

Master Agreement

Between the
Harbor Springs Education Association
NMEA/MEA/NEA
And the
Harbor Springs Public Schools

2009-2010

2010-2011

2011-2012

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PREAMBLE

The Board and Association recognize and declare that providing a quality education for the children of Harbor Springs is their mutual aim, that the primary duty and responsibility of the teachers is to teach, and that the school and the school day should be organized so as to achieve this aim.

AGREEMENT

This agreement entered into by and between the Board of Education of the Harbor Springs Public School District, Harbor Springs, Michigan, hereinafter called the "Board" and the Northern Michigan Education Association, MEA-NEA, and its local affiliate, the Harbor Springs Education Association, hereinafter called the "Association".

ARTICLE 1

RECOGNITION

- 1.1 The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in the Public Employment Relations Act, Act 336 of the Public Acts of 1947, as amended, for all certified teaching personnel under contract, but excluding Superintendent, principals, director of community schools, counselors, substitute teachers and all support personnel.
- 1.2 The term "teacher" when used hereinafter in this Agreement shall refer to all certificated employees represented by the Association in the negotiation unit.
- 1.3 The Board agrees not to negotiate with any teacher or teacher organization other than the Association or its designated representative for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, provided that the Association has been given opportunity to be present at such adjustment.
- 1.4 All teachers in the negotiating unit, as a condition of continued employment shall either:
 - A. Sign and deliver to the Board an assignment authorizing deductions of membership dues of the Association (including all affiliated education associations); or
 - B. Cause to be paid to the Association, or authorize deduction for a service fee to the Association, pursuant to the Ferris court case "Policy Regarding Objections to Political-Ideological Expenditures". This service fee shall be paid on or before the thirtieth (30th) day following the beginning of the school year or beginning of their employment.

- 1.5 In the event that neither of the provisions of paragraph 1.4 are met the following procedures shall be followed:
- A. The Association shall notify the teacher of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall further advise the recipient that a request for discharge may be filed with the Board in the event compliance is not effected.
 - B. If the teacher fails to comply, the Association may file charges in writing, with the Board, and shall request termination of the teacher's employment. A copy of the notice of non-compliance and proof of service shall be attached to said charges.
 - C. The Board shall process complaints against tenure teachers in accordance with Teacher Tenure Act, the Association being the charging party.
 - D. In the event the teacher is a probationary teacher, the Board shall immediately notify said teacher that his/her services shall be discontinued at the end of the current school year.
 - E. In the event of payment in full for the entire school year at any time prior to discharge, or prior to the employment of a replacement, charges may be withdrawn.
- 1.6 The Board agrees to deduct, from the salaries of teachers, dues as specified in paragraph 1.4, or a representation fee when voluntarily authorized in writing.
- 1.7 Authorization for deductions of dues shall be filed with the Superintendent within twenty (20) working days after the start of the school year.
- 1.8 Dues authorizations once filed with the Superintendent shall continue in effect until a revocation form in writing and signed by the teacher is filed with the Superintendent and the Treasurer of the Association. It is expressly understood that the Superintendent and the Board need only honor one authorization form for dues per year per teacher.
- 1.9 The Association shall, within ten (10) working days of the commencement of the school year, give written notification to the Superintendent of the amount of its dues and notification shall not be subject to change during the entire school year.
- 1.10 Dues deductions shall be transmitted by the Superintendent to the Association treasurer within two working days after such deductions are made. Such deductions shall be made in twenty (20) installments beginning with the second salary check in September and from each check thereafter until twenty (20) deductions for dues have been made.
- 1.11 The Association agrees to assume the legal defense of any suit or action brought against the Board regarding this Article. The Association further agrees to indemnify the Board for any costs or damages which may be assessed against the Board as the result of said suit or action, subject however, to the following conditions:

- A. The damages have not resulted from the negligence, misfeasance, or malfeasance of the Board or its agents.
 - B. The Association has the right to choose the legal counsel to defend any said suit or action.
 - C. The Association shall have the right to compromise or settle any claim made against the Board under this section.
- 1.12 Nothing contained herein shall be construed to deny or restrict to any teacher rights he/she may have under the Michigan General School Laws or applicable civil service laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

ARTICLE 2

BOARD RIGHTS

- 2.1 Except as modified by the specific terms of this Agreement, the Board shall retain all rights and power to manage the Harbor Springs Public Schools and to direct its employees as conferred by the Laws and Constitution of the State of Michigan and inherent in the Board's responsibility to manage the school system including but not expressly limited to the right:
 - 2.2 To the executive management and administrative control of the school system and its properties and facilities, and the school activities of its employees during the employee working hours;
 - 2.3 To hire all employees, and subject to the provisions of law, to determine their qualifications and conditions of their continued employment, or their dismissal or demotion; and to promote and transfer all such employees;
 - 2.4 To establish levels and courses of instruction including special programs, and to provide for athletic, recreational, and social events for students, all as deemed necessary and advisable by the Board;
 - 2.5 To provide and approve the selection of textbooks, teaching materials, and aids necessary for an adequate instructional program;
 - 2.6 To determine class schedules, hours of instruction, and the duties, responsibilities and assignments of teachers;
 - 2.7 The exercise of all the foregoing powers, rights, authority, duties and responsibilities of the Board, the adoption of policies, rules and regulations in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific terms of this Agreement and then only to the extent such specific terms are in conformance with the Constitution and Laws of the State of Michigan and of the United States.

ARTICLE 3

TEACHER RIGHTS

- 3.1 Pursuant to the Public Employment Relations Act, Act 336 of the Public Acts of 1947, as amended, 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 of negotiation and other lawful activities for mutual aid and protection. As a duly elected body exercising governmental power under the law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any right conferred by Act 336 or other laws of Michigan or the constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association, his/her participation in any activities of the Association or collective professional negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- 3.2 The Board specifically recognizes the right of its employees appropriately to invoke the assistance of the State Labor Mediation Board, or a mediator for such public agency, or arbitrator appointed pursuant to the provisions of this agreement, and the Board agrees to be bound by any lawful order or award thereof.
- 3.3 The Association and its members shall have the right to use school building facilities at all reasonable hours for meetings, i.e. 8:00 a.m. to 11:00 p.m. during the school year or any other time when no special services are required. The use of any building shall be cleared with the building principal or the Superintendent. No teachers shall be prevented from wearing insignia, pins or other identifications of membership in the Association either on or off school premises. The Association has the right to use bulletin boards in the facility lounges and has the right to place printed or duplicated material relative to the Association in faculty mailboxes. The Association shall not be responsible for normal maintenance or utility costs in exercising their rights under this section but will assume responsibility or any additional expenses to the school district or damage caused by the Association.
- 3.4 The Board agrees to furnish to the Association, in response to reasonable 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 certificated personnel, allocations (including county allocation Board budget), agenda of all Board meetings, Treasurer's reports, and census and membership data. Adopted Board Minutes will be sent to the Association president after each meeting. The Association president will also be notified of any Special meetings to be held by the Board. The Board agrees to furnish such 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.

- 3.5 Upon request, the Board shall inform the Association of any new or modified fiscal, budgetary or tax programs, construction programs, or major revisions of educational policy, which are proposed or under consideration and the Association shall be given an opportunity to express its views on said matters.
- 3.6 The employer agrees not to discriminate based on age, race, creed, color, nationality, sex, origin or marital status.

ARTICLE 4

PROFESSIONAL COMPENSATION

- 4.1 The salaries of teachers covered by this agreement are for 182 days of work and are set forth in Appendix A which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect as designated each year. Teachers will not be required to report to work on Act of God days and will experience no loss of pay.
- 4.2 The salary schedule is based upon a normal teaching load, as hereinafter defined for not to exceed the number of days specified in the calendar during normal teaching hours. For each additional class the teacher shall be entitled to appropriate additional salary. This salary shall be determined by dividing his/her base salary, as set forth in Appendix A, by the number of class periods scheduled daily. The number of daily class periods currently scheduled at grades 6-12 is six.
- 4.3 Teachers may, as a representative group and through the assistance of their building principals, initiate changes in building scheduling which would positively impact the student population. Any changes will include the following standard procedures in building schedules:
 - A. A compilation of "Best Practice" research.
 - B. A representative committee of teachers and respective building principal to study the proposed change.
 - C. Consensus of affected building teachers.
 - D. An annual evaluation procedure by the committee specified in "B" above.
- 4.4 The Board agrees that the chief negotiator for the Association engaged during the school day in negotiations on behalf of the Association with the Board and/or its designated representative during the term of this Agreement shall be entitled to released time, as needed, without loss of salary.
- 4.5 Experience outside the school system shall be evaluated by the Board and credit for up to one (1) year less than the BA or MA Maximum may be allowed. Two years credit of the total allowance will be granted for military service upon presentation of an honorable or medical discharge certificate.

