Master Agreement

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

2026-2027
2027-2028
2028-2029

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PREAMBLE

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

AGREEMENT

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

RECOGNITION

1.1 The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in the Public Employment Relations Act, Act 336 of the Public Acts of 1947, as amended, for all certified teaching personnel under contract, but excluding Superintendent, principals, director assignments, substitute teachers and all support personnel.

1.2 The term "teacher" when used hereinafter in this Agreement shall refer to all certificated employees represented by the Association in the negotiation unit including the Great Start Readiness Program (GSRP) teachers housed at the Blackbird Educational Center.

1.3 The Board agrees not to negotiate with any teacher or teacher organization other than the Association or its designated representative for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, provided that the Association has been given opportunity to be present at such adjustment.

ARTICLE 2
BOARD RIGHTS

2.1 Except as modified by the specific terms of this Agreement, the Board shall retain all rights and power to manage the Harbor Springs Public Schools and to direct its employees as conferred by the Laws and Constitution of the State of Michigan and inherent in the Board's responsibility to manage the school system including but not expressly limited to the right:

2.2 To the executive management and administrative control of the school system and its properties and facilities, and the school activities of its employees during the employee working hours;

2.3 To hire all employees, and subject to the provisions of law, to determine their qualifications and such conditions of their continued employment, or their dismissal or demotion; and to promote and transfer all such employees;

2.4 To establish levels and courses of instruction including special programs, and to provide for athletic, recreational, and social events for students, all as deemed necessary and advisable by the Board;

2.5 To provide and approve the selection of textbooks, teaching materials, and aids necessary for an adequate instructional program;

2.6 To determine class schedules, hours of instructions, and the duties, responsibilities and assignments of teachers;

2.7 The exercise of all the foregoing powers, rights, authority, duties and responsibilities of the Board, the adoption of policies, rules and regulations in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific terms of this Agreement and then only to the extent such specific terms are in conformance with the Constitution and Laws of the State of Michigan and of the United States.

ARTICLE 3
TEACHER RIGHTS

3.1 Pursuant to the Public Employment Relations Act, Act 336 of the Public Acts of 1947, as amended, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining of negotiation and other lawful actives for mutual aid and protection. As a duly elected body exercising governmental power under the law of the State of Michigan, the enjoyment of any right conferred by Act 336 or other laws of Michigan or the constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association, his/her participation in any activities of the Association or collective professional negotiation with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or condition of employment.

3.2 The Board specifically recognizes the right of its employees appropriately to invoke the assistance of the State Labor Mediation Board, or a mediator for such public agency, or arbitrator appointed pursuant to the provisions of this agreement, and the Board agrees to be bound by any lawful order or award thereof.

3.3 The Association and its members may use school facilities for meetings at reasonable times, including between 8:00 a.m. and 11:00 p.m. during the school year, or at other times when no special services are required. Use of any building or facility must be approved in advance by the building principal or the Superintendent. If the Association seeks to use space that is also used by school-sponsored groups or made available for community use, the Association shall complete the District's facility use form and comply with all applicable District procedures, scheduling requirements, and rules governing facility use. Teachers shall not be prohibited from wearing insignia, pins, or other identifiers of Association membership on or off school premises. The Association may use bulletin boards in faculty lounges and place printed or duplicated Association materials in faculty mailboxes. The Association shall not be responsible for normal maintenance or utility costs associated with use under this section, but shall be responsible for any additional costs or damage caused by the Association or its members.

3.4 The Board agrees to furnish to the Association, in response to reasonable requests from time to time, all available information concerning the financial resources of the district including but not limited to annual financial reports and audits, register of certificated personnel, allocations (including county allocation Board budget), agenda of all Board meetings, Treasurer's reports, and census and membership data. Adopted Board Minutes will be sent to the Association president after each meeting. The Association president will also be notified of any Special meetings to be held by the Board. The Board agrees to furnish such information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students together with information which may be necessary for the Association to process any grievance or complaint.

3.5 Upon request, the Board shall inform the Association of any new or modified fiscal, budgetary or tax programs, construction programs, or major revisions of educational policy, which are proposed or under consideration and the Association shall be given an opportunity to express its views on said matters.

3.6 The employer agrees not to discriminate based on age, race, creed, color, nationality, sex, origin or marital status.

3.7 On an annual basis the Board will provide to the Association individual salaries and employment status for each bargaining unit member.

ARTICLE 4
PROFESSIONAL COMPENSATION

4.1 The salaries of teachers covered by this Agreement are based on one hundred eighty-four (184) workdays and are set forth in Appendix A, which is attached to and incorporated into this Agreement. The salary schedule shall remain in effect as designated each year. Teachers shall not be required to report to work on days when the District closes school because of weather, road conditions, utility failure, equipment failure, epidemic, fire, health or safety concerns, or other emergency conditions as determined by the District, and teachers shall suffer no loss of pay for such days.

4.2 The salary schedule is based upon a normal teaching load, as hereinafter defined for not to exceed the number of days specified in the calendar during normal teaching hours. For each additional class the teacher shall be entitled to appropriate additional salary. This salary shall be determined by dividing his/her base salary, as set forth in Appendix A, by the number of class periods scheduled daily.

4.3 Teachers may, as a representative group and through the assistance of their building principals, initiate changes in building scheduling which would positively impact the student population. Any changes will include the following standard procedures in building schedules:

A. A compilation of "Best Practice" research.
B. A representative committee of teachers and respective building principal to study the proposed change.
C. Consensus of affected building teachers.
D. An annual evaluation procedure by the committee specified in "B" above.

4.4 The Board agrees that the chief negotiator(s) for the Association engaged during the school day in negotiations on behalf of the Association with Board and/or its designated representative during the term of the Agreement shall be entitled to release time, as needed, without loss of salary.

4.5 Newly hired employees shall be granted a minimum of one-half (50%) credit for all years of successful K-12 public education experience. The Board, at its sole discretion, may grant additional credit for prior teaching experience outside the District, in whole or in part, up to the applicable maximum step of the salary schedule. Furthermore, the Board may grant up to two (2) years of credit for military service upon presentation of an honorable or medical discharge.

4.6 Increments become effective September 1, if the contract is in effect, and advancement under the salary schedule shall be automatic as of September 1.

4.7 A staff teacher shall be compensated at the rate of **fifty dollars $50** for each period of duty of which he substitutes during his/her preparation period or temporarily absorbs more than ten students into his regularly scheduled class.

4.8 A teacher may elect to have his/her contractual salary paid in:

A. twenty-one equal installments

B. twenty-six equal installments or
Note: Approximately every 7 years, there will be a 3 week interval instead of a 2 week interval between the last pay in August and the first pay in September.

C. Such election must be made prior to the issuance of individual contracts or not later than the first week of school.

4.9 Upon advance approval of the Superintendent and Principal, the Board shall reimburse teacher tuition for any course work completed after a Master's degree. This course work shall be limited to six (6) semester hours per fiscal year and would include classes offered at the graduate and undergraduate level. The Board shall pay the fee for certificate renewal. A copy of the application/reimbursement form shall be attached as an addendum to this agreement.

4.10 Masters +20, as referred to in the salary schedule, shall mean the attainment of a Master's Degree and subsequently twenty (20) additional graduate semester hours (thirty (30) term or quarter hours).

4.11 If the Board decides it is necessary to certify a teacher in another area and the teacher agrees to be recertified, the Board shall pay tuition, books and fees. In addition, the Board will pay a stipend of $300.00 per semester hour taken during the summer non-school days.

4.12 Summer Professional Development Compensation

A. The professional development opportunity will meet one of the following criteria:
   - The participation of the teacher is requested by a District administrator
   - The opportunity is consistent with the District Improvement Plan, or District Strategic Plan, or other District initiatives

B. A teacher who participates in summer professional development that is requested or approved in advance by a District administrator and aligned with District priorities shall be compensated at the rate of sixty dollars ($60.00) per hour for approved time spent in the activity, subject to District approval, timekeeping, and payroll procedures.

4.13 Summer School Compensation

Bargaining unit members shall be paid at a rate of $60 (Sixty Dollars and 00/100) per hour.

4.14 Experienced Educator Compensation

The District will offer Experienced Educator assignments to full-time teachers who have completed at least twelve (12) years of service with Harbor Springs Public Schools, excluding unpaid leave, and who have received Effective ratings on their five (5) most recent evaluations, or the equivalent under any successor evaluation system adopted by the District. A teacher seeking such an assignment must submit a written application to the Superintendent by August 15.

An assignment under this section shall consist of District approved duties performed outside the regular teacher workday that directly support student academic achievement, student well-being, or school safety. The District will approve the duties to be performed, and determine whether the duties have been satisfactorily completed.

To qualify for compensation under this section, the teacher must satisfactorily complete sixty (60) hours of assigned duties and submit documentation as required by the District. A teacher who satisfies the requirements of this section shall receive a stipend of six thousand dollars ($6,000) for the school year. The stipend may be paid in whole or in part, depending on if the assignment has been satisfactorily completed with documentation of the hours worked.

A teacher will receive an Experienced Educator assignment for no more than three (3) consecutive school years and will receive compensation under this section only once during the teacher's employment with the District.

4.15 Matching Annuity

Teachers who have attained an effectiveness rating of Effective or Highly Effective on their previous year's evaluation will be eligible for a 1% matching annuity.

ARTICLE 5
TEACHING HOURS

5.1 The Board and the teachers agree that the length of the normal instructional day and the number of minutes of instruction per day at each school site will not be less than the number required to meet State of Michigan annual student instructional hour and day requirements. On Fridays and days preceding holidays or vacations, the teachers' day shall end at the close of the pupils' day.

5.2 As part of their professional work hours, all teachers shall report to their assigned teaching stations by no later than 7:50 am and remain at their assigned teaching stations until at least 3:10 pm to respond to student and/or parent needs. Teachers must spend a combined 25 minutes daily at their assigned teaching stations considering time before 8:00 am and after 3:00 pm.

Additionally, teachers shall be entitled to a duty-free uninterrupted lunch period of 35 minutes.

5.3 Teachers will be required to attend one staff meeting per month (up to 60 minutes) on Monday with an agenda submitted to teachers by Monday 9:00a.m. Additional meetings and time must be mutually agreed upon by the Association and Administration that additional time is required. The goal of staff meeting is to engage staff in collaborative instructionally focused, and meaningful activities and discussion.

ARTICLE 6
TEACHING LOADS AND ASSIGNMENTS

6.1 The normal daily schedule for all full-time certificated personnel in the middle school and high school shall include one (1) unassigned planning period. An unassigned planning period is generally intended for planning, but it may be altered when necessary, because of changes in the daily schedule or other operational needs.

6.2 All teaching positions shall be filled by certified teachers. Every first year teacher shall provide the central office with a complete up-to-date transcript no later than August 15. Every teacher who earns additional credit should update their transcripts annually by September 15.

6.3 The normal weekly schedule for all certificated personnel will include a minimum of 275 minutes of planning time during the student contact day per week, which must be in blocks of no less than 20 minutes per period. The administration and Association will work collaboratively through the problem-solving process to ensure planning time is equitable between schools prior to the start of school. Planning time may include duty-free recess.

6.4 Teachers who will be affected by a change in grade assignments in the elementary school and by changes in subject assignment in the secondary school will be notified by their principals as soon as practicable.
6.5 Each teacher will be notified of his/her probable teaching assignment for the following year no later than the last day of school. Notification will occur as soon as possible when changes need to be made during the summer.

6.6 The Association recognizes the importance of providing students with diverse instructional opportunities, including on-site dual enrollment courses. The District retains the right to establish and offer such courses based on student interest, educational value, staffing, scheduling, and the requirements of the postsecondary institution.

When a new dual enrollment course is offered to Harbor Springs students, qualified bargaining unit members shall be given first right of assignment before the District seeks to staff the course outside the bargaining unit. To be eligible for first consideration, the bargaining unit member must meet all qualifications for the course, including any credentialing or adjunct faculty requirements established by the sponsoring institution.

Nothing in this section shall prevent the District from offering or continuing a course when no qualified bargaining unit member is available.

6.7 Any extracurricular assignment or additional daily class for which a teacher is paid, in addition to his base salary, shall be voluntary.

6.8 Vacancies in the school district shall be posted and teachers covered by this agreement shall be given the opportunity to apply for such vacancies provided their certification and qualifications meet the standards of the vacancy posting. A vacancy shall be defined for purposes of this Agreement as a position within the bargaining unit presently unfilled including newly created positions. Any vacancy that occurs after the beginning of the school year shall be posted as a Temporary Vacancy and remain posted until filled. If the position is to

continue beyond the initial school year, it shall be posted and filled in accordance with the provisions for filling vacancies outlined below.

6.9 Vacancies occurring within the bargaining unit, including newly created positions, shall be posted electronically to all bargaining unit members as well as on a designated bulletin board in each district building along with a copy of such posting sent to the Association President. Positions as above described shall be posted at least ten (10) school days prior to being filled, except such time limits may be condensed with the mutual agreement of the Association during the ten work days prior to and five work days after the beginning of a new school year so that the District may fill positions in a timely fashion when there are late resignations, illnesses, or when enrollment increases require additional staff. Bargaining unit members may apply for such positions by submitting a written application to the place designated on the posting.

6.10 During the summer months when regular school is not in session, the Employer will post in the Superintendent's office and electronically to all bargaining unit members all vacancies as above described and shall also forward at the same time copies of said vacancies to the Association President. Positions so posted shall remain posted for fourteen (14) calendar days when a vacancy occurs, except as may be modified as outlined in 6.9 (above).

6.11 Awarding of Vacancies:

Internally qualified applicants shall be given priority consideration for filling vacancies, provided their certification and qualifications meet the standards of the vacancy posting. The District shall select the most qualified and adequately certified internal applicant, taking into account the criteria below.

