MASTER AGREEMENT

Between the

HARPER CREEK
BOARD OF EDUCATION

And the

HARPER CREEK EDUCATION ASSOCIATION,
MEA-NEA



September 1, 2018 - August 9, 2022

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AGREEMENT BETWEEN THE
BOARD OF EDUCATION
AND THE
HARPER CREEK EDUCATION ASSOCIATION
MEA/NEA

PREAMBLE

THIS AGREEMENT made and entered into as of this 1st day of September, 2018 by and between the BOARD OF EDUCATION of the HARPER CREEK COMMUNITY SCHOOLS of Battle Creek, Michigan, hereinafter called the "Board" and the HARPER CREEK EDUCATION ASSOCIATION, MEA/NEA, hereinafter called the "Association".

WITNESSETH:

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of Harper Creek is their mutual aim and that the character of such education depends predominantly upon the quality and morale of the teaching service; and

WHEREAS, the members of the teaching profession are particularly qualified to assist in formulating policies and programs designed to improve educational standards; and,

WHEREAS, the Board will furnish, upon reasonable request, all public information to the Association and that the Association will reimburse the Board for additional expenses incurred in furnishing such information. However, the Association may use its own personnel to get the necessary information and use such records or information in the Administration Office; and

WHEREAS, the HARPER CREEK EDUCATION ASSOCIATION - MEA/NEA, will furnish, upon reasonable request, all public information to the Board of Education and that the Board of Education will reimburse the Association for additional expenses incurred in furnishing such information. However, the Board of Education may use its own personnel to get the necessary information and use such records and/or information; and

WHEREAS, the parties have a statutory obligation, pursuant to the Public Employment Relations Act to bargain with respect to certain hours, wages, terms and conditions of employment; and WHEREAS, the parties, following extended and deliberate professional negotiations, have reached certain understandings which they desire to memorialize;

NOW THEREFORE, in consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE 1. RECOGNITION

Section 1: Bargaining Unit

The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in the Public Employment Relations Act, for all personnel holding a valid Michigan teaching certificate issued by the Michigan Department of Education including full-time and regular part-time certified teaching personnel employed under the regular tenure or probationary contracts excluding supervisory and executive personnel, non-regular part-time substitute teachers, evening, summer school teachers, teachers in competitive grant adult education programs, teaching interns, and paraprofessionals. The term "teacher", when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining unit as above defined.

ARTICLE 2. MANAGEMENT RIGHTS

The Board of Education hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and/or the United States, including, but without limiting the generality of the foregoing: the management and control of school properties; facilities; grades and courses of instruction; athletic and recreational programs; methods of instruction; materials used for instruction and the selection, direction, transfer, promotion or demotion, discipline or dismissal of all personnel.

The exercise of these powers, rights, authority, duties, and responsibilities by the Board and the adoption of such rules, regulations, and policies, as it may deem necessary, shall be limited only by the specific and express terms of this Agreement.

ARTICLE 3. ASSOCIATION & TEACHERS' RIGHTS

Section 1: Association Rights

A. The Association and its representatives shall have the right to use school buildings for meetings and office equipment for Association business, with the consent of the principal, outside of contracted school day hours. The Association agrees to pay for the cost of materials and supplies incidental to such use.

B. The Association shall have the right to post notices of its activities and matters of Association concern on faculty room bulletin boards, at least one of which shall be provided in each school building. The Association may use the district mail service, district email, and teacher mailboxes for communications to teachers within reason. Association use of District email shall be outside of contracted school day hours, subject to the District's acceptable use policy, and shall not include any communications prohibited by law.

C. The District shall provide no more than an hour at New Teacher Orientation for the Association to meet new teachers.

D. At the beginning of every school year, the Association shall be credited with a total of ten (10) days to conduct Association business that cannot be accomplished outside the regular work day. The Association will reimburse the District for the cost of substitute teachers upon a receipt of District costs.

E. The district shall provide the Harper Creek Education Association written notification of the following:

    a. New Hires, including
        i. The name, position, building, step and lane, and present mailing address
    b. Voluntary Leaves of Absence, including
        i. The name of employee, the start and the end date of a leave of absence
    c. The name of retiring, resigning, or terminated teachers, including their years of service

Section 2: Teacher Rights

The Board and the Association agree that neither will directly nor indirectly discourage, deprive, nor coerce the other in the enjoyment of any right conferred by the Public Employment Relations Act or other laws of Michigan or the Constitutions of Michigan and the United States. Neither the Board nor the Association will discriminate with respect to hours, wages or any terms or conditions of employment by reason of the exercise of rights or the performance of obligations under the Public Employment Relations Act or under this Agreement.

Nothing contained in this contract shall be construed to deny or restrict any teacher rights they may have under the Michigan Revised School Code and/or any other laws of Michigan or the United States.

Both the District and the Association recognize the need for academic integrity. To protect the academic integrity and academic standards of Harper Creek Community School District, the district shall not request or require that a teacher "pad" a grade with a few points or allow a student to complete extra work for a higher grade. A grade may only be changed for the following reasons:

- Error in mathematical calculation (e.g. categories weighted incorrectly).
- Transposition from the number from the printed grade reports to the report cards.
- Violation of district guidelines in regard to how the teacher arrived at the grade.

If an administrator finds cause to change the grade, he/she must have written documentation that includes the following:

a. Explanation for why the request is being made;
b. Providing all documentation that would support such a request.

ARTICLE 4. TERMS AND CONDITIONS OF EMPLOYMENT

Section 1: Teaching Load

The Board of Education and the Association recognize that pupil/teacher ratio is an important aspect of an effective educational program. Reasonable effort shall be made to maintain the following class sizes:

A.	Elementary	K: 1-4:	25 students 26 students
B.	Middle School 5-6: 7-8	Except in certain activity type classes, such as music, the student load for each teacher shall not exceed thirty-two (32) in any one class; physical education classes shall not exceed forty (40) students per class. 30 students 32 students	
C.	High School	Except in certain activity type classes, such as music, the student load for each teacher shall not exceed thirty-two (32) in any one class; physical education classes shall not exceed forty (40) students per class.	

In the event of a teacher overload, the administration shall meet with the teacher and the representatives of the Association to seek a workable solution to the problem(s) identified.

In the event that the above limits are exceeded, one of the following relief's shall be granted:

A. Mutual consent between the teacher, the administration and a representative of the Association that the education of students is not being adversely affected;

B. Pay overload compensation of twenty dollars ($20) per day (pro-rated for secondary) per student in excess of the above limits. Payment will be made once each semester, and shall be based upon the roster as per the first day of the third week of the semester and any day thereafter of each semester. Written notice shall be received in the business office within twenty (20) working days of the end of each semester for secondary teachers and within twenty (20) working days at the end of the school year for elementary teachers.

C. Staff may be added;

D. Other mutually agreed solution(s).

If there is no agreement on the relief to be granted, paragraph B shall be the default relief.

In calculating class sizes in a regular education classroom without a co-teacher under this section, students enrolled in Special Education programs who have an Individualized Education Program (IEP) who are mainstreamed into the regular education program shall be counted as one-and-a-half (1.5) student for the actual time of their presence in the regular classroom.

Similarly, students assigned to a resource room (e.g., LD) shall be excluded from the regular classroom count during the period of that assignment. It is further agreed that assignment of a mainstreamed special education student to a particular classroom or section is subject to prior administrative review and approval.

Section 2: Assignments

A. Teachers already in the system will be given an opportunity to request placement in assignments for which they are certified and qualified for consideration by administration.

B. All bargaining unit members must be appropriately certified and meet all applicable standards for highly qualified (per standards adopted by the Michigan State Board of Education) to receive or retain a teaching assignment under the terms of the Agreement. The terms "certified" and "qualified" shall be defined in Article 7, Section 1 B and C of this Agreement.

C. The Administration shall make every reasonable effort to provide each teacher a permanent classroom for the school year unless the nature of the subject matter necessitates a change in classrooms (e.g. lab classes, pool). In the event that a teacher is required to move more than once per day from one classroom to another, the teacher shall be paid five dollars ($5) per day for each occurrence of changing classrooms in excess of one.

D. In the event a teacher is required to permanently relocate from one classroom of original assignment to another during the school year and if the relocation involves movement of books and other supplies, he/she may request a period of two (2) work days to accomplish the move. When so requested, the District shall provide a substitute to cover the teacher's instructional duties for those days.

E. In the event a teacher involuntarily moves to another building or classroom during the summer and if the transfer involves the movement of books or other supplies, the teacher may request compensation through their building principal of seventy-five dollars ($75) per day for up to three (3) days. Request for compensation must be within ten (10) working days after the move is complete.

Section 3: Teacher Assignment to Non-Professional Tasks

Teachers shall not be assigned, with or without extra compensation, to tasks which are essentially non-professional, which include but are not limited to the following activities:

A. Selling and taking tickets at athletic events;

B. "Crowd handling" at athletic events;

C. Chaperoning and/or driving buses to athletic events;

D. Collecting and accounting for milk and lunch monies;

E. Collecting and accounting for book rental fees, work books, periodicals used in class, towel and lock fees, insurance, school pictures, and other fees charged for student supplies and services; and

F. Chaperoning student activities of a predominantly social nature.

Nothing in this Agreement shall prevent teachers from voluntarily performing such tasks as set forth in Section 3 above, outside regular school hours at compensation satisfactory to them and shall have all benefits of regular employees when performing regular assignments.

Section 4: Work Day

Each teacher shall be on duty and work the hours required to accomplish the total teaching assignment and responsibility and to assure that sufficient instruction time exists to enable the Board to receive full state aid for each pupil membership.

Section 5: Teacher Hours – High School

A. The normal working hours for high school teachers shall be 7:20 a.m. to 3:05 p.m.***** It is recognized that, in the event that the organization of the school day or the working hours designated above are changed, the high school teacher work day shall not exceed seven (7) hours and forty-five (45) minutes.