- 4.6 Increments become effective September 1 of each year and advancement under the salary schedule shall be automatic as of September 1.
- 4.7 A staff teacher shall be compensated at the rate of ten dollars (\$10.00) for each period of duty of which he substitutes during his/her preparation period.
- 4.8 A teacher may elect to have his/her contractual salary paid in:
- A. twenty-one equal installments
 - B. twenty-six equal installments or
 - C. twenty-six installments with the balance paid in full the first payday of June.
 - D. Such election must be made prior to the issuance of individual contracts or no later than the first week of school.
- 4.9 Upon advance approval of the Superintendent and Principal, the Board shall reimburse teacher tuition for any course work completed after a Master's Degree. This course work shall be limited to six (6) semester hours per fiscal year and would include classes offered at the graduate and undergraduate level. The Board shall pay the fee for certificate renewal. A copy of the application/reimbursement form shall be attached as an addendum to this Agreement.
- 4.10 Masters + 20, as referred to in the salary schedule, shall mean the attainment of a Master's Degree and subsequently twenty (20) additional graduate semester hours (thirty (30) term or quarter hours).
- 4.11 If the Board decides it is necessary to certify a teacher in another area and the teacher agrees to be recertified, the Board shall pay tuition, books and fees. In addition, the Board will pay a stipend of \$300.00 per semester hour taken during the summer non-school days.

ARTICLE 5

TEACHING HOURS

- 5.1 The Board recognizes the principle of a normal forty (40) hour work week exclusive of lunch periods. The Board agrees not to require teachers regularly to work in excess of such normal work week.
- 5.2 The Board and the teachers agree that the length of the normal instructional day and the number of minutes of instruction per day at each school site will not be less than the number required for NCA Accreditation nor less than the minimum required in order to meet State of Michigan annual student instructional hour requirements at each site. Teachers shall be in their buildings prior to the beginning of the pupils' day and shall report to their teaching stations when the first bell rings in the morning and at noon.

Teachers understand they should be at their teaching stations until 3:11 p.m. to plan, meet with students and/or parents for additional help, and for tutoring, consultation, or to meet with other teachers, etc., unless there is an emergency or the principal has given other directives. On Fridays and days preceding holidays or vacations, the teachers' day shall end at the close of the pupils' day.

- 5.3 All teachers shall be entitled to a duty-free uninterrupted lunch period of 45 minutes. Beginning with the 2003/2004 school year, all teachers shall be entitled to a duty-free uninterrupted lunch period of 35 minutes. The adjustment in the length of the employee duty-free uninterrupted lunch period will result in the beginning and ending of the school instructional day being ten (10) minutes closer together in 2003/2004 than in 2002/2003.

ARTICLE 6

TEACHING LOADS AND ASSIGNMENTS

- 6.1 The normal daily schedule for all full-time certificated personnel in the middle and senior high school will include one unassigned planning period. The term "unassigned planning period" shall be construed to include the use of this period for purposes other than planning when daily schedule changes are necessary.
- 6.2 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 their teaching certificates or their major or minor fields of study. All teaching positions shall be filled by certified teachers. Every first year teacher shall provide the general office with a complete up-to-date transcript no later than the fourth Friday of September. Every teacher who earns additional credit should up-date their transcripts annually by the same date.
- 6.3 The normal weekly schedule for all certificated personnel in the elementary school will include a minimum of 265 minutes of planning time during the student contact day per week, which must be in blocks of no less than 20 minutes per period and may include a duty-free recess. Any anticipated changes that significantly impact the amount of recess used as planning time will create the need for a recess committee (elementary principals and two teachers from each elementary school that have been selected by their staffs). The committee will determine those changes.
- 6.4 Teachers who will be affected by a change in grade assignments in the elementary school and by changes in subject assignment in the secondary school will be notified by their principals as soon as practicable. Such changes will be voluntary to the extent possible. Every effort will be made to avoid reassigning probationary teachers to different subjects or grade levels unless the teacher requests such change.
- 6.5 Each teacher will be notified of his/her probable teaching assignment for the following year no later than the last day of school. Notification will occur as soon as possible when changes need to be made during the summer.

- 6.6 Any extra curricular assignment or additional daily class for which a teacher is paid, in addition to his base salary, shall be voluntary.
- 6.7 Vacancies in the school district shall be posted and teachers covered by this agreement shall be given consideration for filling vacancies provided their certification and qualifications are equal to or better than others applying. A vacancy shall be defined for purposes of this Agreement as a position within the bargaining unit presently unfilled including newly created positions.
- 6.8 Vacancies occurring within the bargaining unit, including newly created positions, shall be posted on a designated bulletin board in each district building along with a copy of such posting sent to the Association President. Positions as above described shall be posted at least ten (10) school days prior to being filled, except such time limits may be condensed with the mutual agreement of the Association during the ten work days prior to and five work days after the beginning of a new school year so that the District may fill positions in a timely fashion when there are late resignations, illnesses, or when enrollment increases require additional staff. Bargaining unit members may apply for such positions by submitting a written application to the place designated on the posting.
- 6.9 During the summer months when regular school is not in session, the Employer will post in the Superintendent's office all vacancies as above described and shall also forward at the same time copies of said vacancies to the Association President. Positions so posted shall remain posted for fourteen (14) calendar days if the vacancy occurs after August 1, and twenty-one (21) calendar days if the vacancy occurs before August 1, except as may be modified as outlined in 6.8 (above).
- 6.10 Bargaining unit members shall be given first opportunity to bid on all vacancies. All vacancies shall be filled on the basis of certification(s) and qualification(s) of all candidates that apply. If current bargaining unit members are chosen to fill the position and their certification(s) and qualification(s) are equal, seniority would then become a determining factor.
- 6.11 Since frequent transfers of teachers from one school to another is disruptive of the educational process and interferes with optimum teacher performance, the parties agree that unrequested transfers of teachers are to be minimized. No teacher shall be transferred without prior notification and conference with supervisor. Teacher may request that association representative be present at conference.
- 6.12 Any certificated teacher who is assigned and agrees to supervise the lunchroom will be paid as outlined in Appendix B.
- 6.13 A Mentor Teacher shall be defined as a Master Teacher as identified in section 1526 of the School Code and shall perform the duties of a Master Teacher as specified in the code. The Mentor Teacher shall be a tenured member of the bargaining unit mutually agreed upon by the parties listed in 6.15. If there are no bargaining unit member volunteers, a retired K-12 teacher may be selected.

- 6.14 Each bargaining unit member in his/her first three (3) years in the classroom shall be assigned a Mentor Teacher selected by the Association, the Administration, and the Mentee Teacher. The Mentor Teacher shall be available to provide professional support, instruction and guidance. The purpose of the mentor assignment is to provide a professional who can offer assistance, resources and information in a non-threatening collegial fashion.
- 6.15 A Mentor Teacher shall be assigned in accordance with the following:
- A. Participation as a Mentor Teacher shall be voluntary.
 - B. The District shall immediately notify the Association of those members requiring a mentor assignment.
 - C. Every effort will be made to match Mentor Teachers and Mentees who work in the same building and have the same area of certification.
 - D. Mentee shall only be assigned to one (1) Mentor Teacher at a time.
 - E. The Mentor Teacher assignment shall be for one (1) year subject to review by the Mentor Teacher and Mentee after six (6) months. The appointment may be renewed in succeeding years.
- 6.16 Because the purpose of the mentor/mentee match is to acclimate the bargaining unit member and to provide necessary assistance toward the end of quality instruction, the Board and the Association agree the relationship shall be confidential and shall not, in any fashion, be a matter included in the evaluation of the Mentor Teacher or Mentee. Neither the Mentor Teacher nor the Mentee shall be permitted to participate in any matter related to the evaluation of the other. Further, the Mentor Teacher shall not be called as a witness in any grievance or administrative hearing involving the Mentee, except a Mentor Teacher may be called upon to testify regarding any alleged unlawful activity involving a student.
- 6.17 Upon request, and with prior approval, the Administration shall make available up to five, one-half days of release time so the Mentor Teacher may work with the Mentee in his/her assignment during the regular work day. Where possible the Mentor Teacher and Mentee shall be assigned common preparation time.
- 6.18 New teachers (less than three years experience) shall be provided with a minimum of fifteen (15) days of professional development induction during their first three (3) years of classroom teaching. Professional development shall be scheduled, whenever possible, within the parameters of the regular work day and work year. The school district will pay the costs of professional development including materials, fees, and mileage. If mentor training becomes mandated, the parties agree to bargain a stipend for mentors.

- 6.19 The mentor teachers will each choose their method of compensation from the following options: 1) attending a conference of their choice with a maximum of \$350 cost to the school district; 2) extra materials or supplies for their classroom not to exceed \$350; 3) taking their class on a field trip, cost not to exceed \$350; or 4) a stipend as noted: Year one, \$450.00; year two, \$350.00; year three, \$250.00.