"Most Qualified" shall be determined using a combination of the following factors:

a. The teacher's number of years of teaching experience in the grade level or subject area within the district. Partial year teaching in a grade level or subject area shall be credited with a fractional percentage of that year taught, rounded to the nearest one-tenth.

b. Grade level credit for teaching in grades Pre-K through 5 shall count toward any elementary vacancy. Subject-level credit shall include any position relevant to the subject area of the vacancy.

c. A teacher assigned to multiple subject areas in a given year shall be credited with one (1) year of experience in each subject area, or fractional credit as applicable.

e. Relevant training, certification, and experience aligned to the specific needs of the position.

f. The educational program needs of the District and the best interests of students.

Applicants awarded the position must have at least 75% of their year end evaluations rated as "effective." If no internal applicant meets this criterion, the District may consider other qualified applicants.

In the event two (2) or more internal applicants are determined to be substantially equal in the above factors, the position shall be awarded to the employee with the longest service within the bargaining unit as defined by the Seniority List.

Voluntary Transfers:
A request for voluntary transfer may be made at any time in writing to the administration and shall specify the position sought. Transfers shall be granted when the applicant is qualified and the transfer is consistent with the criteria for filling vacancies and the educational needs of the District.

Involuntary Transfers: Involuntary transfers may be affected only for reasonable just cause. Thirty (30) days' notice of the intention to transfer, specifying the reasons for the same and the specific position to be transferred to, shall be provided to the affected bargaining unit employee and the Association. Causes for involuntary transfer include only cause involving the individual's performance or as part of a necessary reduction of force, as determined under this Agreement to maintain the most senior (if a tiebreaker) qualified staff possible district-wide consistent with the requirements of the Agreement.

6.12 A Mentor Teacher shall be defined as a Master Teacher as identified in section 1526 of the School Code and shall perform the duties of a Master Teacher as specified in the code. The Mentor Teacher shall be a tenured member of the bargaining unit. If there are no bargaining unit member volunteers, a retired K-12 teacher may be selected.

6.13 Each bargaining unit member in his/her first three (3) years in the classroom shall be assigned a Mentor Teacher. The Mentor Teacher shall be available to provide professional support, instruction and guidance. The purpose of the mentor assignment is to provide a professional who can offer assistance, resources and information in non-threatening collegial fashion.

6.14 A Mentor Teacher shall be assigned in accordance with the following:

A. Participation as mentor Teacher shall be voluntary.
B. Every effort will be made to match Mentor Teachers and mentees who work in the same building and have the same area of certification.
C. Mentee shall only be assigned to one (1) Mentor Teacher at a time.
D. The Mentor Teacher assignment shall be for one (1) year subject to review by the Mentor. Teacher and Mentee after six (6) months. The appointment may be renewed in succeeding years.

6.15 The parties agree the purpose of the mentor/mentee match is to acclimate the bargaining unit member and to provide necessary assistance toward the end of quality instruction, the Board and the Association agree the relationship shall be confidential. Neither the Mentor Teacher nor the Mentee shall be permitted to participate in any matter related to the evaluation of the other.

6.16 Upon request, and with prior approval, the Administration shall make available up to five, one-half days of release time so the Mentor Teacher may work with the Mentee in his/her assignment during the regular workday. Where possible the Mentor Teacher and the Mentee shall be assigned common preparation time.

6.17 New teachers (less than three years' experience) shall be provided with a minimum of fifteen (15) days of professional development instruction during their first three (3) years of classroom teaching. Professional development shall be scheduled, whenever possible, within the parameters of the regular work day and work year. The school district will pay the costs of professional development including materials, fees, and mileage. If mentor training becomes mandated, the parties agree to bargain a stipend for mentors.

6.18 Each mentor teacher shall receive a stipend of one thousand dollars ($1,000) for each school year in which the teacher serves as an assigned mentor. The stipend shall be paid either in two equal installments in December and June, or in one installment in June, as elected by the teacher in accordance with District procedures.

6.19 In the event that a tenured teacher is assigned to a grade level or subject area that he/she has not been teaching in for more than seven (7) years, the teacher shall have the opportunity to request a mentor for a one (1) year period. The terms for the mentor/mentee relationship/compensation shall follow the same procedure as described above in section 6.

ARTICLE 7
TEACHING CONDITIONS

7.1 Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class size shall be adjusted whenever possible to achieve the State of Michigan guidelines. If an overload is believed to exist, the teacher may inform the administration of the situation. The parties may join together to work on a remedy for the overload situation.

7.2 For grades K to 4, the average elementary class size shall be calculated by dividing the official enrollment in grades K to 4 by fifteen (15). If, because the Board employs fewer than fifteen (15) classroom teachers in grades K to 4, an elementary teacher is assigned more students than the calculated average, the teacher shall be paid two hundred dollars ($200.00) for each student above the calculated average.

7.3 Any teacher required to teach a split grade shall receive five hundred dollars (500.00) above the regular step on the salary schedule.

7.4 Teachers and members of the administrative staff shall confer from time to time for the purpose of improving the selection and use of educational equipment and materials. The Board agrees at all times to keep the schools reasonably equipped and maintained.

7.5 Medically Fragile: No bargaining unit member, unless on a voluntary basis and with Board provided appropriate training, shall be required to provide school health services.

7.6 For the purposes of this article, the term “school health services” shall mean any act or function constituting the “practice of medicine” AND/OR “PRACTICE OF NURSING” within the meaning of Sections 17001 AND 17201 of the Public Health Code (MCL 333.17001, 17201).

7.7 Administering Medication: In the event no school medical personnel are employed by the district, bargaining unit members may be required to administer medication to pupils only when the following conditions are met:

A. The parents or guardians have given prior written approval for the administration of the medication by non-medical personnel.
B. The aforementioned permission is accompanied by a prescription and written instruction from the attending physician.
C. Necessary equipment and supplies are provided.
D. Prior training is provided with regard to medication protocol, equipment and procedures. Such training shall be provided at the Employer's expense within the teacher’s regular duty day.

7.8 The Employer shall indemnify and save harmless from any liability bargaining unit members who administer medication to pupils when directed to do so by school supervisory personnel.

7.9 A teacher who is required and approved by the District to participate outside the regular teacher workday in an IEP meeting, a Section 504 meeting, or other student-specific meetings, or in preparation directly related to such scheduled meetings, shall be compensated at the rate of fifty dollars ($50.00) per hour for actual approved time, subject to District timekeeping and payroll procedures.

7.10 At the end of each school year, the building principal and the teachers involved in the instructional approach or support model shall meet to review its implementation and impact on student learning and student support.

7.11 Great Start Readiness Pre-School

A. Planning and Professional Development: GSRP classroom teachers holding a valid ZS or ZA endorsement shall be provided a minimum of 300 minutes of planning time per week. This time shall primarily be scheduled on Fridays to facilitate preparation, professional development, required staff meetings, and home visits.

B. Make-Up of Planning Time: Should a teacher be required to perform other duties (e.g., home visits, conferences, or District PD) during their scheduled Friday planning block, the District shall provide equivalent make-up planning time during scheduled non-student days on the GSRP calendar.

C. Family-Style Meals and Lunch Provision: Pursuant to GSRP program requirements for "family-style" mealtimes, classroom teachers shall remain with students during the lunch period. Consequently, GSRP teachers agree to waive the contractual 35-minute duty-free lunch on student days. In recognition of this specialized instructional requirement, the District and Association agree that the Friday planning and professional development schedule serves as the primary accommodation for this waiver.

ARTICLE 8
LEAVE PAY

8.1 Any teacher absent from duty on account of personal illness or any other approved reason shall be allowed full pay for a total of fourteen (14) days per year, accumulative to two hundred twenty (220).

8.2 A teacher who has exhausted his/her paid time off shall forfeit one day's salary for each subsequent day of absence.

8.3 Any teacher who has paid time off accumulated from the previous year or who had taught the previous year and used up his/her paid time off shall be credited with fourteen (14) days, on the first days he/she reports for duty.

At the end of each academic school year, all unused paid time off days shall roll over and accumulate into the teacher's paid time off day allowance.

8.4 Any teacher absent for more than five (5) consecutive days because of illness may be required to submit a statement from a doctor certifying such illness.

8.5 The provisions of this Article shall apply to absences due to surgery when the surgeon certifies that such surgery must be performed immediately.

8.6 The Board shall provide each bargaining unit member with digital access to their total accumulated paid time off credit.

8.7: Upon separation from employment with Harbor Springs Public Schools, an employee who has completed at least fifteen (15) years of service with the District and resigns in good standing shall receive fifty dollars ($50.00) for each unused paid time off day, up to 180 days of accumulation.

An employee who retires in good standing and has completed at least twenty (20) years of service with the District shall receive seventy-five dollars ($75.00) for each unused paid time off day, up to 180 days of accumulation.

To be eligible for payment under this section, the employee must submit written notice of resignation or retirement to the Superintendent at least seventy-five (75) calendar days before the effective date of separation, unless a shorter period is approved in writing by the District.

If an eligible employee dies before payment is made, the payment shall be made to the employee's designated beneficiary or, if no beneficiary has been designated, to the employee's estate.

8.8 Paid time off with pay chargeable against the teacher's allowance shall be granted for the following reasons:

A. Serious illness in the immediate family. Immediate family shall be limited to father, mother, brother, sister, spouse, children and grandparents and shall include such relationships acquired through marriage or adoption.

B. Time necessary for attendance at the funeral service of a person whose relationship to the teacher warrants such attendance.

C. Paid time off days for reasons other than illness may be used in increments of no more than two consecutive days without prior administrative approval. Notification for such leave must be made to the building principal twenty-four (24) hours prior to the absence unless it is an emergency. The use of three (3) or more consecutive paid time off days may only occur with prior administrative approval and arrangement for classroom coverage. Under no circumstances can such leaves be used to extend a vacation, including the day before and after Thanksgiving break, Christmas break, and spring break. Vacations may not be extended with an unpaid day off followed by immediately using paid time off. Paid time off days for reasons other than illness will not be granted for the day before or after a vacation period or on a day before or after other school recesses unless an emergency or extenuating circumstances occur that are determined to be beyond the member's control.

8.9 Leaves of absence not chargeable against the teachers' allowance shall be granted for the following reasons:

A. A maximum of five days per school year per death in the immediate family (as defined in paragraph 8.8A of this article).
B. Absence when a teacher is called for jury service. For such service the teacher shall be paid his/her daily salary less the fee for jury duty.
C. Court appearance as a witness in any case connected with the teacher's employment or the school or whenever the teacher is subpoenaed to attend any proceeding when a deposition is not acceptable.
D. District-approved professional development.
E. Time necessary to take the selective service physical examination.
F. Absence from work because of mumps, scarlet fever, measles, or chicken pox.

8.10 Teachers are required to leave lesson plans for any days that they are to be absent except in case of an emergency.

ARTICLE 9
LEAVES OF ABSENCE

9.1 Leave of absence without pay may be granted upon application for the following purposes:

A. Study related to the teacher's certification.

B. Study to meet eligibility requirements for a certificate other than that held by the teacher.

C. Study, research, or special teachings assignment, involving probable advantage to the school system.

9.2 Unpaid leaves of absence are not to exceed one contract year with clearly defined beginning and ending dates.

9.3 Regular salary increments occurring during leave as specified in paragraph 9.1.C (above) will be allowed and paid time off accumulated prior to such leave will be credited to the teacher upon his/her return. However, Association seniority shall be frozen and not accrue during this time.

9.4 A teacher who is unable to teach because of personal illness or disability and who has exhausted all paid time off available shall be granted a leave of absence without pay for the duration of such illness or disability up to one year. The leave may be renewed each year upon written request by the teacher and the consent of the Board. Upon return from leave, a teacher shall be assigned to a position for which they are qualified.

9.5 Absence due to injury incurred in the course of the teacher's employment shall not be charged against the teacher's paid time off days. The Board shall pay to such teacher his/her salary less benefits received under the Michigan Worker's Compensation Act.

9.6 Upon written request, a teacher shall be granted a leave without pay for care of their child. Such leave shall be granted for up to one contract year and may be renewed upon written request if submitted by April 1st of the subsequent year and if official Board approval is granted for one additional contract year.

9.7 Teachers who are officers of the Association or are appointed to its staff should, upon proper application, be given leave of absence of no more than one year without pay for the purpose of performing duties for the Association.

9.8 At the beginning of the school year, the Association shall be credited with eight (8) days to be used by teachers who are officers or agents of the Association for attendance at NEA, MEA, or other professional meetings. The Association shall reimburse the Employer for the full per diem pay for substitute teachers during such absences when substitutes are necessary. No more than two teachers shall be absent for these purposes on the same date except by mutual agreement of the parties.

9.9 Military leaves of absence shall be granted to any teacher who shall be inducted for military duty to any branch of the armed forces of the United States. Teachers on military leave shall be given the benefit of any increment and paid time off allowance which would have been credited to them had they remained in active service in the system. Association seniority shall accrue during such leave time.

9.10 The Board shall grant a leave of absence without pay for up to one year or the length of the term to any teacher to campaign for, or serve in, public office. Leaves to campaign shall be subject to renewal upon request of the teacher at the will of the Board.

ARTICLE 10
INSURANCE PROTECTION

10.1 The Board agrees to pay the full legislated cap amounts toward the bargaining unit members' health plan as determined by the members of the Association.

