

MASTER AGREEMENT

between

HARRISON BOARD OF EDUCATION

And

HARRISON EDUCATION ASSOCIATION

July 11, 2007 – August 22, 2011

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Harrison EA Contract – 2007 – 2011

This agreement entered into this 11th day of July, 2007, by and between the School District of Harrison the City of Harrison, Michigan hereinafter called the "Board" and the Harrison Education Association, hereinafter called the "Association".

WITNESSETH

WHEREAS, the Board has a statutory obligation, pursuant to the Public Employment Relations 379 of the Michigan Public Acts of 1965, to bargain with the Association as the representative teaching personnel with respect to hours, wages, terms and conditions of employment , and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement.

In consideration of the following mutual covenants, it is hereby agreed as follows: - .

ARTICLE I – RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive and sole bargaining representatives for all teaching personnel whether under contract, on leave, on a per diem basis, employed or to be employed by the Board, excluding: Superintendent, Principals, Business Manager, and Program Directors. The term "teacher" when used hereinafter in this Agreement shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined and references to male teachers shall include female teachers.
- B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement.
- C. Except as expressly provided otherwise by the terms of this Agreement, the determination and administration of educational policy, the operation of the schools and the direction of the professional staff are vested exclusively in the Board or in the Superintendent when so delegated by the Board.

ARTICLE II – ASSOCIATION AND TEACHER RIGHTS

- A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other lawful concerted activities for mutual aid and protection. That it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association, his participation in any lawful activities of the Association or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under the Michigan General School Laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.
- C. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings, provided that when special custodial service is required, the Board will make a charge therefore. No charge shall be made for use of school rooms before the commencement of the school day nor until 6 p.m. Forty-eight hours notice will be given unless waived by building administrator. The building principal has the right to assign the room.
- D. Duly authorized representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times. Provided that in the opinion of the building principal and Association representative this will not interfere with normal school operations.
- E. The Association shall have the right to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times, when such materials and supplies incident to such use.
- F. The Association shall have the right to post notices of its activities and matters of Association concern on teacher bulletin boards, at least one of which shall be provided in each school building. The Association may use the district mail service, district mail service does not include paying postage, and teacher mail boxes for communications to teacher. No teacher shall be prevented from wearing insignia, pins, or other identification of membership in the Association either on or off school premises. Provided such insignia, pins, etc., are not distracting to normal operation of the school.

ARTICLE II – ASSOCIATION AND TEACHER RIGHTS (CONTINUED)

- G. The Board agrees to furnish to the Association in response requests from time to time all available information concerning the financial resources of the district, including but not limited to: annual financial reports and audits, register of certified personnel, tentative budgetary requirements and allocations (including county allocation board budgets), agendas and minutes of all Board meetings, treasurer's reports, census and membership data, names and addresses of all teachers, and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students together with information which may be necessary for the Association to process any grievance or complaint.
- H. The Association shall be given an opportunity to advise the Board with respect to any new or modified fiscal, budgetary or tax programs, construction programs or major revisions of educational policy, which are proposed or under consideration.
- I. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied in a manner which is not arbitrary, capricious or discriminatory and without regard to race, creed, religion, color, national origin, age, sex, marital status.

ARTICLE III – BOARD RIGHTS

- A. The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the School Code, the laws of the State, the Constitution of the State of Michigan and/or the United States when not in conflict with the provisions of this agreement. Such rights, duties, etc. shall include, by way of illustration, the right to:
1. Manage and control its business, its equipment and its operations and to direct the working forces and affairs of the entire school system.
 2. Continue its rights, policies and practices of assignment and direction of its personnel, determine the number of personnel, and schedule all the foregoing.
 3. Direct the working forces, including the right to establish positions, to hire, evaluate, suspend and discharge employees, transfer employees, assign work or duties to employees, determine the size of the work force and to lay off employees, subject to the conditions of this master agreement.
 4. Determine the services, supplies and equipment necessary to continue its operation and to determine all methods and means of distributing the above and establishing standards of operations, the means, methods and processes of carrying on the work.
 5. Determine the policy affecting the selection of employees.
 6. Take whatever actions may be necessary in situations of emergency caused by an Act of God.
- B. In meeting such responsibilities, the Board acts through its administrative staff. Such responsibilities include: the establishment of educational policies; the construction, acquisition and maintenance of school buildings and equipment; the evaluation, discipline, and termination of employees; and the establishment and revision of rules and regulations governing and pertaining to work of its employees, not in conflict with this master agreement.

ARTICLE IV – AGENCY SHOP

- A. The Board agrees that it shall be a condition of employment that all teachers who are presently Association members, all teachers who hereafter become Association members and all new teachers employed after the 30th day of June, shall either:
1. Sign and deliver to the Board an assignment authorizing deduction of membership dues of the Association and such authorization shall continue in effect from year to year unless revoked in writing between June 15 and September 1.
 - Or
 2. Cause to be paid to the United Profession a representation fee equivalent to the dues of the United Profession within 60 days after the commencement of employment. In event the representation fee shall not be paid, the Board, upon receiving a written and signed complaint from the Association indicating the teacher has failed to comply with this condition, shall process said complaint in accordance with the Teacher's Tenure Act; the charging party being the Association, if said teacher is a tenure teacher or in the event the teacher is a probationary teacher, the Board shall immediately notify said teacher his services shall be discontinued at the end of the then current semester unless prior to employing a replacement teacher, the Board of Education shall receive written notification from the Association and the teacher that said dues have been paid in full and said complaint is withdrawn. It is expressly understood that in the event the Board of Education shall hire a new teacher to replace a probationary teacher under the terms of this article, then and in that event neither the Association nor the teacher shall have a right to withdraw said complaint, it being recognized by the Association and any teacher employed under the terms of this contract that the Board has a reasonable right to proceed to replace a teacher against whom charges have been filed hereunder. The refusal of said teacher to contribute fairly to the cost of negotiation and administration of this and subsequent agreements is recognized as just and reasonable cause for the Board of Education.
 3. The Association agrees to indemnify and save the Board and including each individual school board member, harmless against any and all claims, demands, costs, suits, or other forms of liability including back pay and all court or administrative agency costs that may arise out of or by reason of, action by the Board for the purpose of complying with this Agreement.
- B. Upon written authorization from the teacher the Board shall deduct from the salary of any teacher and make appropriate remittance for annuities or other plans or programs jointly approved by the Association and the Board.

ARTICLE V – TEACHING HOURS AND CLASS LOAD

- A. The daily teaching load for the High School will be five and five-sixths hours (350 minutes) of teaching and one (1) hour of preparation. The daily teaching load for the Middle School shall be five and five-sixths hours (350 minutes) of teaching and one (1) hour of preparation. The daily teaching load for the Elementary will be an amount of time that would equal five and five-sixths student contact hours (350 minutes) per day plus the daily average of allotted specialty class instruction (currently 20 minutes per day). But, not to exceed twenty-nine and one-sixth student contact hours (1750 minutes) per week or thirty (30) minutes a day of specialty class instruction time.
- B. The teacher will be in the building twenty-five (25) minutes before school and at their first teaching station fifteen (15) minutes before their first class begins. Teachers shall be permitted to leave ten (10) minutes after the close of the pupils day.

Teachers shall remain for a sufficient period after the close of the pupils' school day and attend to those matters which properly require attention at that time, including consultation with parents when scheduled directly with the teacher, except that on days preceding holidays or vacation, and on Fridays the teachers' day shall end at the close of the pupils' day.

Teachers shall attend staff meetings or other meetings called by the administration. Two (2) days notice will be given prior to meetings scheduled by the administration, except in cases of emergency.

- C. The Board shall provide a duty free lunch period for each teacher, except in emergency situations. The period shall be not less than thirty (30) minutes nor more that forty (40) minutes.
- D. Elementary teachers will be provided two ten (10) minute relief periods each day. In addition, elementary teachers may use for preparation all time during which their classes are receiving instruction from various teaching specialists.
- E. No departure from these norms, except in case of emergency, shall be made without prior consultation with the Association.

ARTICLE V – TEACHING HOURS AND CLASS LOAD (Continued)

- F. If a teacher shall teach more than the normal teaching load as set forth in this Article, he shall receive additional compensation of twenty-nine dollars and sixty-nine cents (\$29.69) for each teaching period in excess of such norms. This rate shall be adjusted annually by the same percentage of any increases of Schedule B-1, beginning with the 2001-2002 Schedule B-1. Each school shall be limited to a maximum of three (3) classes as defined above, with a maximum in the school district of four (4) classes.
- G. A teacher engaged during the school day in negotiating on behalf of the Association with any representative of the Board or participating in any professional grievance negotiation, including arbitration, shall be released, following notification, from regular duties without loss of salary.

ARTICLE VI – SPECIAL STUDENT PROGRAM

- A. The parties recognize that children having special physical, mental and emotional problems may require specialized classroom experience and that their presence in regular classrooms may interfere with the normal instructional program and place extraordinary and unfair demands upon the teacher. Special attention will be given to reducing class size where special students are placed in a regular classroom.

ARTICLE VII – TEACHING CONDITIONS

The parties recognize that optimum school facilities for both student and teacher are desirable to insure the high quality of education that is the goal of both the Association and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed toward insuring that the energy of the teacher is primarily utilized to this end.

A. Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that pupil-teacher ratio should be lowered wherever possible to meet the following optimum standards. Aides are not to be counted in the pupil-teacher ratio. However, at no time shall the following maximums be exceeded without immediate implementation of Article VII, Section B.