ARTICLE 7

TEACHING CONDITIONS

- 7.1 Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class size shall be adjusted whenever possible to achieve the ratios prescribed in the NCA-Accreditation standards or State of Michigan guidelines. If an overload is believed to exist, the teacher may inform the administration of the situation. The parties may join together to work on a remedy for the overload situation.
- 7.2 If an elementary teacher is required to teach a class larger than the average class (as defined in the following paragraph) he/she shall be reimbursed two hundred dollars (\$200.00) for each student above the average class size provided the additional students are a result of the failure of the Board to employ ten (10) classroom teachers for grades one through five. The average elementary class size shall be determined by dividing the official enrollment in grades 1 - 5 by 10, the number of available classrooms. If the average class size, as determined in the paragraph above, falls below twenty-five (25) the extra pay provisions will not apply unless any elementary teacher is required to teach a class larger than thirty (30) students.
- 7.3 Any teacher required to teach a split grade shall receive five hundred dollars (\$500.00) above the regular step on the salary schedule. Experienced teachers on the staff shall be offered these assignments first.
- 7.4 The provisions of this section shall not apply to any experimental grouping of students for a period of four (4) years from the date such experimentation begins. It is further agreed that no such experimentation will be undertaken without consultation with the elementary faculty.
- 7.5 Teachers and members of the administrative staff shall confer from time to time for the purpose of improving the selection and use of educational equipment and materials. The Board agrees at all times to keep the schools reasonably equipped and maintained.
- 7.6 Medically Fragile: No bargaining unit member, except a school nurse, shall be required to provide school health services.
- 7.7 For the purposes of this article, the term "school health services" shall mean any act or function constituting the "practice of medicine" AND/OR "PRACTICE OF NURSING" within the meaning of Sections 17001 AND 17201 of the Public Health Code (MCL 333.17001, 17201).

- 7.8 Administering Medication: In the event no school medical personnel are employed by the district, bargaining unit members may be required to administer medication to pupils only when the following conditions are met:
- A. The parents or guardians have given prior written approval for the administration of the medication by non- medical personnel.
 - B. The aforementioned permission is accompanied by a prescription and written instruction from the attending physician.
 - C. Necessary equipment and supplies are provided.
 - D. Prior training is provided with regard to medication protocol, equipment and procedures. Such training shall be provided at the Employer's expense within the teacher's regular duty day.
- 7.9 The Employer shall indemnify and save harmless from any liability bargaining unit members who administer medication to pupils when directed to do so by school supervisory personnel.
- 7.10 While the parties acknowledge the policy of Least Restrictive Environment is legally mandated, they also recognize the extent to which any individual handicapped student should participate in regular education programs and services must be appropriate to that student's unique needs determined by an individual educational planning committee (IEPC) on an individual basis.
- 7.11 Further, the parties recognize that whether any handicapped student's participation in regular education programming can be achieved satisfactorily will depend upon the multiplicity of factors including most notably, proper planning and coordination of the student's regular and special education programming, appropriate supportive assistance to regular education personnel (e.g., training regarding the teaching/training of the handicapped student in the regular education classroom, access to consultive special education personnel, provision of support personnel and class sized reduction which would be appropriate based on individual placements) and the reasonableness of the demands placed upon regular education classroom personnel. Assistance shall be made immediately available as needed.
- 7.12 Any bargaining unit who will be providing instructional or other services to a handicapped student in a regular education classroom setting shall be invited to participate in the individual educational planning committee (IEPC) which may initially place (or continue the placement of) the student in a regular education classroom. The student's IEPC will specify and provide all supplementary aides, support personnel, materials and other related services deemed necessary to satisfactorily achieve educating the student in the regular education classroom. The district shall make every reasonable effort to support the receiving teacher with necessary classroom materials and training.

- 7.13 The administration shall provide, prior to such placements whenever possible, in-service training to the teacher regarding the instruction and behavioral management of such special education students in the regular education classroom setting. As ongoing support the administration shall also provide a minimum of 45 minutes per week and an additional one-half day per month for the inclusive team planning above the minimum minutes specified in the negotiated agreement. The inclusive team will consist of the classroom and special education teachers working together to formulate and co-teach daily lesson plans to meet the specified goals of the handicapped student in the regular classroom.
- 7.14 The inclusive team and the building principal will meet at the end of each year to evaluate the impact of this teaching approach.

ARTICLE 8

LEAVE PAY

- 8.1 Any teacher absent from duty on account of personal illness or any other approved reason shall be allowed full pay for a total of fourteen (14) days per year, accumulative to one hundred eighty (180).
- 8.2 Any teacher entering the school system shall be credited with five (5) days sick leave on the first day he/she reports for duty and one (1) additional day the first day of each month through June 1 of his/her first year of employment.
- 8.3 A teacher who has exhausted his/her sick leave during the first year in the system shall forfeit one day's salary for each subsequent day of absence due to illness.
- 8.4 A teacher shall be repaid for salary deductions made as per paragraph 8.3 (above) in the following manner: One day's salary for each day of sick leave accumulated by the end of the school year.
- 8.5 Any teacher who has sick leave time accumulated from the previous year or who had taught the previous year and used up his/her sick leave shall be credited with fourteen (14) days on the first day he reports for duty.
- 8.6 Any teacher absent more than five (5) consecutive days because of illness may be required to submit a statement from a doctor certifying such illness.
- 8.7 The provisions of this Article shall apply to absence due to surgery when the surgeon certifies that such surgery must be performed immediately.
- 8.8 The Board shall provide each bargaining unit member with a written statement at the beginning of the school year setting forth the total accumulated sick leave credit, if any.

- 8.9 An employee, upon severing employment with the Harbor Springs Public Schools, shall receive fifty dollars (\$50.00) for each unused sick day provided a letter of retirement/resignation is submitted to the Superintendent not later than seventy- five (75) days preceding the official date of retirement/resignation (notification time period may be shortened by mutual written agreement of both parties). This severance is available to any employee who has twenty (20) or more years of service in the Harbor Springs School District. In the event of death of the employee prior to severance, this benefit shall be paid to the beneficiary.

ARTICLE 9

LEAVES OF ABSENCES

- 9.1 Leaves of absence with pay chargeable against the teacher's allowance shall be granted for the following reasons:
- A. Serious illness in the immediate family. Immediate family shall be limited to father, mother, brother, sister, spouse, children and grandparents and shall include such relationships acquired through marriage or adoption.
 - B. One day when emergency illness in the family requires a teacher to make arrangements for necessary medical or nursing care.
 - C. Time necessary for attendance at the funeral service of a person whose relationship to the teacher warrants such attendance.
 - D. Three (3) personal days. Notification for such leave must be made to the building principal three (3) days prior to the absence unless it is an emergency. Under no circumstances can such leaves be used to extend a vacation. Personal days will not be granted for the day before or after a vacation period, or on a day before or after other school recesses without written request and approval. When school is not in session due to the observance of a national holiday, it shall not be considered as a school recess.
- 9.2 Leaves of absence with pay not chargeable against the teachers' allowance shall be granted for the following reasons:
- A. A maximum of five days per school year per death in the immediate family (as defined in paragraph 9.1.A of this article).
 - B. Absence when a teacher is called for jury service. For such service the teacher shall be paid his/her daily salary less the fee for jury duty.
 - C. Court appearance as a witness in any case connected with the teacher's employment or the school or whenever the teacher is subpoenaed to attend any proceeding when a deposition is not acceptable.
 - D. Approved visitation at other schools or for attending educational conferences or conventions.

- E. Time necessary to take the selective service physical examination.
 - F. Absence from work because of mumps, scarlet fever, measles, or chicken pox.
- 9.3 Leaves of absence without pay may be granted upon application for the following purposes:
- A. Study related to the teacher's certification.
 - B. Study to meet eligibility requirements for a certificate other than that held by the teacher.
 - C. Study, research, or special teaching assignment, involving probable advantage to the school system.
- 9.4 Unpaid leaves of absence are not to exceed one contract year. All leaves shall have beginning and ending dates.
- 9.5 Regular salary increment occurring during leave as specified in paragraph 9.3.C (above) will be allowed and sick leave time accumulated prior to such leave will be credited to the teacher upon his/her return.
- 9.6 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 one year. The leave may be renewed each year upon written request by the teacher and the consent of the Board. Upon return from leave, a teacher shall be assigned to the same position if available, or a substantially equivalent position.
- 9.7 Absence due to injury incurred in the course of the teacher's employment shall not be charged against the teacher's sick leave days. The Board shall pay to such teacher his/her salary less benefits received under the Michigan Workman's Compensation Act.
- 9.8 Upon written request, a teacher shall be granted a maternity or adoption leave without pay. Such leave shall be granted for a minimum of one contract year and may be renewed upon written request and with official Board action for one additional contract year.
- 9.9 The teacher may return at the beginning of the school year following such leave if her physician certifies she is physically able to do so. The teacher must inform the Board in writing of his/her intention to return from such leave at least ninety (90) days prior to the end of the last semester of such leave. Failure to comply with this notification shall constitute voluntary teacher resignation from Board employment.
- 9.10 Teachers who are officers of the Association or are appointed to its staff should, upon proper application, be given leave of absence of no more than one year without pay for the purpose of performing duties for the Association.

- 9.11 At the beginning of the school year, the Association shall be credited with eight (8) days to be used by teachers who are officers or agents of the Association for attendance at NEA, MEA, or other professional meetings. The Association shall reimburse the Employer for the full per diem pay for substitute teachers during such absences when substitutes are necessary. No more than two teachers shall be absent for these purposes on the same date except by mutual agreement of the parties.
- 9.12 Military leaves of absence shall be granted to any teacher who shall be inducted for military duty to any branch of the armed forces of the United States. Teachers on military leave shall be given the benefit of any increment and sick leave allowance which would have been credited to them had they remained in active service in the system.
- 9.13 The Board shall grant a leave of absence without pay for up to one year or the length of the term to any teacher to campaign for, or serve in, public office. Leaves to campaign shall be subject to renewal upon request of the teacher at the will of the Board.
- 9.14 Any teacher who attempts to circumvent or who deliberately violates the provisions of paragraphs 9.1 and 9.2 of this Article shall be suspended automatically without pay for five (5) days.