B. In addition to the foregoing instructional responsibilities, teachers shall be required, on a rotating basis, to supervise designated areas. Teachers shall be in the hallways outside of their classroom doors or at another assigned post, ten (10) minutes before the start of morning classes. Reasonable efforts will be made to assign teachers to locations near their respective classrooms, if possible. Shared teachers will not be assigned to supervisory duties before or after school unless planning time exceeds standards in Paragraph D, below.

C. On Fridays and days preceding holiday's teachers may be excused at the end of the regular school day.

D. All high school teachers will receive individual planning period/preparation time equivalent to one instructional period every day. The administration shall have the right to schedule high school teachers for professional development, collaborative planning, curricular tasks, data analysis, or data collection. Administration may hold up to ten (10) such meetings each school year, not to exceed two (2) per month. Such meetings shall take place during one (1) planning/preparation block.

The content and nature of the forty (40) minute classes shall be mutually agreed upon by the curriculum director, CAT team leader, and building administrator.

E. Shared teachers shall not be required to count travel time as planning. The District shall pay mileage for travel as outlined by the current standards set by the Internal Revenue Service (IRS) as well as have up to thirty (30) minutes travel time not to be conflated with either planning time or duty-free lunch. Requests for mileage reimbursement must be submitted within five (5) business days at the end of the marking period.

*pending no changes from the state regarding instructional time.

Section 6: Teacher Hours – Middle School

A. The normal working hours for Middle School teachers shall be 7:20 a.m. to 3:05 p.m.* It is recognized that, in event that the organization of the school day or the working hours designated above are changed, the middle school teacher work day shall not exceed seven (7) hours and forty-five (45) minutes.

B. Teachers shall be responsible for seeing that students are properly dismissed, cleared from the building and loaded on buses. Teachers shall be in the hallways outside their classroom doors or at another assigned post, ten (10) minutes before the start of morning classes. Reasonable efforts will be made to assign teachers to locations near their respective classrooms, if possible. Shared teachers will not be assigned to supervisory duties before or after school unless planning time exceeds minimal expectations.

C. On Fridays and days preceding holidays, teachers may be excused at the end of the regular school day.

D. All middle school teachers will receive individual planning period time equivalent to the amount of one (1) instructional period every day.

If the teaming concept is in effect, team teachers (math, science, English/Language Arts, and social studies) will receive team planning at least every other day equivalent to one (1) instructional period. The administration shall have the right to schedule middle school teachers for professional development, collaborative planning, curricular tasks, data analysis, or data collection during their team planning. Administration may hold up to ten (10) such meetings each school year, not to exceed two (2) per month. Such meetings shall take place during one (1) planning/preparation block.

E. Shared teachers shall not be required to count travel time as planning. The District shall pay mileage for travel as outlined by the current standards set by the Internal Revenue Service (IRS) as well as have up to thirty (30) minutes travel time not to be conflated with either planning time or duty-free lunch. Requests for mileage reimbursement must be submitted within five (5) business days at the end of the marking period.

*pending no changes from the state regarding instructional time.

Section 7: Teachers Hours - Elementary

A. The normal working hours for the school year for Elementary teachers shall be 8:10 a.m. to 3:45 p.m.* It is recognized that, in the event that the organization of the school day or the working hours are changed, the Elementary teacher work day shall not exceed seven (7) hours and thirty-five (35) minutes.

B. In addition to the foregoing instructional responsibilities, teachers shall be responsible for seeing that students are properly dismissed and cleared from the building. Teachers shall be in their classrooms ten (10) minutes before the start of morning classes. Shared teachers will not be assigned to supervisory duties before or after school unless planning time exceeds the minimum standards in ¶D, below. Up to four (4) in each elementary building will be compensated for supervising the unloading of buses, parent drop-off, and breakfast duty in the morning and the loading of buses and parent pick-up in the afternoon. Compensation shall be $9 for each period of duty not to exceed thirty minutes (30) minutes.

C. On Fridays and days preceding holidays, teachers may be excused at the end of the regular school day.

D. Elementary teachers will receive three hundred (300) minutes of planning per week. The administration shall have the right to schedule elementary school teachers for professional development, collaborative planning, curricular tasks, data collection, and data analysis during one (1) planning period in each month.

E. Elementary special subjects teachers' shall not be required to count travel time as planning time. The District shall pay mileage for travel as outlined by the current standards set by the Internal Revenue Service (IRS) as well as have up to thirty (30) minutes travel time not to be conflated with either planning time or duty-free lunch. Requests for mileage reimbursement must be submitted within five (5) business days at the end of the marking period.

F. The scheduling of special classes shall be collaboratively created with input from at least two (2) teachers from each building who are mutually agreed upon between Administration and the Association.

*pending no changes from the state regarding instructional time.

Section 8: Lunch Period

A. All teachers shall be scheduled for a duty free, uninterrupted lunch period of not less than thirty (30) minutes.

B. Each teacher shall be paid $18 per hour to serve noon duty on a permanent basis for the entire year.

C. At the high school and middle school level, assignment areas for noon supervision shall be posted by the building administrator and teachers shall be selected from a list of applicants. In the event that the number of persons deemed necessary for supervision by the building administrator is not available, then teachers may be assigned noon supervision one (1) in seven (7) days with compensation. If asked by the principal to pull such duty more often than one (1) in seven (7) days, the teacher is to be paid $12 per duty day.

D. If an elementary teacher is called upon by his/her principal (or designee) to supervise during his/her duty free lunch period in an emergency situation (such as injury, accident or major discipline problems) said teacher will be compensated as per Section C.

E. Teachers must assume an active role in supervision and maintain conduct levels acceptable to the administration or be subject to replacement with another staff member.

F. Teachers will not have a scheduled lunch period earlier than the beginning of the first student lunch period nor later than the end of the last student lunch period.

Section 9: Cancellation and Rescheduling of Student Instruction

Scheduled days and hours of student instruction which are not held because of conditions not within the control of school authorities, such as inclement weather, fires, epidemics, mechanical breakdowns, or health conditions (as defined by city, county, or state health authorities) will be rescheduled to ensure that there are a minimum number of days and hours of student instruction as prescribed by the Revised School Code and the State School Aid Act to enable the Board to receive full pupil membership and categorical appropriations. Teachers shall be excused from reporting for school on those days and hours and will receive their regular pay. Teachers shall work on the rescheduled days and hours with no additional compensation. Rescheduling shall be accomplished as specified in the Calendars included within this Agreement.

The parties agree that this contract provision has been negotiated to comply with the provisions of the State School Aid Act and to ensure that the District will incur no loss of state aid. Further, the parties recognize the School District's obligation to comply with requirements set forth in the Revised School Code respecting the required number of "student instruction" days and hours.

Section 10: Staff Rooms

A. Each school building shall be provided with a staff room or lounge available for staff use during the regular school day. The staff room or lounge is not to be used by staff members to the neglect of regular professional duties. The District and the Association declare their commitment to maintain staff facilities in a clean condition.

B. The school administration will provide other areas in the building for speech correction, visiting teacher work, inoculations, testing, sick room, storage, etc.

Section 11: Classrooms

The District declares its intention to maintain classroom facilities in a clean condition to include: dusting, sweeping of floors, emptying of wastebaskets, vacuuming and washing of chalkboards. It is recognized that conditions beyond the employer's immediate control (e.g., adverse weather, employee absence) may cause occasional delay in the effectuation of this intention. Teachers agree to cooperate in this endeavor, within the scope of their professional duties. Classrooms shall be treated as needed to prevent infestation by vermin.

Section 12: Least Restrictive Environment

A. The parties acknowledge that the policy of least restrictive environment is legally mandated. It is also recognized that the extent to which any student who receives services under the Individuals with disabilities Education Act (IDEA) should participate in regular education programs and services involves consideration of that student's unique needs as determined by an Individual Educational Planning Committee (IEPC). It is further acknowledged and recognized that the general education classroom teachers and the appropriate special education teachers are jointly responsible for implementation of the IEP and for attending to the educational needs of special education students assigned to the teacher's class. Teachers agree to cooperate in the delivery of special education and related services.

B. Prior to actual placement of a particular special education student within the classroom of a teacher, such teacher(s) may confer directly with the special education teacher/consultant concerning the student and the plan for integration of said student.

C. If any teacher has a reasonable basis to believe that a disabled student's current Individual Education Plan (IEP) is not meeting the student's unique needs as required by law, the teacher will advise his/her principal of that opinion, in writing.

D. If delivery of related school health services is necessary to provide a student with a free appropriate public education, as mandated by the Individuals with Disabilities Education Act, those functions shall be performed by a properly trained individual. Appropriate training will be provided to each teacher prior to the placement of that special education pupil in the teacher's room. This training shall include an explanation of procedure(s) for delivery of the school health service, identification of the appropriate persons to whom performance of that function may be permissibly delegated, the extent and availability of supervision for performance of the procedures and the authority for alteration, modification or termination of the procedures.

Bargaining unit members shall be required to perform health services under this provision in an emergency situation only.

ARTICLE 5. TEACHERS PROFESSIONAL WORKING RESPONSIBILITIES

Section 1: Supervision

Supervision of students is the teacher's responsibility. This includes monitoring activities in all school areas such as cafeteria, halls, lavatories, playground, assemblies and any other place where students may congregate during the normal school day. Teachers shall cooperate in good housekeeping practices in the halls, respective classrooms and their lounges.

Section 2: Research and Development

Upon request of the administration, teachers shall be encouraged to recognize their professional obligation to participate in curriculum studies, research and revision committees during the school year as a part of professional development and involvement. The District will make attempts to have teacher representation from each building on curriculum council.

Section 3: Care of Supplies and Facilities

Teachers shall be expected to exercise reasonable care for school materials, equipment and facilities assigned to them. Teachers shall not be held monetarily responsible for equipment damage at school or off school premises if teacher exercised reasonable care. "Equipment" shall include but shall not be limited to the use of school laptops.