1.	<u>Elementary</u>	<u>Optimum</u>	<u>Maximum</u>
	Kindergarten	20	25
	Grades 1-2	20	25
	Grades 3-6	22	28
	Combination	20	26
2.	<u>Secondary</u> (except Music, Band, PE)	24	28*
	Music	30	40
	Band	---	No Maximum
	Physical Education	32	42
3.	Special Education	As per the Special Education Administrative Rules	

*A secondary teacher's full schedule shall not exceed an amount equivalent to five times the stated maximum with a maximum allowable in any one class being 32, except for Physical Education and music classes, which may be beyond the stated maximum.

ARTICLE VII – TEACHING CONDITIONS (Continued)

- B. Whenever the Board surpasses maximum class size (as defined in Article VII, Section A), The Principal and Teacher shall immediately notify the Board of said infraction. The Board will pay the effected teacher \$4/pupil/day over the maximum. Such payments(s) shall begin on the third school day the infraction occurred and will continue for the duration of the infraction. Payment is to be made on the first pay period following the close of each marking period in which said infraction takes place.
- C. To allow the Board an opportunity to balance class size at the start of each school year, the provisions of Article VII, Section B will not begin to apply until the first school day after the official state Fourth Friday Count. If any infraction of the class maximum exists at this point, then all payments shall be retroactive to the first day of overage, for those students continuing in violation of maximum numbers.
- D. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests, questionnaires, and similar materials are the tools of the teaching profession. The parties will confer from time to time for the purpose of improving the selection and use of such educational tools and the Board undertakes promptly to implement all joint decisions thereon made by its representative and the Association. The board agrees at all times to keep the schools reasonably equipped and maintained.
- E. The board agrees to make available in each school adequate typing, duplicating, stencil and mimeograph facilities and clerical personnel to aid teachers in the preparation of instructional material.
- F. The Board will provide:
 - 1. A desk for each teacher in the district with drawer space.
 - 2. Suitable closed space for each teacher to store coats, overshoes and personal articles.
 - 3. Adequate chalkboard space in every classroom.
 - 4. Copies, exclusively for each teacher's use, of all texts used in each of the courses he is to teach.
 - 5. Adequate storage space in each classroom for instructional materials.

ARTICLE VII – TEACHING CONDITIONS (Continued)

6. Adequate attendance books, paper, pencils, pens, chalk, erasers and other such material required in daily teaching responsibility.
 7. Gym uniforms for physical education teachers, laboratory coats for laboratory science teachers, shop coats for industrial education teachers. The school will provide said items and teachers will launder said items.
- G. To relieve teachers of cafeteria, patrol and bus duty not less than two (2) full time aides will be engaged in each elementary school responsible to the administration. The aides will handle patrol duties, inventorying of supplies and equipment, duplication of teaching materials, collecting moneys for milk and lunch and similar responsibilities.
- H. Under no conditions shall a teacher be required to drive a school bus as part of his regular assignment.
- I. The Board shall make available in each school adequate lunch area, restroom and lavatory facilities primarily for teacher use and at least one room, appropriately furnished, which shall be reserved for use as a staff lounge. Smoking privileges shall be in concurrence with current state law.
- J. Office telephone facilities shall be made available to teachers for their emergency use, toll calls paid for by the caller.
- Telephones will be made available in the teachers' lounge for local calls. Toll calls to be paid for by the caller.
- K. Upon the request of the Association, coffee vending machines shall be installed in the teachers' lounge and lunchroom areas. The proceeds from all such machines shall be placed in a student scholarship fund created for that purpose. Said scholarship fund shall be administered by the Association.
- L. Adequate off street parking facilities shall be provided, adequately lighted, and properly maintained exclusively for employee use.
- M. Teachers will not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being, except in cases of immediate danger to the health and welfare of the students.

ARTICLE VII – TEACHING CONDITIONS (Continued)

- N. The Board agrees to relieve all teachers of playground duty and supervision of playground aides, except for those teachers who accept the duties for compensation as stated in Article XX.
- O. The Board agrees to relieve all teachers of the tasks of initial enrollment. Teachers shall be required to keep attendance records for each class in accordance with school district policies.
- P. It is the full responsibility of all teachers to grade report cards, but not to transfer grades and other information to CA 39 forms.
- Q. Teachers will not be required to drive students home, except in cases of Driver Education students.
- R. Department chairman, if selected, will not be considered as supervisory employees, unless 50 or more per cent of his-time spent in a supervisory capacity.

ARTICLE VIII – QUALIFICATIONS AND ASSIGNMENTS

- A. The employment of teachers upon special certificates is to be limited to cases of absolute necessity and the Association shall be so notified in each instance at the beginning of the school term or whenever hired during the school year.
- B. Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not be assigned except temporarily and for good cause, outside the scope of their teaching certificates or their major or minor field of study.
- C. All elementary teachers shall be given written notice of their tentative assignments for the forthcoming year no later than May 15th, and for secondary teachers June 15th. This tentative assignment for elementary staff shall include building and grade level, for secondary teachers shall include building, grade level and class assignments. Changes for the second & third trimester, for those whose current assignment changes, shall be made no later than 21 days before they begin, unless emergency situation requires the same. In the event that changes in such assignments are proposed, all teachers affected shall be notified promptly and consulted. In no event will changes in teachers' assignments be made later than the 15th day of August preceding the commencement of the school year, unless an emergency situation requires same.
- D. Any assignments in addition to the normal teaching schedule during the regular school year, including adult education courses, driver education, extra duties enumerated in Schedule B, and summer school courses, shall not be obligatory but shall be with the consent of the teacher. Preference in making such assignments will be given to tenure, probationary and then other teachers in the employ of the district.

ARTICLE IX – VACANCIES, PROMOTIONS AND TRANSFERS

- A. The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its teachers. Requests by a teacher for transfer to a different class, building or position shall be made in writing, one copy of which shall be filed with the Superintendent and one copy shall be filed with the Association. The application shall set forth the reasons for transfer, the school, grade or position sought, and the applicant's academic qualifications. Such requests shall be renewed once each year to assure active consideration by the Board.
- B. An involuntary transfer will be made only in a case of emergency or to prevent undue disruption of the instructional Program. The Superintendent or designated representative shall notify the affected teacher of the reasons for such transfer. If the teacher objects to such transfer for the reasons given, the dispute may be resolved through the professional grievance procedure.
- C. Any teacher who shall be transferred to a supervisory or executive position and shall later return to a teacher status shall be entitled to retain such rights as he may have had under this Agreement prior to such transfer to supervisory or executive status.
- D. The Board agrees to post notice of administrative vacancies on the teachers' bulletin boards fifteen (15) days prior to permanently filling those vacancies. In filling promotional vacancies to administrative positions the Board shall consider the professional qualifications, background, attainments, and other relevant factors, including service in the school district, of all applicants from within the school district, as well as applicants from outside the school district. The parties recognize, however, that the filling of vacancies at the supervisor and administrative levels and the filling of newly created supervisory and administrative positions is a prerogative of the Board, and the decision of the Board with respect to such matters shall be final.
- E. The Board recognizes the desirability of filling vacancies in teaching positions from within its own teaching staff. Whenever a vacancy arises, the Superintendent shall promptly post notice on the Bulletin Board of each school building for no less than one week (except in case of emergencies with the agreement of the Association President) before the position is filled. In filling a vacancy within the teaching staff, the Board agrees to give new weight to the professional background and attainments of all applicants, the length of time each has been in the school system and other relevant factors.

ARTICLE X – ILLNESS OR DISABILITY

- A. Each teacher shall be entitled to accumulate ten (10) days per year for illness or physical disability of the teacher. Unused leave shall accumulate, adding to the previously accrued sick leave with no cap on the maximum.
- B. A teacher who is unable to teach because of personal illness or disability and who has exhausted all sick leave available shall be granted a leave of absence without pay for the duration of such illness or disability, up to the end of the current school year and the leave may be renewed each year upon written request by the teacher and approval of the Board.
- C. Teachers may use up to ten (10) days per year of sick leave for illness or physical disability of a member of the teacher's immediate family. More days may be granted at the sole discretion of the Superintendent.
- D. Any teacher who is absent because of an injury or disease compensable under the Michigan Workers Comp law shall receive from the Board the difference between any income received from any insurance provided by the Board, and his regular salary for a period of 100 working days. These days shall not be charged against sick leave.

ARTICLE XI – PERSONAL BUSINESS

- A. At the beginning of every school year, each teacher shall be credited with three (3) days to be used for the teacher's personal business. A teacher planning to use a personal leave day or days shall notify his principal at least two (2) days in advance, except in cases of emergency. No personal days may be used before or after holiday weekends or vacation periods.
- B. A teacher called for jury duty or to give testimony before any judicial or administrative tribunal shall be compensated for the difference between the teaching pay and the pay received for the performance of such obligation.
- C. Each teacher shall be allowed up to five (5) days leave, without loss of compensation, for a death in the family. Family shall include spouse, father and mother of teacher or spouse, grandmother and grandfather of teacher or spouse, son or daughter of teacher or spouse, grandchildren of teacher or spouse, brother or sister of teacher or spouse; or others at the discretion of the Superintendent or his designates. Such leave will not be deducted from accumulated sick leave.
- D. At the beginning of every school year the Association shall be credited with five (5) days to be used by the teachers who are officers or agents of the Association, such use to be at the discretion of the Association. Unused days shall accumulate to a maximum of ten (10) days. No more than two (2) teachers will be allowed said leave at any one time. The Association agrees to notify the building administrator no less than twenty-four (24) hours of the date for intended use of said leave.
- E. Unused personal leave days shall accumulate without limit. Accumulated personal leave days shall accrue as sick day leave. On the last day of the school year teachers with three (3) personal days will be credited with two (2) sick days and teachers with two (2) personal leave days will be credited with one (1) sick day.