ARTICLE 10

INSURANCE PROTECTION

- 10.1 The Board agrees to furnish to all teachers desiring it, the following **MESSA Choices II** insurance protection:

Plan A **MESSA Choices II** (For teachers electing health coverage)

Prescription drug coverage:

2009-2010: \$10 Rx with Reimbursement to \$5/\$10 Rx Language

The Employer shall reimburse the difference for each prescription co-pay for the \$10 Rx plan as follows: \$5/up to a 34-day supply; \$15/90-day supply; \$18/90-day supply mail order.

2010-2011: \$10 Rx with Reimbursement to \$5/\$10 Rx Language

The Employer shall reimburse the difference for each prescription co-pay for the \$10 Rx plan as follows: \$5/up to a 34-day supply; \$15/90-day supply; \$18/90-day supply mail order.

2011-2012: \$10/\$20 Rx with Reimbursement to \$5/\$10 Rx Language
 The Employer shall reimburse the difference for each prescription co-pay for the \$10/\$20 Rx plan as follows:

	Generic:	Name Brand:
Up to 34-day supply	\$5	\$15
90-day supply	\$15	\$35
90-day supply mail order	\$18	\$38

Long Term Disability

70%, \$5,000 monthly maximum income benefit
 \$7,143 maximum monthly salary
 120 calendar days modified fill, 2 years own occupation
 Offset of other income - family, 5% minimum payout
 Freeze on offsets
 Alcoholism/drug addiction and mental/nervous same as any other illness
 Maternity coverage and rehabilitation benefit - standard
 COLA
 Pre-existing condition waiver

Delta Dental

100% Class IA : 90% Class IB, 90% Class II, 90% Class III
 \$1,000 Class I&II yearly maximum, \$1,500 ortho lifetime maximum
 Rider: basic coverage

Negotiated Life

\$30,000 AD & D

Vision

VSP III Plus

Plan B (For teachers not electing health coverage.)

Long Term Disability

Same as Plan A

Dental

Same as Plan A

Vision

Same as Plan A

Negotiated Life

\$50,000 AD & D

Dependent Life

\$2,000 spouse/ \$2,000 child

10.2 Full-time teachers will be given the option to take either MESSA CHOICES II medical plan or MESSA PAK B with an annual cash stipend of \$1,500.

10.3 This insurance will be in force from September 1 to August 31 of each school year.

- 10.4 When a teacher leaves the system prior to the end of the school year, his/her insurance will be terminated as of the first of the month following his/her termination of service.
- 10.5 A teacher entering this system as a new employee during the school year will be covered by this insurance as of the first day of the month following his/her employment and such coverage shall continue through August 31.
- 10.6 The Board agrees to assume the legal defense of any suit or action brought against the Association regarding this section of the collective agreement. The Board further agrees to indemnify the Association for any costs or damages which may be assessed against the Association as a result of said suit or action, subject, however, to the following conditions.
 - A. The damages have not resulted from the initiation of legal action by the Association or its agents.
 - B. The Board, after consultation with the Association, has the right to decide whether to defend any said action or whether or not to appeal the decision of any court or other tribunal regarding the validity of the section or the defense which may be assessed against the Association by any court or tribunal.
 - C. The Board has the right to choose the legal counsel to defend any suit or action.
 - D. The Board shall have the right to compromise or settle any claim made against the Association under this section.
- 10.7 Every teacher employed by the Harbor Springs Public Schools shall have the right to participate in the MESSA Health Insurance Program through payroll deduction.
- 10.8 Teachers who work part-time (2/5 time or more) who need health insurance shall receive MESSA Choices II, single subscriber, fully paid by the Board. Teachers working part-time who do not need health insurance shall receive MESSA PAK Plan B fully paid by the Board.
- 10.9 The Board shall provide without cost to the teachers, public liability and accident coverage in the amount of not less than \$300,000 for each accident, in the case of teachers in the course of their work and all school sponsored activities.

ARTICLE 11

TEACHER EVALUATION

- 11.1 Understanding that the primary purpose of an evaluation is to improve the quality of instruction, then the work performance of all teachers shall be evaluated in writing. Probationary teachers shall be evaluated a minimum of two (2) times during each full school year of employment; at least once during the first semester and at least once during the second semester. No formal evaluation shall be made during any teacher's first month of service. Tenure teachers shall be evaluated at least once every three (3) years. Teacher evaluations are to be completed no later than April 30 unless an extension is mutually agreed upon by the principal and the teacher.
- 11.2 Evaluations shall be conducted by the teacher's immediate supervisor or an administrator working in the same building or otherwise familiar with the teacher's work, who shall be designated by the Board.
- 11.3 Each observation shall be made in person for a minimum of thirty (30) consecutive minutes or for an entire instructional period. All monitoring or observation of the work of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, closed circuit television, public address or audio systems and similar surveillance devices shall be strictly prohibited.
- 11.4 A copy of the written evaluation shall be submitted to the teacher at a personal interview within ten days of the evaluation visit and the teacher shall have the opportunity to review the evaluation report. A teacher who disagrees with an observation or recommendation may submit a written answer which shall be attached to the file copy of the observation in question.
- 11.5 Within thirty (30) days of initial employment, each probationary bargaining unit member shall be provided with the Individualized Development Plan (Appendix H). The Individualized Development Plan shall be discussed with the probationary employee at a conference called by the evaluator for that purpose.
- 11.6 An evaluation cycle shall be defined as having: 1) a pre-observation conference; 2) work site observation(s); 3) post observation conference(s); and, 4) a written evaluation.
- 11.7 To begin the evaluation cycle, the evaluator shall hold a pre-evaluation conference with the bargaining unit member employee. The purpose of this conference is to review the evaluator's expectations as set forth in the IDP, arrange an observation schedule and to provide a tentative time schedule for the entire evaluation cycle.
- 11.8 Within ten (10) school days of each classroom observation the evaluator will meet with the employee to discuss the observation. This discussion will take place in a personal conference. The evaluator will review his/her observation notes with the employee. Any unsatisfactory behavior shall be supported by observation. The evaluator and the bargaining unit member will discuss suggestions for remediation.

- 11.9 No later than ten (10) days after the final classroom observation of a tenure or probationary employee, the evaluator shall prepare the written evaluation using the evaluation form (Appendix I) of this Agreement. The completed written evaluation form shall be presented to and reviewed with bargaining unit member employee in a personal conference called by the evaluator for that purpose. Each rating given by the evaluator on the form shall be supported by the evaluator's observation.
- 11.10 No later than April 10 of each probationary year, the final written evaluation report will be furnished to the Superintendent covering each probationary teacher. In the event a probationary teacher is not continued in employment, the Board will advise the teacher of the reasons therefore in writing.
- 11.11 Each teacher shall be notified of and have the right to review and initial any additional materials added to his/her file and upon request to review the contents of his/her personnel file. A representative of the Association may, at the teacher's request, accompany the teacher in the review. Should the district receive a Freedom of Information Act (FOIA) request for any teacher's file or a portion thereof, the district will immediately notify the teacher of said request. The district will not respond to the request until the Superintendent and teacher have an opportunity to meet and discuss request. This meeting must occur in a timely manner and, 1) not extend beyond the legal allotted time line (5 days) and, 2) give the district sufficient time to respond.
- 11.12 A teacher shall, at all times, be entitled to have present, at his/her request, a representative of the Association as an observer when he is being formally reprimanded for any infraction of discipline 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.
- 11.13 No teacher shall be disciplined without due process and just cause.

ARTICLE 12

PROTECTION OF TEACHERS

- 12.1 The Board recognizes its responsibility to continue to give administrative backing and support to its teachers, although each teacher bears primary responsibility for maintaining proper control and discipline in the classroom. The teachers recognize that all disciplinary actions and methods invoked by them shall be reasonable and just, and in accordance with the provisions of the School Code. It shall be the responsibility of the teacher to report to their principal the name of any student who, in the opinion of the teachers, needs particular assistance from skilled personnel. The teacher shall, upon request, be advised by the principal of the disposition of the teacher's report that a particular student needs such assistance.