Section 4: Lesson Plans

Teachers shall at all times have completed, in advance, lesson plans for the next five (5) days of student instruction.

Section 5: Personal Appearance

All teachers shall maintain dress, grooming and personal appearance consistent with their area of teaching.

Section 6: Activities and Organizations

Teachers are encouraged to participate in various activities and organizations associated with Harper Creek Community Schools. These activities include, but are not limited to: PTA or PTO meetings, HCEA, Board of Education meetings, athletic events, choir and band concerts and festivals, theatrical productions, and student recognition events, etc. Teachers shall attend at least one (1) open house per year not to exceed one-hundred (120) minutes unless excused by their Principal.

Section 7: School Improvement Meetings

Teachers shall be required to attend mandatory meetings up to six hundred (600) minutes per school year. School improvement meetings shall not exceed sixty (60) minutes per meeting per month.

Section 8: Professional Development/Probationary Teachers

As a condition of continued employment, each probationary teacher subject to the professional development requirements of Section 1526 of the Revised School Code (or its successor provision) shall complete those requirements within the time provided by statute. The Board shall not be obligated to compensate the probationary teacher for either the time connected with completion of these requirements or for other associated costs such as enrollment course and/or registration fees. However, when the Board elects to provide this training locally it shall underwrite the cost of same but shall not be obligated to pay any additional compensation to the probationary teacher for the time associated with completion of the above requirements.

Section 9: Mentor/Mentee Professional Development and Stipend

Mentor training and assignment must follow current Michigan law; mentors and mentees may request to change their mentee/mentor through their supervisor. Mentees are eligible to receive professional development credit. Mentors may choose to receive a stipend or SCECHs.

For mentoring new teachers with less than three years prior teaching experience in a Michigan Public School, mentors can receive a stipend in place of SCECHs for each six (6.0) hours of work with their mentee up to:

Three days (18 hours) for first-year teachers: $270
Two days (12 hours) for second-year teachers: $180
One day (6 hours) for third-year teachers: $90

For mentoring a new teacher with at least three year prior teaching experience in a Michigan Public School, the District will assign a mentor for the first two (2) years to assist the teacher in becoming oriented to the District and the building procedures. These mentors can receive a stipend in place of SCECHs as follows:

Up to 12 hours for the first year teacher: $180
Up to 6 hours for the second year teacher: $90

To receive credit/stipend, both mentors and mentees must submit the professional development log by May 27. Mentors should indicate their compensation preference on the log sheet.

Section 10: Professional Development

The school calendar shall meet the professional development requirements under Section 1527 of the Revised School Code.

Two professional development days in a given school year will be planned by the Curriculum Council, including but not limited to instructional coaches and teacher representatives from each building.

Section 11: Representation at Conferences

Administration will consider leave with pay, not chargeable against the teacher's sick or personal leave, to attend educational conferences, workshops, and/or seminars. Administration will consider a reasonable number of teacher visitations for the purpose of viewing other instructional techniques and programs. The extent of teacher representation and visitation will depend upon the distance, the relevance, and the school budget. Teachers desiring to attend such conferences, meetings, or visitations should secure a conference

request form, discuss it with the principal and then forward it to the Superintendent or Superintendent's designated representative for final approval. No event registration will occur prior to the final approval. Teachers are encouraged to share their new learning relative to the conference with their peers.

Section 12: Parent-Teacher Conferences

All teachers will also be expected to attend no more than sixteen (16) hours of parent-teacher conferences per year. The district will set dates for the parent-teacher conferences within the first two-weeks of the school year with teacher input to give teachers and parents adequate time to plan and to attend.

The District will also compensate the eighteen (18) additional hours outside of contract hours (Open House and Parent-Teacher Conferences) with two (2) teacher compensation days on the calendar.

ARTICLE 6. TEACHER PERSONNEL FILE

A teacher shall have the right to review the contents of all personnel records (except those materials excluded from the definition of "personnel record" under the Bullard-Plawecki Employee Right to Know Act) maintained by the District pertaining to said teacher, and to have a representative of the Association accompany him/her in such review.

ARTICLE 7. SENIORITY

Section 1: Definitions

A. "Seniority" shall be defined as the length of continuous service in the bargaining unit, measured from date the Board of Education approves the contract of the teacher, not including extra- curricular service. Provided that seniority accrued prior to July 1, 1983, will be measured from date of hire with the School District and shall include periods of administrative service. A teacher serving in an administrative position shall not lose unit seniority previously accrued (in either teaching or administrative capacities) but after July 1, 1983, service in an administrative capacity shall henceforth not accumulate bargaining unit seniority.

1. A teacher on layoff shall continue to accrue seniority.

2. Leaves of absence granted before July 1, 1983, shall be included in the determination of the amount of seniority. However, such leaves as may be applied for on or after July 1, 1983, shall not be included in

the determination of the amount of seniority, except unpaid medical leaves as confirmed by a doctor and child care leaves, limited to one year per child. Leaves of absence taken pursuant to the Family and Medical Leave Act shall not interrupt seniority and shall be included in its determination. Return from leave of absence may be denied where the returning teacher is subject to layoff under the terms of this Agreement.

3. Each year, prior to November 1, the Superintendent, or his/her designee, shall prepare a seniority list and transmit a copy of same to the President of the Harper Creek Education Association and post a dated copy in each building. The names of all teachers at the time of preparation of the seniority list shall be listed in order of their seniority, starting with the teacher having the greatest amount of seniority.

   Each teacher's certification, major and minor fields and current assignments are to be included on this seniority list. The Association shall have thirty (30) days from the date of posting to allege any error or discrepancy in the seniority list. Otherwise, the list prepared by the Superintendent shall be conclusive.

   In the event of ties in seniority, all teachers so affected will participate in a formal drawing to determine placement on the seniority list. The Association and bargaining unit members so affected will be notified, in writing, of the date, time, and place of the drawing. The drawing shall be conducted openly and at a time and place that will reasonably allow affected bargaining unit members and Association representatives to be in attendance. The formal drawing will be conducted as such:
   1. The District shall write consecutive numbers on equal size paper and material
   2. Each teacher will draw a number
   3. The teacher who draws the #1 will be placed higher on the seniority list. The teacher who draws #2 will be placed after the teacher who draws #1 and so on until all teachers who were approved by the Board of Education on the same date have been placed on the seniority list.

B. "Certification" is defined as holding all certificates, endorsements licenses and/or approvals required by law and Michigan Department of

Education regulation to serve in the position assigned. Further, it is the teacher's responsibility to file such certificates, endorsements, licenses and/or approvals with the Board, and to ensure that the certification remains current.

A non-certified teacher meeting the requirements of Section 1233 b of the Revised School Code (or its successor provision) shall be considered to be a certified teacher for purposes of this contract, including application of standards of the discipline, serving a probationary period commensurate with that required under the Teachers' Tenure Act and all rights and responsibilities afforded by this contract, except where not permitted by law or regulation of the Michigan Department of Education.

The teacher shall provide written notice to the Board and Association of any change to his/her certificates, endorsements, licenses or approvals after the original filing of same with the District. This shall include notice of any additional endorsements, certificates, renewals, approvals as well as expirations, revocations and any limitations thereon. The teacher shall further notify the Board and Association, in writing, in the event that he/she petitions the State Board of Education for nullification or limitation of his/her certificate, one or more endorsements thereon or a grade level certification appearing on the certificate.

C. "Qualification" shall be defined as:

1. Holding a major/minor appropriate to his/her assignment and meets applicable standards for a "highly qualified" teacher under NCLB.

Section 2: Certification and Qualifications

A. The Board discourages teachers from nullifying any endorsement on their teaching certificate. However, the Board acknowledges the right of the teachers to nullify such endorsements. The Board and the Association advise teachers who exercise this right that they may jeopardize and/or restrict their employment opportunities in the event of a reduction in work force (layoff). Any teacher who intends to nullify an endorsement shall provide the Superintendent of Schools and the Association with prior written notice of such intent to nullify his/her endorsement(s).

B. Should a teacher seek to nullify or otherwise limit one or more endorsements or grade level certifications appearing on his/her certificate, the teacher, if tenured, will drop five (5) years from their current position on the seniority list. Their placement will be at the

bottom of the said five years. If the teacher is non-tenured, they will be placed at the bottom of the seniority list below the least senior teacher.

Section 3: Fringe Benefits

Any layoff shall suspend for the duration of the layoff the Board's obligation to pay salary or fringe benefits under any individual contract of employment or under this Agreement. However, a teacher shall be eligible to receive fringe benefits which are earned, but not received, prior to layoff. The District shall provide annual insurance payments in the same proportion as actual service days to total scheduled service days during the academic year in which the layoff is implemented.

Any employee laid off pursuant to this Article may, upon application and at his/her option and expense, continue enrollment in health insurance programs to the extent available under COBRA. Such continuation of insurance benefits shall be contingent on prior payment by the employee of the applicable policy premiums.

ARTICLE 8. GRIEVANCE PROCEDURE

Section 1: Definitions

A grievance shall be defined as a claim by the Association that there has been a violation, misinterpretation, or misapplication of any express provision of Agreement.

Section 2: Knowledge of Grievance

A teacher who believes he or she has a grievance shall first discuss the matter with his or her principal personally or accompanied by an Association representative or Association officer within five (5) school days after the teacher has had knowledge or should have had knowledge of the occurrence of the event upon which the grievance is based. If the violation is recurring, the five (5) days shall begin at the start of the latest occurrence of the violation. It shall be the objective of both parties to resolve the matter in this informal manner. In the event the grievance is not settled in this manner, the following formal grievance procedure shall apply and there shall be no reference made in a teacher's personnel record as to any initiation of a grievance of said teacher.

