



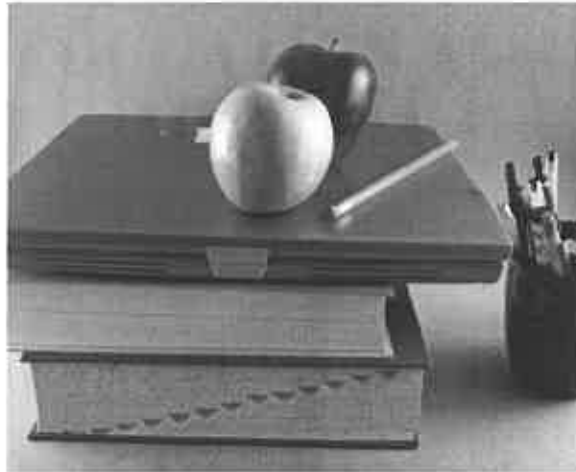
# MASTER AGREEMENT

Between the

**HASLETT EDUCATION ASSOCIATION  
MEA/NEA**

and the

**HASLETT BOARD OF EDUCATION**



**2013-2016**

## TABLE OF CONTENTS

<b>Article 1 – Recognition .....</b>	<b>1</b>
<b>Article 2 – Association and Teacher Rights.....</b>	<b>1</b>
<b>Article 3 – Rights of the Board .....</b>	<b>5</b>
<b>Article 4 – Payroll Deductions .....</b>	<b>6</b>
<b>Article 5 – Negotiations Procedures.....</b>	<b>6</b>
<b>Article 6 – Professional Grievance Procedure .....</b>	<b>7</b>
<b>Article 7 – Calendar .....</b>	<b>12</b>
<b>Article 8 – Teaching Conditions .....</b>	<b>13</b>
<b>Article 9 – School Improvement .....</b>	<b>22</b>
<b>Article 10 – Assignments .....</b>	<b>22</b>
<b>Article 11 – Vacancies and Promotions.....</b>	<b>23</b>
<b>Article 12 – Selection for Appendix B Positions .....</b>	<b>25</b>
<b>Article 13 – Seniority.....</b>	<b>26</b>
<b>Article 14 – Leaves of Absence .....</b>	<b>27</b>
<b>Article 15 – Workers’ Disability Compensation .....</b>	<b>35</b>
<b>Article 16 – Protection of Bargaining Unit Members .....</b>	<b>35</b>
<b>Article 17 – Curriculum Participation and Professional Development.....</b>	<b>37</b>
<b>Article 18 – Conference Fund.....</b>	<b>38</b>
<b>Article 19 – Professional Compensation/Longevity.....</b>	<b>39</b>
<b>Article 20 – Retirement .....</b>	<b>43</b>
<b>Article 21 – Insurance.....</b>	<b>45</b>
<b>Article 22 – Miscellaneous Provisions.....</b>	<b>48</b>
<b>Article 23 – Duration of Agreement.....</b>	<b>49</b>
<b>Appendix A – Salary Schedule .....</b>	<b>50</b>
<b>Appendix B – Extra Duty Salary Schedule.....</b>	<b>52</b>
<b>Appendix C – K-12 District Calendars.....</b>	<b>57</b>
<b>Appendix D – Grievance Report Form.....</b>	<b>63</b>
<b>Appendix E – Personal Leave Form.....</b>	<b>65</b>
<b>Appendix F – Professional Development Guidelines .....</b>	<b>66</b>
<b>Appendix G – Sick Day Exchange Guidelines .....</b>	<b>69</b>
<b>Letter of Agreement – Agency Fee Agreement .....</b>	<b>72</b>

**WITNESSETH:**

WHEREAS, the Board and the Association recognize that mutual effort in education programs can lead to improvement in the Haslett Public Schools and tends to improve the morale of the teaching staff;

WHEREAS, the members of the teaching profession are qualified and have a responsibility to assist in improving education; and

WHEREAS, the Board is required by law to negotiate with the Association on wages, hours, and the terms and conditions of employment of teachers, and the parties, through negotiations, in good faith, have reached agreement on all such matters and desire to execute this contract covering such agreement, it is hereby agreed as follows:

**Article 1 – Recognition**

- A. The Board hereby recognizes the ICEA-MEA/NEA as the exclusive bargaining representative as defined in Section 11 of Act 379, Public Acts of 1965, of the State of Michigan for all professional certified personnel under contract, including K-12 Education, but excluding supervisory and executive personnel, per diem substitute and part-time teachers not regularly employed and all non-certified personnel employed by the Board.
- B. The term "Board" shall include its officers and administrative agents. The term "Association" shall include the ICEA-MEA/NEA, its officers, agents and its affiliate, the Haslett Education Association.
- C. The Board agrees not to negotiate with any organization other than the Association for the duration of this Agreement.
- D. Individuals outside of the bargaining unit holding positions in Appendix B – Extra Duty Salary Schedule, will be paid according to Appendix B, but are not subject to this Agreement.