Coverage additional to health insurance provided by the district includes:

Long Term Disability

70%, $7,000
$10,000 maximum monthly salary
Waiting Period 60 CDF

Delta Dental

Basic Services 100%; Annual Max $3,000; Lifetime Ortho Max $5,000

Negotiated Life

$50,000 AD & D

Vision

VSP 3 Plus P 250CL

PLAN B (For teachers not electing health coverage)

Long Term Disability

Same as Plan A

Dental

Same as Plan A

Vision

Same as Plan A

Dependent Life

$2,000 spouse/$2,000 child

10.2 Full-time teachers will be given the option to take health care coverage as determined by the membership. If a member chooses to forgo health insurance benefits, they will receive an annual cash stipend in the amount equivalent to the single subscriber legislative hard cap amount per teacher.

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

10.4 When a teacher leaves the system prior to the end of the school year, his/her insurance will be terminated as of the first of the month following his/her termination of service.

10.5 A teacher entering this system as a new employee during the school year will be covered by this insurance as the first day of the month following his/her employment and such coverage shall continue through August 31.

10.6 The Board agrees to assume the legal defense of any suit or action brought against the Association regarding this section of the collective agreement. The Board further agrees to indemnify the Association for any costs or damages which may be assessed against the Association as a result of said suit or action, subject, however, to the following conditions:

A. The damages have not resulted from the initiation of legal action by the Association.

B. The Board, after consultation with the Association, has the right to decide whether to defend any said action or whether or not appeal the decision of any court or other tribunal regarding the validity of the section or the defense which may be assessed against the Association by any court or tribunal.

C. The Board has the right to choose the legal counsel to defend any suit or action.

D. The Board shall have the right to compromise or settle any claim made against the Association under this section.

10.7 Every teacher employed by the Harbor Springs Public Schools shall have the right to participate in the designated health insurance program and be permitted to pay their portion of health care premiums through payroll deduction.

10.8 Teachers who work part-time (2/5 time or more) who need health insurance shall receive single subscriber legislative hard cap paid by the Board. Teachers working part-time who do not need health insurance shall receive Plan B fully paid by the Board.

10.9 The Board shall provide without cost to the teachers, public liability and accident coverage in the amount of not less than $300,000for each accident, in the case of teachers in the course of their work and all school sponsored activities.

10.10 Teachers that elect a health insurance program option that costs less than the legislative hard cap shall have the Board deposit the hard cap and premium difference into their health savings account.

ARTICLE 11
TEACHER EVALUATION

11.1 The parties agree that the primary purpose of an evaluation is to improve the quality of instruction. Beginning with the 2024-25 school year, the negotiated performance evaluation system shall include a transparent and fair performance evaluation system that includes:

A. Following the specifications and guidelines set forth by 5D+ Instructional Growth and Teacher Evaluation system.
B. Observations and evaluation of the teacher's job performance with timely and constructive feedback.
C. The use of student growth and assessment data as 20% of the year-end evaluation determination. All teachers will use the district approved student growth measure (currently the shared district score).
D. A negotiated year-end evaluation form (5D+ Instructional Growth and Teacher Evaluation system) that utilizes other objective criteria for 80% of the year-end evaluation determination.

11.2 Classroom observation that are intended to assist in the year-end performance evaluation for teachers will conducted as follows:

A. Observations shall be no less than fifteen (15) consecutive minutes.
B. The administration shall offer the option for teachers to schedule a minimum of two (2) observations.
C. Observation feedback will be provided in Pivot to the teacher within twenty-four (24) hours of the observation.
D. There shall be at least four (4) classroom observations of a teacher in each school year the teacher is evaluated, conducted at least 20 days apart by the same administrator for shared staff. The first observation shall occur no later than November 15 each school year.

11.3 Beginning July 1, 2024, the annual performance evaluation system will assign a year-end rating of "effective", "developing" or "needing support".

A. The year-end evaluation determination (including the minimum of four (4) observations posted in Pivot) and form shall be delivered at a meeting with the observing administrator and the teacher by the last day of the school year.
B. In the event there is no year-end evaluation and/or the minimum of four (4) observations have not completed as described above, the teacher shall be deemed "effective".
C. Teachers who are otherwise not evaluated due to extenuating circumstances the district deems applicable for exempting a teacher from the annual evaluation process as agreed upon by the Association, shall not be provided an evaluation for that year. Said teachers shall receive the same rating they received in the prior year to the current year if the district conducted it.

11.4 If a tenured teacher has been rated "effective" before July 1, 2024 or an effective rating thereafter, for three (3) consecutive year-end evaluations, they shall be evaluated every third year thereafter. If the subsequent year-end rating is not "effective" on an evaluation following the third year, the teacher shall be evaluated annually until receiving an "effective" rating for an additional three (3) consecutive years.

11.5 In addition to the above procedure (Article 11.1-4), teachers who are evaluated with an IDP (received a "minimally effective", "ineffective" before July 1, 2024, or "needing support", or "developing" rating thereafter, and/or 1st year teachers) shall be provided the following:

A. Specific performance goals will be developed at the pre-inquiry goal setting conference with the teacher's consultation and agreement to assist in improving effectiveness for the next school year.
B. Training to be provided by the district to assist the teacher in meeting the goals of the IDP.
C. A mid-year progress report/conference, supported by at least two (2) classroom observation conducted consistent with the criteria above and completed no later than February 1, is used as a supplemental tool to gauge a teacher's improvement from the preceding school year and to assist in any needed additional improvement that is aligned with the existing IDP.
D. A Mentor teacher who is informed of the conditions and requirements of the IDP assists the mentee in achieving the IDP's performance goals.

11.6 All teachers shall have the right to submit a rebuttal to their evaluation, which will be included in their personnel file and attached to the year-end evaluation. Any non-compliance with the evaluation process as described above shall be subject to the grievance process.

11.7 A tenured teacher who is rated as "needing support" shall have the following due process rights to challenge said rating:

A. The teacher may make a written request for a meeting to review the evaluation and rating to the district's superintendent. A meeting with the superintendent shall be held with a written response to the review meeting with any modifications of the year-end performance rating shall be provided to the teacher in a timely manner not to exceed fifteen (15) days.
B. If the written response does not resolve the matter, the teacher or the Association may request mediation through the Michigan Employment Relations Commission and provide the administration a copy of that request.
    1. The request must be submitted in writing in a timely manner not exceeding fifteen (15) calendar days after the teacher received the superintendent's written response.
    2. Within ten (10) calendar days of receiving the request for mediation, the district shall provide a written response to the teacher and the association confirming that mediation will be scheduled as appropriate.
C. A tenured teacher who receives two (2) consecutive ratings of "needing support" may demand to use the grievance procedure outlined in Article 14.

11.8 Within the first two (2) weeks of each school year, the district shall provide, during new teacher orientation, training to all new teachers on the evaluation system and other important components of the year-end evaluation process.

11.9 Each teacher shall be notified of and have the right to review and initial any additional materials added to his/her file and upon request to review the contents of his/her personnel file. A representative of the Association may, at the teacher's request, accompany the teacher in the review.

11.10 Should the district receive a Freedom of Information Act (FOIA) request for any teacher's file or a portion thereof, the district will immediately notify the teacher of said request.

11.11 A teacher shall, at all times, be entitled to have present, at his/her request, a representative of the Association as an observer when he is being formally reprimanded for any infraction of discipline or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present.

11.12 No teacher shall be disciplined without due process. The term "discipline" as used in this Agreement includes warnings; reprimands; suspensions with or without pay; reductions in rank, compensation, or occupational advent age; discharges; nonrenewal of probationary bargaining unit members, including bargaining unit members deemed to be in a period of probation under the Michigan Teachers' Tenure Act; or other actions of disciplinary nature. Any such discipline or adverse evaluation of a bargaining unit employee's performance shall be subject to the grievance procedure, hereinafter set forth, including arbitration. The specific grounds for disciplinary action will be presented in writing to the bargaining unit employee and the Association no later than the time discipline is imposed.

For discipline that involves the discharge or demotion of a tenured teacher or the non-renewal of a probationary teacher, the mandates, standards and procedures of the Michigan Teachers' Tenure Act, MCL 38.71 et seq., shall apply. This paragraph does not limit any reasonable and just cause rights attributable to the failure to properly comply with the annual evaluation requirements and provisions of this Agreement that are not governed by the Michigan Teachers' Tenure Act.

11.13 A program of progressive discipline shall be followed. Oral and/or written warning shall be provided first to any bargaining unit employee receiving discipline. Oral and/or written reprimands shall follow any previously given warnings involving the same, related incident. The administration shall not resort to suspension or discharge until warnings and reprimands have been given in an attempt to correct the incident. In the event of a suspension, it shall not adversely affect any other rights or benefits under this Agreement.

11.14 In the event a bargaining unit employee is disciplined and receives one of the forms of Progressive Discipline defined above, that employee shall not be penalized in their annual evaluation performance for the same incident (but it could be noted in the final evaluation).

11.15 The employer shall offer association representation to the bargaining unit employee in any case where an allegation has been made against the employee by a parent, student, or colleague that is the subject of the meeting or if the administration suspects the employee may have committed some offense. The association representative shall be informed of the subject matter of any meeting a bargaining unit employee is required to attend in advance of the required meeting. The employee shall be entitled to the specific representative of their choice, but the meeting will not be unreasonably delayed if that person is not immediately available.

11.16 A bargaining unit employee will have the right to review the contents of all records of the Employer pertaining to said bargaining unit employee originating after initial employment and to have a representative of the Association accompany them in such review. Other examination of a bargaining unit employee's file shall be limited to qualified supervisory personnel, except that an Association representative may review such files when necessary for contract administration purposes or to provide bargaining unit employee representation in other administrative or legal proceedings.

11.17 No "verbal warnings" shall be contained in the Personnel File. Any such warning deemed a "verbal warning" shall be communicated to the individual, and there shall be no written record of such in the

employee's Personnel File. No material, including but not limited to student, parental, or school personnel complaints, will be placed in a bargaining unit employee's personnel file unless the bargaining unit employee has had an opportunity to review the material. Complaints against the bargaining unit employee shall be put in writing with names of the complainants, administrative action taken, and remedy clearly state. The bargaining unit employee may submit a written notation or reply regarding any material, including complaints, and the same shall be attached to the file copy of the material in question.

11.18 All bargaining unit employees shall be treated fairly and equitably.

11.19 Parent Teacher Conferences and Family Engagement

A. Purpose
The parties agree that family engagement is most effective when it is two-way, connected to student learning, and designed to build strong relationships among teachers, students, and families. Parent teacher conferences and other approved family engagement formats shall be used to communicate student progress, strengthen home-school partnership, and support student success.

B. Time
Each school shall provide six (6) total hours of teacher time outside the student day each semester for parent teacher conferences or approved family engagement activities under this section.

C. Building-Level Options
With Superintendent or designee approval, and after consultation with the building principal and affected teachers, each school may select from the following formats:

Option 1. Traditional conference model.
Two conference windows totaling six (6) hours, scheduled by the school, for in-person, phone, or virtual conferences with parents or guardians.

Option 2. Flexible conference model.
Six (6) total hours for a combination of scheduled in-person, phone, or virtual conferences, including targeted outreach to families of students needing academic, attendance, behavioral, or social-emotional support. Teachers shall make reasonable efforts to offer flexible scheduling and alternative formats.

Option 3. Student-led conference model.
Six (6) total hours for student-led conferences in which students share work, reflect on progress, identify goals, and participate in discussion with families and teachers. The teacher remains responsible for communicating academic progress, concerns, and next steps.

Option 4. Student learning showcase model.
One evening may be designated as a school-wide or grade-level student learning showcase, exhibition, or portfolio night, provided that:

1. The event is directly connected to student learning.

2. Teachers are available to engage families in two-way conversation regarding student progress, strengths, and next steps.
3. The event counts for no more than three (3) of the six (6) hours per semester required under this section.
4. The remaining conference time shall be used for individual, small-group, or targeted family conferences in person, by phone, or virtually.

ARTICLE 12
PROTECTION OF TEACHERS

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

12.2 A teacher may intervene as necessary to protect himself from attack or to prevent injury to another student. A teacher may exclude a student from one class period when the grossness of the offense, the persistence of the misbehavior, or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases the teacher will furnish the principal, as promptly as his/her teaching obligations will allow, full particulars of the incident.

12.3 Any case of assault upon a teacher which has its inception in a school-centered problem shall be reported immediately in writing to the Superintendent or his/her designated representative. In the event of such an assault, the teacher involved may request assistance of the Board. Such request shall be made in writing to the principal, who with the Superintendent shall make a determination as to whether the conduct of the teacher making the request justifies any assistance from the Board, and the extent thereof. When the request has been approved, the Board shall render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.

12.4 If any teacher is complained against or sued as a result of any reasonable action taken by the teacher while in pursuit of his/her employment, the Superintendent or their designee will provide legal counsel and lend all necessary assistance to the teacher in his/her defense, to the extent provided by the District's insurance.

12.5 Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher, provided that the teacher was not deemed at fault.

12.6 The Board will reimburse a teacher, in an amount not to exceed two hundred dollars ($200.00) for loss, damage, or destruction while on duty in the school, of personal property of a kind normally worn or brought into the school building, when the same has not been caused by the negligence of the teacher. The Board will reimburse teachers for malicious damage or destruction which occurs to a teacher's car while a teacher is on duty. This obligation shall extend only to that portion of any such loss not covered by insurance taken out by the teacher and shall be payable only after the teacher has first exhausted all possibility of collection of such loss under his/her own insurance, in any.

12.7 Any complaint by a parent about a teacher that is considered serious enough to be recorded in the teacher's personnel file; or if it is used as a basis for reprimanding a teacher, shall be brought to the teacher's attention and the parent making the complaint shall be identified unless confidentiality is protected by law.

12.8 Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property but shall not be individually liable for any damage or loss to person or property. So long as the loss is covered by the district's insurance policies.