Section 3: FIRST STEP

Any grievance that is not settled as set forth in Section 2 of this Article or those grievances submitted by the Association shall be submitted in writing on the form provided by the Association to the principal of the school in which the grievance arises. All grievances shall state the following:

1. The Article(s), Section(s), and subsection(s)/paragraph(s) of the agreement alleged to have been violated.
2. A summary of the specific facts giving rise to the grievance.
3. The date of the alleged violation and when the grievant became aware of the violation.
4. Specific relief requested.
5. All grievances shall be signed by the grievant or any officer of the Association when the Association files a grievance.

All grievances shall be submitted to the principal within three (3) school days after the informal meeting described in Section 2 above or the occurrence of the event upon which the grievance is based for those matters submitted by the Association.

The principal shall give a written answer to the aggrieved teacher or the Association within two (2) school days after receipt of the written grievance. If the answer is mutually satisfactory, the grievant shall so indicate on the grievance form, sign it and return a signed copy to the principal.

By mutual agreement of the Superintendent and HCEA Grievance Chairperson, grievances may be initiated at the Second Step (Superintendent level).

Section 4: SECOND STEP

If the grievance has not been settled in the First Step and if it is to be appealed to the Second Step, the grievant and/or the Association representative(s) shall notify the Superintendent in writing within six (6) school days after receipt of the principal's First Step answer of the desire to appeal. If such written request is made, the Superintendent (or his/her designee) shall meet with the grievant and/or Association representative(s) within five (5) school days to consider the grievance. The Superintendent shall provide a written answer to the aggrieved teacher and to the Association representative(s) within five (5) school days after the date of this meeting. If the answer is mutually satisfactory, the Association shall so indicate on the grievance form, and sign it, and return a signed copy to the Superintendent.

Section 5: THIRD STEP

If the grievance has not been settled in the Second Step and if it is to be appealed to the Third Step, the Association shall notify the Superintendent in writing within five (5) school days after receipt of the Superintendent's Second Step answer of the desire to appeal. If such appeal is made, the grievance shall be reviewed at a meeting between the Board [or its designated representative(s)], the Superintendent, the grievant, and the Association representative(s) within ten (10) school days after receipt by the Superintendent of the notice of appeal. A written answer shall be given by the Board (or its

representative) to the aggrieved teacher and the Association representative(s) within fifteen (15) school days after the date of the Third Step meeting.

Section 6: Arbitration

If the grievance has not been settled in the Third Step, the Association may submit the grievance, except as provided below, to arbitration provided such submission is made and served upon the District within ten (10) school days after receipt of the Third Step answer.

A. All matters submitted to arbitration shall be submitted to the American Arbitration Association in accordance with its Labor Arbitration Rules then obtaining within the time specified above and such rules shall govern the arbitration hearing. The arbitrator shall have no power or authority to alter, amend, add to, or subtract from the terms of this Agreement or to hear matters removed from the arbitrator's authority under this Agreement. Both parties agree to be bound by the award of the arbitrator and that the arbitrator's costs and those of the American Arbitration Association shall be borne equally between the parties.

B. The arbitrator shall have no authority to rule upon the non-renewal or discharge of a probationary teacher or removal of a teacher from extra-duty positions.

Section 7: Failure to Meet Time Limits

Grievances which are not appealed within the time limits specified in the above grievance procedure shall be considered to be withdrawn by the grievant and/or the Association. If the Board fails to meet the time limits, the grievance shall automatically proceed to the next level in the procedure. The above grievance procedure affords the sole and exclusive remedy for complaints and grievances under the Agreement and the sole method of expression or communications of a view, grievance, complaint, or opinion on any matter related to this Agreement.

Section 8: Time for Discussions of Grievance

The presentation and discussions of grievances provided for in this Article shall take place outside of the regular school hours except during the first two (2) steps of this procedure (Section 3 and 4 of this Article) which will be held during school hours so long as all persons involved could so meet without interference with their assigned duties.

Section 9: Time Limits/Vacations

Monday through Friday shall be considered "school days" during the summer recess in determining the time limits set forth above.

Section 10: Association Knowledge

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.

ARTICLE 9. SUBSTITUTE TEACHERS

Whenever a teacher is absent from school, for whatever purpose, reasonable efforts shall be made by the Administration to hire a qualified substitute, considering such factors as the availability of substitutes, the number of teachers absent, and the extent to which the District has received sufficient advance notice of teacher absence.

Regular teachers and counselors may be asked to substitute when sufficient non-bargaining unit per diem substitutes are not available. If they agree to substitute, they will be compensated under the options listed in Article 13, Section 7. Teachers and administrators shall cooperate in performing substitute services in the above circumstances.

ARTICLE 10. DISCIPLINE/STUDENT

Section 1: Mutual Commitment

The parties declare their mutual commitment to maintenance of control and student discipline. The Board and the Association recognize the maintenance of control and discipline in the classroom is a key ingredient in establishing an effective learning environment.

A. The parties recognize the importance of teaching positive behavior and conflict resolution. However a teacher may exclude a student for the balance of the class period. If the student poses a safety risk or is extremely disruptive to the learning environment, the teacher will furnish the building administrator, as promptly as possible, a written summary of the full parameters of the incident. The parties recognize that special education students may not be excluded to the extent that such

exclusion impacts the student's IEP, or otherwise violates state or federal laws.

B. For persistent minimum offenses/ moderate offenses, teacher will submit in writing a summary of the purported misconduct to an appropriate building administrator. The building administrator shall have primary responsibility for issuing discipline, consistent with Board policies.

C. For severe offenses, the District shall follow Board policy, state and federal law, with the intent of creating a safe learning environment for students and staff. Severe offenses that violate the law shall be reported to law enforcement immediately. The accused student shall immediately be removed from that staff member's classroom (i.e., classroom teacher/instructional paraprofessional) and/or caseload (e.g., social worker, psychologist, and/or counselor).

   Staff members who are assaulted by a student during the execution of his/her duties will be allowed necessary respite time before returning to their professional duties for the remainder of the school day.

D. Consistent enforcement of disciplinary procedures will be administered when student misbehaviors warrant it. The teacher will have attempted to remedy student behavior problems through the use of documented disciplinary procedures prior to seeking administrative assistance, not including cases which may cause imminent danger. This documentation will be recorded on the referral form, which will be available in all buildings. Staff input shall be considered when administration makes disciplinary decisions.

E. Administrative disciplinary decisions shall be communicated to the referring staff within forty-eight (48) hours following the written misbehavior referral provided the referral is made by the teacher on the day incident occurred or on the same day the teacher gained knowledge of the incident. These decisions may be emailed to referring staff. In the event that the referring teacher is dissatisfied with administrative discipline, the teacher may submit a written objection to the administrator who issued the discipline, within forty-eight (48) hours after receiving notice of the disciplinary determination.

F. At the commencement of each school year, each building principal shall distribute to the staff written student disciplinary procedures, such procedures to be in accordance with applicable provisions of the Michigan Revised School Code. Staff and administration shall be responsible for following and enforcing these procedures uniformly.

It is understood that the above disciplinary procedures are subject to revision. Until revisions are formally adopted, building administrators shall continue to use the current disciplinary procedures to maintain consistent expectations within each building. In the event of such revisions, teachers shall be given written notice of same.

Not later than April 1 annually the Association shall forward to the building principals, in writing, any recommendations for revisions of student handbooks for the forthcoming school year. Prior to the adoption of revised disciplinary procedures, the district shall share with teachers in each building for the purpose of gathering feedback and making necessary revisions. A meeting to discuss feasibility of recommended changes will be held with the teaching staff and building administration by June 1.

Section 2: Reporting Incident

A. Any case of assault upon a teacher shall be promptly reported, in writing, to his/her building administrator. If a bargaining unit member is required to attend a legal procedure related to such incident, the member shall be granted paid leave for that purpose. Bargaining unit members acting within the scope of their employment responsibilities with respect to maintaining control and discipline of students shall be given support and assistance by the District.

B. Any case of assault upon a staff member arising out of the performance of the staff member's professional responsibilities at school or school sponsored functions shall be promptly reported to the Board or its designated representative. Student placement will occur only after a safety plan has been put into place to protect staff to the satisfaction of all parties involved.

ARTICLE 11. SHARED TEACHING

Section 1: Definition

A tenured teacher may share a job with another teacher certified and qualified at the same level of teaching.

Section 2: Application

Application to share a job shall be made prior to sixty (60) days before the beginning of a new semester of school.

Section 3: Seniority

Accumulated seniority and leave days shall be carried into the job-sharing arrangement, in full by all teachers involved.

Section 4: Responsibility and Benefits

The job shall be shared in a prorated manner in terms of working responsibilities, salary and benefits. In the event such an arrangement is implemented during the school year, the sick leave accumulation shall be reduced proportionately for each participating teacher for the time period during which the arrangement is in effect.

Section 5: Board and Teacher Rights

The Board reserves the right to accept or reject any job-sharing request or the continuation thereof.

Section 6: Substituting

In the event one of the teachers agrees to substitute temporarily for his/her partner because the partner is temporarily absent, the substitute's pay shall be at the full per diem substitute rate. (NOTE: the full daily rate will be at the level set by the Board of Education for each year during the term of this contract. The intent is to remit to the teacher, who substitutes for his/her partner, a full day's substitute pay for one half day of instructional services.)

ARTICLE 12. LEAVES OF ABSENCE

Section 1: Sick Leave and Sick Leave Notification

A. No deductions shall be made for absence to an aggregate of ten (10) days yearly, with maximum accumulation not to exceed one hundred fifty (150) unused days. Provided, any teacher who has accumulated more than one hundred fifty (150) unused sick days as of July 1, 1987, shall be allowed to retain such accumulation.

A maximum of ten (10) days per school year may be used for serious condition of the teacher's parents, current spouse or children. A medical note verifying the absence must be provided if administration suspects abuse.

"Serious condition" shall be defined as: major surgery, hospitalization for illness or injury, illness or injury requiring the services of a physician and which the attending physician considers sufficiently serious to require the employee to be present.