**Article 2 - Association and Teacher Rights**

- A. The Board hereby agrees that every employee shall have the right to organize freely, join and support the Association for the purpose of engaging in collective bargaining or negotiations and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any bargaining unit member in

the enjoyment of any rights conferred by the laws of the State of Michigan or the constitutions of Michigan and the United States; that it will not discriminate against any bargaining unit member with respect to hours, wages, or any terms or conditions of employment by reason of membership in the Association or collective professional negotiations with the Board, or the institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

- B. The provisions of this Agreement covering wages, hours, terms, and conditions of employment shall be applied, without regard to race, creed, religion, color, national origin, age, sex, and marital status.
- C. The Association shall have the right to use school buildings and facilities at times when the buildings are staffed by members of the custodial staff. When special custodial staff is required, the Board may make a charge therefore. The foregoing shall be subject to the Board policy existing at the time of ratification.
- D. The Association shall have the right to use school facilities and equipment with the approval of the Superintendent or his/her designate. The Association shall provide the materials and supplies needed for such use.
- E. Space for bulletin boards in each building and mailboxes shall be made available to the Association and its members. The Association may use the District mail service provided that (1) mail be properly labeled as Association business; (2) that it be bundled for distribution to the Association Representative; and (3) that the Administration will not be held liable for its safe delivery.
- F. The Association reserves the right to release its president or designate for up to twenty (20) days at the Association's expense (cost of substitute) to carry out Association business.
- G. The President of the Association may use non-instructional time during the school day for official Association business.
- H. The Association and the Board agree to exchange highlights of regular general meetings. Further, the Association agrees to discuss, from time to time, items submitted to it by the Board at regular Association meetings.

- I. The Association may request that the Board place items of interest to it on the Board agenda. These items must be filed with the Superintendent one (1) week before each regular Board meeting, unless agreed otherwise by the Superintendent or his/her designate.
- J. The Board's designate shall meet with the Association's designate at agreed upon times to discuss mutual concerns.
- K. The Superintendent and/or his/her designate shall meet with the officers and representative of the Association at least once a year to air mutual concerns and problems. The time and place shall be mutually agreed upon by the Superintendent and the Association President.
- L. The Board agrees to furnish to the Association, in response to requests, available public information concerning the financial resources of the District, tentative budgetary requirements and allocation and such other public information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of bargaining unit members and their students, together with public information which may be necessary for the Association to process a pending grievance.
- M. On or before the second Friday in September, the Association President will deliver a schedule of Association meetings for the year to the Superintendent and building principals. The schedule of Association meetings will be limited to one (1) Thursday each month. It is agreed that bargaining unit members will not be required to attend district meetings on said days. On all other days, a regular meeting called by the Administration shall have precedence over Association meetings.
- N. Duly authorized representatives of the Association shall be permitted to transact official business on school property, provided that such business shall not interfere with normal operation. When a representative other than the Uniserv Director is to meet with the Association, the Superintendent will be notified.
- O. Telephone facilities shall be provided for staff use. Phone usage shall be for school-oriented business and/or personal business that cannot be conducted at another time. No long distance calls are permitted unless approval is granted by the principal.
- P. Existing parking facilities shall be made available to the staff for their use.

- Q. The HEA shall be notified in advance of any pending policy adoption and shall have the opportunity to inform the Board of its position on proposed policy. The Association shall have the opportunity to recommend areas in which policies might be adopted or changed.
- R. The Association shall have the opportunity to inform the Administration of its position on proposed rules and regulations. The Association shall have the opportunity to recommend areas in which administrative rules or regulations might be adopted or changed.
- S. Each bargaining unit member shall have the right upon request to review the contents of his/her own personnel file. Personnel files shall be maintained at the Administration Building only and not at the building level.
1. A representative of the Association may, at the bargaining unit member's request, accompany the bargaining unit member in such a review.
  2. The review will be made in the presence of the administrator responsible for the safe keeping of such files.
  3. Material excluded from the definition of "personnel record" in the Bullard-Plawecki Employee Right to Know Act is specifically exempt from such review.
  4. All communications, including evaluations by the Haslett School District Administration, commendations, or validated complaints directed toward the bargaining unit member which are included in the personnel file shall be called to the bargaining unit member's attention. He/she shall be given the opportunity to review same at/or prior to the time of its inclusion in the personnel file.
  5. The bargaining unit member may respond in writing to any of these communications and said response shall become part of the file.
  6. If a grievance is filed on an item placed in the bargaining unit member's personnel file and the adjudication is in the bargaining unit member's favor, the material will be removed from the bargaining unit member's file.

