDER
2000-2001
Tyrone and Beacon Elementary Schools

FIRST SEMESTER:

Wednesday	August 23	Teacher in-service
Thursday	August 24	Teacher in-service
Tuesday	August 29	Students report for a half day
Thursday	August 31	Labor Day recess, school closes end of day
Tuesday	September 5	School reopens
Wednesday	September 20	1/2 day
Tuesday	October 31	1/2 day
Thursday	November 9	1/2 day conferences
Friday	November 10	1/2 day conferences
Wednesday	November 22	Thanksgivin- recess, closes at the end of morning classes
Monday	November 27	School reopens
Friday	December 22	Winter recess school closes end of day
Monday	January 8	School reopens
Monday	January 15	Teacher in-service
Friday	January 19	1/2 day, records day

SECOND SEMESTER:

Friday	February 16	Mid-Winter recess, school closes at end of day
Monday	February 26	School reopens
Thursday	March 29	1/2 day conferences
Friday	March 30	1/2 day conferences
Thursday	April 12	Spring-break begins at the end of the morning class
Monday	April 23	School reopens
Monday	May 28	Memorial Day recess
Thursday	June 14	1/2 day
Friday	June 15	Teacher in-service

Student Days 181
Teacher Days 185

HARPER WOODS PUBLIC SCHOOL CALENDAR
2000-2001
Middle/High School Calendar

FIRST SEMESTER:

Wednesday	August 23	Teacher in-service
Thursday	August 24	Teacher in-service
Tuesday	August 29	Students report for full day
Thursday	August 31	Labor Day recess, begins end of day
Tuesday	September 5	School reopens
Wednesday	September 20	Early Release
Wednesday	October 25	Early Release
Friday	November 3	End of First Card Marking
Monday	November 13	Conferences (students a.m. only)
Wednesday	November 22	Thanksgiving- recess, school closes end of a.m.
Monday	November 27	School reopens
Friday	December 22	Winter Recess begins end of day
Monday	January 8	School reopens
Monday	January 15	Teacher in-service
Thursday	January 18	1/2 day student exams a.m.
Friday	January 19	1/2 day student exam a.m.

SECOND SEMESTER:

Wednesday	January 24	Early Release
Friday	February 16	Mid-Winter Recess, begins end of day
Monday	February 26	School Reopens
Wednesday	March 21	Early Release
Friday	March 30	End of Third card Marking
Monday	April 9	Conferences (Students a.m. only)
Thursday	April 12	Spring-Recess (School closes end of a.m.)
Monday	April 23	School reopens
Monday	May 28	Memorial Day recess
Wednesday	June 13	1/2 day student exams a.m.
Thursday	June 14	1/2 day student exams a.m.
Friday	June 15	Teacher in-service

Student Days 181
Teacher Days 185

1999-2000 SALARY SCHEDULE

STEP	BA/BS	MA/MS	MA/MS +15	MA/MS +30	ED. SPEC.	PH.D/ED
1	31,481.67	34,813.07	36,109.93	37,406.77	38,341.95	39,277.12
1.5	32,313.81	36,151.97	37,474.38	38,796.79	39,766.72	40,736.64
2	33,148.35	37,490.58	38,839.90	40,189.19	41,193.93	42,198.67
2.5	33,976.25	38,427.10	39,775.10	41,123.10	42,151.18	43,179.26
3	34,813.05	39,360.92	40,710.22	42,059.53	43,111.02	44,162.49
3.5	36,152.05	40,390.30	41,738.53	43,086.77	44,163.93	45,241.10
4	37,490.58	41,421.97	42,771.27	44,120.54	45,223.56	46,326.58
4.5	38,416.37	42,480.64	43,829.84	45,179.03	46,308.52	47,437.99
5	39,342.44	43,543.67	44,890.62	46,237.55	47,393.49	48,549.42
5.5	40,382.11	44,655.78	46,006.15	47,356.52	48,540.44	49,724.35
6	41,421.97	45,776.92	47,124.96	48,473.00	49,684.84	50,896.65
6.5	42,462.07	46,912.04	48,261.28	49,610.52	50,850.79	52,091.04
7	43,501.92	48,049.67	49,397.80	50,745.92	52,014.56	53,283.21
7.5	44,639.43	49,399.06	50,748.24	52,097.42	53,399.86	54,702.31
8	45,776.92	50,745.92	52,095.18	53,444.44	54,780.56	56,116.65
8.5	46,912.17	52,097.44	53,443.28	54,789.12	56,158.85	57,528.57
9	48,049.67	53,444.44	54,792.81	56,140.58	57,544.08	58,947.60
9.5	50,729.92	54,997.12	56,060.67	57,124.23	58,552.33	59,980.45
10	53,412.20	56,545.21	57,893.48	59,241.71	60,722.76	62,390.36
10.5	56,092.29	60,706.89	62,342.42	63,977.97	65,577.42	67,176.87
11	58,774.50	64,866.46	66,788.13	68,709.83	70,427.58	72,145.32