ARTICLE XII – UNPAID LEAVES OF ABSENCE

- A. A leave of absence of up to two (2) years shall be granted to any teacher, upon application, for the purpose of participating in exchange teaching programs in other states, territories or countries; foreign or military teaching programs; the Peace Corps, Teacher's Corps or Job Corps as a full-time participant in such programs; or a cultural travel or work program related to his professional responsibilities; provided said teacher states his intention to return to the school system. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as he would have been had he taught in the district during such period.
- B. A military leave of absence shall be granted to any teacher who shall be inducted or shall enlist in time of declared war for military duty in any branch of the armed forces of the United States. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as he would have been had he taught in the district during such period.
- C. A leave of absence shall be granted to any teacher upon application for the purpose of campaigning for, or serving in, a public office. A teacher returning from leave provided in this paragraph shall be placed on the step of the salary schedule from which he went on leave. The Board may grant credit for time in office. Such leaves may begin at the beginning of the school year and may not terminate before the beginning of the school year.
- D. Maternity leave of up to one (1) year shall be granted. Any teacher requesting leave shall notify the school administration of the pregnancy no later than the fifth month of the condition. The teacher may continue teaching as long as she can continue her regular assigned responsibilities. Upon request the teacher will secure and furnish a physician's statement to this effect subject to review and approval by a Board appointed and paid physician. A teacher on leave under the above conditions shall not return to work earlier than 20 calendar days after termination of pregnancy, with written approval of her physician.
- E. A Paternity leave of one to three trimester(s) within the same school year shall be granted and begin only at the start of a trimester. Any teacher requesting leave shall notify the school administration sixty (60) calendar days before the start of the leave.
- F. A leave of one (1) year may be granted to a teacher who adopts a child. Such leave shall commence only at the beginning of the school year.

ARTICLE XII – UNPAID LEAVES OF ABSENCE (Continued)

- G. A leave of absence of up to one (1) year may be granted to a teacher for personal business. The reason for such leave request will be disclosed to the Board. Denial of this leave shall not be subject to the grievance procedure.
- H. A leave of absence may be granted to further one's education. Such leave will be requested in writing stating beginning and ending date of such leave.
- I. A teacher on leave under the terms of Article XII who is eligible to return at the commencement of the second or third trimester shall apply in writing to the building principal 45 days before their commencement. A teacher returning at the commencement of the first trimester shall apply in writing to the building principal by April 15th. A teacher returning from leave shall be placed on that step of salary schedule from which he/she went on leave unless he/she has taught one-half (1/2) of the school year, in which case he/she will be placed on the following step of the salary schedule upon return.
- J. Individuals on leaves of absence shall be allowed to retain membership in fringe benefit programs at one's own expense, if agreeable with insurance carriers.
- K. A total of five (5) teachers from the district will be allowed leave at any one time in the cases of A-C-F-G-H combined. Final authority will be left with the Board.
- L. Teachers on leave under sections C-H shall not accrue seniority.
- M. If a teacher has used all personal or sick day leave available, unpaid leave days may be granted for emergency situations by the Superintendent.

ARTICLE XIII – ACADEMIC FREEDOM

- A. The parties seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights, and to instill appreciation of values of individual personality. It is recognized that these democratic values can best be transmitted in an atmosphere which is free from censorship and artificial restraints upon free inquiry and learning, and in which academic freedom for teacher and student is encouraged.
- B. Academic freedom shall be guaranteed to teachers, and no special limitations shall be placed upon study, investigation, presenting and interpreting facts and ideas concerning man, human society, the physical and biological world and other branches of learning subject only to accepted standards of professional educational responsibility.
- C. Freedom of individual conscience, association and expression will be encouraged and fairness in procedures will be observed both to safeguard the legitimate interests of the schools and to society.
- D. School Improvement

The Board, Administration, Teachers and Association recognizes the necessity of maintaining ongoing district-wide school improvement plans and importance of continued recognition of quality educational services as a fundamental priority and shared goals for the parties.

The Board recognizes that the terms and conditions of the collective bargaining agreement will govern with respect to wages, hours and other conditions of employment and that those terms shall not be altered or modified through the school improvement process.

To the extent any proposed element of the District's school improvement plan conflicts with the terms of the Master Agreement, the identified provisions will be subject to renegotiations at the request of the Board or Association. Any amendments to the Agreement will be subject to ratification by the parties.

The involvement for teachers in school improvement planning shall be voluntary and shall not require additional compensation unless agreed upon by both parties.

- E. The Board and Association recognize and accept the concept of participatory management systems that facilitate shared decision making authority on select issues, joint planning and joint problem solving which focus ultimately on the goals of improving the quality and delivery of educational services and the work environment.
- F. **The Board and Association recognize and accept the importance of maximizing teacher-student contact time within the district, and agree that all professional development that takes the teachers away from their students during the school day be approved by the superintendent.**

ARTICLE XIV – TEACHER EVALUATION

- A. The work performance of all teachers shall be evaluated in writing. A minimum of one evaluation shall be made on each tenured teacher before March 15 of every other school year. However, evaluations may be made annually at the discretion of the Board. Each probationary teacher shall be evaluated twice each year, once the first and second trimester, as a minimum. Informal evaluations may be made when deemed advisable by the Administration.
- B. Evaluations shall be conducted by the teacher's building principal or Director of Program.
- C. Each observation shall be made in person. All monitoring or observation of the work of a teacher shall be conducted openly and with full knowledge of the teacher.
- D. A copy of the written evaluation shall be submitted to the teacher at the time of such personal interview or within ten days thereafter, and the teacher shall have the opportunity to review the evaluation report. A personal conference between the teacher and his evaluator for the purpose of clarifying the written evaluation report will be made on request by either the teacher or evaluator. At the time of the evaluation conference, or within twenty (20) school days, or if no conference is requested within twenty (20) days of the evaluation report, a bargaining unit member may submit a response. Any written response will be attached to the evaluation report in any personnel file maintained by the District.
- E. No later than March 15th of each probationary year the final written evaluation report will be furnished to the Superintendent covering each probationary teacher. A copy shall be furnished to the teacher. If the report contains any information not previously made known to and discussed with the probationary teacher, the teacher shall have a opportunity to submit additional information to the Superintendent. In the event a probationary teacher is not continued in employment, the Board will advise the teacher of the reasons therefore in writing and provide for a hearing where requested in writing.
- F. Each teacher shall have the right upon request to review the contents of his own personnel file. A representative of the Association may at the teacher's request, accompany the teacher in this review.

ARTICLE XV – PROFESSIONAL BEHAVIOR

- A. Teachers are expected to comply with reasonable rules, regulations, and directions from time to time adopted by the Board or its representatives which are not inconsistent with the provisions of this Agreement, provided that a teacher may reasonably refuse to carry out an order which threatens physical safety or well-being.
- B. The Board recognizes that the Code of Ethics of the Educational Profession is considered by the Association and its membership to define acceptable criteria of professional behavior. The Association shall deal with ethical problems in accordance with the terms of such Code of Ethics of the Education profession.
- C. The Association recognizes that abuses of sick leave or other leaves, chronic tardiness or absence, willful deficiencies in professional performance, or other violations of discipline by a teacher reflect adversely upon the teaching profession and create undesirable conditions in the school building. Alleged breaches of discipline or the Code of Ethics of the Education Profession shall be promptly reported to the offending teacher and to the Association. The Association will use its best effort to correct breaches of professional behavior by any teacher and, in appropriate cases, may institute proceedings against the offending teacher.
- D. A teacher shall at all times be entitled to have present a representative of the Association when he is being reprimanded, warned or disciplined, for any infraction of rules or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present.
- E. No tenured teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such discipline reprimand or reduction in rank, compensation or advantage, including an improper evaluation process shall be subject to the professional grievance procedure hereinafter set forth. All information forming the basis for disciplinary action will be made available to the teacher.
- F. The teaching staff of the Harrison Community School District recognizes that individual dress impacts the perception that our students, their parents, and the community have of our School District. For this reason unprofessional attire (such as blue jeans, t-shirts, shorts, etc.) will not be worn to school unless special circumstances warrant. Said special circumstances (some Field rips, Spirit Days, etc.) may be developed at the individual buildings using the Site Based Management process.

ARTICLE XVI – PROFESSIONAL IMPROVEMENT

- A. The parties support the principle of continuing training of teachers, participation by teachers in professional organizations in the areas of their specialization, leaves for work on advanced degrees or special studies and participation in community educational projects.
- B. The Board agrees to provide upon application and subject to approval of the Superintendent the necessary funds for teachers who desire to attend select professional conferences and Michigan Department of Education Curriculum Committee meetings. Travel, meals, lodging and registration fees shall be deemed appropriate expenses of the Board, as well as the cost of the substitute teacher needed to relieve the participant. A teacher attending such conferences and meeting shall be granted sufficient leave time to attend without loss of compensation.
- C. At the request of the Association, or on the Board's initiative, arrangements shall be made for workshops, conferences and programs designed to improve the quality of instruction. Every effort will be made to obtain people of the highest qualification to participate in the presentation of such programs. All teachers desiring to attend shall be allowed to do so. To this end, the District agrees to budget \$1,000 per year to be used for inservice. A committee made up of equal numbers of representatives of the Association and the District will meet and plan inservice programs.

