

Agreement
Between the
Board of Education

School District
of the City of Harper Woods

and the
Harper Woods
Administrators
Association

2006 - 2007

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

This AGREEMENT entered into this first day of July, 2006, is by and between the Board of Education of the School District of the City of Harper Woods, hereinafter called the BOARD and the Harper Woods Administrators Association, hereinafter called the ASSOCIATION.

WITNESSETH:

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

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

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

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

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

ARTICLE I - Recognition

A. Recognition of Association

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

B. Exclusive Collective Bargaining Agreement

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

C. Scope of the Agreement

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

D. Definitions

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

1. Board shall mean the Board of Education of the School District of the City of Harper Woods or its designated agents.
2. Association shall mean the Harper Woods Administrators Association.

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

E. Special Conferences

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

F. Nondiscrimination

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

ARTICLE II - Building Use and Access to Information

A. Association Use of School Building

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

B. Access to Board Information

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

ARTICLE III - Administrative Contracts

A. Administrators newly appointed shall be deemed to be in a period of probation for each of the first two (2) full fiscal years in the district following employment. Once a candidate is identified, a letter of agreement will be executed within ten days which will include, at a minimum, the starting salary of the administrator as well as his/her placement on the salary schedule for the second year of assignment and the starting date of the position.

B. Administrators on probation are to be notified in writing sixty (60) days prior to the end of the contract and notified thirty (30) days prior to that date that consideration is being given to nonrenewal of the contract if a contract is not to be renewed. In the event that the superintendent does not recommend an administrator, he shall notify the administrator, in writing, at least ten (10) days before the Board Meeting at which he will submit his recommendation. Prior to action by the Board, upon the superintendent's recommendation, the administrator, upon his written request, shall be granted an executive session with the Board and superintendent.

C. Those administrators not on probation shall likewise be notified in writing not later than sixty (60) days prior to the end of the contract and notified thirty (30) days prior to that date that consideration is being given to nonrenewal of the contract if a contract is not to be renewed.

- D. Contracts shall be effective as of July first each year, or in cases of new administrators at the time of employment, with compensation beginning when the actual continuous work year begins.
- E. Contracts terminate as of June thirtieth each year. Contracts for more than one (1) year are designated as effective for the number of years issued based on the July first through June thirtieth period for each year the contract is in effect.

ARTICLE IV - Administrative Hours and Work Year

The administrative work year will be as follows:

The work year for each elementary principal is comprised of 205 days. All elementary administrators will begin their continuous work year five (5) days prior to the first instructional day for teachers at the start of the year and end five (5) days after the last instructional day for teachers at the end of the year. The remaining five days will be scheduled with the approval of the superintendent. These days will be approved in writing prior to July 1 each year.

Secondary work year begins on August 1 of each year and ends on June 30. During the month of August, and before teachers report for work, each secondary administrator shall be granted three (3) supplemental leave days with pay. These days are to be scheduled to assure that at least two administrators are present during the regular workday when another is gone.

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

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

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

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

ARTICLE V - Administrative Vacancies, Transfers, and Reductions

A. Promotions

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

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

B. Selection of Assistant Principals

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

C. Transfer or Reduction of Administrative Personnel

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

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

ARTICLE VI - Conference or Special Meetings

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

ARTICLE VII - Personnel File - Administrators

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

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

No material derogatory to an administrator's conduct, service, character, or personality shall be placed in any file unless the administrator has had the opportunity to read such material by affixing his signature on the copy to be filed, with the understanding that such signature merely signifies that he/she has read the material, and does not necessarily indicate agreement with its contents. The individual administrator shall have the right to answer any material filed. His/her answer shall be signed and attached to the file copy.

ARTICLE VIII - Extra Curricular Assignments

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

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

Further, if the assigned administrator is required to attend negotiation proceedings during summer days he/she would otherwise not be working, he/she will be permitted to reschedule his/her contracted work days subject to the superintendent's approval.

- B. Attendance at regular meetings, special meetings, and executive sessions, if requested by the Board of Education, or the superintendent.
- C. School sponsored activities where students and adults participate (plays, dances, concerts, sports events, water shows, adult education, etc.) shall be shared equally between all principals and assistant principals at the discretion of the principal.