* Increased by 2.5%

2000-2001 SALARY SCHEDULE

STEP	BA/BS	MA/MS	MA/MS +15	MA/MS +30	ED. SPEC.	PH.D/ED
1	32,426.12	35,857.46	37,193.23	38,528.97	39,492.21	40,455.43
1.5	33,283.23	37,236.52	38,598.61	39,960.70	40,959.72	41,958.74
2	34,142.80	38,615.30	40,005.10	41,394.87	42,429.75	43,464.63
2.5	34,995.54	39,579.91	40,968.36	42,356.80	43,415.71	44,474.64
3	35,857.44	40,541.75	41,931.53	43,321.32	44,404.35	45,487.37
3.5	37,236.61	41,602.01	42,990.69	44,379.37	45,488.85	46,598.33
4	38,615.30	42,664.63	44,054.41	45,444.16	46,580.27	47,716.37
4.5	39,568.87	43,755.06	45,144.74	46,534.40	47,697.77	48,861.13
5	40,522.72	44,849.98	46,237.34	47,624.67	48,815.29	50,005.90
5.5	41,593.57	45,995.45	47,386.34	48,777.21	49,996.66	51,216.08
6	42,664.63	47,150.23	48,538.71	49,927.19	51,175.38	52,423.55
6.5	43,735.93	48,319.40	49,709.12	51,098.84	52,376.32	53,653.77
7	44,806.98	49,491.16	50,879.74	52,268.29	53,574.99	54,881.71
7.5	45,978.61	50,881.03	52,270.69	53,660.34	55,001.85	56,343.38
8	47,150.23	52,268.29	53,658.04	55,047.78	56,423.98	57,800.15
8.5	48,319.53	53,660.36	55,046.58	56,432.79	57,843.61	59,254.42
9	49,491.16	55,047.78	56,436.59	57,824.80	59,270.41	60,716.02
9.5	52,251.81	56,647.04	57,742.49	58,837.96	60,308.90	61,779.86
10	55,014.56	58,241.57	59,630.28	61,018.96	62,544.45	64,262.07
10.5	57,775.06	62,528.09	64,212.69	65,897.31	67,544.74	69,192.18
11	60,537.74	66,812.45	68,791.77	70,771.12	72,540.40	74,309.68

*Increased by 3.0%

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	PAYMENT PER YEAR
completed year 15 -19	\$ 750.00
completed year 20 - 24	\$ 1,500.00
completed year 25 +	\$ 2,500.00

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS THIS SIXTEENTH DAY OF FEBRUARY, 1999.

President Board of Education

Superintendent of Schools

President Harper Woods Education Association

President MEA/NEA Local One

LETTER OF UNDERSTANDING

between

MEA-NEA LOCAL 1, HARPER WOODS

and

HARPER WOODS BOARD OF EDUCATION

It is understood and agreed that beginning with the 1998/99 school year, the Harper Woods Board of Education will implement the equivalent of a seven (7) regular class period day at the Middle School. Middle School regular classroom teachers will have an individual preparation period equal to a regular class period and a team preparation period equal to a regular class period.

All other changes in the working conditions of bargaining unit members shall be governed by the 1996-99 Master Agreement.

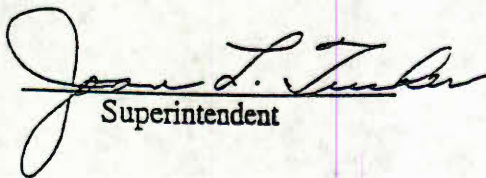
Should the Board deem this schedule not to be feasible, they will consult with the Association.

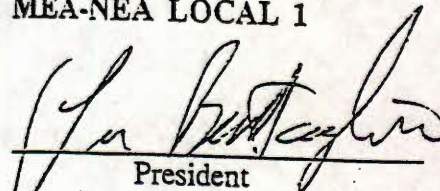
The Board and Association agree to form a committee with three members appointed by the Association and three by the Board to review the Middle School program at the end of the 1998/99 school year.

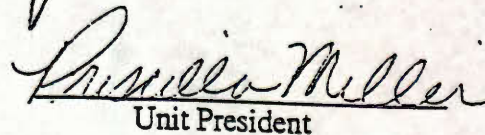
During the summer of 1998, Middle School teachers who participate at the request of the Board in the Middle School planning/implementation process outside of regular school hours will be paid at the rate of \$18 per hour. Teacher participation is voluntary.

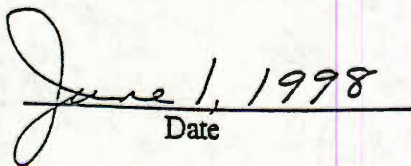
BOARD OF EDUCATION

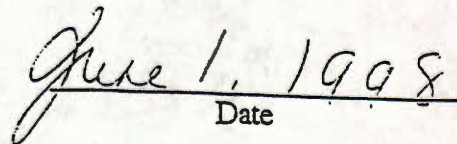
MEA-NEA LOCAL 1


Superintendent


President


Unit President


Date


Date

LETTER OF INTENT

If the state requirements for minimum days and hours of 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.

MEA-NEA LOCAL 1

HARPER WOODS SCHOOLS

Russella Miller

James R. Haley

Date: Feb. 4, 1999

Date: Feb. 4, 1999

LETTER OF AGREEMENT

BETWEEN THE

HARPER WOODS BOARD OF EDUCATION

AND THE

HARPER WOODS EDUCATION ASSOCIATION

For the life of the 1996-1999 Master Agreement the parties do hereby agree as follows:

1. Article VIII, Section B.3. shall include kindergarten (K) teachers also.
2. As long as Dan Wagberg holds the position of Athletic Director, he shall only receive one hour of release time, not the two hours required by Appendix A, Section I. Should Mr. Wagberg leave the position, the parties shall meet to renegotiate the amount of release time provided to the Athletic Director.

This represents the full and complete understanding of the parties with regard to these matters. This letter shall expire with the Master Agreement on August 31, 1999.

FOR THE BOARD

Joan L. Tucker, Ed.D.
Superintendent

DATE

July 22, 1997

FOR THE ASSOCIATION

James Bell

DATE

7-29-97