"Serious condition" shall not include: colds and sore throats, minor illness except in the case of a minor dependent where the dependent is prohibited from attending school, daycare and other child care services.

B. The following procedure for securing a substitute teacher shall be in effect in the Harper Creek Community School District:

The teacher shall notify the designated substitute service of the teacher's absence, online or by phone before 6 a.m. (HS and MS) or 7 a.m. (Elementary). The teacher shall also notify their building administrator (or his/her designee) by phone contact, voicemail, email, or text message.

C. Any teacher who is absent because of an injury or disease compensable under the Michigan Workers' Disability Compensation Act and who has sufficient accumulated sick leave, shall have the right to receive from the Board the difference between the allowance under the Workers' Compensation Law and the teacher's regular salary for the duration of the illness, deductible from his/her accumulated sick leave. The teacher's accumulated sick leave shall be charged proportionately for the salary differential. Example: if Workers' Compensation benefits are equal to 60 percent of the teacher's gross daily wage, the teacher's sick leave shall be charged .4 (four-tenths) of one day for the differential.

D. Each year, preceding the closing of school in June, each staff member shall receive from the Administration Office a statement of the teacher's sick leave status; that is, the number of sick leave days used during the

current year and the number remaining to the teacher's credit at the time said statement is issued. The teacher must report any alleged errors within thirty (30) days after receipt of the statement. Otherwise, the statement shall be conclusive.

E. Accumulated sick leave time shall terminate upon severance of employment.

F. The Harper Creek Board will allow the transfer of up to a total of fifty (50) days from retired teachers' personal sick banks to the HCEA sick bank.

G. Members can contribute no more than two (2) days to each bank per year. See HCEA By-laws for guidelines and formula. The District assumes no responsibilities for such procedures or decisions related to the use of the sick bank leave.

H. Employees shall be given a bonus for attendance.

If a teacher uses three (3) or less sick days during the school year, the District shall pay the teacher a $400 bonus at the end of the school year.

If a teacher does not use any sick days, the District shall pay the teacher an $800 bonus at the end of the school year.

Notification to receive the compensation bonus must be received in writing to the Business Office within five (5) business days after the last day of school.

Donations to the HCEA Sick Bank are not included in the bonus determination and cannot be used to disqualify an employee from receiving this bonus.

Section 2: Personal Leave

A. Two (2) days per year shall be granted for purposes of personal leave. Generally, personal leave should be used in situations of emergency for purposes of conducting personal business which is impossible to conduct on weekends, after school hours, or during vacation periods.

B. Teachers desiring to use personal leave shall notify Administration by a written form provided by the District at least two (2) school days in advance of anticipated absence, stating the day(s) to be used for personal leave. After the submission of the form, the teacher shall appropriately notify the substitute teacher service. In the case of an emergency, leave can be approved by the Superintendent or his/her designee.

C. Personal leave shall not be granted on the opening or closing days of school, or on the day prior to and following a vacation period, unless an emergency exists, and utilization is approved by the building principal.

D. A teacher shall not use personal leave days on consecutive work days except in the case of extenuating or unusual circumstances when the use has received the prior approval of the Superintendent or his/her designee.

E. Unused personal leave shall be credited to the teacher's sick leave accumulation.

Section 3: Bereavement Leave

Not more than five (5) days bereavement leave may be used in the case of the death of parent, spouse, child, step-child, sister, brother or any other person living in the same residence or who is an IRS dependent of the employee. Not more than three (3) days bereavement leave may be used in the case of the death of a grandparent, grandchild, aunt, uncle, mother-in-law, father-in-law, brother-in-law, sister-in-law or person to whom employee was engaged to marry. Not more than one (1) day sick leave may be used in the case of the death of any relative not listed.

It is expressly understood that limitations mentioned are for each such occurrence.

Section 4: Military Leave

A military leave of absence shall be granted to any teacher who shall be inducted or shall enlist for military duty in any branch of the Armed Forces of the United States and consistent with the FMLA. Leave for military care giving and exigencies also shall be granted consistent with the FMLA. Upon return from such leave the teacher shall be entitled to re-employment as provided by State and/or Federal law.

Section 5: Court Appearances

A leave of absence may be granted a teacher called for jury duty service or where a teacher receives a subpoena for attendance at court in connection with the teacher's school job responsibilities. If the subpoena involves a non-school-related matter, a teacher may use up to one (1) leave day which shall not be charged against the teacher's credited leave accumulation. If the subpoena is continued by the Court or re-issued for more than one day, the teacher may use up to three (3) sick days for attendance at Court in such circumstances.

Leave shall not be available where the teacher has been subpoenaed to court in a matter where the teacher and/or Association are adverse parties to the School District and/or Board.

When leave is available under the above provisions, the Board shall pay an amount equal to the difference between the teacher's daily salary and the daily jury or witness fee (not including travel allowances or reimbursement of expenses) for each day on which the teacher reports for or performs jury duty or is subpoenaed into court and on which the teacher otherwise would have been scheduled to work. Such leave shall not be charged against the teacher's credited leave accumulation, except as otherwise specified above.

Section 6: Child Rearing/Family Medical Leave

A. An unpaid leave of absence shall be granted to a teacher for the purpose of child rearing. Such leave shall be taken within the twelve (12) month period immediately following the birth or adoption of a bargaining unit member's child. The length of leave under this paragraph shall not exceed twelve (12) months, renewable at the discretion of the Board.

B. Where a bargaining unit member, his/her spouse, child or parent has a serious health condition, an unpaid leave of absence shall be granted for a period of up to twelve (12) weeks, renewable at the discretion of the Board.

C. A teacher adopting a child (children) or having a child (children) placed with him/her for foster care purposes shall begin his/her leave at any time between entry of a court order awarding custody and twelve (12) months after the child arrives in the home.

D. In order to provide continuity within the classroom between pupil and teacher, the teacher shall notify the Superintendent in writing of his/her desire to take leave under this Article. The letter requesting leave shall include the proposed commencement date of the leave and the date of return. Except in the case of an emergency, teachers shall give such notice at least thirty (30) days prior to the date on which the leave is to begin.

E. In the case of an adoption or foster care placement, a copy of the order awarding custody to the teacher shall be provided to the administration if requested in connection with a teacher's application for leave for those purposes. When leave is taken under this Article to care for a teacher's seriously ill spouse, child or parent, or due to the teacher's own serious health condition, the teacher will, upon administrative request, provide

medical certification from a health care provider supporting the necessity for the leave.

Teachers taking leave under this Article for medical and/or psychological reasons shall provide, at the Board's request, appropriate verification of the necessity for leave and the teacher's fitness to return to duty at the conclusion of the leave. The Board has the right to require that a second opinion (at the Board's expense) be obtained. If that opinion differs from that of the teacher's health provider, the health provider, the teacher and administration (in consultation with the Association, if requested by the teacher) shall mutually designate a third health provider whose opinion relative to leave eligibility or initial fitness to return to work shall be considered final and binding on the Board, teacher and Association. The cost of this examination shall be paid by the Board.

F. A teacher who is disabled may continue in active employment provided he/she continues to perform his/her regular duties satisfactorily.

G. All or any portion of a leave taken by a teacher because of a medical disability connected with or resulting from her pregnancy may, at the teacher's option, be charged to her available sick leave in accordance with State and Federal laws.

H. The teacher shall, upon his/her return, be assigned the same or, if the position does not exist, an equivalent teaching position for which the teacher is certified and qualified, and shall be placed on the salary schedule at the step attained prior to such leave. For purposes of this Agreement, restoration to a bargaining unit position for which the teacher is certified and qualified shall be considered as restoration to an equivalent teaching position.

I. The Board and the teacher agree to cooperate in scheduling commencement and return from leave at a time which minimizes disruption to the continuity of educational programming and service delivery.

J. The Board of Education will continue premium payments for health care benefits up to twelve (12) weeks for a teacher who has been granted an unpaid leave under this section. If the teacher fails to return from leave at its expiration (except in the event of the continuance, onset or recurrence of a serious health condition of the teacher or other circumstances beyond the teacher's control), the Board shall have the right to recover all premium payments made during the unpaid leave interval with the exception of those premium payments attributable to the use or substitution of paid leave. These amounts may permissibly be deducted from any wage or other payments due the teacher, with any

deficiency to be remitted by the teacher to the Board within five (5) days of demand.

K. The Board may hire substitute teachers to replace bargaining unit members granted leaves under this section.

Section 7: Voluntary Leave

A. A tenure teacher may be allowed to take an unpaid voluntary leave for a period not to exceed one (1) year without loss or gain in seniority. Such leave must be in accordance with Article 7-Reduction in Staff.

B. The Board agrees to provide for unpaid voluntary leave with the stipulation that there be no financial obligation as related to salary or fringe benefits while such person is on leave and provided that a certified and qualified replacement is available to insure that the quality of student instruction would not be diminished.

C. It is agreed that the teacher may continue his/her insurance coverages during the leave by paying premiums to the District in accordance with the District's policies and time lines, to the extent permitted by the respective carriers.

D. Requests for leave must be in writing and received not less than ninety (90) calendar days prior to the commencement of the leave, except in emergency situations where the Superintendent may approve the leave on shorter notice.

Section 8: Political Leave

The Association and District will follow the requirements of Act 169 of 1976, MCLA 15.401, et seq.

Section 9: Sabbatical Leave

A. The Board may grant yearly sabbatical leaves at one-half (½) salary for two (2) tenure teachers who wish to pursue graduate work on a full-time basis, not to exceed one (1) year in duration. Where the Board is required to grant a sabbatical leave in accordance with Section 1525 of the Revised School Code or its successor provision, there shall be no obligation to continue the salary or other compensation of the teacher. Where a teacher takes sabbatical leave under Section 1525 of the Revised School Code, the Board shall consider allocating a stipend for the instructor from professional development funds.