7. Both the administration and the faculty agree to maintain effective two-way communication in an effort to work on the solution of problems in an atmosphere of good faith and mutual trust. They recognize they are partners in the field of education and that their primary concern must be directed toward the students they teach.

### **Article 3 - Rights of the Board**

- A. The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the State of Michigan, including but without limiting the generality of the foregoing, the right:
  1. To the executive management and administrative control of the system and its properties and facilities, and the assignment of professional duties and responsibilities of its employees. It is further recognized that the Board, in meeting such responsibilities and in exercising its powers and rights, acts through its administrative staff.
  2. To hire all employees subject to the provisions of law, to determine qualifications and the conditions for their continued employment or their dismissal.
  3. To establish levels of instruction, marking systems and courses of instruction, including special programs, and provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board.
  4. To decide upon selection and purchase of textbooks and teaching materials.
  5. To determine the assignments of bargaining unit members in curricular and extra-curricular areas.
- B. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, shall be limited only by the specific and express terms of this Agreement and then only to the extent that such specific and expressed terms thereof are in conformance with the constitution and laws of the State of Michigan and the United States.

- C. The Board continues to reserve the right to transfer bargaining unit work to the extent that such rights have been exercised historically. Included by way of illustration, are the participation in consortium type programs, the movement of Haslett students between the K-12 general and alternative education programs, the leasing of space, and the issuance of credit for classes taken by students at various colleges and universities.

#### **Article 4 - Payroll Deductions**

- A. Upon appropriate written authorization from the bargaining unit member, the Board shall deduct from the salary of such bargaining unit member and make appropriate remittance for any programs not fully paid by the Board, credit union and any other plans or programs as provided in this Agreement.
- B. Should the Board consider a new annuity company in accordance with Board Policy, it will seek recommendations from the Association through its President.
- C. Upon appropriate written authorization from the bargaining unit member, the Board shall deposit the bargaining unit member's bi-weekly paychecks into the account designated by the bargaining unit member and held with any financial institution participating in direct deposit.

#### **Article 5 - Negotiations Procedures**

- A. Representatives of the Board and the Association bargaining committees will meet at the request of either party for the purpose of reviewing the administration of the contract, and to resolve problems that may arise or other matters not specifically covered by this Agreement. These meetings are not intended to by-pass the grievance procedure.
  - 1. All meetings between the parties will be scheduled to take place as promptly as possible and at times when the involved bargaining unit members are free from assigned instructional responsibilities unless otherwise mutually agreed.
  - 2. The results of such meetings shall be written up in the form of letters of understanding that shall be added to and considered part of this Agreement.



- B. The Association shall designate a bargaining unit member or two (2) bargaining unit members at each school building as Association Representatives (AR). The principal and the Association Representative shall meet at least once each month for the purpose of reviewing the administration of the contract and to resolve problems which may arise, unless they mutually agree that such meetings are not necessary. These meetings are not intended to by-pass the grievance procedure.
- C. At least sixty (60) days prior to the expiration of this Agreement, the parties shall initiate negotiations for the purpose of entering into a successor agreement. All meetings between the parties will be scheduled to take place as promptly as possible and at times when the involved bargaining unit members are free from assigned instructional responsibilities unless otherwise mutually agreed.
- D. Both parties agree to adhere to the laws of the State of Michigan in the negotiation process.
- E. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore the Board and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. Notwithstanding the above, the Board and the Association will negotiate the salary of any newly created position not placed within the existing salary schedule.

#### **Article 6 - Professional Grievance Procedure**

- A. A grievance shall be defined as an alleged violation of the expressed terms of this Agreement. The following matters shall not be the basis of any grievance filed under the procedure in this Article:
  - 1. The termination of services or failure to re-employ any bargaining unit member to a position on the extra-curricular schedule.