- 12.2 A teacher may use such force as is necessary to protect himself from attack or to prevent injury to another student. A teacher may exclude a student 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 furnish the principal, as promptly as his/her teaching obligations will allow, full particulars of the incident.
- 12.3 Any case of assault upon a teacher which has its inception in a school-centered problem shall be reported immediately in writing to the Superintendent or his/her designated representative. In the event of such an assault, the teacher involved may request assistance of the Board. Such request shall be made in writing to the principal, who with the Superintendent shall make a determination as to whether the conduct of the teacher making the request justifies any assistance from the Board, and the extent thereof. When the request has been approved, the Board shall render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.
- 12.4 If any teacher is complained against or sued as a result of any reasonable action taken by the teacher while in pursuit of his/her employment, the Board will provide legal counsel and render all necessary assistance to the teacher in his/her defense.
- 12.5 Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher.
- 12.6 The Board will reimburse a teacher, in an amount not to exceed two hundred dollars (\$200.00) for loss, damage, or destruction while on duty in the school, of personal property of a kind normally worn or brought into the school building, when the same has not been caused by the negligence of the teacher. The Board will reimburse teachers for malicious damage or destruction which occurs to a teacher's car while a teacher is on duty. This obligation shall extend only to that portion of any such loss not covered by insurance taken out by the teacher and shall be payable only after the teacher has first exhausted all possibility of collection of such loss under his/her own insurance, if any.
- 12.7 Any complaint by a parent about a teacher shall be brought to the teacher's attention: if considered serious by the administrator receiving the complaint; if it is recorded in the teacher's personnel file; or if it is used as a basis for reprimanding a teacher. The parent making the complaint shall be identified unless confidentiality is protected by law.
- 12.8 Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property but shall not be individually liable, except in the case of gross negligence, or gross neglect of duty, for any damage or loss to person or property.

ARTICLE 13

NEGOTIATION PROCEDURES

- 13.1 This Agreement incorporates the entire understanding of the parties on all issues which were or could have been the subject of negotiations. During the term of this Agreement neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.
- 13.2 The parties will discuss and set an initial date to begin negotiations for a new Agreement covering wages, hours, terms, and conditions of employment of teachers employed by the Board no later than ninety (90) days before the expiration of this MASTER AGREEMENT.
- 13.3 In any negotiations described in this Article, neither party shall have any control over the selection of the negotiation or bargaining representatives of the other party and each party may select its representatives from within or without the school district. It is recognized that no final Agreement between the parties may be executed without ratification by a majority of the Board and by a majority of the membership of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratifications.
- 13.4 Within thirty (30) days after final ratification, or within thirty (30) days after Association and Board representatives have reviewed the final proof of the contract, whichever occurs last, copies of the Agreement shall be duplicated at the expense of the Board and presented to each teacher and all new teachers employed during the term of the Agreement.

ARTICLE 14

GRIEVANCE PROCEDURE

- 14.1 A claim by a teacher or group of teachers, that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement may be processed as a grievance as hereinafter provided.
- 14.2 The following matters shall not be the basis of any grievance filed under the procedures outlined in this Article.
- A. The termination of services or failure to reemploy any probationary teacher.
 - B. The placing of a non-tenure teacher on a third year of probation.

- C. The process of teacher evaluation, provided that procedures listed in Article 11, paragraph 11.1 through 11.13 have been followed.
- D. Any complaint or claim for which there is another remedial procedure or form established by law or regulation having the force of law.

14.3 Procedures:

A. Level One

1. In the event that a teacher believes there is a basis for a grievance, he/she shall first file the grievance with his/her building principal within ten (10) working days of such grievance.
2. At this meeting, and any subsequent meetings concerning this grievance, the teacher may be represented, if so desired, by the Association.
3. A grievance affecting two or more teachers may be filed by the Association.
4. Within five (5) working days of the receipt of the grievance, the building principal shall meet with the grievant to discuss the grievance. Within five (5) working days of the grievance hearing, the disposition of the grievance will be made in writing in accordance with the grievance form.

B. Level Two

1. In the event the grievant(s) is not satisfied with the disposition of the grievance by the building principal, the grievance may be filed in writing with the Superintendent within five (5) working days of the disposition by the building principal.
2. Within five (5) working days of the receipt of the grievance, the building principal and the Superintendent shall meet with the grievant(s) to consider the grievance. The Superintendent shall render a decision within five (5) working days of this meeting.

C. Level Three

1. In the event the grievant(s) is not satisfied with such decision the grievance may be filed with the secretary of the Board within five (5) working days of the receipt of the Superintendent's decision.

2. Within ten (10) working days from receipt of the grievance, the Board shall consider the grievance. The Board may hold a hearing thereon, may designate one or more of its members to hold a hearing or otherwise investigate the grievance, or prescribe such procedure as it may deem appropriate for consideration of the grievance provided, however, that in no event, except with the express written consent of the Association, shall final written determination of the grievance be made by the Board more than ten (10) working days after the Board has given consideration to the grievance or the next regular Board meeting, whichever comes first.

D. Level Four

1. In the event the grievant(s) is/are not satisfied with the decision of the Board, the Association shall notify the Board in writing within ten (10) days that the grievance is submitted for binding arbitration.
 2. The Association and the Board shall attempt to select an arbitrator locally. If the parties cannot agree on a local arbitrator within ten (10) working days they shall select an arbitrator from a list obtained from the American Arbitration Association.
 3. If the parties cannot agree as to the arbitrator from the list provided them, the arbitrator shall be selected by the American Arbitration Association in accord with its rules.
 4. Each party shall submit to the other party, not less than seventy-two hours prior to any hearing on a grievance, a pre-hearing statement alleging facts, grounds and rationale which will be proven at the hearing.
 5. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement.
 6. There shall be no appeal from the arbitrator's decision, if it is within the scope of his/her authority as set forth above. It shall be binding on the Board and the Association, its members, and the teacher or teachers involved.
 7. All arbitration proceedings shall be governed by the rules of the American Arbitration Association.
- 14.4 The meetings provided for in Levels One, Two and Three shall be a mutually agreed date and time.
- 14.5 If any teacher, for whom a grievance is sustained, shall be found to have been unjustly discharged, they shall be reinstated with compensation as determined by the remedy of the arbitrator. If they have been found to have been improperly denied of any professional compensation or advantage the same or its equivalent in money shall be paid to them as per the decision of the arbitrator.

- 14.6 The fees and expenses of the arbitrator shall be shared equally by the Board and the Association. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses from outside the school system called by the other.
- 14.7 A grievance may be withdrawn at any level without prejudice, but that same grievance may not be filed a second time. The failure of the grievant(s) to proceed from one step of the grievance procedure to the next step within the time limits set forth shall be deemed to be an acceptance of the decision previously rendered and shall constitute waiver of any future appeal concerning the particular grievance.
- 14.8 The grievant(s) shall be present for each level of the grievance procedure.

ARTICLE 15

LAYOFF AND RECALL

- 15.1 In the event that a professional staff reduction becomes necessary due to lack of finances or a decrease in student enrollment, the following criteria and procedure will be utilized, provided, such action is not contrary to the Tenure Act.
- 15.2 No reduction in staff shall take place until avenues of reduction have been explored.
- 15.3 Recognizing the problems as stated in the preamble to the unpredictability of millage elections, the Board agrees to discuss with the Association the possibility of a reduction of certified staff at the earliest possible date. At this time, the Association will be provided with all the facts, rationale, and reasons for need to lay off staff.
- 15.4 If staff reduction does become necessary, the following procedure will be utilized:
- A. Probationary teachers will be released first, according to seniority, provided there are fully qualified, full certificated teachers to replace and perform the duties of the laid off teachers.
 - B. If reduction is still necessary, then teachers in the specific positions being reduced or eliminated will be laid off in accordance with the following factors: Certification, qualification, and seniority.
- 15.5 No department shall be deleted from the curriculum due to staff reduction by seniority of staff unless by mutual agreement of Board and Association.
- 15.6 Definitions:
- A. **Certifications:** Possessing a State of Michigan Certificate appropriate to the teaching level.

- B. **Qualifications:** Possessing a major or minor appropriate to the teaching assignment as well as a sufficient number of credit hours in that academic area to meet accrediting agency standards.
 - C. **Seniority:** Seniority shall be defined as total years of service to the Harbor Springs School District in a position that required teacher certification dated from the first day the employee was required to work. A lottery (tiebreaker) will be used to determine the layoff of those bargaining unit members that have the same starting date.
- 15.7 Released teachers will be recalled to the first vacancy for which they are certified to reverse order of the release.
- 15.8 The Board shall give written notice of recall from layoff by sending a registered or certified letter or telegram to said teacher, at their last known address. The individual teacher is responsible for notifying the Board of any change of address. The teacher's address as it appears on the Board's records shall be conclusive when used in connection with lay-offs, recall, or other notice to the teacher.
- 15.9 If a teacher fails to report to work within the (10) days from delivery date of certified mailing of the recall, unless an extension is granted in writing by the Board, said teacher shall be considered as having quit and voluntarily terminated their individual employment relationship with the Board. However, a teacher may refuse work that is not equivalent in hours without forfeiting recall rights.
- 15.10 To settle impasses, the Board or its representatives shall call a meeting with the executive committee of the H.S.E.A. for the purpose of receiving professional staff recommendations before the Board makes a final decision on the teachers to remain.
- 15.11 A seniority list will be published within 30 days of ratification of this Agreement. The list will be posted in all buildings of the district and updated during the first week of school each year.

ARTICLE 16

MISCELLANEOUS PROVISIONS

- 16.1 The Board agrees at all times to maintain an adequate list of substitute teachers. Teachers shall be informed of a telephone number they may call before 6:30 a.m. to report unavailability for work. Failure to notify the administration of unavailability for work prior to 6:45 a.m. shall result in forfeiture of full pay for that absence. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher.