**ARTICLE XVII – ANNEXATIONS AND CONSOLIDATIONS/REDUCTIONS IN PERSONNEL AND
ANNEXATION AND CONSOLIDATIONS OF DISTRICTS**

- A. No later than thirty (30) days following the ratification of this Agreement, and by every September 30th thereafter, the Board shall prepare a seniority list. Seniority is defined as length of service within the District. "Service" within the District shall mean continuous teaching employment in the District excluding unpaid leave of absence, layoff, substitute service, and per diem teaching assignments. Seniority for part-time teaching assignments shall be pro-rated according to the percentage of time of a regular teaching assignment. In cases of more than one individual having the same length of service, seniority shall be determined by date of hire, seniority shall be determined by random drawing. "Continuous teaching employment" shall be subject to the provisions set forth in Article IX, paragraph C.
- B. Should substantial and unforeseen changes in student population or other conditions make necessary a general reduction in the number of teachers employed by the Board, the Board will retain those teachers with permanent or continuing certificates having the most seniority in accordance with the procedure set forth in Paragraph H. The Association and Board will further use their best efforts to assist all teachers terminated for lack of work to secure employment in adjacent school districts upon terms and conditions as nearly comparable as possible.
- C. Teachers shall be recalled in the inverse order of layoff provided those recalled are certified to teach in the open positions.
- D. The Board shall give no less than forty-five (45) calendar days notice to the teacher being laid off.
- E. A laid off teacher shall upon application be granted priority status on the district substitute teacher list. When substitute teaching the teacher shall be granted only those rights given other substitutes.
- F. A laid off teacher may continue his/her health, dental and life insurance benefits by paying monthly the normal per subscriber group rate premium for such benefits to the board subject to the terms of the carrier.

ARTICLE XVII – ANNEXATIONS AND CONSOLIDATIONS, etc. (Continued)

- G. During a period of impending layoffs, the board agrees to grant all requests for voluntary leaves of absence without pay to teachers who make such requests provided there remains teachers who are certified to fill the positions.
- H. A list of district staff positions shall be published and posted in each building with a copy to the Association prior to the implementation of any layoff.

Beginning with the first name of the seniority list, each association member shall be placed by the administration in an assignment in the following order of priority, except that those teachers who do not hold either a continuing or permanent certificate shall be placed on the seniority list immediately following the least senior teacher on the list who does hold either a continuing or permanent certificate, except that this provision shall not be applied to require the district to place a probationary teacher in a position for which a tenured teacher is certified and qualified.

- 1) Current assignment, if not available then
 - 2) Current grade/department in another building: if not available then,
 - 3) Another grade/department in their current building: if available then,
 - 4) Another grade/department in another building.
 - 5) If no position is available in any grade/department for which the Association member is certified, in any building, the Association member will then be laid off.
- I. A laid off Association member shall be considered laid off until he/she is reinstated in the District or four (4) school years have passed. Refusal of an offer from the Board of a position for which the member is certified/licensed, or failure to respond within seven (7) days of the receipt of a written offer of a position made by the Board shall be deemed a resignation.
 - J. Notification of a recall shall be in writing with a copy to the Association. The notification shall be sent by certified mail to the association member's last known address. It shall be the responsibility of each association member to notify the Board of any change of address.

ARTICLE XVIII – CONTINUITY OF OPERATIONS

- A. Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operations. Since the parties have established a comprehensive grievance procedure under which unresolved disputes may be settled by an impartial third party, the parties have removed the basic cause of work interruptions during the period of this Agreement. The Association, any member or any persons acting under the direction of the Association will not during the period of the Agreement, directly or indirectly, engage in or assist in any strike against the Harrison Community Schools, as defined by Section 1 of the Public Employment Relations Act.
- B. The Board agrees that it will not, during the period of this agreement, directly or indirectly engage in or assist in any unfair labor practice as defined by Section 10 of the Public Employment Relations Act.
- C. Nothing in this Article shall require the Board to keep school open in the event of severe inclement weather or when otherwise prevented by an act of God or a labor dispute with employees outside of the bargaining unit and nothing shall require teachers to report for work in such circumstances.

ARTICLE XIX – SCHOOL CALENDAR

- A. For the term of this Agreement the school calendar shall be as set forth in Schedule A. There shall be no deviation from this calendar except by mutual agreement of the Board and the Association.
- B. Days when pupil instruction is not provided because of conditions not within the control of school authorities, such as severe storms, fires, epidemics, or health conditions as defined by city, county, or state health authorities, shall not be counted as days of pupil instruction and such days will be rescheduled. Except for the two allowed days that do not have to be rescheduled under state law. Teachers will receive their regular pay for days which are cancelled, and shall additionally receive 1/186 of BA/BS Step starting on the 7th required make-up day. Make up days shall be rescheduled on weekdays at the end of the school year.

If the District fails to maintain the minimum number of Pupil Instruction Hours, as required by the State Aid Code, due to the aforementioned criteria, the parties shall meet (prior to the end of the school year) to discuss scheduling alternatives.

In the event the number of rescheduled instructional days results in the last day instruction falling on a Monday, the parties shall meet prior to May 1 to discuss scheduling alternatives.

- C. If the current State Aid Code is amended to change the minimum of “180 days instruction each year” to “181 days of instruction each year” or “182 days of instruction each year” the above 180 Student Days shall be changed to reflect the amended State Aid Code without a change being made in Schedule B – Teachers’ Salary Schedule.

ARTICLE XX – PROFESSIONAL COMPENSATION

- A. The basic salaries of teachers covered by this Agreement are set forth in Schedule B which is attached to and incorporated during the term of this Agreement.
- B. All teachers newly employed shall be given credit on the Salary Schedule set forth in Schedule B for five years maximum of outside teaching experience in any school district in the State of Michigan and other teaching experience for which credit is allowed.
- C. The teacher will be paid an additional thirty (30) dollars for every hour earned after educational requirements have been met for permanent certification. This money shall be paid upon presentation of permanent certification credits to the office of the Superintendent and paid only once for each credit earned. Payments will be made as follows:

Between the 2nd and 4th Monday
in August, December and May

Payments will be made only during the school year in which they were completed.

- D. The Salary Schedule is based upon the regular school calendar as set forth in Schedule A and the normal teaching load as defined in this Agreement. For classroom assignments in excess of the regular school calendar, teachers will be compensated at their hourly rate, and in excess of their normal teaching load, teachers will be compensated as defined by Article V, Paragraph F.
- E. A teacher's hourly rate for reasons other than excess compensation is to be determined by dividing his basic salary for the year by the number 1,080.
- F. Teachers involved in extra duty assignments as set forth in Schedules B.1 and 2 which are attached to and incorporated in this shall be compensated in accordance with the provisions thereof.

All teachers shall be compensated in accordance with the provisions of this Article and the annexed Schedules without deviation.

- G. Teachers required by the Board in the course of their work to drive personal automobiles from one school building to another shall receive a car allowance of twenty-four (24) cents per mile.

The same allowance shall be given for use of personal cars for field trips and other business of the district. The Board shall provide liability insurance protection for the teachers when their personal automobiles are used in this section.

ARTICLE XX – PROFESSIONAL COMPENSATION (Continued)

- H. Teachers shall be paid their salaries in twenty (20) equal installments, but such teacher may, at their option, elect to be paid in twenty-six (26) equal installments. The teachers who elect to be paid in twenty-six (26) equal installments, may further elect to be paid, in a lump sum, on the last payday in June the balance of their salary that would otherwise be paid during the months of July and August. Paychecks will be issued in envelopes.

ARTICLE XXI – SPECIAL TEACHING ASSIGNMENTS

- A. Assignments for Adult Education and Summer School programs, excluding Driver Education will be made by the Board on the basis of preference to teachers possessing teaching certificates, regularly employed in the district during the normal school year. No teacher shall be required to work a split shift or to teach less than three hours in any Summer School program. Teachers shall be compensated by teaching in any such program at an hourly rate of \$20.55 per hour. This rate is to rise equal to the yearly percentage increase in the Salary Schedule.
- B. The Board agrees at all times to maintain a list of certified substitute teachers. All teachers shall be informed of a telephone number they must call before 7:00 a.m. to report unavailability for work. Anyone calling after that time may lose a day's pay. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher. However, a teacher shall be responsible for providing appropriate lesson plans, instructions and seating charts for the substitute teacher.
- C. If additional programs are offered for which allocations can not meet the hourly rate as stated in paragraph A, negotiations will be reopened by request of either party.

ARTICLE XXII – RETIREMENT INCENTIVE

- A. In recognition of services to the school district, a teacher with ten (10) or more years service to the Harrison Community School District; unused sick days will be paid at the teacher's individual per diem rate, up to a maximum of 150 days of accumulated sick time.
- B. In lieu of Section A., a teacher who elects to retire in their first year of eligibility, as defined by the Michigan Public School Employee Retirement System (MPSERS), shall receive their previous year's salary in the form of the Supplemental Retirement Stipend as set forth in Addendum #1.
(THIS WILL BE REMOVED AFTER THE 2007-2008 SCHOOL YEAR)

ARTICLE XXIII – STUDENT DISCIPLINE AND TEACHER PROTECTION

- A. Since the teacher's authority and effectiveness in his classroom are undermined when students discover that there is insufficient administrative backing and support of the teacher, the Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. The Board further recognizes that the teacher may not fairly be expected to assume the role of warden or custodian for emotionally disturbed students nor to be charged with responsibility for psychotherapy. Whenever it appears that a particular pupil requires the attention of special counselors, special workers, law enforcement, personnel, physicians or other professional persons, the Board will take reasonable steps to relieve the teacher of responsibilities with respect to such pupil.
- B. It is recognized that discipline problems are less likely to occur in classes which are well taught and where a high level of student interest is maintained. It is likewise recognized that when discipline problems occur, they may most constructively be dealt with by encouragement, praise and emphasis upon the child's desirable characteristics. A teacher may use such force as is necessary to protect himself from attack or to prevent injury to another student.
- C. A teacher may exclude a pupil from one class period when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will notify the office immediately and will furnish the principal, as promptly as his teaching obligations will allow, full particulars of the incident in writing and signed by the teacher involved.
- D. Suspension of students from school may be imposed only by the Superintendent or his designated representative. School authorities will endeavor to achieve correction of student misbehavior through counseling and interviews with the child and his parents when warranted.