ARTICLE IX - Grievance Procedure

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

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

ARTICLE X - Fringe Benefits

A. Health, Dental, Life, Vision

The Board shall provide, without cost to the employee, insurance benefits in accordance with the specifications of the Harper Woods MESSA-PAK, Choices 2 at the discretion of the administrator.

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

Plan A

1. MESSA Choices 2 Health Insurance at the option of the administrator.
2. MESSA/Delta Dental Plan "Auto +" with orthodontic rider 004 including internal and external coordination of benefits (COB).
3. MESSA Term Life Insurance in an amount equal to twice the administrator's annual salary for the administrator only. Such insurance protection shall be paid to the administrator's designated beneficiary. In the event of accidental death, the insurance will pay double the specified amount; in the event of accidental dismemberment, the insurance will pay according to the schedule.
4. MESSA Vision Plan VSP-2 Silver including internal and external coordination of benefits.

Plan B

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

B Short term Disability

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

C. Long Term Disability

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

D. IRS Section 125 Plan

The Board has adopted a qualified plan document, which complies with Section 125 of the Internal Revenue Code. To elect a tax deferred annuity in Plan B above, the administrator shall enter into a salary reduction agreement under this plan. All costs relating to the implementation and administration shall be borne by the Employer.

E. Reimbursement of Educational Costs

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

ARTICLE XI - Leaves

A. Sick Leave

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

1. Absence from duty for any one (1) or all of the first ten (10) days shall result in no loss of pay when the administrator is sick or quarantined or has personal business.
2. Absence from duty, not chargeable to the above ten (10) days, not to exceed three (3) days per bereavement, shall include death in the immediate family—husband, wife, son, daughter, brother, sister, either spouse's parents grandparents and grandchildren. Absence from duty, not chargeable to the above ten (10) days, not to exceed one (1) days per bereavement, will be allowed for the death of an aunt, uncle, first cousin, niece, nephew, brother-in-law, or sister-in-law.
3. Upon retirement from the District, or upon resignation from the District after at least four consecutive years of service, employees with over 20 days of accrued sick days (accrued after the beginning of the 1997-98 school year), shall receive an additional one-time payment equivalent to the following schedule:
 - a) For accumulated sick days in excess of 20 but fewer than 40, the employee will be paid 20% of the current daily rate for all accrued days;
 - b) For accumulated sick days in excess of 39 but fewer than 60, the employee will be paid 25% of the current daily rate for all accrued days;
 - c) For accumulated sick days in excess of 59, the employee will be paid 35% of the current daily rate for all accrued days.
4. In order to be paid for the day, the administrator must be present on the day preceding and in the a.m. session of school succeeding a holiday or vacation period when students are not in regular attendance at school. Absences due to bereavement or jury duty will not result in docking of pay.

5. Absence of duty not chargeable to the above ten (10) days and not to exceed three (3) days shall include:
 - a) Serious illness in the immediate family requiring necessary medical attention to include: father, mother, husband, wife, dependent son or daughter, brother or sister, residing in the same household.
 - b) Absences due to pregnancy and pregnancy related illnesses or injuries.

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

B. Business Leave

1. Personal business as defined herein shall mean an activity that requires the administrator to be absent during the work day and is of such a nature that it cannot be attended to at a later time when school is not in session or at the conclusion of a work day or on weekends. Vacation time is not to be regarded as business days. It is necessary for an administrator to be physically on duty at least one half (1/2) full day between business leave absences and holidays or vacation periods.
2. Deduction in pay will be made for each and every business day if an administrator misses immediately before or after a vacation period except for an emergency leave. An emergency leave is defined as a situation which is beyond the immediate control of the administrator. Action on the emergency leave is subject to the approval of the superintendent.
3. Exception to business leave days:
 - a) A business leave day with pay shall not be granted immediately prior to or at the end of any vacation period except as indicated.
 - b) Business leave days with pay shall not be granted immediately prior to the last day of the school year.
 - c) Workmen's Compensation--No compensation shall be paid for any injury which does not incapacitate the employee from earning full wages for a period of at least one (1) week but if incapacity extends beyond one (1) week, compensation shall begin on the eighth day after the injury. If incapacity continues for two (2) weeks or longer or if death results from the injury, compensation shall be computed from the date of injury

C. Jury and Court Leave

1. Jury Leave

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

2. Witness in Court

An administrator subpoenaed to testify as a witness in court shall, on written request to the superintendent, be paid the difference between witness fee and his/her regular daily pay. No payment shall be paid if the employee is called as a witness against the district or if the employee is part of a suit against the district.