- 16.2 The Association shall deal with ethical problems arising under the Code of Ethics of the Educational Profession, as set forth in Appendix D, in accordance with the terms thereof and the Board recognizes that Code of Ethics is considered by the Association and its membership to define acceptable criteria of professional behavior.
- 16.3 Representative of the Board and of the Association will meet once a month when requested by either party for the purpose of reviewing the contract and to resolve problems that might arise. These meetings are not intended to by-pass the grievance procedure.
- 16.4 This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement.
- 16.5 Copies of this Agreement shall be duplicated at the expense of the Board and presented to all teachers now employed or hereafter employed by the Board.
- 16.6 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 of 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.
- 16.7 Teachers shall have the right to authorize payroll deductions for items other than dues deductions. Such deductions shall continue until notice is provided in writing to the Superintendent.
- 16.8 "SIP" as used in this Article shall mean a School Improvement Plan as provided in Act 197, P.A. 1989 [Section 15.1919 (919b) MSA].
- 16.9 The conditions that follow shall govern employee participation in any plan, program or project included in the term S.I.P.
- A. Participation by the employee is voluntary.
 - B. Participation or non-participation shall not be used as a criterion for evaluation, discipline, discharge, assignment or any other terms or conditions of employment.
 - C. No employee shall suffer reduction of bargaining unit employment as a result of the implementation of any plan adopted by the committee.
 - D. S.I.P. committees will not, in any way, alter the Master Agreement without the prior written agreement of the Association.

ARTICLE 17

SCHOOL IMPROVEMENT PLAN

- 17.1 One teacher representative from each building will be selected by the teachers at the building as members of the **District Steering Committee** to provide oversight in curriculum development/initiatives and school improvement. The **District Steering Committee** will also include principals, Superintendent, one Board of Education member, and Association president (or designee). In addition, two community members mutually agreed upon by **District Steering Committee**, will form membership in this committee.
- 17.2 All teachers are members of a **Subject Area Committee (SAC)** that meet on early release days to engage in curriculum planning and development. The overall purpose of each SAC is to empower teachers to effect change in teaching and learning. The leaders of each SAC will be chosen by members of each committee and will be supported by an administrator. Each teacher-leader of a SAC will also become a member of the **District Curriculum Council** that will meet monthly to plan SAC meetings.
- 17.3 Other committees may be established and approved by the **District Steering Committee**. Job descriptions will be posted with description of tasks, responsibilities, and expectations will be included in this job description, along with selection process, date and time of meeting.
- 17.4 Members of **District Steering Committee** and **District Curriculum Council** will be compensated at the rate of one percent (1%) of the teacher's regular annual salary for a teacher's participation on the first committee.
- 17.5 Teachers who work on an additional committee approved by the **District Steering Committee** shall be compensated at the rate of one percent (1%) of base for that committee work. A teacher shall receive pay for no more than two committees annually.
- 17.6 The **Problem Solving Committee** will meet monthly or as needed to discuss and/or remedy contractual or other district issues that may arise.
- 17.7 The **Problem Solving Committee** will be comprised of the HSEA Chief Negotiator and other negotiation members as needed, plus the Superintendent of Schools and/or the School Board President if desired.

ARTICLE 18

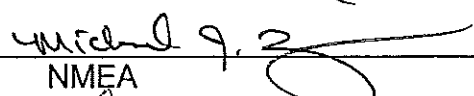
DURATION OF AGREEMENT

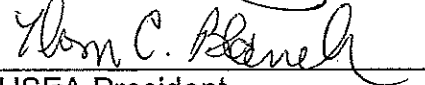
18.1 This Agreement shall be effective as of September 1, 2009, and shall continue in effect for three (3) years until the 31st day of August, 2012, or until such time as agreement on a new contract has been reached.

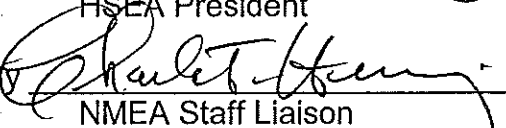
18.2 Dated this 30th day of June, 2009.

NORTHERN MICHIGAN EDUCATION ASSOCIATION, MEA/NEA

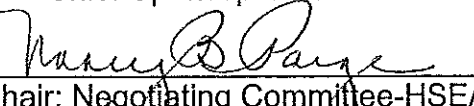
HARBOR SPRINGS PUBLIC SCHOOLS BOARD OF EDUCATION

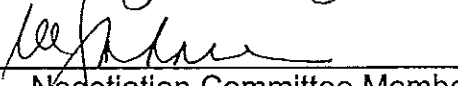
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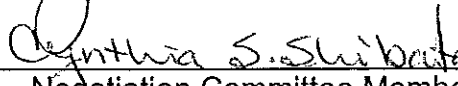
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HSEA President

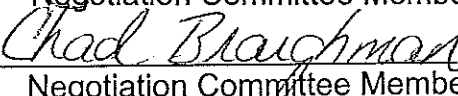
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NMEA Staff Liaison

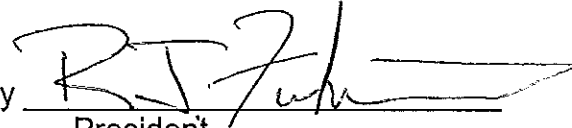
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Chief Spokesperson-HSEA

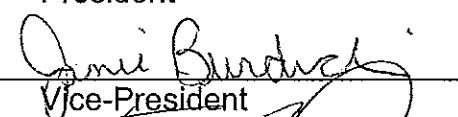
By 
Chair: Negotiating Committee-HSEA


By 
Negotiation Committee Member

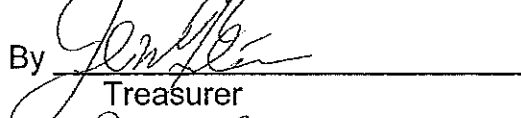
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Negotiation Committee Member


By 
Negotiation Committee Member

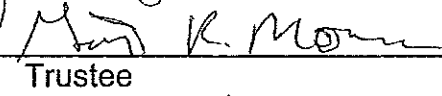
By 
President

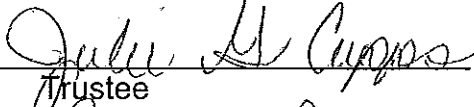
By 
Vice-President

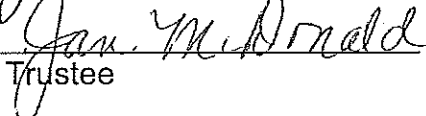
By 
Secretary

By 
Treasurer

By 
Trustee

By 
Trustee

By 
Trustee

By 
Trustee

ARTICLE 19

SICK BANK

- 19.1 The Harbor Springs EA/NMEA will establish a sick bank for bargaining unit members. A suggested donation is one day per year or any other number of days donated by bargaining unit members. Donations will be made at the beginning of each semester except in case of emergency.
- 19.2 If bargaining unit members need to borrow sick day(s) from the Association sick bank, they must submit a written request to the Executive Board of the Harbor Springs Education Association with a copy to the Superintendent before or within two weeks after the date requested.
- 19.3 Bargaining unit members must repay the Sick Bank three days per year until the borrowed days are repaid. The Executive Board may at its own discretion modify the repayment schedule in special circumstances.
- 19.4 Bargaining unit members who leave employment with the Harbor Springs Public Schools must repay any outstanding sick days prior to their last day of work unless specifically waived by the Executive Board.
- 19.5 Final approval of sick days borrowed is at the discretion of the Executive Board of the HSEA.
- 19.6 A member who disagrees with the decision of the Executive Board may appeal that decision to the Grievance Committee of the HSEA within fourteen (14) calendar days of the Board's decision.

APPENDIX A
SALARY SCHEDULE
2009/2010

STEPS	BA	MA	MA +20
1	\$40,427.68	\$42,848.01	\$44,132.76
2	\$42,163.68	\$44,768.59	\$46,114.88
3	\$44,020.88	\$46,789.88	\$48,193.99
4	\$47,183.32	\$50,526.68	\$52,046.38
5	\$49,266.15	\$52,795.98	\$54,379.06
6	\$51,429.17	\$55,173.39	\$56,823.62
7	\$53,694.73	\$57,657.12	\$59,385.69
8	\$56,051.66	\$60,256.46	\$62,055.85
9	\$58,526.07	\$62,965.81	\$64,854.73
10	\$61,093.70	\$65,796.35	\$67,767.32
11	\$61,886.17	\$68,757.45	\$70,817.90
12	\$62,684.24	\$70,459.88	\$72,578.13
13	\$62,684.24	\$70,459.88	\$72,578.13
14	\$62,684.24	\$70,459.88	\$72,578.13
15	\$63,989.52	\$71,888.20	\$74,043.75
16	\$63,989.52	\$71,888.20	\$74,043.75
17	\$63,989.52	\$71,888.20	\$74,043.75
18	\$63,989.52	\$71,888.20	\$74,043.75
19	\$63,989.52	\$71,888.20	\$74,043.75
20	\$65,311.55	\$73,307.21	\$75,505.65

APPENDIX A (continued)