ARTICLE XXIII – STUDENT DISCIPLINE AND TEACHER PROTECTION (Continued)

Transfer of the student to another teacher or other measures, short of suspension, will first be exhausted. When a teacher has one or more pupils in class who constitute serious behavioral problems appropriate recognition may be given by way of reduced class size, greater or more frequent relief periods, or additional compensation as agreed between the Board and the Association.

- E. Any case of assault upon a teacher shall promptly be reported to the Board or its designated representatives. The Board will provide legal counsel to advise the teacher of his rights and obligations with respect to such assault and shall render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.
- F. Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher.
- G. The Board will reimburse teachers for any loss, damage or destruction of clothing or personal property of the teacher while on duty in the school or on the school premises, where the damages can be proven to be circumstances not normal to a teaching situation. The Board shall not be responsible for loss or damage of property which is incidental to the teaching situation.
- H. No formal action shall be taken upon any complaint by a parent of a student directed toward a teacher, nor shall any notice thereof be included in said teacher's personnel file unless such matter is promptly reported in writing to the teacher concerned. If any question of breach of professional ethics is involved, the Association shall be notified.
- I. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and the property of pupils and the school district, but shall not be responsible for any such property when such loss or damage is not the fault of the teacher.

ARTICLE XXIV – INSURANCE PROTECTION

A. The Board shall provide each teacher with the following insurance Plan:

1. Michigan Education Special Services Association (MESSA) insurance program as follows:

MESSA – PAK Program with specifications defined by the contract bid of November 8, 1993, to include rate renewal increase of July 24, 1996:

- (a) MESSA Choices II protection for the teacher's
- (b) Entire family with \$10/\$10 co-pay on prescriptions and
- (c) \$0 yearly deductible
- (d) Long Term Disability Insurance, Plan II as proposed to the H.E.A., July 1, 1996.

*Beginning the 1994-95 school year program the Board will provide an additional \$4,000 to improve the specifications of the current LTD program.

- (e) Group life insurance protection in the amount of \$20,000
- (f) MESSA – Delta Dental Insurance Plan 75-60-60/adult orthodontic rider with C.O.B.
- (g) MESSA – Vision VSP II

B. In lieu of selecting health insurance protection, a teacher shall receive an amount not to exceed the Super Care I/MESSA Care Rider single subscriber rate to be applied to MESSA/MEALS/MEFSA options. Said single subscriber rate is not to exceed the same 10% cap applied to the Pak A major medical option as specified in Section C. In the event that the district is assessed any fines, penalties, or costs by any State or Federal agency as a result of the determination that any options selected under this provision are taxable, then the Association shall indemnify and hold harmless the District and the Board members for any and all such fines, penalties or costs.

ARTICLE XXIV – INSURANCE PROTECTION (Continued)

- C. Effective September 1, 2007, through August 31, 2008, the Board shall pay a premium equal to one hundred percent (100%) of the Pak A and Pak B rates (as determined by MESSA) for the 2006-2007 billing year plus ten (10) percent.

Effective September 1, 2008, through August 31, 2009, the Board shall pay premium equal to one hundred percent (100%) of the Pak A and Pak B rates (as determined by MESSA) for the 2007-2008 billing year plus ten (10) percent.

Effective September 1, 2009, through August 31, 2010, the Board shall pay a premium equal to one hundred percent (100%) of the Pak A and Pak B rates (as determined by MESSA) for the 2008-2009 billing year plus ten (10) percent.

Effective September 1, 2010, through Augusts 31, 2011, the Board shall pay a premium equal to one hundred percent (100%) of the Pak A and Pak B rates (as determined by MESSA) for the 2009-2010 billing year plus ten (10) percent.

- D. The Board shall make payment of insurance premiums for each teacher to assure insurance coverage for the full twelve-month period commencing September 1, and ending August 31.
- E. There will be an open enrollment period extending for thirty (30) days from the beginning of the school year or from the beginning of employment for new teachers to select and enroll in their insurance program. No changes will be permitted in the individuals insurance program unless there is a change in the family or dependents of the teacher.

ARTICLE XXV – PROFESSIONAL GRIEVANCE PROCEDURE

- A. A "grievance" is a claim based upon an event or condition which affects the welfare or conditions of employment of a teacher or a group of teachers and/or arising from the language of this Agreement or an alleged breach thereof. It is expressly understood that a claim based upon an event or condition which does not affect the welfare or conditions of employment of a member of the unit described in Article I will not constitute a grievance.
- B. A teacher with a grievance will first discuss it with his principal or immediate superior, either directly or through the Association's School Representative whose name will be furnished by the Association to the principal, with the objective of resolving the matter informally.
- C. If the matter is not resolved within ten (10) school days of the date of the informal meeting, the grievant may invoke the formal grievance procedure on the form set forth in annexed Schedule C, signed by the grievant and a representative of the Association, which form shall be available for the Association representative in each building. A copy of the grievance form shall be delivered to the principal or supervisor. If the grievance involves more than one school building, it may be filed with the Superintendent or a representative designated by him.
- D. Within three (3) school days of receipt of the grievance, the principal or supervisor shall meet with the Association in an effort to resolve the grievance. The principal or supervisor shall indicate his disposition of the grievance in writing within three days of such meetings, and shall furnish a copy thereof to the Association.
- E. If the Association is not satisfied with the disposition of the grievance, or if no disposition has been made within three school days of such meeting (or six school days from the date of filing, whichever shall be later) the grievance shall be transmitted to the Superintendent. Within five school days the Superintendent or his designee shall meet with the Association on the grievance and shall indicate his disposition of the grievance in writing within three school days of such meeting, and shall furnish a copy thereof to the Association.
- F. If the Association is not satisfied with the disposition of the grievance by the Superintendent or his designee, or if no disposition has been made within six school days of such meeting, (or six school days from the date of filing) the grievance shall be transmitted to the Board by filing a written copy thereof with the President or other designee of the Board within six (6) school days of the Superintendents disposition. The Board, no later than its regular meeting or two calendar weeks, whichever shall be later, may hold a hearing on the grievance, review such grievance in executive session, if permissible by state guidelines, or give such other consideration as it shall deem appropriate. Disposition of the grievance in writing by the Board shall be made no later than seven days thereafter. A copy of such disposition shall be furnished to the Association.

ARTICLE XXV – PROFESSIONAL GRIEVANCE PROCEDURE (Continued)

- G. If the Board of Education, the aggrieved teacher and the Association shall be unable to resolve any grievance, and it shall involve, "an alleged violation of a specific article and Section of this agreement", it may within ten (10) days after the decision of the Board of Education be appealed to arbitration. Such appeal shall be in writing and shall be delivered to the Board of Education within said ten day period, and if not so delivered, the grievance shall be abandoned. If the parties are unable to agree upon an arbitrator, he shall be appointed under the rules of the American Arbitration Association.

The arbitrator so selected will confer with the parties and hold hearings promptly and will issue his decision not later than twenty (20) days from the date of the close of the hearing. The arbitrator's decision shall be in writing and will set forth his findings of fact, reasoning, and conclusions on the issues submitted.

The arbitrator shall have no power to alter, modify, and add to, or subtract from the provisions of this agreement.

His authority shall be limited to deciding whether a specific article and section of this agreement has been violated and shall be subject to, in all cases, the rights, responsibilities and authority of the parties under the Michigan General School Laws or any other national, state, county, district or local laws. The arbitrator shall not usurp the functions of the Board of Education or the proper exercise of its judgment and discretion under law and this agreement.

The loser of an Arbitration shall pay the Arbitrator's Fee. Each party shall bear his own expense in connection therewith.

Both parties agree to be bound by the award of the arbitrator.

- H. If any teacher for whom a grievance is sustained shall be found to have been unjustly discharged, he shall be reinstated with full reimbursement of all professional compensation lost. If he shall have been found to have been improperly deprived of any professional compensation or advantage, the same or its equivalent in money shall be paid to him.

ARTICLE XXV – PROFESSIONAL GRIEVANCE PROCEDURE (Continued)

- I. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 1st of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.
- J. If an individual teacher has a personal complaint which he desires to discuss with a supervisor, he is free to do so without recourse to the grievance procedure. However, no grievance shall be adjusted without prior notification to the Association and opportunity for an Association representative to be present, nor shall any adjustment of a grievance be inconsistent with the terms of this Agreement. In the administration of the grievance procedure, the interests of the teachers shall be the sole responsibility of the Association.
- K. If a teacher does not file a grievance in writing with the principal or other designated board representative within thirty (30) school days after the occurrence, then the grievance shall be considered as waived.
- L. The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:
 - (a) The termination of services of or failure to re-employ any probationary teacher:
 - (b) The placing of a non-tenure teacher on a third year of probation:
 - (c) Any matter subject to the procedures specified in the Teachers Tenure Act (Act 4 of a Public Acts, Extra Session of 1937 of Michigan, as amended).
- M. Nothing contained herein will deprive any teacher of any legal right which he presently has, provided 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 provisions of the Article.

ARTICLE XXVI – NEGOTIATION PROCEDURES

- A. It is contemplated that terms and conditions of employment provided in this agreement shall remain in effect until altered by mutual agreement in writing between the parties. Nevertheless, because of the social nature of the public education process, it is likewise recognized that matters may from time to time arise which have not been negotiated between them. It is in the public interest that mutual discussion of such matters be provided. The parties accordingly undertake to cooperate in arranging meetings, selecting representatives for discussion, furnishing necessary information and otherwise constructively considering and resolving any such matters.
- B. No later than April 1 prior to expiration of this Agreement either party may request that negotiations will be undertaken for an agreement for succeeding year(s).
- C. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the school district. While no final agreement shall be executed without ratification by the Association and the Board of Education, the parties mutually pledge that their representative will be closed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.
- D. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the State Labor Mediation Board or take any other lawful measures it may deem appropriate.