ARTICLE 13
NEGOTIATION PROCEDURES

13.1 This Agreement incorporates the entire understanding of the parties on all issues which were or could have been the subject of negotiations. During the term of this Agreement neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

13.2 The parties will discuss and set an initial date to begin negotiations for a new Agreement covering wages, hours, terms, and conditions of employment of teachers employed by the Board no later than ninety (90) days before the expiration of this MASTER AGREEMENT.

13.3 In any negotiations described in this Article, neither party shall have any control over the selection of the negotiation or bargaining representative so the other party and each party may select its representatives from within or without the school district. It is recognized that no final Agreement between the parties may be executed without ratification by a majority of the Board and by a majority of the membership of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratifications.

13.4 Within thirty (30) days after final ratification, or within thirty (30) days after Association and Board representatives have reviewed the final proof of the contract, whichever occurs last, copies of the Agreement shall be shared electronically.

ARTICLE 14
GRIEVANCE PROCEDURE

14.1 A claim by a teacher or group of teachers, that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement may be processed as a grievance as hereinafter provided.

14.2 The following matters shall not be the basis of any grievance filed under the procedures outlined in this Article.

A. The termination of services or failure to reemploy any probationary teacher.
B. The placing of a non-tenure teacher on the fifth year of probation.
C. The process of teacher evaluation, provided that procedures listed in Article 11 have been followed.
D. Any complaint or claim for which there is another remedial procedure or form established by law or regulation having the force of law.

14.3 Procedures:

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

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

C. Level Three
   1. In the event the grievant(s) is not satisfied with such a decision the grievance may be filed with the secretary of the Board within five (5) working days of the receipt of the Superintendent's decision.
   2. Within ten (10) working days from receipt of the grievance, the Board shall consider the grievance. The Board may hold a hearing thereon, may designate one or more of its members to hold a hearing or otherwise investigate the grievance, or prescribe such procedure as it may deem appropriate for consideration of the grievance provided, however, that in no event, except with the express written consent of the Association, shall final written determination of the grievance be made by the Board more than ten

(10) working days after the Board has given consideration to the grievance or the next regular Board meeting, whichever comes first.

D. Level Four

1. In the event the grievance(s) is/are not satisfied with the decision of the Board, the Association shall notify the Board in writing within ten (10) days that the grievance is submitted for binding arbitration.
2. The Association and the Board shall attempt to select an arbitrator locally. If the parties cannot agree on a local arbitrator within ten (10) working days they shall select an arbitrator from a list obtained from the American Arbitration Association.
3. If the parties cannot agree as to the arbitrator from the list provided to them, the arbitrator shall be selected by the American Arbitration Association in accord with its rules.
4. Each party shall submit to the other party, not less than seventy-two hours prior to any hearing on a grievance, a pre-hearing statement alleging facts, grounds and rationale which will be proven at the hearing.
5. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement.
6. There shall be no appeal from the arbitrator's decision, if it is within the scope of his/her authority as set forth above. It shall be binding on the Board and the Association, its members, and the teacher or teachers involved.
7. All arbitration proceedings shall be governed by the rules of the American Arbitration Association.

14.4 The meetings provided for in Levels One, Two and Three shall be a mutually agreed date and time.

14.5 If any teacher has found to have been improperly denied any professional compensation or advantage the same or its equivalent in money shall be paid to them as per the decision of the arbitrator.

14.6 The fees and expenses of the arbitrator shall be shared equally by the Board and the Association. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses from outside the school system called by the other.

14.7 A grievance may be withdrawn at any level without prejudice, but that same grievance may not be filed a second time. The failure of the grievance(s) to proceed from one step of the grievance procedure to the next step within the time limits set forth shall be deemed to be an acceptance of the decision previously rendered and shall constitute waiver of any future appeal concerning the particular grievance.

14.8 The grievant(s) shall be present for each level of the grievance procedure.

ARTICLE 15
EMPLOYMENT PROCEDURES AND STATUS

15.1 It is understood by the parties that a reduction in staff may be required in the event of a financial emergency, a significant reduction in student enrollment, or a significant reduction in funding. To promote an orderly reduction in personnel when the educational program, curriculum, and staff are curtailed, the following procedures will be used:

A. Non-certified, then probationary certified teachers will be laid off first, provided there are adequately certified and qualified teachers to replace them as allowed by law.

B. If reduction is still necessary, then tenured teachers will be laid off in the inverse order of qualification as defined in Article 6, Section 11, providing that such teachers who are retained are adequately certified for the positions they are to fill. If more qualified (per Article 6, Section 11) teacher(s) are not available to staff programs to be continued, then the teacher(s) with the next highest qualification may be retained to fill those positions.

15.2 After a reduction of teachers as outlined above, if there are teaching positions that are created and/or vacant, laid-off teachers who are adequately certified and qualified for the position(s) will be given the first opportunity to fill such positions. The notification shall be given to all laid-off teachers, and the vacancy or vacancies shall be filled by the most adequately qualified (per Article 6, Section 11).

15.3 The Association will be notified of the contemplated reduction in personnel at least ten (10) days before the layoff notices are distributed to the teachers. Teachers being laid off shall receive a 60-calendar day notice in writing before the effective date of layoff for layoffs during the summer months and no less than one (1) full semester for layoffs during the school year.

15.4 The Board shall give written notice of layoff or recall from layoff to teachers who are affected.

15.5 Definitions:

A. Certification – Adequately certified shall be defined as holding the required certificates, endorsements, licenses, and/or approvals required by law to serve in the position assigned. Further, it is the teacher's responsibility to file such certificates, endorsements, and licenses, with the Board. The teacher shall provide written notice to the Board and Association of any change to their certificate, endorsements, or licenses after the original filing of the same with the district.

B. Qualification – Teachers shall be considered qualified for positions for which they possess the appropriate adequate certification. Further, their degree of "qualified" status for any position in the district shall be determined by the process outlined in Article 6, Section 11.

C. Seniority – Seniority is defined as the length of unbroken service within the bargaining unit and shall be computed from the bargaining unit employee's first day of work since the most recent date of hire. All bargaining unit employees shall be ranked on the list in the order of their first day of work, as the same day of work, all individuals so affected will participate in a drawing to determine placement on the seniority list. All seniority is lost when employment is severed by resignation, retirement, discharge for cause, or transfer to a non-bargaining unit position for more than one (1) year; However, until recall rights expire or are otherwise terminated by the employee, seniority is retained (frozen) if severance of employment is due to layoff. Seniority shall continue to accumulate for bargaining unit employees during the full duration of a leave of absence due to Military Duty leave. Seniority shall be retained (frozen) during an unpaid leave of absence.

15.6 A teacher refusing an offer of recall to a position for which the teacher is adequately certified and most qualified per Article 6, Section 11 and which is equivalent to the one from which they were laid off shall be deemed a voluntary quit and shall result in forfeiture of the further right of recall. The only exemption form this shall be if the teacher is under contract with a different Michigan School District at the time of recall. In such case, the teacher shall have the ability to finish the term of their contract before reporting for duty at the District of Recall. Should the teacher refuse that option, they shall be deemed to have voluntarily quit as set forth above.

15.7 Teachers laid off shall have insurance benefits continued and paid by the Board in accordance with the provisions in Article 10 until the end of the following month of the effective date of the layoff. After that, a laid-off teacher may continue their insurance benefits per the Carrier's layoff/benefits continuation policy, including paying the subscriber group rate premium for the Consolidated Omnibus Reconciliation Act of 1985 (COBRA).

15.8 To settle impasses, the Board or its representatives shall call a meeting with the executive committee of the Association for the purpose of receiving professional staff recommendations before the Board makes a final decision on the teachers to remain.

15.9 A seniority list will be posted on the district's shared drive at the beginning of each school year.

ARTICLE 16
MISCELLANEOUS PROVISIONS

16.1 The Board shall always maintain an absence management process. Teachers shall report absences through the District's absence management system no later than 6:30 a.m. After reporting an absence, teachers shall ensure that lesson plans, class schedules, seating charts, and other necessary instructions or materials are available for the substitute. The administration shall be responsible for arranging for a substitute teacher.

16.2: The Superintendent, and if requested by either the Association or the Superintendent, a representative of the Board may meet once a month upon request by either party for the purpose of reviewing the contract and resolving issues that may arise. These meetings are not intended to bypass the grievance procedure.

16.3 This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement.

16.4 An electronic copy of this Agreement shall be made available to all teachers.

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

16.6 Teachers shall have the right to authorize lawful payroll deductions. Such deductions shall continue until notice is provided in writing to the payroll department.

16.7 "MICIP" as used in this Article shall mean the Michigan Integrated Continuous Improvement Process as required by the Michigan Revised School Code and applicable guidance from the Michigan Department of Education. MICIP is the statewide framework for continuous improvement planning, including needs assessment, goal setting, implementation, and evaluation.

16.8 The following conditions shall govern employee participation in any plan, program, or activity conducted as part of MICIP:

A. Participation by an employee in MICIP-related activities that occur outside of the regular contractual workday shall be voluntary, unless otherwise mutually agreed. MICIP-related activities conducted during the contractual workday may be assigned by the building administrator.

B. MICIP teams, committees, or processes shall not, in any way, modify, supersede, or conflict with the terms of this Master Agreement without the prior written agreement of the Association and the Board.

ARTICLE 17
SCHOOL IMPROVEMENT PLAN

17.1 The District Steering Committee shall serve as the district's primary committee for continuous improvement and school improvement planning. The Steering Committee shall be responsible for supporting, guiding, monitoring, and advancing the district's work through the Michigan Integrated Continuous Improvement Process, including development, implementation, monitoring, and revision of District continuous improvement plans in a manner consistent with the Revised School Code, applicable federal requirements, and Michigan Department of Education guidance.

17.2 The District Steering Committee shall include the Superintendent or designee, building administrators as determined by the district, one Board of Education member designated by the Board, the Association President or designee, up to two community members selected by the district, and teachers selected by the district from among interested bargaining unit members. The district shall post committee openings and invite interested teachers to apply. In making appointments, the district may consider building representation, experience, expertise, attendance, collaborative disposition, and the needs of the committee and the district.

17.3 The District's formal standing committees under this Article shall be the District Steering Committee, Curriculum Council, Climate and Culture Committee, Safety and Security Committee, and Technology Committee. The district may establish additional temporary advisory work groups as needed; however, such temporary work groups shall not constitute standing committees under this Article unless expressly designated by the district.

17.4 Each standing committee shall have a Lead Facilitator designated by the district. The Lead Facilitator shall be responsible for organizing agendas in collaboration with the appropriate administrator, facilitating meetings, supporting communication between meetings, and helping advance the work of the committee. Lead Facilitators shall receive compensation of One Thousand Eight Hundred Dollars ($1,800) per semester.

17.5 Teachers appointed by the district to serve as members of the District Steering Committee or Curriculum Council shall receive compensation of One Thousand Dollars ($1,000) per semester for such service.

17.6 Teachers appointed by the district to serve as members of the Climate and Culture Committee, Safety and Security Committee, or Technology Committee shall receive compensation of Seven Hundred Fifty Dollars ($750) per semester for such service.

17.7 Committee members are expected to attend one meeting per month from 3:30-4:45, September - May. The Steering Committee and Curriculum Council may meet in August and/or June as needed.

17.8 Committee openings shall be posted by the district. Teachers who wish to serve shall indicate their interest through the process identified by the district. Committee members shall continue to serve until they resign, are no longer employed in the bargaining unit, or are removed by the District for good reason related to the needs of the District or the effective functioning of the committee, including but not limited to repeated nonattendance, failure to participate meaningfully in committee work, or failure to engage in a professional and collaborative manner.

17.9 The Curriculum Council shall serve as the district's standing committee for curriculum and instructional review. The Curriculum Council may review and discuss curriculum priorities, instructional materials, assessment practices, program implementation, professional learning recommendations, and related instructional matters, and may make recommendations to the Superintendent or designee.

17.10 The Climate and Culture Committee, Safety and Security Committee, and Technology Committee shall serve in an advisory capacity to support District goals and continuous improvement efforts within their respective areas. These committees may study issues, review data, discuss needs, and make recommendations to the Superintendent or designee.

17.11 Recommendations made by any committee under this Article are advisory only and shall not limit the authority of the Board of Education or the administration with respect to budgeting, staffing, operations, safety, curriculum, technology, or other matters reserved by law or by other provisions of this Agreement.

17.12 Compensation under this Article shall be paid in accordance with District payroll procedures and shall be contingent upon satisfactory fulfillment of committee responsibilities, including regular attendance, preparation, participation, and completion of assigned committee work.

17.13 The parties agree that the purpose of this Article is to promote meaningful teacher leadership, positive collaboration, and shared responsibility in support of student learning, organizational effectiveness, and the district's continuous improvement efforts.

ARTICLE 18
SICK BANK

18.1 The Association may maintain a voluntary sick leave bank for bargaining unit members. Participation shall be voluntary. The amount and timing of contributions shall be determined by the Association.

18.2 A bargaining unit member requesting sick bank days shall submit a written request to the Association's designated Sick Bank Committee, with a copy provided to the Superintendent or designee, as soon as practicable before or after the requested leave.

18.3 To apply for days from the Sick Bank, a member should typically exhaust their personal sick leave. However, the Sick Bank Committee may waive this requirement at its discretion. In particular, the Committee is authorized to allow a member to retain a reserve of up to five (5) personal sick leave days to ensure the member has a balance available for future short-term illnesses or family care needs (e.g., following a maternity/parental leave or a major medical event).

18.4 For absences of five (5) or more consecutive workdays, or when otherwise reasonably requested, the member shall provide an explanation of need for absence and the expected duration of the absence, consistent with applicable law.