2. It is expressly understood that the grievance procedure shall not apply to those areas in which the Tenure Act prescribes a procedure or authorizes a remedy (discharge and/or demotion).

B. A written grievance, as required herein, shall contain the following:

1. It shall be signed by the grievant(s).
2. An Association grievance shall be signed only by the Association's designee.
3. It shall contain a synopsis of the facts giving rise to the alleged violation.
4. It shall cite the section or sub-sections of this Agreement alleged to have been violated.
5. It shall contain the date of the alleged violation.
6. It shall specify the relief requested.

Any written grievance not in accordance with the above requirements may be rejected as improper. Such a rejection shall not extend the time limitations hereinafter set forth.

C. If, in the judgment of the Association, a grievance involves bargaining unit members from more than one building, said grievance shall be defined as an "Association Grievance."

1. An Association grievance shall include the names of the bargaining unit members involved.
2. Such a grievance shall be subject to all conditions of the professional grievance procedure.
3. Association grievances shall be reduced to writing and shall commence at Level Two.

D. The names of the Association Representatives and their alternates in each building shall be listed with the Superintendent by the close of the first week of school. The Board hereby designates the principal of each building to act as its representative at Level One as hereinafter described.

- E. The term "days" as used herein shall mean days on which school is in session except that during the summer months when school is not in session, the term "days" shall mean Monday through Friday excluding holidays.
- F. Should a bargaining unit member fail to institute a grievance or appeal a decision within the time limits specified, or leave the employ of the Board, all further proceedings on a previously instituted grievance (except a claim involving a remedy directly benefiting the grievant regardless of employment) shall be barred.
- G. The time limits provided in this Article shall be strictly observed, but may be extended by mutual written agreement between the parties.
- H. A grievance filed prior to the expiration of this Agreement may be processed through the grievance procedure until final resolution.
- I. All preparation, filing, presentation or consideration of grievances shall be held at times other than when a bargaining unit member and/or a participating Association Representative are to be at their assigned duty stations unless otherwise mutually agreed.
- J. Any adjustment made during the grievance procedure shall be consistent with the terms of this Agreement and at each step a bargaining unit member may have an Association Representative present if he/she so chooses.
- K. The Association shall file a grievance on behalf of an individual bargaining unit member only with his/her written consent.
- L. The grievance form is attached to this Agreement as Appendix D.
- M. Level One

A bargaining unit member or the Association believing that an alleged violation of the express terms of this Agreement has occurred, shall within ten (10) days of its alleged occurrence orally discuss the grievance with the building principal in an attempt to resolve the same. If no resolution is obtained within three (3) days of the discussion, the bargaining unit member shall reduce the grievance to writing and provide copies to the building principal and the Association.

Within five (5) days of the receipt of the grievance, the building principal shall render a decision in writing and provide copies to the grievant and the Association. If no decision is rendered or the decision is unsatisfactory, the grievant may, within five (5) days, proceed to Level Two.

N. Level Two

The written grievance shall be filed with the Superintendent or a designated agent with copies of the grievance going to both the building principal and the Association.

1. Within five (5) days of the receipt of a grievance, the Superintendent or designated agent shall arrange a meeting with the grievant and/or the designated Association Representative, at the option of the grievant, to discuss the grievance.
2. Within five (5) days of the discussion, the Superintendent or a designated agent shall render a decision in writing transmitting a copy of same to the grievant, the Association President, the building principal, and place a copy of same in the office.

O. Level Three

An individual bargaining unit member shall not have the right to process a grievance beyond Level Two.

If the Association is not satisfied with the disposition of the grievance at Level Two, or if no disposition is rendered, it may within fifteen (15) days after receipt of the disposition or within fifteen (15) days of the close of the Level Two hearing when no disposition is rendered, request the selection of an arbitrator either by mutual agreement or through the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration proceeding.

1. Neither party may raise a new defense or ground at Level Three which was not previously raised or disclosed at other levels.
2. Not less than ten (10) days prior to the arbitration hearing, the parties will hold a conference for the purpose of exchanging the facts, grounds and defenses which will be used at the hearing.