ARTICLE XXVII – MISCELLANEOUS PROVISIONS

- A. This Agreement shall constitute the full and complete commitment between both parties and may be altered, changed, added to, deleted from or modified only through the mutual consent of the parties in a written and signed amendment to this Agreement.
- B. Any individual contract between the Board and an individual teacher, heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement and any individual contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If an individual contract contains language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- C. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- D. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- E. Copies of this Agreement shall be duplicated at the expense of the Board and presented to all teachers now employed, hereafter employed, or considered for employment by the Board
- F. With the advent of interactive Television, the Board and Association will meet and discuss and agree to the conditions and working parameters once this technology is proposed to be implemented

ARTICLE XXVIII- DURATION OF AGREEMENT

This Agreement shall be effective as of August 1, 2007 and shall continue in effect until the 22nd day of August 2011. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

EDUCATION ASSOCIATION

By: Mary A. Duvall
Its' President/Co-Head Negotiator

By: David T. McAndrew
Its' Co-Head Negotiator

By: Joel M. Woolston
It's Secretary

By: Brian Schmittner
Negotiating Committeeman

By: Dee Coughlin
Negotiating Committeeman

By: Rick Spangler
Negotiating Committeeman

By: Kimberly Hollis
Negotiating Committeeman

BOARD OF EDUCATION

By: W. A. [Signature]
President

By: Raymond Wabun
Secretary

By: [Signature]
Member

By: Karen Zaborowski
Member

By: Demaris [Signature]
Member

By: [Signature]
Member

By: Shelley Schultz
Member

Dated this 24 day of August, 2007

Association Team Members:

Dave McAndrew, Co-Head Negotiator
Mary Duvall, Co-Head Negotiator
Paula Goyt
Kim Hollis
Joel Woolston
Dee Coughlin
Brian Schmittner
Rick Spangler

Board Team Members:

Christopher Rundle, Superintendent
Kelly Hileman, Business Manager

SCHEDULE A

HARRISON COMMUNITY SCHOOL CALENDAR

As demonstrated by attached calendars.

SCHEDULE A

2007 – 2008

HARRISON COMMUNITY SCHOOL CALENDAR

August

27 Teacher Inservice
28 Teacher Inservice
29 Teacher Inservice
30 Teacher/Staff First Day
31 No School – Friday Before Labor Day

September

03 No School – Labor Day
04 First Day for Students

November

15 No School – Deer Day
21 End of 1st Trimester – Students AM/Records PM
22 No School – Thanksgiving Day
23 No School – Thanksgiving Recess
29 Parent/Teacher Conferences – Students AM
PTC's 1:00-4:00 and 5:00-8:00 PM
30 Students and Staff ½ Day

December

14 Last Day prior to Christmas Vacation

January

01 No School – New Year's Day
02 School Resumes

February

15 No School – Teacher Inservice
29 End of 2nd Trimester – Full Day

March

21 No School – Good Friday
28 Last Day Prior to Spring Break

April

07 School Resumes

May

23 Last Day for Students – Students AM/Records PM

2008-2009

HARRISON COMMUNITY SCHOOL CALENDAR

August

28th Teacher Inservice

September

1st No School – Labor Day

2nd First Student Day

26th ½ Day/Students – Teacher Inservice

October

24th ½ Day/Students – Teacher Inservice

November

21st ½ Day/Students – Teacher Inservice

27th No School – Thanksgiving Day

28th No School – Thanksgiving Recess

December

4th ½ Day for Students – Parent/Teacher
Conferences 1-4 and 5-8

5th ½ Day for Staff and Students

19th ½ Day/Students – Teacher Inservice

22nd – 31st No School – Christmas Break

January

1st & 2nd No School – Christmas Break

5th School Resumes

30th ½ Day/Students – Teacher Inservice

February

20th ½ Day Students – End of 2nd Trimester

27th ½ Day/Students – Teacher Inservice

March

27th ½ Day/Students – Teacher Inservice

30th & 31st No School – Spring Break

April

1st – 3rd No School – Spring Break

6th School Resumes

10th No School – Good Friday

24th ½ Day/Students – Teacher Inservice

May

21st Last Day for Students AM/Records PM

**2009 – 2010
HARRISON COMMUNITY SCHOOL CALENDAR**

September

3rd Teacher Inservice
7th No School – Labor Day
8th First Student Day
25th ½ Day/Students – Teacher Inservice

October

23rd ½ Day/Students – Teacher Inservice

November

20th ½ Day/Students – Teacher Inservice
26th No School – Thanksgiving Day
27th No School – Thanksgiving Recess

December

2nd End of 1st Trimester
10th ½ Day/Students – PTC 1-4 and 5-8
11th ½ Day for Staff and Students
18th ½ Day/Students – Teacher Inservice
21st – 31st No School – Christmas Vacation

January

1st No School – New Year's Day

February

19th ½ Day/Students – Teacher Inservice
26th End of 2nd Trimester

March

12th ½ Day/Students – Teacher Inservice

April

1st & 2nd No School – Spring Break/Good Friday
23rd ½ Day/Students – Teacher Inservice

May

27th Last Day for Students - AM/Records PM

2010 – 2011

HARRISON COMMUNITY SCHOOL CALENDAR

September

2nd Teacher Inservice
7th Student First Day
24th ½ Day/Students – Teacher Inservice

October

29th ½ Day/Students – Teacher Inservice

November

15th No School – Deer Day
19th ½ Day/Students – Teacher Inservice
25th No School - Thanksgiving Day
26th No School - Thanksgiving Recess

December

1st End of 1st Trimester
9th ½ Day/Students – PTC 1-4 and 5-8
10th ½ Day/Students & Staff
17th ½ Day/Students – Teacher Inservice
20th-31st No School – Christmas Vacation

January

3rd School Resumes
28th ½ Day/Students – Teacher Inservice

February

18th ½ Day/Students – Teacher Inservice
28th ½ Day/Students – End of 2nd Trimester

March

11th ½ Day Students – Teacher Inservice
28th – 31st No School – Spring Break

April

1st No School – Spring Break
8th ½ Day/Students – Teacher Inservice
22nd No School – Good Friday

May

26th Last Day for Students AM/Records PM

SCHEDULE B – TEACHER’S SALARY SCHEDULE

2007-2008	BY FORMULA
2008-2009	BY FORMULA
2009-2010	BY FORMULA
2010-2011	BY FORMULA

DEFINITION OF FORMULA

Beginning for the 2007-2008 Salary Schedule, the parties agree to adjust the 2006-2007 salary schedule according to the increases that the Base Foundation Allowance is amended by the State of Michigan. The parties agree that in each year of the contract, the district will increase Schedule B based upon the previous year’s BFA by a minimum of no less than 1% and a maximum of no greater than 2%, unless the district receives an increase that year of 3.00% or greater, then Schedule B will be increased by 2.25%.

This Formula will continue to be applied for each successive year of the contract, being 2008-09, 2009-2010, and 2010-2011.

Any increases in the BFA for 2007-2008, 2008-2009, 2009-2010 and 2010-2011 school years that happen “mid-year” will immediately effect that specific year and will be retroactive to the beginning of that year.

The aforementioned increases in the BFA will include any modifications, enhancements, or re-characterizations of the State Aid Act that would generate an increase in the General Fund of the Harrison Community Schools School Board

Teacher's Salary Schedule 2007-2008

Experience	BA	BA+30	MA/MS	BA+50	MS+20
0	\$33,457	\$35,132	\$36,805	\$38,474	\$40,153
1	\$35,301	\$37,065	\$38,829	\$40,592	\$42,354
2	\$37,136	\$38,997	\$40,852	\$42,711	\$44,567
3	\$38,979	\$40,930	\$42,879	\$44,824	\$46,778
4	\$40,813	\$42,856	\$44,900	\$46,938	\$48,981
5	\$42,656	\$44,794	\$46,928	\$49,057	\$51,190
6	\$44,498	\$46,727	\$48,948	\$51,174	\$53,396
7	\$46,336	\$48,657	\$50,974	\$53,452	\$55,610
8	\$48,180	\$50,587	\$52,999	\$55,408	\$57,816
9	\$50,017	\$52,522	\$55,021	\$57,526	\$60,025
10	\$51,860	\$54,549	\$57,044	\$59,631	\$62,230
11	\$52,823	\$56,210	\$58,890	\$61,564	\$64,238
15	\$52,823	\$57,171	\$59,852	\$62,528	\$65,207
20	\$52,823	\$58,138	\$60,817	\$63,495	\$66,171

*This pay scale represents a 1% raise from the 2006-2007 pay scale. Any additional increase will be adjusted at the end of the school year and the teacher's will receive any addition in their last May pay.

SCHEDULE B – 1

ADDITIONAL COMPENSATION FOR EXTRA DUTIES

Compensation for all Extra Duty positions in Schedule B-1 and Schedule B-2 shall be determined by applying the percent factor to the Salary Column of the Teacher/sponsor/coach of that Extra Duty position. (Participants who are not members of the Harrison Education Association shall be placed on the BA Salary Column.) Experience steps shall be granted for each year of experience the teacher/sponsor/coach has in each position. Years of experience in similar positions will be accrued. (i.e. class sponsorship, various genders or levels of each sport, etc.)

Coaches who were paid a percentage of their salary for the 2000-2001 school year and were considered to be "grandfathered" shall continue to be paid a percentage of their salary ONLY IN THE SPORTS THEY COACHED DURING THE 2000-2001 SCHOOL YEAR. SAID COACHES SHALL HAVE THEIR FUTURE PAY IN THE AFOREMENTIONED SPORTS BASED UPON THE SALARY COLUMN THEY WERE IN FOR THE 2000-2001 SCHOOL YEAR. SAID COACHES WILL BE PAID UNDER THE NEW SYSTEM FOR FUTURE EXTRA DUTY POSITIONS THEY ASSUME.