18.5 The Association shall retain primary authority for approval of sick bank requests. Prior to final approval, the Superintendent or designee may review the request for verification of eligibility requirements under this Article, including leave exhaustion and receipt of required documentation, and may provide input to the Committee. The Association will give good faith consideration to such input.
18.6 A member receiving sick bank days shall repay the bank 3 days per year unless modified by the Sick Bank Committee due to extenuating circumstances.

18.7 Bargaining unit members who leave employment with the Harbor Springs Public Schools must repay any outstanding sick days prior to their last day of work unless specifically waived by the Executive Board.

18.8 The Association shall provide the District, upon request, with general information regarding the status of the sick bank, including total days available and days distributed, provided that individual medical information remains confidential.

18.9 District Responsibilities: HR/Payroll staff shall track the official balance of available days. The District shall provide the Association with a status report of the Sick Bank total balance upon request.

18.10 Association Responsibilities: The Association shall provide the District with formal notice of all Sick Bank approvals to facilitate timely payroll processing.

18.11 Confidentiality: Upon request, the Association shall provide the District with general summaries of days distributed and remaining; however, both parties shall ensure that individual medical information remains strictly confidential in accordance with HIPAA and relevant privacy laws.

18.12 A member who disagrees with a decision of the Sick Bank Committee may appeal through Association procedures. Such decisions shall not be subject to the grievance procedure, except for alleged violations of the express terms of this Article.

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ARTICLE 19
DURATION OF AGREEMENT

19.1 Agreement shall be effective as of September 1, 2026, and shall continue in effect. This is for two (3) years until the 31st day of August, 2029, or until such time as agreement on a new contract has been reached.

19.2 Dated this 16th day of June, 2026.

Northern Michigan Education Association, MEA/NEA

By _____
HSEA-President

By _____
HSEA-Chief Negotiator

By _____
NMEA President

By _____
NMEA Staff Liaison

Harbor Springs Public Schools Board of Education

By _____
President

By _____
Vice-President

By _____
Treasurer

By _____
Secretary

APPENDIX A
SALARY SCHEDULE
26-27 greater of $3500 or 4%, 27-28 4% 28-29 3.5% w/escalation clause to 4%

2026-2027			
Steps	BA	MA	MA+20
1	56,677	59,861	61,550
2	58,960	62,387	64,158
3	61,404	65,046	66,892
4	65,563	69,961	71,960
5	68,302	72,946	75,028
6	71,148	76,073	78,243
7	74,127	79,341	81,614
8	77,228	82,760	85,126
9	80,482	86,322	88,807
10	83,860	90,046	92,705
11	84,903	94,058	96,877
12	85,952	96,387	99,285
13	86,525	97,038	99,953
14	87,097	97,690	100,622
15	87,670	98,341	101,291
16	88,018	98,729	101,690
17	88,365	99,117	102,091
18	88,713	99,506	102,490
19	89,060	99,894	102,890
20	89,408	100,282	103,290

2027-2028			
Steps	BA	MA	MA+20
1	58,944	62,255	64,012
2	61,318	64,882	66,724
3	63,860	67,648	69,568
4	68,186	72,759	74,838
5	71,034	75,864	78,029
6	73,994	79,116	81,373
7	77,092	82,515	84,879
8	80,317	86,070	88,531
9	83,701	89,775	92,359
10	87,214	93,648	96,413
11	88,299	97,820	100,752
12	89,390	100,243	103,256
13	89,986	100,920	103,951
14	90,581	101,598	104,647
15	91,177	102,275	105,342
16	91,539	102,678	105,758
17	91,900	103,082	106,174
18	92,262	103,486	106,590
19	92,622	103,890	107,006
20	92,984	104,293	107,421

2028-2029			
Steps	BA	MA	MA+20
1	61,007	64,434	66,252
2	63,465	67,153	69,060
3	66,095	70,016	72,003
4	70,572	75,306	77,458
5	73,520	78,519	80,760
6	76,584	81,885	84,221
7	79,790	85,403	87,849
8	83,128	89,083	91,630
9	86,631	92,917	95,592
10	90,267	96,926	99,787
11	91,390	101,244	104,278
12	92,519	103,751	106,870
13	93,136	104,452	107,590
14	93,751	105,154	108,310
15	94,368	105,855	109,029
16	94,743	106,272	109,459
17	95,116	106,690	109,890
18	95,491	107,108	110,320
19	95,864	107,526	110,751
20	96,239	107,944	111,181

The high school counselor shall work ten (10) days before and ten (10) days after each academic school year. The middle school counselor shall work five (5) days before and five (5) days after each academic school year. The Shay/Middle School Media Center director shall work five (5) days before and five (5) days after each academic year. Each of these employees shall be paid for such days at his/her individual per diem rate

Exception for 2028-2029: The on-base increase escalates to 4.0% **IF** the rate of inflation reaches 4% or higher and HSPS maintains a General Fund reserve of at least 50%. Inflation is determined by the following: *The Consumer Price INdex for All Urban Consumers, All Items, Midwest Region, not seasonally adjusted, as published by the United States Bureau of Labor Statistics, reflects a twelve-month increase of 4.0% or greater for the period ending April 30, 2026*

APPENDIX B
SCHEDULE B – EXTRA PAY

ACADEMIC & MUSIC

DISTRICT	COMPENSATION
Tech Team Member 1	$1,500
Tech Team Member 2	$1,500
Student Trip Planner 1-2 Nights	$1,500
Student Trip Planner 3 + Nights	$3,000
Student Trip Chaperone	$100 per night
After School Coordinator Title 6	$1,500 per semester
Band Director	$10,000 + $2,500 for Marching Band Program Writing
Elem/Middle School Musical Director	$7,500
Elem/Middle School Musical Co-Director & Music Director	$5,000
Elem/Middle School Musical Theatre Arts Production Manager	$5,000
High School Musical Director	$10,000
High School Musical Asst Dir / Music Director	$7,500
High School Musical Theatre Arts Production Manager	$5,000
Horticulture Club Advisor	$3,000
Peer-to-Peer Leader (Max of 2 leaders per school)	$1,000 per leader
HIGH SCHOOL	COMPENSATION
NHS Advisor	$5,000
Student Council Advisor	$3,000
Robotics Coach	$7,500
Class Advisor 9th Grade	$1,500
Class Advisor 10th Grade	$1,500
Class Advisor 11th Grade	$2,000
Class Advisor 12th Grade	$1,500
MYIG Advisor	$3,000
MYIG Assistant 1	$1,500
MYIG Assistant 2	$1,500
Yearbook	$3,000
Lunchroom Supervision	$3,000
Civic Engagement Trip Coordinator	$5,000
PBIS Team Member (Max of 6)	$1,000 per member
PBIS Coach	$3,000
SkillsUSA	$3,000
MIDDLE SCHOOL	COMPENSATION
Student Council Advisor	$1,500
Robotics Coach	$3,000

MYIG Advisor	$3,000
MYIG Assistant	$1,500
Science Olympiad	$3,000
Math Counts	$3,000
Yearbook	$3,000
Lunchroom Supervision	$3,000
8th Grade Trip Coordinator	$3,000
PBIS Team Member (Max of 6)	$1,000 per member
PBIS Coach	$3,000
ELEMENTARY	COMPENSATION
Shay Student Council	$1,500
Lunchroom Supervision	$3,000
Battle of the Books	$1,500
Spelling Bee	$1,500
Geography Bee	$1,500
Robotics Coach	$3,000
PBIS Team Member (Max of 6)	$1,000 per member
PBIS Coach	$3,000

ATHLETICS

HIGH SCHOOL	COMPENSATION
Football	
Varsity Head Coach	$10,000
Varsity Assistant Coach	$7,500
JV Head Coach	$7,500
JV Assistant Coach	$5,000
Cross Country	
Varsity Head Coach	$7,500
Track	
Varsity Head Coach	$7,500
Assistant Coach	$3,000
Assistant Coach	$3,000
Softball	
Varsity Head Coach	$10,000
Assistant Coach	$7,500
Tennis	
Varsity Head Coach	$7,500
Assistant Coach	$3,000
Soccer	
Varsity Head Coach	$10,000
Assistant Soccer Coach	$7,500
Golf	
Varsity Head Coach	$7,500
Basketball	
Varsity Head Coach	$10,000
Varsity Assistant Coach	$7,500

JV Head Coach	$7,500
JV Assistant Coach or 9th Head Coach	$5,000
Skiing	
Girls Head Coach	$7,500
Boys Head Coach	$7,500
Volleyball	
Varsity Head Coach	$10,000
Varsity Assistant Coach	$7,500
JV Head Coach	$7,500
Baseball	
Varsity Head Coach	$10,000
Varsity Assistant Coach	$7,500
JV Head Coach	$7,500
Strength & Conditioning Supervisor	
Fall Semester	$3,000
Spring Semester	$3,000
Summer (June/July/August)	$3,000
Athletic Event Supervision	*$50 per event (JV & Varsity = $100)
Game Manager	**$75 per event (JV & Varsity = $150)
Ticket Taker / Entrance Supervision	$25 per event (JV & Varsity Bball = $50)

MIDDLE SCHOOL ATHLETICS	COMPENSATION
Football Head Coach	$5,000
Football Assistant Coach	$3,000
8th Basketball Head Coach	$5,000
7th Basketball Head Coach	$5,000
Rams Basketball Head Coach	$3,000
8th Volleyball Head Coach	$5,000
7th Volleyball Head Coach	$5,000
Rams Volleyball Head Coach	$3,000
Track Head Coach	$3,000
Track Assistant Coach	$1,500
Skiing Head Coach	$3,000
Cross Country Head Coach	$3,000
Cross Country Assistant Coach	$1,500
Concession Stand Manager	$1,500 per season
Athletic Event Supervision	*$35 per event (7th and 8th Bball or Vball = $70)
Game Manager	**$50 per event (7th and 8th Bball or Vball = $100)

*Serves in place of the principal or assists the principal
**Serves in place of the AD or assists the AD

APPENDIX B (continued)
SCHEDULE B – EXTRA PAY

All schedule B positions will be paid.

Any teacher employed by Harbor Springs Public Schools who is determined at least equally qualified to external candidates will be selected over a non-teacher applicant for all Schedule B positions declared vacant by the Board of Education.

Schedule B Flex-Position Provision: The district reserves the right to activate or deactivate Schedule B positions annually based on student participation levels and program needs. For example, coaching positions listed (e.g., Head Boys and Girls Skiing) are available as separate roles, but may be combined or left unfilled if participation does not warrant a full staff. Compensation for deactivated positions will not be paid unless the position is formally reinstated through a Letter of Agreement.

Any future clubs/activities/sports that wish to be included in the Schedule B list for compensation must be approved by a LOA. Payment of compensation will occur after the submission of a final report to the direct supervisor.

Academic Clubs Not Listed Under Schedule B – The parties do hereby mutually agree to the following terms and conditions regarding academic clubs not covered under Schedule B. The Superintendent shall have the authority to approve academic club sponsorships It is understood that Clubs will meet outside of the teacher's regular work/school day and that the teacher will be present at all meetings and club activities. Clubs may be sanctioned by an organization, but that is not a requirement.

APPENDIX C
GRIEVANCE REPORT FORM
HARBOR SPRINGS PUBLIC SCHOOLS

Name of Grievant	Building	Assignment	Date

LEVEL ONE - PRINCIPAL

A. Date Cause of Grievance Occurred_____

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

_____
_____
_____
_____
_____
_____
_____

2 Relief Sought

_____
_____
_____
_____
_____

_____ _____
SIGNATURE DATE

C. Disposition by Principal

_____
_____
_____
_____

_____ _____
SIGNATURE DATE

D. Position of Grievant and/or Association

_____
_____
_____
_____

_____ _____
SIGNATURE DATE

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

APPENDIX C (continued)

LEVEL TWO – SUPERINTENDENT

A. Date Received by Superintendent of Designee _____

B. Disposition by Superintendent or Designee

_____
_____
_____
_____

_____ _____
SIGNATURE DATE

C. Position of Grievant and/or Association

_____
_____
_____
_____

_____ _____
SIGNATURE DATE

LEVEL THREE – BOARD OF EDUCATION

A. Date Received by Board of Education or Designee _____

B. Disposition by Board of Education

_____
_____
_____
_____

_____ _____
SIGNATURE DATE

C. Position of Grievant and/or Association

_____
_____
_____
_____

_____ _____
SIGNATURE DATE

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

APPENDIX D

2026-27 DISTIRICT -WIDE CALENDAR OF DAYS OF INSTRUCTION

	M	Tu	W	Th	F
September 2026		1	2 *PD	3 *PD	4
17 S	7	8 1st day	9	10	11
19 T	14	15	16	17	18
	21	22	23	24	25
	28	29	30		

	M	Tu	W	Th	F
March 2027	1	2	3	4	5
19 S	8	9	10	11	12
19 T	15	16	17	18	19
	22	23	24	25	26 Break
Good Friday – March 26 Easter – March 28	29 Break	30 Break	31 Break		

	M	Tu	W	Th	F
October 2026				1	2
22 S	5	6	7	8	9
22 T	12	13	14	15	16
	19	20	21	22	23
	26	27	28	29	30

	M	Tu	W	Th	F
April 2027				1 Break	2 Break
19 S	5 Break	6	7	8	9
19 T	12	13	14	15	16
	19	20	21	22	23
	26	27	28	29	30

	M	Tu	W	Th	F
November 2026	2	3	4 *PD	5	6
17 S	9	10	11	12	13
19 T	16	17	18	19	20
	23	24	25 Comp Day	26 Thanksgiving Break	27 Thanksgiving Break
	30				

	M	Tu	W	Th	F
May 2027	3	4	5	6	7
19 S	10	11	12	13	14
20 T	17	18	19	20	21
	24	25	26	27	*28 PD
	31 Mem. Day				

	M	Tu	W	Th	F
December 2026		1	2	3	4
14 S	7	8	9	10	11
14 T	14	15	16	17	18
	21 Break	22 Break	23 Break	24 Break	25 Break
	28 Break	29 Break	30 Break	31 Break	

	M	Tu	W	Th	F
June 2027		1	2	3	4
9 S	7	8	9	10 Half Day	11 Half Day
10 T	14 Comp Day	15	16		

	M	Tu	W	Th	F
January 2027					1 Break
20 S	4	5	6	7	8
20 T	11	12	13	14	15 Half Day
	18	19	20	21	22
	25	26	27	28	29

*September 2 – Professional Development
*September 3 – Professional Development
*November 4 – Professional Development
November 26-28 – Thanksgiving Break
December 19 – January 3 – Winter/Christmas Break
*February 12 – Professional Development
March 26 – April 5 – Spring Break
*May 28 – Professional Development
May 31 – Memorial Day
November 25 and June 14 – Teach Comp Days

	M	Tu	W	Th	F
February 2027	1	2	3	4	5
19 S	8	9	10	11	*12 PD
20 T	15	16	17	18	19
	22	23	24	25	26

Total Teacher Days: 182
Total Student Days: 175+5PD=180
*PD days: 9/2/26, 9/3/26, 11/4/26, 2/12/27, and 5/28/27 (count as instructional days)

HARBOR SPRINGS PUBLIC SCHOOLS

APPLICATION FOR COURSE WORK REIMBURSEMENT

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

Name_____ Date_____

Course Title_____

Course Start Date:_____ Course End Date:_____

Institution_____

Total Cost _____ Number of Credits _____

Completion Date _____

How will you and the district benefit from this course?