D. Military Leave

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

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

ARTICLE XII - Miscellaneous

A. Personal Property of Administrators

The Board agrees to establish for each school year a fund of \$100.00 to be used for settling all claims of administrators to include loss, damage, or destruction to their personal property while on school premises, used in their work assignments, for personal property of a kind normally worn, or for damage to their automobiles while on school premises as a result of vandalism. Personal property shall not include cash. If the claims for the year exceed the amount of the fund, each claim shall be paid on a pro-rated basis. To qualify for payment the administrator must file a report with the police department when theft or malicious destruction is involved.

The amount of the "fund" for each school year of this agreement shall be increased by fifty dollars (\$50.00) if the money is accumulated and carried over from the previous year. The total amount of money in the fund shall not exceed two hundred dollars (\$200.00).

B. Mileage Reimbursement

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

ARTICLE XIII - Board Rights and Responsibilities

A. Board Support

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

B. Board Right Clause

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

C. Administrator and Board Relations

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

D. Distribution of Agreement

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

ARTICLE XIV - Duration of Agreement and Severability

A. Duration of the Agreement

This Agreement shall be effective as of July 1, 2006 for a term of one (1) year. Either party agrees to provide written notice to the other requesting the beginning of negotiations for a new Contract after April 1, 2007. The first negotiations session shall be held not later than fifteen (15) days after receiving notification to begin negotiations of a new Contract unless otherwise mutually agreed..

Negotiation sessions shall not be conducted during scheduled working hours.

B. Severability

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

ARTICLE XV - Termination Clause

This Agreement, all of its provisions and appendices, shall become effective July 1, 2006, and shall continue to be in effect until midnight June 30, 2007, when it shall terminate. Nothing in this Agreement or its appendices shall survive said termination date. Notwithstanding the foregoing however, this Agreement shall not become effective unless and until it is:

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

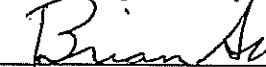
In addition, the Association agrees to be represented on a committee established by the Board to consider health insurance alternatives.

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

BOARD OF EDUCATION

ADMINISTRATORS ASSOCIATION

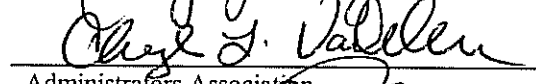
Dr. Terri Spencer, Superintendent



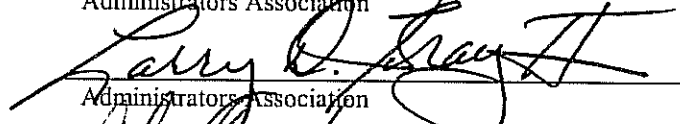
Brian Selburn, President



Administrators Association



Administrators Association



Administrators Association



Administrators Association



Administrators Association

APPENDIX A - Salary Schedule

SECONDARY PRINCIPAL	2006-2007
year 1	\$ 87,211
year 2	\$ 92,460
year 4	\$ 101,940
year 5	\$ 108,672

SECONDARY ASSISTANT PRINCIPAL	2006-2007
year 1	\$ 84,261
year 2	\$ 87,988
year 3	\$ 93,271
year 4	\$ 98,527
year 5	\$ 103,946

ELEMENTARY PRINCIPAL	2006-2007
year 1	\$ 83,490
year 2	\$ 87,988
year 3	\$ 95,662
year 4	\$ 97,781
year 5	\$ 103,159

STIPEND FOR POST- MASTERS DEGREE

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

Each administrator shall receive a longevity payment at the conclusion of the 2006-2007 school year for each year of service to the Harper Woods School District as follows:

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