3. The decision of the arbitrator shall be final and conclusive and binding upon the bargaining unit member(s), the Board and the Association. Subject to judicial review, any lawful decision of the arbitrator shall be forthwith placed into effect.
  4. The cost of the arbitrator shall be born equally by both parties.
  5. The Association shall reimburse the Board for the cost of a substitute for its witnesses, should any be hired, so that regularly employed unit members may be released from normal responsibilities without loss of pay.
  6. No more than one (1) grievance may be considered by the arbitrator at the same time except upon written mutual consent.
- P. The powers of the arbitrator are subject to the following limitations:
1. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
  2. The arbitrator shall have no power to establish salary scales or to change any salary.
  3. The arbitrator shall have no power to change a practice, policy, or rule of the Board, nor substitute judgment for that of the Board as to the reasonableness of any such practice, policy, rule, or any action taken by the Board, except when such practice or policy violates this Agreement.
  4. The arbitrator shall have no power to decide any question which, under this Agreement, is within the responsibility of the Board to decide. In rendering a decision, the arbitrator shall give due regard to the responsibility of management and shall so construe the Agreement that there will be no interference with such responsibilities except as they may be specifically conditioned by this Agreement.
  5. The arbitrator shall have no power to interpret state or federal law.
  6. The arbitrator shall not hear any grievance previously barred from the scope of the grievance procedure.

7. If either party disputes the arbitrability of a grievance, the arbitrator shall first rule on the question of arbitrability. In the event that the arbitrator rules that the grievance is not arbitrable, the arbitrator shall return said grievance to the parties without decision or recommendation on its merit.

### **Article 7 - Calendar**

- A. The calendar is set forth in Appendix C which is attached hereto and incorporated as part of this Agreement.
- B. When weather conditions or other conditions identified in the State School Aid Act close school to students, bargaining unit members shall not be required to report for work; and shall suffer neither loss of leave time nor loss of salary provided that the law does not require that such days and hours of student instruction be rescheduled in order to receive state aid for the cancelled day(s) and hours.

The rescheduling of lost days/hours of instruction shall not result in additional compensation.

- C. When weather conditions or other unforeseen circumstances close school to students for more day(s)/hour(s) than are permitted under the State Aid Act, said day(s)/hour(s) shall be rescheduled to provide the minimum number of day(s)/hour(s) of student instruction required under said Act.
  1. When school is closed for the reasons stated above, bargaining unit members shall be notified electronically or by telephone.
  2. In the event a bargaining unit member has requested the use of a paid leave day when school is not in session for the reasons stated above, he shall suffer neither loss of leave time nor loss of salary.
- D. If students are dismissed due to bad weather, bargaining unit members will be dismissed shortly thereafter.

In the event a bargaining unit member has requested the use of a paid leave day on a day when school is dismissed early, deductions from salary or leave time, whichever is appropriate, shall be made in half-day segments.

- E. When school is closed to some, but not all of the District's students for the reasons stated herein, bargaining unit members assigned to the closed school shall not be required to work. Said days/hours shall be

rescheduled to provide the minimum number of days/hours of instruction for the students so affected, provided that the law requires the same in order to receive state aid for the day(s)/hour(s).

The rescheduling of lost days/hours of instruction shall not result in additional compensation.

- F. When school is closed to some but not all of the District's students for the reasons stated herein and the State Aid Act does not require that said days be rescheduled, the Board may designate an alternate work site for bargaining unit members.

### **Article 8 - Teaching Conditions**

#### A. Professional Hours

The Board and the Association recognize that teaching has many responsibilities that demand bargaining unit members' time over and above the instructional day. These responsibilities include, by way of illustration, but not by way of limitation, attending faculty meetings and IEPC's; conducting student and parent conferences; preparing for effective teaching; evaluating student performance and progress; working on committees and committee assignments; correcting and evaluating student papers and themes; developing instructional materials; professional reading and study, and advanced college study. Therefore, the normal day for bargaining unit members shall be considered to be those hours required by the instructional day as well as the hours required to perform their other professional responsibilities, which will include by way of illustration, arriving on site ten (10) minutes before the start of school and remaining ten (10) minutes after students are dismissed, performing professional duties. The ten (10) minutes before and after school illustration is not intended for non-instructional days.

- 1. Part-time bargaining unit members shall have those hours that are stipulated by the Board at the time they are hired.
  - a. Part-time bargaining unit members shall attend parent/teacher conferences and professional development days scheduled on the calendar with no additional compensation. The responsibility for instruction on said days will be rotated or otherwise shared equally between bargaining unit members sharing a single assignment, if those days are half days of instruction.