_____
_____
_____
_____
_____
_____

Principal_____ Date_____

Superintendent_____ Date_____

Harbor Springs Public Schools
Excellence in Character
Excellence in Education

Letter of Understanding

Between the

Harbor Springs Public Schools Board of Education and Harbor Springs Education Association

This Letter of Agreement ("LOA") is entered into by and between the Harbor Springs Public Schools Board of Education ("Board") and the Harbor Springs Education Association ("HSEA" or "Association").

This agreement applies to all eligible bargaining unit employees covered under the current Master Agreement between the Board and the Association. To receive the contribution, an employee must have an active, valid 403(b) or 457 account established with an approved District vendor.

The Board shall make a non-elective employer contribution of $1,500 to each eligible employee's individual 403(b) or 457 account **before June 30** of each applicable year, in accordance with the following multi-year schedule:

- $1,500 to be paid into the individual employee 403b or 457 account for the **2026-2027** school year.
- $1,500 to be paid into the individual employee 403b or 457 account for the **2027-2028** school year.
- $1,500 to be paid into the individual employee 403b or 457 account for the **2028-2029** school year

This LOU shall be incorporated into and become an enforceable part of the Master Agreement between the Board and the Association.

This agreement represents the full and complete understanding of the parties regarding this matter. This LOU shall automatically expire at the conclusion of the 2028-2029 school year and shall not extend beyond that term unless mutually renewed in writing by both parties.

Josh Brey, HSEA Negotiator

7/16/26
Date

Anne Payne, HSEA President

7/13/26
Date

Paul Fairbairn, Board President

7-13-26
Date

Scott Korpak, Ed.D., Superintendent

7-14-26
Date

Harbor Springs Public Schools
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LETTER OF AGREEMENT
BETWEEN THE HARBOR SPRINGS BOARD OF EDUCATION AND THE HARBOR SPRINGS EDUCATION ASSOCIATION

RE: 2026-27 District Work Calendar Exception

This Letter of Agreement (LOA) is entered into between the Harbor Springs Board of Education (the "Board") and the Harbor Springs Education Association (the "Association").

WHEREAS, the parties have reviewed the District-Wide Calendar of Days of Instruction for the 2026-2027 school year; and

WHEREAS, the finalized calendar for the 2026-2027 school year results in a total of 182 teacher work days; and

WHEREAS, the standard master agreement typically requires 184 teacher work days;

NOW THEREFORE, it is agreed as follows:

1. **Teacher Work Year:** For the 2026-2027 school year only, the teacher work year shall consist of 182 days.

2. **Instructional Days:** The calendar includes 180 instructional days, comprising 175 student days and 5 Professional Development (PD) days.

3. **Professional Development:** Scheduled PD days are set for September 2, 2026; September 3, 2026; November 4, 2026; February 12, 2027; and May 28, 2027.

4. **Compensation Days:** The calendar includes two teacher compensation days on November 25, 2026, and June 10, 2027.

5. **Non-Precedent Setting:** The parties agree that this reduction to 182 teacher work days is specific to the 2026-2027 calendar year only. This agreement shall not be construed as a permanent change to the master agreement, nor shall it set a precedent for future school years.

Josh Brey, HSEA Negotiator

7/16/26
Date

Anne Payne, HSEA President

7/13/26
Date

Paul Fairbairn, Board President

7-13-26
Date

Scott Korpak, Ed.D., Superintendent

7-14-26
Date

Harbor Springs Public Schools
Excellence in Character
Excellence in Education

Letter of Agreement

Between the Harbor Springs Board of Education and the Harbor Springs Education Association
Re: Longevity Compensation and Financial Reopener (2026-2029)

I. Purpose

The Harbor Springs Public Schools Board of Education (District) and the Harbor Springs Education Association (Association) enter into this agreement to retain experienced staff and value long-term service. To ensure that future compensation is structurally compliant with the **Office of Retirement Services (ORS)** guidelines and safely counts toward members' **Final Average Compensation (FAC)**, the parties agree to a simplified payment structure for Year 1 and a financial reopener for Years 2 and 3.

II. 2026-2027 Longevity Payment (Year 1)

For the 2026-2027 school year, a longevity payment will be issued to eligible bargaining unit members based strictly on their years of service, completely independent of their baseline salary adjustments:

- **Broad Eligibility:** Any bargaining unit member with **10 or more completed years of service** with Harbor Springs Public Schools is eligible for this payment. This applies regardless of whether the member received the 4% on-base salary increase or the $3,500 on-base salary increase.
- **10 through 19 Years of Service:** Eligible members will receive $175 for each completed year of service with the District.
- **20 or More Years of Service:** Eligible members will receive $200 for each completed year of service, capped at 20 years ($4,000 maximum).
- **Payment:** Issued in two equal payments. The first in the first payroll in December 2026 and the second being the last pay in June 2027.

III. Years 2 and 3 Financial Reopener (2027-2028 and 2028-2029)

To prevent ORS from disqualifying conditional payments from the FAC formula, the rigid stipend structure for years two and three is replaced by a financial reopener:

- **The Trigger:** A financial reopener will be activated for the applicable school year if the District's final annual audit confirms an increase of at least **$250,000** in the General Fund balance for the immediately preceding fiscal year.
- **Action:** Upon meeting this trigger, the District and the Association shall immediately reopen negotiations to bargain additional compensation for that school year. Any additional compensation agreed upon shall be no less than the amount paid in the 2026-2027 school year.

- **ORS Safeguard:** Any compensation agreed upon during this reopener will be explicitly structured (e.g., via standard salary schedule adjustments or regularized longevity scales) to guarantee it qualifies as reportable compensation under ORS rules to protect members' retirement benefits.

IV. General Terms & Service Rules

- **Service Tracking:** Only completed years of bargaining unit service with Harbor Springs Public Schools count toward longevity. Prior outside service, military service, or non-bargaining unit service is completely excluded.
- **Employment Status:** The member must be actively employed by the District on the date of payment to receive the funds.
- **Deductions:** All payments are subject to standard payroll taxes and lawful withholdings.
- **Duration:** This agreement is entered on a non-precedent basis and expires automatically on **June 30, 2029**.

Josh Brey, HSEA Negotiator

7/16/26
Date

Paul Fairbairn, Board President

7-13-26
Date

Anne Payne, HSEA President

7/13/26
Date

Scott Korpak, Ed.D., Superintendent

7-14-26
Date

Harbor Springs Public Schools
Excellence in Character
Excellence in Education

LETTER OF AGREEMENT
Between Harbor Springs Public Schools and the Harbor Springs Education Association

Re: Student Support and Campus Climate Stipend Program
2026 through 2027, 2027 through 2028, and 2028 through 2029 School Years

This Letter of Agreement is entered into between the Harbor Springs Public Schools Board of Education, referred to as the District, and the Harbor Springs Education Association, referred to as the Association.

The parties recognize that bargaining unit members regularly contribute professional time, effort, and care in support of students, families, school culture, and District engagement activities. The parties also recognize the importance of creating a structure that is fair, transparent, administratively manageable, and respectful of the collective bargaining agreement.

The purpose of this Letter of Agreement is to establish a voluntary stipend program to recognize approved student support, family engagement, and campus climate activities performed outside of the regular teacher workday during the academic school year.

I. Term of Agreement

A. This Letter of Agreement shall become effective September 1, 2026, and shall remain in effect through August 31, 2029, unless modified or extended by mutual written agreement of the parties.

B. This Letter of Agreement shall expire automatically on August 31, 2029, unless expressly renewed in writing by the parties.

C. The parties may meet during the term of this Letter of Agreement to review implementation, clarify procedures, or consider mutually agreed upon adjustments.

II. Eligible Employees

A. Participation in this program shall be voluntary.

B. Only bargaining unit members represented by the Association shall be eligible to receive compensation under this Letter of Agreement.

C. Participation opportunities shall be made available in a fair and nondiscriminatory manner.

D. Nothing in this Letter of Agreement guarantees any employee a minimum number of opportunities, service units, assignments, or compensation.

E. Nothing in this Letter of Agreement shall require an employee to participate in an activity outside the regular contractual workday unless otherwise required by the collective bargaining agreement or other lawful assignment.

III. Purpose and Intent

A. The parties acknowledge that bargaining unit members may participate in activities that support student success, school climate, family engagement, student connectedness, and district culture outside the regular contractual workday.

B. The parties further acknowledge that some of these activities have historically been performed voluntarily or without additional compensation.

C. The intent of this Letter of Agreement is to:

1. Encourage increased staff participation in student, family, school, and District activities.
2. Support positive school culture and student connectedness.
3. Provide a fair compensation structure for approved extra duty activities.
4. Promote consistency and transparency across buildings and programs.
5. Preserve administrative flexibility regarding staffing, programming, budgeting, and event supervision.
6. Avoid duplication of compensation for activities already paid through another District compensation structure.

D. This Letter of Agreement is not intended to convert all professional responsibilities, informal participation, or voluntary activities into compensable time.

E. This Letter of Agreement does not modify the regular teacher workday, the salary schedule, Schedule B, or any other provision of the collective bargaining agreement except as expressly stated.

IV. Stipend Structure

A. The District shall establish a Student Support and Campus Climate Stipend Program.

B. Eligible employees may earn compensation through approved service units during the school year.

C. Compensation shall be paid at the rate of $150 per approved service unit.

D. An employee may earn a maximum of ten approved service units per school year.

E. The maximum annual stipend available to any employee under this Letter of Agreement shall be $1,500 per school year.

F. Under no circumstances shall an employee receive more than $1,500 in compensation under this Letter of Agreement during a single school year.

V. Definition of Service Unit

A. A service unit means an approved activity, or approved portion of an activity, performed outside the employee's regular contractual workday.

B. One service unit shall generally equal *at least one* hour of approved service.

F. Preparation time, travel time, informal attendance, and voluntary participation shall not qualify for service units unless specifically approved in advance.

G. Time spent performing duties that are already compensated through Schedule B, supplemental contracts, hourly assignments, previously approved stipends, or another District compensation structure shall not qualify for compensation under this Letter of Agreement.

VI. Qualifying Activities

A. The Superintendent or designee shall maintain a menu of activities that may qualify for compensation under this Letter of Agreement.

B. The menu of qualifying activities may be updated periodically based on student needs, school needs, District priorities, staffing considerations, and budgetary limitations.

C. Qualifying activities may include, but are not limited to:

1. After school academic support, tutoring, or intervention activities.
2. Kindergarten Round Up preparation or participation outside the regular workday.
3. Curriculum nights, transition nights, open houses, and family engagement events when the activity is outside the regular workday and approved for compensation.
4. Student leadership activities and non athletic student enrichment programs.
5. Evening or weekend supervision of student events.
6. Athletic event supervision when the supervision is not otherwise compensated through Schedule B, supplemental pay, hourly assignments, or another compensation structure.
7. Student engagement and campus climate activities approved by administration.
8. District sponsored community engagement events.
9. Other approved activities that support student experience, school climate, family engagement, or District engagement goals.

D. More than one bargaining unit member may receive approved service units for the same event

or activity when the number of approved participants has been authorized in advance.

E. Activities compensated through another District compensation structure shall not qualify for compensation under this Letter of Agreement.

Examples include, but are not limited to:

1. Schedule B assignments.
2. Supplemental contracts.
3. Hourly assignments.
4. Previously approved stipends.
5. Summer school assignments.
6. Curriculum writing paid separately by the District.
7. Required professional development or meetings already addressed through the collective bargaining agreement.

VII. Approval Process

A. All activities must receive prior administrative approval to qualify for compensation under this Letter of Agreement.

B. Preapproval may occur through:

1. Individual administrator approval.
2. District or building event postings.
3. Sign up opportunities published by the principal or designee.
4. Written communication from an administrator or designee.
5. Other documented administrative approval processes.

C. When practical, the District shall communicate available opportunities to eligible bargaining unit members in a manner that allows interested employees to express interest.

D. The District may limit the number of approved participants for an activity based on student need, supervision needs, program design, available funding, operational considerations, or other legitimate District interests.

E. The District retains authority to determine:

1. Whether an activity qualifies for compensation.
2. The number of approved participants.
3. The number of service units assigned to an activity.
4. Operational staffing needs.
5. Budgetary limitations.