Additional Extra Duty Positions may be created based upon the recommendation of each Building's School Improvement Team. Said Extra Duty positions will be paid at the rate of 1% per position. Various procedural policies, be the Board Policies, or individual School Policies shall be followed during the creation of new Extra Duty Positions. Final decisions on the implementation of additional Extra Duty Positions shall lie with the Board of Education.

Beginning in the 2007-2008, Coaches who are not part of the Harrison Education Association, and were not the Coach of record for the 2006-2007 sports season, shall have the opportunity to coach under the terms of the Master Agreement, however, each year on April 1st, their position shall be reposted so that any teacher working under the terms of this contract shall have the right to apply and assume these positions. If no teacher applies, then the existing non-teacher coach, may retain the position until the following year, when the position shall be reposted. Lay coaches who coached during the 2006-2007 school year shall retain their positions until they retire from their position. At that time, the position will be reposted and rehired under these new terms.

<u>Activities</u>	<u>Compensation</u>
Honor Society (two Sponsors)	2%
Student Council (High School one sponsor)	2%
Senior Class Sponsors (2)	2%
Junior Class Sponsors (2)	1%
Sophomore Class Sponsors (2)	1%
Freshman Class Sponsors (2)	1%
Student Council (Middle School one Sponsor)	1%

Quiz bowl (4 or more Bowl competitions)	1%
Science Olympics Coach (All grade levels, K-12) (maximum of two coaches per building)	1%
Middle School Yearbook (unless offered as a class)	1%
Director, Senior Class Play	2%
Director, High School Play (open to students in grades 9-12)	2%
Director, Middle School Play (open to students in grades 6-8)	1%
Director, Elementary School Play (open to students in grades K-5) (maximum of one play per Elementary Building)	1%
Club Pride Director, High School	1%
Club Pride Director, Middle School	1%
Band Director (including Jazz Band, Marching Band, State Festivals, Summer Band Camp, etc.)	10%
Vocal Music Director (including Competitive Choir, State Festivals, etc.)	7%
Building School Improvement Chairperson (one person per building)	1%
Counselor and Guidance Director	10%*
Driver Education, Summer School Adult Education (beginning with the 2001-2002 school year)	\$20.55 per hour**

*Works one week after school is out and begins one week before school starts in the fall.

**This rate to rise equal to the yearly percentage increase in the Salary Schedule.

- A. Class sponsors and other Extra Duty positions will be committed on a voluntary basis. Teachers who are interested will sign a form provided by the Administration. Two class sponsors will be selected for each class, and sponsors shall supervise all activities of their class.
- B. All of the aforementioned Extra Duty Positions and compensation fall under ARTICLE III – BOARD RIGHTS, of the current Master Agreement. The implementation of all or some of said Extra Duty Positions is the prerogative of the Board of Education and its Administration.

SCHEDULE B – 2

COACHING POSITIONS

<u>BASKETBALL</u>		(Boys or Girls)	
Head Varsity			10%
Assistant Varsity			7%
Head Junior Varsity			7%
Assistant Junior Varsity			6%
Head Freshmen			6%
Assistant Freshmen			5%
8 th Grade	(one team)		3%
	(two teams)		4%
7 th Grade	(one team)		3%
	(two teams)		4%
Scouting to be under the direction of the Head Varsity Coach			

<u>FOOTBALL</u>		
Head Varsity		10%
Assistant Varsity		7%
Assistant Varsity		7%
Head Junior Varsity		7%
Assistant Junior Varsity		6%
Head Freshmen		6%
Assistant Freshmen		5%
Scouting to be under the direction of the Head Varsity Coach		

<u>WRESTLING</u>		
Head Varsity		10%
Assistant Varsity		7%
Head Junior Varsity		7%
Assistant Junior Varsity		6%
Head Freshmen		6%
Assistant Freshmen		5%
Scouting to be under the direction of the Head Varsity Coach		

<u>VOLLEYBALL</u>		
Head Varsity		10%
Assistant Varsity		7%

SCHEDULE B-2 (Continued)

Head Junior Varsity	7%		
Assistant Junior Varsity	6%		
Head Freshmen	6%		
Assistant Freshmen	5%		
8 th Grade	3%		
7 th Grade	3%		
Scouting to be under the direction of the Head Varsity Coach			
<u>BASEBALL</u>			
Head Varsity	7%		
Head Junior Varsity	5%		
<u>SOFTBALL</u>			
Head Varsity	7%		
Head Junior Varsity	5%		
<u>TRACK (Boys or Girls)</u>			
Head Varsity	7%		
Junior High Girls Track			
(less than 30 members)	3%		
(more than 30 members)	4%		
Junior High Boys Track			
(Less than 30 members)	3%		
(more than 30 members)	4%		
<u>CROSS COUNTRY</u>			
	5%		
<u>GOLF</u>			
	5%	PLUS MEMBERSHIP	
<u>SKIING (Combined Boys & Girls Team)</u>			
	7%		
<u>CHEERLEADING</u>			
Varsity Football	5%		
Varsity Basketball	5%		
Junior Varsity Football	5%		
Junior Varsity Basketball	5%		
Freshmen Basketball (boys)	5%		
Freshmen Basketball (girls)	5%		
8 th Grade Basketball (boys) (1 team)	3%	(2 teams)	4%
8 th Grade Basketball (girls) (1 team)	3%	(2 teams)	4%
7 th Grade Basketball (boys) (1 team)	3%	(2 teams)	4%
7 th Grade Basketball (girls) (1 team)	3%	(2 teams)	4%

Additional scouting assignments shall be scheduled under the direction of the Athletic Director (with input from the head Coach). No more than five (5) scouting assignments shall be made per season with reasonable notice given prior to assignment. Mileage for scouting trips shall be reimbursed at the rate of twenty-four (24) cents per mile.

- A. All of the aforementioned Coaching Positions and compensation fall under ARTICLE III – BOARD RIGHTS, of the current Master Agreement. The implementation of all or some of said Coaching Positions is the prerogative of the Board of Education and its Administration.
- B. The determination of whether a sport is classified as “Major” or “Minor” shall be made accordingly to the following criteria (as adopted by the Superintendent on September 20, 2000):

Harrison Community Schools administration believes the salary for individual varsity coaches should be based on the following factors:

- 1. Length of Season
- 2. Number of Contests
- 3. Oversight of Feeder Teams
- 4. Week-end Involvement
- 5. Time spent on Summer Program
- 6. Scouting

The difference in salaries between what is considered a major sport or minor sport is based on the following criteria:

To be considered a major sport, five out of the following criteria must be met:

- 1. The season must be a minimum of 14 weeks long.
- 2. The season must contain full schedule of contests and practices.
- 3. A consistent training and managed skills program, which includes oversight of feeder teams, is an accepted responsibility.
- 4. If the sport has Saturday opportunities available, and agreement on the importance of these activities/meets is agreed to by the Athletic Director, participation would be expected.
- 5. If summer opportunities are available for students and necessary to maintain a competitive program, the expectation is that Varsity Coaches will plan and participate in these activities.
- 6. Scouting, when appropriate, is part of the Varsity Coach's role.

- * If the length of the Junior High Volleyball season is changed to equal the length of the Junior High Basketball season, the rate of pay for Junior High Volleyball will equal the rate of pay for the Junior High Basketball.

HARRISON EA – SCHEDULE C – PROFESSIONAL GRIEVANCE REPORT

School: _____

Grievance Number: _____

Date of Violation: _____

Date of Grievance: _____

Subject to provisions of the professional negotiations agreement between the Board and the Association, I hereby authorize the representative or representatives of the Association recognized by the Board as my collective bargaining representative to process this request or claim arising there from in this or any stage of the professional grievance procedure, including arbitration, or to adjust or settle the same.

STATEMENT OF THE GRIEVANCE:

REMEDY REQUESTED:

Approved for Processing:

(use reverse side for additional signature if more than one grievant)

Formal Grievance filed with Principal

Date: _____

Meeting with Principal

Date: _____

Principal's Disposition:

Association's Disposition:

Satisfactory _____ Unsatisfactory _____

Harrison EA Grievance Number _____

Page Two

Filed with Superintendent

Date: _____

Meeting with Superintendent
Superintendent's Disposition:

Date: _____

Date

Signature of Superintendent

Association's Disposition:

Satisfactory _____ Unsatisfactory _____

Date

Signature

Filed with Board of Education

Date: _____

Board Hearing

Date: _____

Disposition of Board:

Date

Signature

Association's Disposition:

Satisfactory _____ Unsatisfactory _____

Date

Signature of Association Representative

Appeal to Arbitration

Date: _____

Notice of Appeal to School Board

Date: _____

Decision of Arbitrator:

ADDENDUM #1

**HARRISON COMMUNITY SCHOOLS
And
HARRISON EDUCATION ASSOCIATION**

**MEMORANDUM OF AGREEMENT
SUPPLEMENTAL RETIREMENT STIPEND**

The addendum referred to as **SUPPLEMENTAL RETIREMENT INCENTIVE** will remain in the contract in effect until August 22nd, 2008 for those eligible and retiring in the first year of this contract. After the expiration of the first year of the contract, this addendum shall be retired and removed from the contract.

It is hereby agreed by and between the undersigned parties that a supplemental retirement stipend shall be offered to eligible teachers in the bargaining unit who are eligible to, and elect to, retire and receive benefits from the Michigan Public School Employees Retirement System (MPERS) according to the terms and stipulations set forth below.