B. A teacher, upon return from a sabbatical leave, shall be restored to his/her former position, or to a position on the salary schedule, as he/she would have been, had the teacher taught in the District during such period. All teachers who accept sabbatical leaves shall agree to work in the District the school year following the sabbatical leave.

C. Sabbatical leaves shall be granted only at the discretion of the Board of Education on the recommendation of the Superintendent.

ARTICLE 13. SALARY SCHEDULES

Section 1:

Any bargaining unit non-K-12 teachers shall be placed upon the BA or MA salary column (as appropriate to their degree and credit status) with a maximum placement of Level 6 (as appropriate to their credited teaching experience).

2018-2019

1.0% increase; top steps (12, 13, and 20) get 2.0%. All employees move up a step.

	BA	MA	PhD/EdD
1	$36,382	$37,463	$39,264
2	$37,698	$38,906	$40,911
3	$38,830	$40,585	$42,676
4	$40,432	$42,614	$44,584
5	$42,506	$44,737	$47,048
6	$44,503	$46,975	$49,398
7	$46,553	$49,314	$51,855
8	$48,899	$51,774	$54,444
9	$51,429	$54,079	$57,158
10	$54,025	$57,061	$60,004
11	$56,699	$59,900	$62,987
12	$62,268	$62,888	$66,125
13		$69,120	$72,914
20	$62,578	$69,466	$73,278

2019-2020

2% increase on all steps; all get step increases.

	BA	MA	PhD/EdD
1	$37,110	$38,212	$40,049
2	$38,452	$39,684	$41,729
3	$39,607	$41,397	$43,529
4	$41,241	$43,466	$45,476
5	$43,356	$45,632	$47,989
6	$45,393	$47,915	$50,386
7	$47,484	$50,301	$52,893
8	$49,877	$52,809	$55,533
9	$52,458	$55,161	$58,301
10	$55,105	$58,202	$61,204
11	$57,833	$61,098	$64,246
12	$63,513	$64,145	$67,447
13		$70,503	$74,372
20	$63,830	$70,855	$74,743

2020-2021

2% increase on all steps; all get step increases.

	BA	MA	PhD/EdD
1	$37,852	$38,976	$40,850
2	$39,221	$40,478	$42,564
3	$40,399	$42,224	$44,400
4	$42,066	$44,336	$46,386
5	$44,223	$46,544	$48,949
6	$46,301	$48,873	$51,394
7	$48,434	$51,307	$53,950
8	$50,875	$53,865	$56,644
9	$53,507	$56,264	$59,467
10	$56,208	$59,366	$62,428
11	$58,990	$62,320	$65,531
12	$64,784	$65,428	$68,796
13		$71,913	$75,859
20	$65,106	$72,273	$76,238

Section 2: Longevity

15-20 years of experience within the district is 1% of BA Step 1
21-25 years of experience within the district is 1.5% of BA Step 1
26-30 year of experience within the district is 2% of BA Step 1
31+ year of experience within the district is 2.5% of BA Step 1

Years of Service	Longevity Payout
15-20	1%
21-25	1.5%
26-30	2%
31+	2.5%

Section 3: Conditions for Vocational Teacher Placement

To be placed upon the BA scale a vocational teacher without a Bachelor's Degree must have earned a vocational certificate and have six (6) years of work experience.

Experience in excess of six (6) years shall be evaluated in terms of two (2) years industrial, office or distributive experience being equal to one (1) year of teaching experience.

Section 4: Payment Schedule

Every teacher may elect to receive his/her annual salary in 21 equal payments or 26 equal payments. Teachers shall make a written election between June 15 and August 1 to be paid over twenty one (21) or twenty six (26) pays in the next succeeding school year. Once made that choice shall be irrevocable unless revoked in writing during the above election window for a succeeding school year. Teachers who do not have a written election on file with the business office shall be paid over twenty one (21) pays.

Section 5: Coaches' Salaries

A. The salary computations in coaching, including middle school, shall be based on the current BA Step 1 amount.

B. Evaluations of coaches shall be done in terms of specific dates, assignments, and expectations as specified in the Harper Creek Athletic Handbook adopted by the Board of Education on June 7, 1987, a copy of which shall be provided to each coach. Completed evaluations will be given to coaches not later than six (6) weeks after the conclusion of regular or post-season play, at which time the coach will be informed of his/her renewal or non-renewal.

C. Any teacher may apply for a vacant coaching position. In filling the position, however, the District shall consider qualifications, attainments, and other relevant factors, including service in the School District as well as applicants from outside the School District. If two or more applicants are equal in the above selection factors, in the judgment of the District, preference shall be given to certified staff.

D. Coaches' pay shall be made over the duration of their respective assignments. Each paycheck stub shall indicate the amount of coaching pay received in that pay period.

E. The Schedule for coaches shall be at the following percentages of the base amounts established in subparagraph "A" above.

Athletic Director – Middle School	11.00
Baseball - 9th	7.20
Baseball - JV	7.20
Baseball - Varsity	12.00
Basketball - Boys 7th	5.80
Basketball - Boys 8th	5.80
Basketball - Boys 9th	9.60
Basketball - Boys JV	9.60
Basketball - Boys Varsity	16.00
Basketball - Girls 7th	5.80
Basketball - Girls 8th	5.80
Basketball - Girls 9th	9.60
Basketball - Girls JV	9.60
Basketball - Girls Varsity	16.00
Competitive Cheer – Varsity	12.00
Competitive Cheer – JV Coach	8.00
Cross Country	12.00
Cross Country Asst.	6.00
Cross Country – Middle School	5.80

Football - Freshmen	9.60
Football - JV	9.60
Football - Varsity Assistant	9.60
Football - Varsity	16.00
Golf - Boys	11.00
Golf - Girls	11.00
Lacrosse Coach	12.00
Lacrosse Asst. Coach	4.00
Soccer JV	6.96
Soccer - Varsity Girls	12.00
Soccer - Varsity Boys	12.00
Softball - JV	7.20
Softball - Varsity	12.00
Swimming - Boys	16.00
Swimming/Diving Asst. - Boys	9.09
Swimming - Girls	16.00
Swimming/Diving Asst. - Girls	9.09
Swimming – Middle School	5.80
Tennis - JV (Girls/Boys)	6.60
Tennis - Boys Varsity	11.00
Tennis - Girls Varsity	11.00
Tennis – Middle School	5.80
Track - Boys Middle School	5.80
Track - Girls Middle School	5.80
Track - Boys Assistant	6.96
Track - Girls Assistant	6.96
Track - Boys Varsity	12.00

Track - Girls Varsity	12.00
Volleyball – 7th	5.80
Volleyball – 8th	5.80
Volleyball - Frosh	8.40
Volleyball - JV	8.40
Volleyball - Varsity	16.00
Wrestling – Middle School	5.80
Wrestling - JV	9.09
Wrestling - Varsity	16.00

NOTES: Five (5) to nine (9) years' experience is 0.5 percent over above schedule percentages.

Ten (10) to fourteen (14) experience is 1.0 percent over above schedule percentages.

Fifteen (15) or more years' experience is 1.5% over above schedule percentages.

Section 6: Extra Duty Assignments

Non-athletic extra assignments shall be paid on the following basis:

A. The salary computation for Extra-Duty assignment shall be at the following percentages on the current BA Step 1 salary rate.

Band Concerts and Programs	
Senior High	15.00
Senior High Assistant/Color Guard	5.00
Middle School	8.00
Class Advisors	
Senior	3.00
Junior	2.75
Dramatics	
Senior High	7.00
Middle School	6.00
Musical Coordinator, Senior High	7.25

Musical Assistant(s): Senior High	16.00 (max of 4.00 per person)
Vocal Concerts and Programs (When held outside of the school day) Senior High Middle School Elementary	 4.00 3.25 1.25
PomPon Advisor	5.50
National Honor Society/ Sponsor Senior High Junior - Middle School	 6.50 4.00
Sideline Cheerleading Supervision High School	3.50
Sideline Cheerleading Supervision Middle School	1.75
Sixth Grade Camp Teacher/ Week Day Supervision Day Supervision plus overnight stay	 0.45 2.00
Student Senate Advisor	6.00
Year Book Advisor (Elementary/Secondary)	8.00
Middle School Activity Director	5.50
Summer School Teacher	0.07
Credit Recovery	0.07
DCC/Department Group Chairperson	2.50
DECA	5.00
Student of the Month High School	$500
Robotics High School Middle School	 8.00 2.00
Kindergarten Roundup	$50 per night per teacher with a maximum of 4 teachers per building per night.

Testing Incoming Kindergarten students	$25/hour
Senior Social Studies Coordinator	1.00

B. Extra-assigned duties (non-athletic) that do not go a full school year will be paid at the end of the assignment. If the assignment goes a full school year, the advisor shall have the option of having the payment spread over his/her pay periods or receiving one lump sum at the end of the school year.

C. Teachers must request payment in writing through their administrator for services rendered. The administrator shall notify the payroll department, in writing, as soon as request is received.

D. Inclusion of position on the schedule does not require District to fill the position.

Section 7. Formula for Substitution Rates

At the beginning of each school year each teacher shall make an irrevocable election to be compensated for substitution work, under Option A, Option B, or Option C as provided below:

OPTION A: Teachers shall be reimbursed at their individual hourly rate of pay for teaching at the request of the principal for an absent teacher.

1. High School

$$\frac{\text{Annual Salary}}{\text{(number of instruction periods, plus prep period X number of teacher contract days)}}$$

2. Middle School

$$\frac{\text{Annual Salary}}{\text{(number of instruction periods, plus prep period X number of teacher contract days)}}$$

3. Elementary teachers who are not relieved due to the absence of a special teacher shall be compensated according to the following formula for time the elementary teacher has charge of students when the special class would have otherwise occurred:

$$\frac{\text{Number of Minutes} \quad x \quad \text{daily rate}}{326}$$

This shall not apply if the special class is rescheduled during the next ten (10) school days.