6. Whether an activity should continue, be modified, or be discontinued.

F. Administrative decisions regarding approval of activities, selection of participants, and assignment of service units shall not be arbitrary, capricious, discriminatory, or unlawful.

G. Approval for one activity, one employee, or one school year shall not require approval of the same or similar activity, employee, or compensation in the future.

VIII. Verification and Documentation

A. Employees shall maintain documentation of approved activities.

B. Documentation shall include:

1. Date of activity.
2. Description of activity.
3. Start and end time.
4. Total duration.
5. Building or program location.
6. Verification of participation.
7. Name of the approving administrator or designee.

C. Documentation shall be submitted in accordance with procedures and timelines established by the District.

D. The District may deny compensation requests that lack prior approval, sufficient documentation, or timely submission.

E. The District reserves the right to audit submitted activities and documentation.

F. If an employee believes a submitted activity was denied due to a clerical error or misunderstanding, the employee may request review by the building administrator or designee before the matter is considered final.

IX. Payment Procedures

A. Approved compensation shall be paid as a lump sum following final verification and payroll processing at the end of the school year.

B. Payment shall occur within a reasonable period following administrative approval, verification, and payroll processing.

C. Compensation under this Letter of Agreement:

1. Shall not be added to base salary.
2. Shall not alter salary schedule placement.
3. Shall not constitute continuing compensation.
4. Shall not establish a past practice.
5. Shall not create an expectancy of future assignments or compensation.
6. Shall not be included in the calculation of any other stipend, percentage increase, or salary schedule amount unless required by law.

D. Compensation shall be subject to all required payroll taxes and lawful deductions.

X. Relationship to the Collective Bargaining Agreement

A. Except as expressly modified by this Letter of Agreement, all provisions of the collective bargaining agreement remain in full force and effect.

B. This Letter of Agreement shall not modify or limit rights, obligations, or procedures related to:

1. The regular teacher workday.
2. Schedule B positions.
3. Evaluation.
4. Seniority.
5. Layoff or recall.
6. Just cause.
7. Assignment rights.
8. Any other provision of the collective bargaining agreement not expressly modified by this Letter of Agreement.

C. If there is a direct conflict between this Letter of Agreement and the collective bargaining agreement, this Letter of Agreement shall control only as to the specific subject addressed herein and only during the term of this Letter of Agreement.

XI. Management Rights

Except as expressly modified by this Letter of Agreement, the District retains all rights, authority, and responsibilities granted under the collective bargaining agreement, Board policy, and applicable law, including but not limited to:

1. Determining staffing needs.
2. Approving or denying activities.
3. Determining the number of approved participants.
4. Assigning duties.
5. Managing budgets.

6. Making operational decisions.
7. Establishing procedures for approval, documentation, verification, and payment.

The exercise of these rights shall be consistent with this Letter of Agreement, the collective bargaining agreement, Board policy, and applicable law.

XII. Review Process and Grievance Limitation

A. The parties acknowledge that the purpose of this Letter of Agreement is to create flexibility, encourage participation, and provide a fair process while preserving administrative discretion.

B. Concerns about implementation should first be addressed informally with the building administrator or designee.

C. If the concern is not resolved informally, the Association may request a meeting with the Superintendent or designee to review the concern.

D. Disputes regarding individual activity approval, assignment of service units, number of approved participants, or denial of participation opportunities shall not be subject to arbitration unless the Association alleges that the District acted in an arbitrary, capricious, discriminatory, unlawful, or bad faith manner.

E. Nothing in this section prevents the Association from grieving an alleged violation of an express provision of this Letter of Agreement.

XIII. Non Precedent

A. This Letter of Agreement is entered into on a non precedent basis.

B. This Letter of Agreement shall not establish a binding past practice beyond its stated term.

C. The existence of this Letter of Agreement shall not require the District to continue the same or similar stipend program after June 30, 2029.

D. The expiration of this Letter of Agreement shall not limit the right of either party to propose, oppose, modify, or discontinue similar language in future bargaining.

XIV. Entire Agreement

This Letter of Agreement constitutes the entire agreement between the parties regarding the Student Support and Campus Climate Stipend Program and supersedes prior discussions or understandings concerning this subject.

This Letter of Agreement may be modified only by mutual written agreement of the District and the Association.

Josh Brey, HSEA Negotiator

7/16/26
Date

Anne Payne, HSEA President

7/13/26
Date

Paul Fairbairn, Board President

7-13-26
Date

Scott Korpak, Ed.D., Superintendent

7-14-26
Date

Harbor Springs Public Schools
Excellence in Character
Excellence in Education

Letter of Agreement
Between the Harbor Springs Board of Education and the Harbor Springs Education Association

Re: Professional Capacity and Certification Stipends
2026 through 2027, 2027 through 2028, and 2028 through 2029 School Years

This Letter of Agreement is entered into between the Harbor Springs Public Schools Board of Education, referred to as the District, and the Harbor Springs Education Association, referred to as the Association.

The parties agree to establish a Professional Capacity and Certification Stipend framework for the 2026 through 2027, 2027 through 2028, and 2028 through 2029 school years, subject to the terms below.

I. Purpose

A. The District and the Association recognize the value of professional growth, specialized training, and certifications that support student learning, school safety, instructional improvement, operational efficiency, and District priorities.

B. The purpose of this Letter of Agreement is to provide a clear process for approving and compensating bargaining unit members who complete District approved certification programs.

C. This Letter of Agreement is intended to support professional capacity in areas that are identified by the District as beneficial to students, staff, schools, or District operations.

D. This Letter of Agreement is not intended to create an automatic right to a stipend, reimbursement, certification opportunity, release time, assignment, or future compensation.

II. District Approval Required

A. A bargaining unit member must receive written approval from the Superintendent or designee before enrolling in a certification program if the employee seeks payment, reimbursement, or a stipend under this Letter of Agreement.

B. Approval must identify:

1. The certification or training program.
2. The stipend tier.
3. The amount of District paid course, exam, or certification fees, if any.
4. Any required documentation.
5. Any required service as a Building Resource or District Resource after completion.

C. The District may approve or deny requests based on:

1. District need.
2. Building needs.
3. Student benefit.
4. Program quality.
5. Available funding.
6. Staffing impact.
7. Operational feasibility.
8. Alignment with District goals, MICIP, MTSS, safety, instructional improvement, technology, or other District priorities.

D. The District's decision to approve or deny a request shall not be arbitrary, capricious, discriminatory, or unlawful.

E. Approval of one employee, certification, course, vendor, or stipend shall not require approval of the same or similar request in the future.

III. Stipend Framework

A. A bargaining unit member who successfully completes a preapproved certification program and satisfies the requirements of this Letter of Agreement shall receive a one time stipend based on the approved tier.

B. The District shall determine the appropriate tier at the time of preapproval.

C. The stipend tiers are as follows:

Tier 1. Safety, Compliance, and District Operations
Stipend Amount: $1,500
Examples may include CPR/AED certification, lifeguard certification, Mental Health First Aid, Apptegy Rooms Power User, emergency response training, safety related certifications, or other District approved operational certifications.

Tier 2. Digital Fluency, Instructional Tools, and Arts Integration
Stipend Amount: $3,000
Examples may include Google Certified Educator Level 1 and Level 2, Canva for Education District Expert, Adobe Creative Educator, approved instructional technology certifications, or other District approved digital learning certifications.

Tier 3. Specialist, Leadership, and District Capacity
Stipend Amount: $5,000
Examples may include school safety liaison training, FEMA or local safety audit certification, ISTE Certification, curriculum and instructional design certification, advanced MTSS related certification, or other District approved specialist or leadership certifications.

Tier 0. Recertification or Renewal
Stipend Amount: $500
Examples may include required renewal, refresher, or recertification for an expiring certification previously approved by the District.

D. The examples listed in this section are illustrative only. They do not create automatic eligibility for a stipend.

E. A stipend shall be paid only after the employee provides official proof of successful completion and the District verifies that all requirements have been satisfied.

F. Unless otherwise approved in writing, an employee may receive only one certification stipend under this Letter of Agreement in a school year.

G. An employee shall not receive duplicate compensation for the same certification, training, hours, duties, or work under another District compensation structure.

IV. Course, Exam, and Certification Fees

A. For approved certification programs, the District may pay or reimburse required course, exam, or certification fees.

B. Payment or reimbursement must be approved in advance by the Superintendent or designee.

C. The District shall not be responsible for optional materials, travel, lodging, meals, substitute costs, retake fees, or other expenses unless approved in writing in advance.

D. If the certification requires release time during the regular workday, the release time must be approved in advance by the building principal or designee.

E. The District may limit the number of approved participants based on budget, staffing, operational needs, and District priorities.

V. Eligibility and Requirements

A. To qualify for a Professional Capacity and Certification Stipend, the bargaining unit member must:

1. Be a member of the bargaining unit represented by the Association.
2. Receive written approval before enrolling in the certification program.
3. Successfully complete the approved certification program.
4. Provide official proof of completion or certification to Human Resources.
5. Remain actively employed by the District on the date the stipend is paid.
6. Complete any required Building Resource or District Resource obligation described in this Letter of Agreement or in the written approval.

B. The District may require proof that the certification is current and in good standing before payment is issued.

C. The District may deny payment if the employee does not provide sufficient documentation of successful completion.

VI. Building Resource or District Resource Requirement

A. An employee who receives a stipend under this Letter of Agreement agrees to serve as a Building Resource or District Resource in the approved subject area for one calendar year following payment of the stipend.

B. Resource responsibilities may include:

1. Leading one building level professional learning session.

2. Providing up to five hours of peer support or coaching during the school year.
3. Assisting with implementation of the approved tool, program, certification area, or safety practice.
4. Serving as a point of contact for staff questions related to the certification area.
5. Supporting District implementation efforts related to the approved certification.

C. Unless otherwise agreed in writing, the resource responsibility described in this section is included in the stipend and shall not be separately compensated.

D. Resource responsibilities shall be reasonable in scope and related to the certification for which the stipend was approved.

E. Resource responsibilities shall not be used to replace administrator duties, evaluation responsibilities, supervisory responsibilities, or work assigned to another paid position.

F. If the District requires resource responsibilities beyond those listed in this section, the parties shall determine whether additional compensation is required.

VII. Failure to Complete Certification

A. If an employee receives District payment or reimbursement for course, exam, or certification fees and does not successfully complete the certification requirements, the employee may be required to reimburse the District for the District paid course, exam, or certification fees.

B. Reimbursement shall not be required if the failure to complete was due to:

1. Serious illness or injury.
2. Approved leave.
3. Family emergency.
4. Cancellation of the program by the provider.
5. District cancellation of approval.
6. Denial of necessary District approved release time.
7. Other circumstances approved by the Superintendent or designee.

C. Before requiring reimbursement, the District shall provide the employee written notice and an opportunity to explain the circumstances.

D. The District may allow the employee to complete the certification during a later testing window, course session, or certification cycle in lieu of reimbursement.

E. Any repayment arrangement shall comply with applicable law and payroll requirements.

VIII. Payment

A. Stipends shall be paid through payroll after successful completion has been verified by the District.

B. Stipends shall be subject to all applicable payroll taxes, withholdings, and lawful deductions.

C. Stipends under this Letter of Agreement:

1. Shall not be added to base salary.
2. Shall not alter placement on the salary schedule.

3. Shall not constitute continuing compensation.
4. Shall not establish a past practice beyond the stated term of this Letter of Agreement.
5. Shall not create a right to future assignments, stipends, or certification opportunities.
6. Shall not increase any other stipend, percentage based payment, or salary schedule amount unless required by law.

IX. Relationship to the Collective Bargaining Agreement

A. Except as expressly modified by this Letter of Agreement, all provisions of the collective bargaining agreement remain in full force and effect.

B. Nothing in this Letter of Agreement shall be interpreted to:

1. Modify the regular teacher workday.
2. Require uncompensated duties beyond the contractual workday.
3. Modify Schedule B unless expressly stated.
4. Create a new position or assignment right.
5. Require the District to approve any specific certification request.
6. Require an employee to pursue a certification unless separately required by law, certification standards, Board policy, job assignment, or written agreement.

C. If resource responsibilities are scheduled outside the regular workday and exceed the responsibilities described in this Letter of Agreement, the District and Association shall address compensation before the additional work is required.

X. Management Rights

Except as expressly modified by this Letter of Agreement, the District retains all rights and authority granted by law, Board policy, and the collective bargaining agreement, including but not limited to:

1. Determining District priorities.
2. Determining whether a certification meets District needs.
3. Approving or denying certification requests.
4. Determining the number of approved participants.
5. Managing budgets.
6. Assigning duties.
7. Establishing procedures for documentation, verification, and payment.
8. Determining whether resource responsibilities have been completed.

The exercise of these rights shall be consistent with this Letter of Agreement, the collective bargaining agreement, Board policy, and applicable law.

XI. Review Process and Grievance Limitation

A. Concerns regarding implementation should first be addressed informally with the Superintendent or designee.

B. If the concern is not resolved informally, the Association may request a meeting with the Superintendent or designee to review the concern.

C. Disputes regarding approval of certification requests, stipend tier placement, number of

approved participants, resource responsibilities, or operational implementation decisions shall not be subject to arbitration unless the Association alleges that the District acted in an arbitrary, capricious, discriminatory, unlawful, or bad faith manner.

D. Nothing in this section prevents the Association from grieving an alleged violation of an express provision of this Letter of Agreement.

XII. Duration and Non Precedent

A. This Letter of Agreement shall remain in effect for the 2026 through 2027, 2027 through 2028, and 2028 through 2029 school years.

B. This Letter of Agreement shall expire automatically on June 30, 2029, unless expressly renewed in writing by the parties.