SALARY SCHEDULE

2010/2011

STEPS	BA	MA	MA +20
1	\$41,236.23	\$43,704.97	\$45,015.42
2	\$43,006.95	\$45,663.96	\$47,037.18
3	\$44,901.30	\$47,725.68	\$49,157.87
4	\$48,126.99	\$51,537.21	\$53,087.31
5	\$50,251.47	\$53,851.90	\$55,466.64
6	\$52,457.75	\$56,276.86	\$57,960.09
7	\$54,768.62	\$58,810.26	\$60,573.40
8	\$57,172.69	\$61,461.59	\$63,296.97
9	\$59,696.59	\$64,225.13	\$66,151.82
10	\$62,315.57	\$67,112.28	\$69,122.67
11	\$63,123.89	\$70,132.60	\$72,234.26
12	\$63,937.92	\$71,869.08	\$74,029.69
13	\$63,937.92	\$71,869.08	\$74,029.69
14	\$63,937.92	\$71,869.08	\$74,029.69
15	\$65,269.31	\$73,325.96	\$75,524.63
16	\$65,269.31	\$73,325.96	\$75,524.63
17	\$65,269.31	\$73,325.96	\$75,524.63
18	\$65,269.31	\$73,325.96	\$75,524.63
19	\$65,269.31	\$73,325.96	\$75,524.63
20	\$66,617.78	\$74,773.35	\$77,015.76

APPENDIX A (continued)

SALARY SCHEDULE

2011/2012

STEPS	BA	MA	MA +20
1	\$42,060.95	\$44,579.07	\$45,915.73
2	\$43,867.09	\$46,577.24	\$47,977.92
3	\$45,799.33	\$48,680.19	\$50,141.03
4	\$49,089.53	\$52,567.95	\$54,149.06
5	\$51,256.50	\$54,928.94	\$56,575.97
6	\$53,506.91	\$57,402.40	\$59,119.29
7	\$55,863.99	\$59,986.47	\$61,784.87
8	\$58,316.14	\$62,690.82	\$64,562.91
9	\$60,890.52	\$65,509.63	\$67,474.86
10	\$63,561.88	\$68,454.53	\$70,505.12
11	\$64,386.37	\$71,535.25	\$73,678.95
12	\$65,216.68	\$73,306.46	\$75,510.28
13	\$65,216.68	\$73,306.46	\$75,510.28
14	\$65,216.68	\$73,306.46	\$75,510.28
15	\$66,574.70	\$74,792.48	\$77,035.12
16	\$66,574.70	\$74,792.48	\$77,035.12
17	\$66,574.70	\$74,792.48	\$77,035.12
18	\$66,574.70	\$74,792.48	\$77,035.12
19	\$66,574.70	\$74,792.48	\$77,035.12
20	\$67,950.14	\$76,268.82	\$78,556.08

APPENDIX B

SCHEDULE B – EXTRA PAY

Academic & Music Activities	Compensation
HIGH SCHOOL	
Band	12%
HS Play	7% positions defined in posting
HS Musical	18% plus stipends positions defined in posting: 6% Director - 8% Assistant - 4% Conductor \$1,500 Vocal Director \$1,500
National Honor Society	3%
Student Council	2%
Class Advisor 9th	\$100
Class Advisor 10th	\$100
Class Advisor 11th	\$500
Class Advisor 12th	\$300
MI Youth in Government - Advisor	\$600
MI Youth in Government - Assistant	\$300 each
Vocal Music Concerts	1.5%
MIDDLE SCHOOL	
MS Play 1	6% positions defined in posting
MS Play 2	6% positions defined in posting
Student Council	2%
MI Youth in Government - Advisor	\$300
MI Youth in Government - Assistant	\$200
Science Olympiad	\$750
Math Counts	\$750
Math Olympiad	\$750
Debate	\$300

APPENDIX B (continued)

SCHEDULE B – EXTRA PAY

Academic & Music Activities – cont'd	Compensation
MIDDLE SCHOOL – cont'd	
MS Vocal Music Concerts	1.5%
Yearbook	\$500
Newspaper	\$500
ELEMENTARY	
ELEM Vocal Music Concerts	1.5 %
ELEM Play 1	3% positions defined in posting
ELEM Play 2	3% positions defined in posting

Athletics	Compensation
HIGH SCHOOL	
Football	
Varsity Head	11%
Varsity Assistant	8%
JV Head	8%
JV Assistant	7%
Cross Country	
Varsity Head	8%
Track	
Varsity Head	8%
Softball	
Varsity Head	8%
Varsity Assistant	4%
Tennis	
Varsity Head	7%
Soccer	
Varsity Head	8%

APPENDIX B (continued)

SCHEDULE B – EXTRA PAY

Athletics – cont'd	Compensation
HIGH SCHOOL – cont'd	
Golf	
Varsity Head	7% (Girls 2010-2011 season)
Basketball	
Varsity Head	11.5%
JV Head	9%
9 th Head	7%
Skiing	
Ski Head	9%
Ski Assistant	7%
Volleyball	
Varsity Head	11%
JV Head	8%
9 th Head	7%
Baseball	
Varsity Head	8%
JV Head	4%
MIDDLE SCHOOL	
Football	6%
8 th Basketball	6%
7 th Basketball	6%
Rams Basketball	2%
8 th Volleyball	4%
7 th Volleyball	4%
Rams Volleyball	2%
Track	3.5%
Skiing	3%

APPENDIX B (continued)

SCHEDULE B – EXTRA PAY

- A. All Schedule B positions will be paid.
- B. Any teacher employed by Harbor Springs Public Schools who meets minimum qualifications will be selected over a non-teacher applicant for all Schedule B positions declared vacant by the Board of Education.
- C. When a new activity is started, or when there is a change in leadership, the position will be posted internally first.
- D. Any future clubs/activities/sports that wish to be included in the Schedule B list for compensation must be approved by the Problem Solving team prior to inclusion of the list of Schedule B activities.
- E. Payment of compensation will occur after the submission of a final report to the direct supervisor.
- F. Credit up to five years may be given for experience outside Harbor Springs Schools. The steps below are based on BA scale only. For all activities in schedule B listed as percentages, the extra pay is a percentage of the number of years experience in that activity on the following scale:

Step	2009-2010	2010-2011	2011-2012
1	\$40,427.68	\$41,236.23	\$42,060.95
2	\$42,163.68	\$43,006.95	\$43,867.09
3	\$44,020.88	\$44,901.30	\$45,799.33
4	\$47,183.32	\$48,126.99	\$49,089.53
5	\$49,266.15	\$50,251.47	\$51,256.50
6	\$51,429.17	\$52,457.75	\$53,506.91
7	\$53,694.73	\$54,768.62	\$55,863.99
8	\$56,051.66	\$57,172.69	\$58,316.14

- G. The above schedule is effective for coaches hired after 3/13/95. All coaches hired before this date will be grandfathered under the 1993-94 contract language. In addition, any coach being hired for a previously held coaching position in our district will be also grandfathered under the previous language.

APPENDIX C

GRIEVANCE REPORT FORM
HARBOR SPRINGS PUBLIC SCHOOLS

NAME OF GRIEVANT BUILDING ASSIGNMENT DATE

LEVEL ONE - PRINCIPAL

A. Date Cause of Grievance Occurred _____

B.1 Statement of Grievance Including the Article and Section Violated.

B.2 Relief Sought _____

SIGNATURE DATE

C. Disposition by Principal _____

SIGNATURE DATE

D. Position of Grievant and/or Association _____

SIGNATURE DATE

If more space is needed in answering the sections above, attach additional sheet.

APPENDIX C (Continued)

LEVEL TWO - SUPERINTENDENT

A. Date Received by Superintendent or Designee _____

B. Disposition by Superintendent or Designee _____

SIGNATURE DATE

C. Position of Grievant and/or Association _____

SIGNATURE DATE

LEVEL THREE - BOARD OF EDUCATION

A. Date Received by Board of Education or Designee _____

B. Disposition by Board of Education _____

SIGNATURE DATE

C. Position of Grievant and/or Association _____

SIGNATURE DATE

If more space is needed in answering the sections above, attach additional sheet.

APPENDIX D

CODE OF ETHICS OF THE EDUCATION PROFESSION

PRINCIPLE I - Commitment to the Student

In fulfilling their obligation to the student, the educators:

- A. shall not, without just cause, restrain students from independent action in their pursuit of learning and shall not, without just cause, deny students access to varying points of view.
- B. shall not deliberately suppress or distort subject matter for which they bear responsibility.
- C. shall make reasonable effort to protect students from conditions harmful to learning or to health and safety.
- D. shall conduct professional business in such a way that they do not expose students to unnecessary embarrassment or disparagement.
- E. shall not, on the ground of race, color, creed, sex, or national origin, exclude any students from participation in or deny them benefits under any programs, nor grant any discriminatory consideration or advantage.
- F. shall not use professional relationships with students for private advantage.
- G. shall keep in confidence information that has been obtained in the course of professional service, unless disclosure serves professional purposes or is required by law.
- H. shall not tutor for remuneration students assigned to their classes, unless no other qualified teacher is reasonably available.