When a class of students normally assigned to an absent teacher is divided among other teachers, the time involved for substituting shall be apportioned among those teachers and will then be paid according to Option A, B or C.

OPTION B:

Teachers shall be reimbursed by compensatory time for substituting, at the request of the principal, for an absent teacher.

1. **High School** - Teachers will be granted one (1) compensatory period for each instructional period of substituting. When three (3) compensatory periods have been accumulated, one (1) compensatory day will be granted.

2. **Middle School** - One (1) compensatory period will be granted for each period of substituting. When two hundred seventy (270) minutes have been accumulated, one (1) compensatory day will be granted.

3. **Elementary** - Teachers who are not relieved due to the absence of a special teacher or who substitute for other teachers in addition to supervising their own classes shall be granted compensatory time. When three hundred sixteen (316) minutes of compensatory time are earned, one (1) compensatory day will be granted. This shall not apply if the special class is rescheduled within ten (10) working days.

When a class of students normally assigned to an absent teacher is divided among other teachers, the compensatory time involved for substituting shall be apportioned among those teachers.

Teachers desiring to use compensatory days shall notify the administration at least two (2) days in advance of anticipated absence stating the day(s) to be used for compensatory leave. Compensatory leave shall not be granted on the opening or closing days of school or on the days prior to and following a vacation, holiday or recess period. The administration reserves the right to limit the number of teachers taking compensatory time on a given day, considering the availability of substitutes.

Any unused compensatory time shall be paid at the conclusion of a school year under the formula specified in Option A. Compensatory time

shall not be used in less than ½ day increments and shall not be carried forward from year to year.

OPTION C:

Teachers substituting, at the request of the principal, for an absent teacher may elect to have credit applied to an internal District Budgetary account for the teacher's classroom funds for the purchase of computer related classroom supplies. The teacher would receive .5 of Option A above, and 1.0 of the amount of funds derived from Option A would apply to the before-mentioned classroom account. Teachers must follow District purchasing procedures for the expenditure of these amounts.

Section 8: Experience Outside of District

Newly hired teachers may be allowed a maximum of ten (10) years of credit for experience outside the District, within the sole discretion of the Board. Experience other than teaching experience which makes an employee more valuable than a beginning teacher may be credited within these experience limitations. Within one calendar month, the Association will be notified of such hiring and the rationale for that employment based on non-teaching years considered as experience.

Section 9: Degree Status Change

When a teacher shall have attained the next higher degree and shall have provided the Board of Education with evidence of this fact, the teacher shall be placed on the salary column which reflects the new degree at the opening of the next succeeding semester (this is to be prorated). Written notification of intent to be graduated shall be given to the Human Resources Department not later than November 10 to receive payment for second semester, and not later than July 15 to receive payment for succeeding school year.

Section 10: Check Stub Identification

The stubs attached to pay checks shall identify all deducts using either the code presently appearing on the stub or other identification.

Section 11: Tuition Reimbursement

The District will reimburse teachers at the rate of one hundred dollars ($100) per credit hour, with maximum annual reimbursement for six (6) credit hours for each successfully completed class according to the following conditions:

1. Teachers enrolled in a university approved degree program will submit, in advance, to the Superintendent (or designee) for his/her approval, a list of the required courses for the program as well as the estimated time for completion of the degree. Teachers enrolled in an approved degree program must also obtain advance approval from the Superintendent (or designee) for elective courses within the program as well as any courses that are substituted for the originally approved required courses.

2. Teachers not enrolled in an approved degree program must submit individual courses for advance approval to the Superintendent (or designee).

3. Teachers shall not be eligible to receive tuition reimbursement for classes completed during the summer months until September and on the further condition that the teacher has returned to work in the District for the school year immediately ensuing the summer during which the classes were completed.

   The total expenditure for tuition reimbursement shall not exceed $12,300 each school year.

   Tuition requests made by administration will not be deducted from the tuition reimbursement allocation.

Section 12: Retirement Notice

Employees who are eligible to retire in accordance with the Michigan Public School Employees Retirement and submit a letter of intent to retire at the end of the school year shall receive a retirement incentive of $1000.

Letters of intent to retire must be received in the Superintendent's Office by 4:00 pm on March 1. The one-time lump sum payment will be paid on the 1st pay in June.

ARTICLE 14. INSURANCE

Section 1: Health

The Board agrees to provide the premium payments to MESSA for the following insurance protection for teachers and their eligible dependents. All insurance PAKs include the following non-health insurance:

- Delta-Dental Plan
  - Class I, II, II 80%, Annual Max $1000;
  - Class IV 80%, Lifetime Max $1300
- Vision-VSP2
- Negotiated Life Insurance of $35,000.

Bargaining unit members shall elect on Pak from the following 5 PAKs as specified below. Employer shall make premium payments on behalf of full-time bargaining unit members pursuant to the selected insurance plan.

A. **PAK A : MESSA ABC Plan 1: Health Savings Account (HSA)**
$1350/$2700 deductible (subject to annual IRS changes)
ABC Rx drug card,
$0 co-pay for office visit after deductible,
0% co-insurance,
Adult Immunization Rider,
Preventative Care Rider

B. **PAK B : No Health Insurance Needed.** Employees must provide proof of medical coverage under another group health plan.

Cash in lieu of $450 per month

The Board will administer a **Cafeteria Plan** under Section 125 of the Internal Revenue Code.

It is the responsibility of each eligible bargaining unit member to comply with all requirements for eligibility, enrollment and coverage specified in the Cafeteria Plan and/or by any insurance carrier, insurance policyholder or third party administrator pertaining to the underlying benefits set forth in the Cafeteria Plan. These responsibilities shall include, but shall not be limited to, initial enrollment, benefit election, and submission of all information necessary for claims processing and/or claims administration. The Board agrees to reopen health care cafeteria reimbursement accounts of each employee in this bargaining unit, to the extent authorized by law, to withhold additional wages for medical expenses, if required.

In the event that an eligible bargaining unit member waives available coverage(s) under the Cafeteria Plan and thereby elects to receive additional compensation under PAK-B, pursuant to the terms of the Plan, any direction of that compensation to a tax-deferred annuity under Section 403(b) of the Internal Revenue Code or within the meaning of Section 1224 of the Revised School Code shall be regarded as a voluntary and elective contribution made by the teacher through salary reduction.

C. **PAK C : MESSA Choices Plan 1**

$500/$1000 deductible (subject to annual IRS changes)
Saver Rx prescription plan,
0% co-insurance,
Co-pays ($20 for office visit, $25 for urgent care, and $50 for emergency room services),
Adult Immunization Rider,
Preventative Care Rider

D. PAK D: MESSA Choices 2

$500/$1000 deductible (subject to annual IRS changes)
3-Tier Rx Prescription Plan,
20% co-insurance,
co-pays ($20 for office visit, $25 for urgent care, and $50 for emergency room services),
Adult Immunization Rider,
Preventative Care Rider

E. PAK E: MESSA ABC Plan 2: Health Savings Account (HSA)

$2000/$4000 deductible (subject to annual IRS changes)
ABC Rx drug card,
$0 co-pay for office visit after deductible,
0% co-insurance,
Adult Immunization Rider,
Preventative Care Rider

F. The employer share of premiums cannot be higher than the allowable amount under Section 3 or 4 of PA 152 of 2011. All amounts higher than the amount allowed under Section 3 or 4 of PA 152 of 2011 are the responsibility of the enrolled employee and will be payroll deducted from wages according to employees health insurance subscriber status i.e. Single, 2-Person, or Family.

G. The District will load the employee's respective deductible for HSA plans on January 1 of each year. An employee may choose to decline the District

loaded deductible by giving written notification to the Business Office Manager by December 1.

H. Regular part-time teacher may select any of the foregoing programs for which they are eligible, in accordance with the rules of the carrier and policyholder. The District shall make premium contributions, in that event, prorated in proportion to the amount of time working in relation to a full-time assignment.

In order to participate in any of the foregoing programs, the part-time teacher must provide the District with a written payroll deduction authorization for the excess premium cost over the District's contribution as specified above.

Premium amounts which are the responsibility of the bargaining unit member shall be payroll deducted from the wages of that individual.

I. Any and all disputes regarding coverage and claims processing with respect to the foregoing insurance plans shall be solely between the eligible bargaining unit member and insurance carrier, policyholder and/or third party administrator. Any disputes relative to the administration and/or operation of the Cafeteria Plan shall be resolved in conformance with the Claims Procedure section of that Plan.

It is agreed that the sole obligation of the Board shall be to make such premium payments required under this Article and other payments as may be authorized by the Cafeteria Plan during the period of a bargaining unit member's eligibility for participation in that Plan and for fringe benefit plan enrollment under this Agreement.

Section 2: Annuity

The Board shall allow a teacher to enroll in a tax-deferred annuity plan through payroll deduction, pursuant to section 403(b) of the Internal Revenue Code, as amended. (Said plan to be in accordance with the underwriting carrier's rules and regulations.)

ARTICLE 15. WORK STOPPAGE

In accordance with Section 1 of Public Act 336 of 1947, State of Michigan, as amended, and in keeping with the high standards of the profession, the Association agrees that upon execution of this Agreement and for the duration thereof, it shall refrain from any work stoppage for any purpose.

ARTICLE 16. MISCELLANEOUS

Section 1: Board of Education Policies

This Agreement shall prevail over any policies of the Board which conflict with its express terms.

Section 2: Copies of Contract

The Board shall make available to the Association within twenty-five (25) calendar days of the execution of this Agreement one copy of this Agreement for each bargaining unit member and fifty (50) copies for Association use provided that the Board and the Association share all costs for preparation of said document.

Section 3: Contract Review

Within forty-five (45) school days of the ratification of this Agreement the building principals, Association building Representatives and central office administrators shall meet with the Superintendent and the President of the Association for the purpose of reviewing contract language different from the previous Agreement.

ARTICLE 17. CALENDAR

Section 1: Appendix A

For the initial school year covered within this contract the calendar shall be as depicted in Appendix A. For the 2019-2020 and 2020-2021 school years the calendar will be renegotiated.