C. This Letter of Agreement is entered into on a non precedent basis.

D. This Letter of Agreement shall not establish a binding past practice beyond its stated term.

E. The expiration of this Letter of Agreement shall not limit the right of either party to propose, oppose, modify, or discontinue similar language in future bargaining.

XIII. Entire Agreement

A. This Letter of Agreement constitutes the full and complete agreement between the parties regarding Professional Capacity and Certification Stipends.

B. This Letter of Agreement may be modified only by mutual written agreement of the District and the Association.

Josh Brey, HSEA Negotiator

7/16/26
Date

Anne Payne, HSEA President

7/13/26
Date

Paul Fairbairn, Board President

7-13-26
Date

Scott Korpak, Ed.D., Superintendent

7-24-26
Date

Harbor Springs Public Schools
Excellence in Character
Excellence in Education

Letter of Agreement
Between the Harbor Springs Board of Education and the Harbor Springs Education Association

Re: Mandatory Professional Collaborative Teams
2026 through 2027, 2027 through 2028, and 2028 through 2029 School Years

This Letter of Agreement is entered into between the Harbor Springs Public Schools Board of Education, referred to as the District, and the Harbor Springs Education Association, referred to as the Association.

The parties recognize that structured professional collaboration is an important component of instructional coherence, student support, curriculum alignment, school improvement, and continuous improvement.

The parties further recognize the importance of clearly defining expectations regarding compensation, participation, scheduling, operational flexibility, and professional responsibilities associated with collaborative team meetings occurring outside the contractual teacher workday.

Through this Letter of Agreement, the District and the Association agree that participation in the Professional Collaborative Teams established by this Agreement is a mandatory professional responsibility for bargaining unit members. Because this responsibility occurs outside the contractual teacher workday, it shall be separately compensated as provided in this Agreement.

I. Term of Agreement

A. This Letter of Agreement shall become effective September 1, 2026, and shall remain in effect through August 31, 2029, unless modified or extended by mutual written agreement of the parties.

B. This Letter of Agreement shall expire automatically on August 31, 2029, unless expressly renewed in writing by the parties.

C. The parties may meet during the term of this Letter of Agreement to review implementation, address concerns, clarify procedures, or consider mutually agreed upon adjustments.

II. Purpose and Intent

A. The purpose of this Letter of Agreement is to establish a structured framework for mandatory, compensated Professional Collaborative Team meetings occurring outside the contractual teacher workday.

B. The parties acknowledge that effective professional collaboration supports:

1. MICIP implementation.
2. MTSS coherence and systems alignment.
3. Curriculum alignment and instructional consistency.
4. Student data review and instructional planning.
5. School improvement and continuous improvement processes.
6. Cross building and cross department collaboration.
7. Student support and intervention systems.
8. Professional learning and shared instructional practice.

C. The parties further acknowledge that the District's Steering Committee, Curriculum Council, and other District improvement structures may help inform the focus and priorities of collaborative work in future school years.

D. The collaborative process established through this Letter of Agreement is intended to support professional growth, instructional improvement, student support, and improved student outcomes.

E. This Letter of Agreement is not intended to create an additional teacher evaluation mechanism, nor is it intended to replace or modify the evaluation process established by law, Board policy, or the collective bargaining agreement.

F. This Letter of Agreement is intended to define a specific, limited, compensated professional responsibility outside the contractual teacher workday. It is not intended to generally extend the contractual teacher workday or create additional uncompensated duties.

III. Mandatory Professional Collaborative Team Meetings

A. The District and the Association agree that bargaining unit members shall participate in Professional Collaborative Team meetings established under this Letter of Agreement.

B. Participation in these meetings is mandatory because the District and the Association have negotiated and agreed to this responsibility through this Letter of Agreement.

C. Bargaining unit members shall participate in Professional Collaborative Team meetings during the following months:

1. September
2. October
3. November
4. January
5. February
6. March
7. April

8. December or May, as determined by the District after considering input from the collaborative team or building leadership.

D. Meetings shall:

1. Occur outside the contractual teacher workday.
2. Be at least one hour in duration.
3. Be compensated pursuant to this Letter of Agreement.
4. Maintain a professional instructional focus.
5. Follow a structured agenda aligned with District, building, department, grade level, or team priorities.
6. Be connected to student learning, student support, curriculum alignment, instructional practice, MTSS, MICIP, or other school improvement priorities.

E. Meetings may occur:

1. Before school.
2. After school.
3. Through approved virtual meeting platforms.
4. In another format approved by the building principal or designee.

F. The District shall make reasonable efforts to provide advance notice of meeting dates, times, locations, format, and expectations.

G. When practical, meeting schedules should be established with consideration of known school calendars, student events, coaching responsibilities, performances, family engagement events, and other District sponsored activities.

H. Nothing in this section shall prevent the District from adjusting meeting schedules when necessary due to operational needs, weather, emergency circumstances, staffing issues, or other legitimate District interests.

IV. Compensation

A. Bargaining unit members participating in approved Professional Collaborative Team meetings shall receive compensation at the rate of fifty ($50) dollars per hour.

B. Compensation under this Letter of Agreement is intended to compensate employees for a mandatory professional responsibility occurring outside the contractual teacher workday.

C. Compensation shall be processed through payroll and shall be subject to all applicable taxes and lawful deductions.

D. Compensation under this Letter of Agreement:

1. Shall not be added to base salary.

2. Shall not alter placement on the salary schedule.
3. Shall not constitute longevity compensation.
4. Shall not create continuing compensation rights beyond the term of this Letter of Agreement.
5. Shall not establish a past practice beyond the stated duration of this Letter of Agreement.
6. Shall not be included in the calculation of any other stipend, percentage increase, or salary schedule amount unless required by law.

E. Employees shall not receive duplicate compensation for the same hours or activities under multiple District compensation structures.

F. An employee must attend the assigned meeting or complete approved alternative participation in order to receive compensation for that meeting.

V. Team Structure and Operational Flexibility

A. Professional Collaborative Teams may be organized by the District based upon instructional and operational needs, including but not limited to:

1. Grade level teams.
2. Department teams.
3. Course-like teams.
4. Student support teams.
5. MTSS related teams.
6. Cross disciplinary teams.
7. Cross building teams.
8. Specialized instructional or program teams.

B. The District retains the authority to determine:

1. Team composition.
2. Facilitators.
3. Agendas.
4. Instructional priorities.
5. Collaborative protocols.
6. Data review processes.
7. Documentation procedures.
8. Operational expectations.

C. In exercising this authority, the District shall act in a manner that is not arbitrary, capricious, discriminatory, or unlawful.

D. Administrators may attend or participate in Professional Collaborative Team meetings as determined appropriate by the District.

E. Professional Collaborative Team meeting time shall be reserved primarily for professional collaboration and instructional improvement activities.

F. Professional Collaborative Team meeting time shall not primarily be used for:

1. Routine housekeeping matters.
2. General announcements.
3. Non instructional operational matters unrelated to the purpose of this Letter of Agreement.
4. Matters that are more appropriately addressed through general staff meetings, administrative communication, or individual supervision.

VI. Collaborative Work Products

A. Collaborative work products generated through these meetings are intended for instructional improvement, curriculum alignment, MTSS implementation, student support, professional collaboration, and continuous improvement purposes.

B. Collaborative work products may include, but are not limited to:

1. Agendas.
2. Notes.
3. Common planning documents.
4. Data review summaries.
5. Instructional plans.
6. Intervention plans.
7. Curriculum alignment documents.
8. Team reflections or next steps.

C. Collaborative work products shall not be used as formal teacher evaluation artifacts unless:

1. The teacher voluntarily submits the artifact as part of the evaluation process.
2. The use is otherwise required by law.
3. The use is required by Board policy or the collective bargaining agreement.
4. The document independently establishes a matter that the District is legally obligated to address.

D. Nothing in this Letter of Agreement shall limit the District's legal obligations regarding student safety, student data, student records, records retention, mandatory reporting, nondiscrimination, or compliance with state and federal law.

E. Nothing in this section prevents administrators from using collaborative team information to support instructional planning, professional learning, resource allocation, MTSS implementation, or school improvement planning.

VII. Attendance and Alternative Participation

A. Because the District and the Association have agreed that Professional Collaborative Team meetings are mandatory, bargaining unit members are expected to attend assigned meetings unless the employee:

1. Is absent due to approved leave.
2. Receives prior administrative approval for alternative participation.
3. Is excused by the District.
4. Has another conflict approved by the building principal or designee.

B. Recognizing that conflicts may occur due to coaching responsibilities, theatre productions, music performances, student supervision, family obligations, personal obligations, illness, or similar circumstances, employees may request approval to complete alternative professional collaborative work in lieu of attending a scheduled meeting.

C. Employees may request alternative participation for up to three meetings per school year.

D. The District may approve additional alternative participation requests when, in the District's judgment, unique circumstances warrant flexibility.

E. Alternative participation requests:

1. Must be submitted in advance when practicable.
2. Must receive approval from the building principal or designee.
3. Must include completion of equivalent professional collaborative work aligned with District expectations.
4. Must be documented using District established procedures or protocols.

F. Alternative participation may include, but is not limited to:

1. Reviewing meeting materials and submitting documented input.
2. Completing assigned data review or instructional planning tasks.
3. Meeting separately with the team facilitator, principal, or designee.
4. Participating in an approved make up meeting.
5. Completing other approved collaborative work aligned with the purpose of this Letter of Agreement.

G. Approval or denial of alternative participation requests shall remain within the reasonable discretion of the District and shall not be arbitrary, capricious, discriminatory, or unlawful.

H. An employee who does not attend an assigned meeting and does not complete approved alternative participation shall not receive compensation for that meeting.

I. Repeated failure to attend assigned Professional Collaborative Team meetings or complete

approved alternative participation may be addressed through the ordinary administrative and contractual processes applicable to failure to perform an agreed upon professional responsibility.

VIII. Documentation and Verification

A. Employees shall document participation in Professional Collaborative Team meetings and alternative assignments using District established procedures.

B. The District may require reasonable verification of participation and completion.

C. Documentation may include, but is not limited to:

1. Sign in sheets.
2. Electronic attendance records.
3. Meeting notes.
4. Completed collaborative work products.
5. Alternative participation documentation.
6. Verification by the facilitator, principal, or designee.

D. Employees who fail to comply with reasonable documentation requirements may be denied compensation.

E. If compensation is denied due to incomplete documentation, the employee shall be given a reasonable opportunity to correct the documentation if the employee otherwise participated in the assigned meeting or approved alternative participation.

IX. Workday and PERA Clarification

A. The parties expressly acknowledge that the Professional Collaborative Team meetings established through this Letter of Agreement occur outside the contractual teacher workday.

B. The parties further acknowledge that participation in these meetings is a mandatory professional responsibility because it has been negotiated and agreed upon by the District and the Association through this Letter of Agreement.

C. The parties agree that compensation provided under this Letter of Agreement is separate compensation for mandatory professional responsibilities occurring outside the contractual teacher workday.

D. Nothing in this Letter of Agreement shall be interpreted to:

1. Extend the contractual teacher workday generally beyond the specific meetings and responsibilities established in this Letter of Agreement.
2. Create additional uncompensated work obligations.
3. Require bargaining unit members to perform uncompensated duties beyond the contractual workday.

4. Modify existing contractual planning time provisions unless expressly stated herein.
5. Modify Schedule B, supplemental compensation, or other compensation provisions unless expressly stated herein.

E. This Letter of Agreement is intended to comply with applicable provisions of the Michigan Public Employment Relations Act.

F. Except as expressly provided in this Letter of Agreement, all provisions of the collective bargaining agreement remain in full force and effect.

X. Management Rights

Except as expressly modified by this Letter of Agreement, the District retains all rights and authority granted by law, Board policy, and the collective bargaining agreement, including but not limited to:

1. Determining instructional priorities.
2. Making operational decisions.
3. Assigning duties.
4. Determining staffing needs.
5. Managing budgets.
6. Providing administrative supervision and direction.
7. Establishing procedures for documentation, verification, and payment.
8. Determining the structure and purpose of Professional Collaborative Teams.

The exercise of these rights shall be consistent with this Letter of Agreement, the collective bargaining agreement, Board policy, and applicable law.

XI. Review Process and Grievance Limitation

A. The parties acknowledge that this Letter of Agreement is intended to create operational flexibility while supporting meaningful professional collaboration.

B. Concerns regarding implementation should first be addressed informally with the building principal or designee.

C. If the concern is not resolved informally, the Association may request a meeting with the Superintendent or designee to review the concern.

D. Disputes regarding meeting agendas, team assignments, facilitators, approval of alternative participation requests, scheduling decisions, documentation procedures, or operational implementation decisions shall not be subject to arbitration unless the Association alleges that the District acted in an arbitrary, capricious, discriminatory, unlawful, or bad faith manner.

E. Nothing in this section prevents the Association from grieving an alleged violation of an

express provision of this Letter of Agreement.

XII. Non Precedent

A. This Letter of Agreement is entered into on a non precedent basis.

B. This Letter of Agreement shall not establish a binding past practice beyond its stated term.

C. The existence of this Letter of Agreement shall not require the District to continue the same or similar Professional Collaborative Team structure after June 30, 2029.

D. The expiration of this Letter of Agreement shall not limit the right of either party to propose, oppose, modify, or discontinue similar language in future bargaining.

XIII. Entire Agreement

A. This Letter of Agreement constitutes the full and complete agreement between the parties regarding Professional Collaborative Teams and supersedes prior discussions or understandings related to this subject.

Josh Brey, HSEA Negotiator

7/16/26
Date

Anne Payne, HSEA President

7/13/26
Date

Paul Fairbairn, Board President

7-13-26
Date

Scott Korpak, Ed.D., Superintendent

7-14-26
Date