PRINCIPLE II - Commitment to the Public

In fulfilling their obligation to the public, the educators:

- A. shall not misrepresent an institution or organization with which they are affiliated and shall take adequate precautions to distinguish between their personal and institutional or organizational views.
- B. shall not knowingly distort or misrepresent the facts concerning educational matters in direct and indirect public expressions.
- C. shall not interfere with a colleague's exercise of political and citizenship rights and responsibilities.

APPENDIX E

Harbor Springs Probationary Teacher Individual Development Plan (IDP Teacher Competencies Review)

TEACHER _____ BUILDING _____

Status: 1 yr. ___ 2 yrs. ___ 3 yrs. ___ 4 yrs. ___

SCHOOL YEAR _____ PRINCIPAL _____

(Circle the number in front of the areas chosen for major focus)

SUBJECT MATTER CONTENT

1. Exhibits sound background and understanding of subject matter for the position.

2. Keeps abreast of current theory and practice in field.

3. Is able to respond satisfactorily to questions posed by students, either by providing the information or a source for the information.

4. Stimulates interest in subject area.

5. Uses a variety of teaching and learning techniques designed to serve the differing abilities of students.

6. Provides consistently relevant subject content.

7. Encourages and respects students' input.

8. Uses varied resources appropriately.

9. Shares with students the purpose for each assignment and involves students in setting objectives for themselves.

10. Bases evaluation on realistic goals for each student.

11. Takes into consideration the capability and effort of each student.

12. Keeps accurate records.

13. Reviews and returns assignments promptly.

APPENDIX E (Continued)

(Circle the number in front of the areas chosen for major focus)

MANAGEMENT

14. Organizes classroom routine in efficient manner.

 15. Plans lessons and organizes classroom to maintain order with variety of activities carried on simultaneously.

 16. Devotes most of time to teaching and learning activities.

 17. Keeps classroom and equipment in good condition.

 18. Reports maintenance needs promptly.

 19. Guides students to share responsibility for care of furnishings and equipment.

 20. Promotes a friendly atmosphere conducive to learning.

 21. Makes building and classroom rules known to students.

 22. Handles student discipline according to building and district policy.

 23. Deals with students in fair and consistent manner.
-

RELATIONSHIPS

24. Exhibits a positive attitude.

25. Exercises initiative.

26. Encourages others by attitude.

27. Seeks out new ideas.

28. Is open-minded.

29. Accepts and gives assistance.

30. Implements suggestions in professional manner.

31. Maintains honest and forthright relationships with all.

APPENDIX E (Continued)

(Circle the number in front of the areas chosen for major focus)

-
- 32. Respects dignity and rights of all people.

 - 33. Shows consistent interest in student's academic and social growth.

 - 34. Identifies and refers students with problems to appropriate personnel.

 - 35. Provides constrictive criticism or ideas for improvement of education.

 - 36. Seeks resolution of problems through appropriate channels.

 - 37. Observes district policies, rules, and regulations.

 - 38. Keeps and promptly turns in reports.

APPENDIX F

Harbor Springs Teacher Individual Development Plan (IDP)
(IDP Plan of Improvement)

TEACHER _____ BUILDING _____

Status: Tenure ___ 1 yr. ___ 2 yrs. ___ 3 yrs. ___ 4 yrs. ___

SCHOOL YEAR _____ PRINCIPAL _____

Teacher Signature: _____ Date: _____

Principal Signature: _____ Date: _____

Goal:

Purpose of the Goal:

Teacher Plan: Strategies for achieving goal:

Administrative Support: The administrator will provide the following:

Completion Dates for teacher plan: Given the administrative support, the teacher improvements required will be accomplished and maintained by the following dates:

APPENDIX F (Continued)

Harbor Springs Teacher Individual Development Plan (IDP)
(IDP Plan of Improvement)

Notes, suggestions, conferences attended, and reading list:

If the teacher thinks of other ways that the principal and teacher can work together to assure accomplishment of these improvement goals, please notify the principal as soon as possible.

Date IDP received by teacher: _____

Date IDP filed with Superintendent: _____

APPENDIX H (Continued)

B. METHODOLOGY

1. Stimulates interest in subject area
2. Utilizes a variety of teaching and learning techniques designed to serve the differing abilities of the students.
3. Subject content is consistently relevant.
4. Student inputs are encouraged and treated with respect.
5. Varied resources are used appropriately.

Observations Leading to Judgment:

E G S NI NA/NO U

Needs Improvement in:

C. EVALUATION

1. The teacher gives evidence of sharing with students the purpose for each assignment and involves the students in setting objectives for themselves.
2. The capability of the student is taken into consideration as well as the amount of effort the student has expended.
3. Accurate records are kept.
4. Assignments are reviewed and turned back promptly.

Observations Leading to Judgment:

E G S NI NA/NO U

Needs Improvement in:

APPENDIX H (Continued)

II. MANAGEMENT

A. ORGANIZATION AND DIRECTION

1. The teacher organizes classroom routines in an efficient manner.
2. Lessons are planned and the class is organized so that order is maintained at a reasonable level, even though a variety of activities may be carried on simultaneously.
3. Most of the teacher's time is devoted to teaching and learning activities.

Observations Leading to Judgment:

E G S NI NA/NO U

Needs Improvement in:

B. CARE OF ROOM AND EQUIPMENT

1. The teacher exerts reasonable care to see that furnishings are kept in good condition.
2. Maintenance needs are promptly reported.
3. Audio-visual and other learning tools are used and stored promptly.
4. Students are guided in sharing the responsibility for care of furnishings.

Observations Leading to Judgment:

E G S NI NA/NO U

Needs Improvement in:

APPENDIX H (Continued)

C. DISCIPLINE

1. The teacher promotes a friendly environment which is conducive to learning.
2. Building and classroom rules are made known to the students.
3. Breaches of discipline are handled according to the district and building policy.
4. Students are dealt with in a fair and consistent manner.

Observations Leading to Judgment:

E G S NI NA/NO U

Needs Improvement in:

III. RELATIONSHIPS

A. SELF-RELATIONSHIPS

1. Exhibits a positive attitude.
2. Exercises initiative.
3. Encourages others by his/her attitude toward the position.
4. Seeks out new ideas.
5. Is open-minded.
6. Is willing to give and receive assistance.
7. Implements suggestions in a professional manner.

Observations Leading to Judgment:

E G S NI NA/NO U

Needs Improvement in:

APPENDIX H (Continued)

B. INTERPERSONAL RELATIONSHIPS

1. Relationships with students, colleagues, and parents are honest and forthright.
2. Dignity and rights of people are respected.
3. Shows consistent interest in students, academic and social growth.
4. Identifies problems needing special assistance and makes appropriate plans and/or referrals for services of specialized personnel for meeting those needs.

Observations Leading to Judgment:

E G S NI NA/NO U

Needs Improvement in:

C. INSTITUTIONAL RELATIONSHIPS

1. Shares freely and constructively any criticism or ideas for improvement of education in the district.
2. Seeks resolution of the professional concerns and personnel problems through appeal channels developed by the Administration and the Association.
2. Observes district and building rules, administrative regulations, agreements and policies.
4. Reports and bookkeeping are accurately kept and promptly turned in when requested.

Observations Leading to Judgment:

E G S NI NA/NO U

Needs Improvement in:

APPENDIX H (Continued)

SUMMARY

A. EVALUATOR'S NARRATIVE REMARKS:

B. EVALUATOR'S RECOMMENDATIONS FOR CONTINUOUS PROFESSIONAL GROWTH:

OVERALL EVALUATOR'S OBSERVATION ABOUT EMPLOYEE (CIRCLE ONE):

Satisfactory

Unsatisfactory

Evaluator: _____
(signature)

Teacher: _____
(signature)

Date: _____

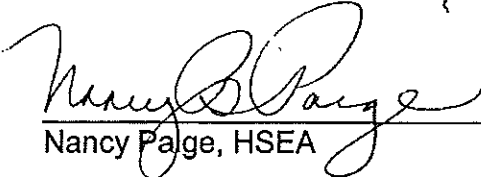
Date: _____

**Letter of Understanding
Between the
Harbor Springs Board of Education
And the
Harbor Springs Education Association**

June 30, 2009

ELEMENTARY PLANNING TASK FORCE

A task force shall be formed to address elementary planning time. The committee shall be composed of (2) teachers from each elementary, the elementary principal and "invited guests" selected by the committee. The purpose is to study, evaluate and propose in regards to issues within elementary planning time with resolution as the end goal.



Nancy Paige, HSEA



Mark Tompkins, Superintendent

HARBOR SPRINGS PUBLIC SCHOOLS

Application for Course Work Reimbursement

- 1) All applicants must have completed a MA degree
- 2) Complete the application and submit to principal/superintendent for approval
- 3) Application must be submitted prior to the start of the course
- 4) Upon approval, teachers will receive reimbursement for up to 6 semester hours per year
- 5) After completion of the course submit your grade and copy of original receipt of payment for reimbursement

Name _____ Date _____

Course Title _____

Course Start Date: _____ Course End Date: _____

Institution _____

Total Cost _____ Number of Credits _____

Completion Date _____

How will you and the district benefit from this course?

Principal _____ Date _____

Superintendent _____ Date _____