Section 2: Last Day of In service

One in-service day at the beginning of each school year shall be for teacher's work in the classrooms, Association Business.

ARTICLE 18. DURATION

Section 1: Contract Time Lines

This Agreement shall be effective upon ratification and shall continue in full force and effect until the 9th day of August, 2021. This Agreement may be reopened by mutual consent of the Association and the Board of Education.

Section 2: Conformity to Law

If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

Section 3: Emergency Manager

An emergency manager appointed under the Local Financial Stability and Choice Act is authorized to reject, modify, or terminate this Agreement as provided in the Local Financial Stability and choice Act, 2012 Public Act 436.

Witness to Agreement

Harper Creek Education Association, MEA/NEA

Sandy Paesens
MEA UniServ Director

Rachel Foreman
HCEA Co-President

Cynthia Schofield
HCEA Co-President

Harper Creek Board of Education

Robert Ridgeway
Superintendent

Beau Bess
Board of Education President

Tina Kyger
Board of Education Secretary

Appendix A

Harper Creek Community Schools

2018 - 2019 District Calendar

July 2018

S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

August 2018

S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

4 T

September 2018

S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

19 T 23/ 19 S 19

October 2018

S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

23T 46 / 23 S 42

November 2018

S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

20 T 66 / 20 S 62

December 2018

S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

15 T 81 / 15 S 77

January 2019

S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

19 T 100 / 18 S 95

February 2019

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28		

20 T 120/ 20 S 115

March 2019

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

21T 141 / 19 S 134

April 2019

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

16 T 157/ 16 S 150

May 2019

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

22 T 179/ 22 S 172

June 2019

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

8 T 187 / 8 S 180

○ = No School Students

◇ = No School Students/Teachers

▽ = 1/2 Day Students/Teachers

△ = 1/2 Day Students

□ = HCEA & PD

▽ = Comp Day - No School Students and Teachers

⬭ = 1/2 Day Students/ 1/2 Teacher—Records, PD or Comp Days

Elementary Grading Terms
T1 09/04/18-11/16/18
T2 11/19/18-03/08/18
T3 03/11/18-06/12/18

Middle School Grading Terms
Q1 09/04/18-11/02/18
Q2 11/05/18-01/18/19
S1 09/04/18-01/18/19
Q3 01/21/19-03/15/19
Q4 03/18/19-06/12/19
S2 01/21/19-06/12/19

High School Grading Terms
S1 09/04/18-01/18/19
S2 01/21/19-06/12/19

August 27 -Welcome Back,
2 hr. building meeting & 2.5 hr PD
August 28 - 2 hr. PD & HCEA Day
August 29 & 30 —Profess Dev Days
August 31 & Sept 3—No School
September 4- First Day of School
November 16—1/2 Day Students
1/2 Day Teacher PD MS & HS
1/2 Day Records Day—Elem

November 21-1/2 Day –Students & Teachers
November 22 & 23 - No School
December 24 - Jan 4- No School
January 17—1/2 Day Students
1/2 Day Teacher Records MS & HS
1/2 Day Teacher PD—Elem
January 18—1/2 Day Students
1/2 Day Teacher Comp Day MS&HS
1/2 Day Teacher PD—Elem

January 21—No school students
Teacher PD (all)
March 8—No school students
Teacher PD—HS & MS
1/2 Day Teacher PD (AM)—Elem
1/2 DayTeacher Records –Elem
March 29—TeacherComp Day—
No School - Students and Teachers
April 1 - 5 - No School
April 19 - No School

May 27 - No School
June 11- 1/2 Day Students—
1/2 Day Teacher Records HS&MS
1/2 Day Teacher Comp Day—Elem
June 12—Last Day of School -
1/2 Day Students
1/2 Day Teacher Comp Day (all)

Student Days = 180
Teacher Days = 187

Letter of Agreement
Between
The Harper Creek Board of Education
And
The Harper Creek Education Association/MEA/NEA

Harper Creek Education Association/MEA/NEA and the Harper Creek Community Schools Board of Education hereby agree to pay Ms. Samantha Roslund 10% of BA1 to assist in technology integration. This extra pay for duties will no longer be approved when/if additional technology staff members are added and Samantha Roslund will be released from these duties.

Duties for this extra pay include, but are not limited to, the following Technology assistance:

1. **Meet regularly with the District's Director of Technology** to discuss device options, imaging, deployment, learning platforms, Acceptable Use Policy development, protection options, discipline policies, etc.

2. **Create a one-to-one device deployment schedule using the library catalog** to keep track of devices, which will include the following:
   a. Preparing library catalog for supporting deployment and keeping track of devices; creating individual records for each individual device; assigning barcode numbers to the records and attaching serial numbers to each individual device.
   b. Assembling the device, case, charging cord, identification card.
   c. Assigning MOODLE enrollment codes for each new student and providing instruction

3. **Monitor student activity and progress of the Moodle Modules, which shall include the following**:
   a. Keeping track of which students have provided signed AUPs and completion certificates
   b. Communicating with 3rd block teachers and students to encourage progress within the Modules
   c. Updating library catalogs to reflect due dates for each individual device
   d. Communicating with Technology Director to alert who lost/gained internet privileges depending on Moodle module completion.

4. **Assist with device troubleshooting, which shall include the following**:
   a. Addressing issues as necessary with Technology Director.
   b. Fixing issues with Internet access (including accessing wifi, browser troubleshooting, etc).
   c. Communicating to teaching staff and with students issues with connecting to internet, accessing Software Center
   d. Provide user support for web applications and other tech-related support
   e. Repairing issues as necessary (wifi/connectivity problems, browser issues, printer troubleshooting, settings, questions, etc).
   f. Submitting warranty claims and shipping devices with issues that are beyond the District's capabilities to repair, e.g. cracked screens, failed hard drives, defective batteries, etc.
   g. Returning repaired laptops to students and retrieving loaner devices
   h. Troubleshoot High School computer systems
   i. Document all staff and student technology assistance in HelpDesk.

Harper Creek Education Association, MEA/NEA

Sandy Paesens
MEA UniServ Director

Rachel M. Foreman
HCEA Co-President

For the Harper Creek Board of Education

Rob Ridgeway
Superintendent

Beau Bess
Board of Education President

Cynthia Schofield, Ph.D.

Dr. Cynthia Schofield
HCEA Co-President

Tina Kyger
Board of Education Secretary

Letter of Agreement
Between
The Harper Creek Board of Education
And
The Harper Creek Education Association/MEA/NEA

Harper Creek Education Association/MEA/NEA and the Harper Creek Community Schools Board of Education hereby agree to compensate High School Counselors up to 60 hours of additional paid work time outside of contractual work days with compensation set at the person's respective hourly rate. In addition, High School Counselors are allowed up to 2 compensation days.

All work time outside of the contractual work days is to be pre-approved, documented and shared with the building principal upon request.

Harper Creek Education Association, MEA/NEA

Sandy Paesens
MEA UniServ Director

Rachel Foreman
HCEA Co-President

Dr. Cynthia Schofield
HCEA Co-President

For the Harper Creek Board of Education

Rob Ridgeway
Superintendent

Beau Bess
Board of Education President

Tina Kyger
Board of Education Secretary

Letter of Agreement

Between

The Harper Creek Board of Education

And

The Harper Creek Education Association/MEA/NEA

Harper Creek Education Association/MEA/NEA and the Harper Creek Community Schools Board of Education hereby agree to pay the Middle School WEB team leaders a total of 6% of BA1 to be split evenly between organizing teachers and the High School LINK team leaders a total of 6% of BA1 to be split evenly between organizing teachers.

This Letter of Agreement will establish no precedent for either party.

Harper Creek Education Association, MEA/NEA

Sandy Paesens
MEA UniServ Director

Rachel Foreman
HCEA Co-President

Dr. Cynthia Schofield
HCEA Co-President

For the Harper Creek Board of Education

Rob Ridgeway
Superintendent

Beau Bess
Board of Education President

Tim Martin
Board of Education Secretary

Harper Creek Community Schools Board of Education
Proposal to the HCEA

8/6/2021
2021-22

Increase Starting Steps to $40,000, $41,125 and $43,000
Flat increase in Steps 2 to 4 of $1,166, $1,471 and $1,610
Step 20 - 3% increase on schedule
2% increase on remaining steps

AND an $800 stipend with rollup (less normal withholdings) payable on the 1st Pay in November

9 Aug 2021

BA1	$ 40,000	**MA1**	$ 41,125	**PhD/EdD1**	$ 43,000
BA2	$ 41,166	**MA2**	$ 42,596	**PhD/EdD2**	$ 44,610
BA3	$ 42,332	**MA3**	$ 44,067	**PhD/EdD3**	$ 46,220
BA4	$ 43,498	**MA4**	$ 45,538	**PhD/EdD4**	$ 47,830
BA5	$ 45,112	**MA5**	$ 47,480	**PhD/EdD5**	$ 49,934
BA6	$ 47,232	**MA6**	$ 49,856	**PhD/EdD6**	$ 52,427
BA7	$ 49,407	**MA7**	$ 52,338	**PhD/EdD7**	$ 55,035
BA8	$ 51,898	**MA8**	$ 54,948	**PhD/EdD8**	$ 57,782
BA9	$ 54,582	**MA9**	$ 57,395	**PhD/EdD9**	$ 60,663
BA10	$ 57,338	**MA10**	$ 60,560	**PhD/EdD10**	$ 63,683
BA11	$ 60,176	**MA11**	$ 63,572	**PhD/EdD11**	$ 66,848
BA12	$ 66,086	**MA12**	$ 66,743	**PhD/EdD12**	$ 70,179
		MA13	$ 73,358	**PhD/EdD13**	$ 77,384
BA20	$ 67,072	**MA20**	$ 74,455	**PhD/EdD20**	$ 78,541