1. To be eligible for participation in this program, a teacher must satisfy all of the following requirements:
 - A. Completion of a minimum of twenty (20) total years of teaching service in the Harrison Community Schools School District (excluding periods of layoff and unpaid leave) immediately preceding his/her retirement and request to receive the stipend.
 - B. The teacher must be employed with the School District and have, as of their effective date of retirement, either provided services for the previous semester, or have been on a Board approved leave.
 - C. The teacher must submit a written resignation to the School District not later than seventy (70) days prior to their effective date of resignation. Said effective date of resignation MUST be within one year of the date on which the teacher first became eligible for receipt of regular retirement pension benefits under the eligibility definitions of the Michigan Public School Employees Retirement System (MPERS) (see enclosure) and must occur on either the day following the final day of the first semester, the day following the final day of the second semester, or the day immediately preceding the Teacher's First Day as set forth by the Master Agreement and Calendar that is in effect at that time. Teachers who elect to retire at times other than those aforementioned shall forfeit their eligibility for receipt of the Supplemental Retirement Stipend.)
 - D. The teacher must execute an Acknowledgment and Release, acknowledging that he/she voluntarily elected to retire from his/her employment with the school district and receive the Retirement Supplemental Stipend as additional consideration for retirement at this time and fully releasing both the school district, its Board of Education, employees and agents; and the Association, its employees, members, and agents, from any and all claims, demands and/or causes of action which he/she has or may have pursuant to the Federal Age Discrimination in Employment Act, the Older Worker's Benefit Protection Act, or the Michigan Elliott - Larsen Civil Rights Act by reason of his/her resignation and Receipt of the supplemental Retirement Stipend. The Acknowledgment and Release shall also acknowledge the teacher's responsibility for any and all tax consequences and liability resulting from payment of the Supplemental Retirement Stipend. A copy of the

Acknowledgement and Release is attached hereto as Addendum #1 and incorporated herein by reference.

- E. A teacher retiring under this plan will have his/her stipend reduced by any amount he/she receives as unemployment compensation charges against the Harrison Community Schools.
2. A Teacher who satisfies the requirements set forth above to receive the Supplemental Retirement Stipend shall be eligible to receive a lump sum cash stipend in an amount equal to the teacher's individual base salary (excluding extra-duty pay) for the most recent full school year preceding the teacher's effective date of retirement payable in accordance with the terms set forth below:
- A. The retirement stipend will be paid as a 403B contribution directly into the Cash Management Account, a money market account with American Funds, in an account set up in the retiree's name. It shall be paid in four annual payments of \$10,000 each, with the fifth payment to consist of the balance due.
 - B. Teachers with an effective date of resignation prior to July 1st shall be paid their first annual payment not sooner than August 15th and not later than September 2nd of the same calendar year.
 - C. Teachers with an effective date of resignation after July 1st and prior to the first scheduled duty day for teachers of the ensuing school year shall be paid their first annual payment not sooner than October 1st and not later than October 15th of the same calendar year.
 - D. For either option B or option C above, subsequent annual payments shall be made not sooner than August 15th and not later than September 2nd of the ensuing calendar years for which an additional payment is due under the approved payment schedule.
 - E. Teachers receiving the above Supplemental Retirement Stipend shall not be eligible to receive the retirement benefits described in Article XXII, Section A of the current collective bargaining contract between the Board of Education and the Harrison Education Association.
3. If a participating teacher dies prior to having received the full stipend amount, the entire remaining balance of the stipend amount shall be paid to the estate of the deceased teacher, in accordance with the approved payment schedule. Changes in the payment schedule of the deceased teacher may be made at the discretion of the Board of Education.
4. The creation of this opportunity to receive a Supplemental Retirement stipend (Early Retirement Incentive) is intended by the parties to act as an additional benefit for those teachers who elect to voluntarily retire in order to receive benefits under the Michigan Public School Employees Retirement Act of 1979, MCLA 38.1303, et. seq. The offer of this Supplemental Retirement Stipend is limited to those employees who elect to voluntarily retire in accordance with the terms and conditions as set forth herein and who comply with eligibility requirements as set forth herein.

Dated: _____

Acknowledged by:

Harrison Education Association
Representative

President, Board of Education
Harrison Community Schools

Harrison Education Association
Representative

Superintendent of Schools
Harrison Community Schools

**SUPPLEMENTAL RETIREMENT STIPEND
ACKNOWLEDGEMENT AND RELEASE**

I, _____, hereby acknowledge and confirm that I have voluntarily elected to (1) retire effective as of the date designated below, (2) commence receipt of my retirement benefits from the Michigan Public School Employees Retirement System, and (3) receive the Supplemental Retirement Stipend (as set forth in the "Memorandum of Agreement – Supplemental Retirement Stipend") negotiated between the Harrison Community Schools and the Harrison Education Association (hereinafter, the "Association") from the school district as additional consideration for my resignation at this time. Thus, I hereby discharge and release both the Harrison Community Schools, its Board of Education, employees and agents; and the Association, its employees, members, and agents, from any and all claims, demands and/or causes of action I may have against them by reason of my resignation and acceptance of the retirement supplemental stipend, including those arising under the Federal Age Discrimination and Employment Act, the Older Worker's Benefit Protection Act, or the Michigan Elliott-Larsen Civil Rights Act.

I acknowledge that my determination to resign pursuant to the above stipend plan is strictly voluntary on my part and that I am not being compelled in any way to resign early. Further, I acknowledge that I have been advised in writing to consult with an attorney prior to executing this Acknowledgement and Release and that I have at all times had the opportunity to consult with an attorney of my choosing and/or seek other consultation and advice from Association representatives or others with respect to the contents and terms of this Acknowledgement and Release and the tax consequences of the retirement supplement stipend payment to be made to me. I understand that the school district will deduct from the aforementioned stipend normal and customary deductions (e.g., taxes and social security). Further, I acknowledge and accept the tax consequences and liability resulting from the retirement supplement stipend payment made to me as my personal liability and will not attempt to hold any representative, agent, or employee of the Harrison Community Schools or the Association responsible for any tax consequences or liability resulting therefrom.

Further, I hereby acknowledge that I have been provided at least forty-five (45) days within which to consider the terms of this Acknowledgement and Release and the decision to retire and accept the retirement supplement stipend. Further, I acknowledge that I am provided a period of at least seven (7) days following the execution of this Acknowledgement and Release within which to revoke it and that it shall not become effective or enforceable until the seven (7) day revocation period has expired. Also, I acknowledge that this Acknowledgement and Release does not waive any rights or claims that may arise after the date it is signed and executed by me. Further, I hereby acknowledge that I have been informed in writing of the employees eligible for the retirement supplement stipend and any eligibility factors and/or time limits applicable to receive payment of that benefit. Also, I acknowledge that I have received written notification of the job titles and ages of all individuals in the bargaining unit who are not eligible for the benefit.

A. I first became eligible for receipt regular retirement pension benefits under the eligibility definitions of the Michigan Public School Employees Retirement System (MPERS) on _____, 200____, at which time I qualified under the

_____ Basic . _____ MIP (Check appropriate program box) plan on the basis of my attaining the following:

- (1) Age _____
- (2) Number of years Earned Service Credit _____ years
- (3) Number of years of Universal buy-in Credit _____ years
(Purchased on _____, 200____)

B. I hereby elect the following as my effective date of retirement (check appropriate box):

_____ The day following the final day of the first semester of the 2 _____ - _____ school year.

_____ The day following the final day of the second semester of the 2 _____ - _____ school year.

_____ The day immediately preceding the first teacher's duty day on the 2 _____ - _____ school year.

C. I understand that the supplement Retirement Stipend will be paid in accordance with the terms of the "Memorandum of Agreement/Supplement Retirement Stipend" between the Harrison Community Schools and the Harrison Education Association, pursuant to the payment schedule designated below:

1.	First Annual Payment	(August/October of 20)	\$10,000
2.	Second Annual Payment	(August/October of 20)	\$10,000
3.	Third Annual Payment	(August/October of 20)	\$10,000
4.	Fourth Annual Payment	(August/October of 20)	\$10,000
5.	Fifth Annual Payment	(August/October of 20)	\$Balance due
TOTAL			\$

These amounts will be paid directly into the Cash Management Fund, a money market account with American Funds, into a 403B account set up in the retiree's name.

This acknowledgement and Release is hereby signed and executed by me this _____ day of _____, 20____.

Signed: _____

(_____), Retiree
Print Full Name

STATE OF MICHIGAN)SS
COUNTY OF _____)

On this _____ Day of _____, 20____, before me personally appeared _____, known and identified to be the person described herein and who states that he/she has read, understands, and executes the foregoing instrument and acknowledges the same as his/her free act and deed.

, Notary Public

_____ County, Michigan

My Commission Expires: _____

FOR HARRISON EDUCATION
ASSOCIATION

FOR HARRISON COMMUNITY
SCHOOLS

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

PENSION ELIGIBILITY REQUIREMENTS

To retire with a regular pension, you must meet minimum age and service requirements. You may also qualify for early retirement with a permanently reduced pension or defer your retirement.

Regular Retirement

You are entitled to a regular pension if you meet the following age and service requirements:

- Any Age * with at least 30 ** years of service credit.
- Age 60 with at least 10 years of service credit.
- MIP members may retire after five years of service if you are at least age 60; have at least five years of **credited** service; have at least 0.1 year of service credit in **each** of the five school fiscal years immediately preceding your retirement effective date; and terminated Michigan public education **service** immediately preceding your retirement effective date.

* At least 15.0 years must be MPSERS service credit
Basic plan members must be at least age 55.

** If you use Universal buy-in credit to fulfill the 30-year service requirement, your pension may begin no earlier than age 46.