- b. Part-time bargaining unit members who are directed to attend professional development activities which are beyond the part-time bargaining unit member's normal hours of work and beyond those scheduled in the district calendar shall be compensated at the rate of forty dollars (\$40.00) per one-half day at elementary, and fifteen dollars (\$15.00) per hour at secondary.
  2. Planning time is subject to the following provisions:
    - a. The teacher's individual planning period is intended as a time when bargaining unit members are to be available in the buildings for calls from parents, conferences with parents or students, etc.
    - b. All specials and shared staff teachers at the elementary level shall have their planning time scheduled in blocks of not less than fifteen (15) minutes in duration. Every effort will be made to provide thirty (30) minute blocks when possible.
  3. When a bargaining unit member must leave the building, he/she will notify the principal.
  4. On teacher work days when students are not in attendance, bargaining unit members are expected to work a minimum of six (6) hours.
    - a. On the remaining teacher work days, bargaining unit members are expected to observe the normal instructional hours of the building to which they are assigned except that on the last work day of the school year, bargaining unit members may leave at noon provided their work is completed.

## B. Instructional Day

1. The elementary teachers' instructional day shall not be less than 367 minutes and shall be increased when required by law, or to receive full state aid funding. Kindergarten students will attend school on all scheduled days of instruction.
  - a. Elementary teachers shall have a minimum of 30 minutes duty free lunch.



- b. Elementary teachers may use for planning all time during which their classes are receiving instruction from various teaching specialists.
  - c. A reasonable effort will be made to provide qualified substitutes for special teachers at the elementary level, i.e., music, physical education and art.
  - d. Elementary teachers shall be provided with an average of at least 300 minutes of planning time during the student instructional day each week. The averaging of the released planning time shall not exceed a normal two (2) week period. Part time teachers shall receive a prorated share of planning time.
  - e. When released planning periods are being scheduled at the elementary level, consideration will be given to arranging said periods on a daily basis for elementary teachers.
2. The middle school instructional day shall not be less than 367 minutes and shall be increased when required by law or to receive full state aid funding.
  - a. Middle School teachers shall have one class period and a passing time as an individual planning period, and a duty-free lunch for a total of 90 minutes each day.
3. The instructional day at Haslett High School shall not be less than 367 minutes and shall be increased when required by law or to receive full state aid funding. Haslett High School teachers shall have one class period for preparation and a duty free lunch of 35 minutes.
4. Any change in the instructional day, length of class periods, or lunch period will be mutually agreed upon by the HEA and the Board of Education.
5. Association members who are given teaching assignments where daily travel between buildings is required will be assigned fifteen (15) minutes less instructional time per day per building site change.

6. Any teacher who is shared between Haslett High School and Haslett Middle School who loses planning time due to their shared assignment will only be compensated for the loss of planning time if the loss is greater than five (5) minutes per day.
7. A change in state requirements that pertain to instructional hours or professional development days/hours will require a joint meeting between the Association and Administration to review the calendar.

C. Pupil Teacher Ratio and Class Size

1. When an individual class size exceeds thirty (30) pupils (average of thirty (30) per class, per teacher, per day at the secondary level), the Board will, at its option, either reduce the class size to less than thirty (30) pupils or supply a paid aide for the teacher within two (2) weeks of the date on which the overload occurred.
  - a. No class of thirty-one (31) may be increased by more than three (3) students until classes at that grade level have been equalized district-wide.
  - b. It is expressly understood that all special subjects such as physical education, vocal and instrumental music, and other traditional large group instructional classes are exempt from the class size provisions of this clause, but the programs are subject to review by the principal and teachers involved. The Administration may, at its discretion, provide aides and/or reduce class size in these voluntary programs.
  - c. The parties recognize the need for experimentation and innovation in educational programs. New approaches in staffing and scheduling may involve changes in the length and number of class periods taught and the number of students in a given class; however, such changes shall be implemented only upon mutual agreement between the building administrator and the affected staff.
  - d. In consideration of students with special needs, it is agreed that the composition of elementary classrooms will be developed so as to accommodate the best interests of said students. The classroom teacher(s) will provide the building principal with his/her recommendations and/or suggestions.

- e. The Employer may apply for all available money under the No Child Left Behind Act of 2001, 20 USC 6301 et seq., for reducing class sizes and shall use said money exclusively to lower class sizes below the maximum allowed under this Agreement, unless such application is not financially advantageous to the District.
- f.
  - 1. Overloads for K-12 staff shall be paid at the end of each semester for each day or hour the overload has occurred.
  - 2. Teachers shall be paid 1.35% per year of the MA 12 scale for each student per hour per day.
  - 3. Teachers absent for a period of ten (10) consecutive working days or longer shall not be paid overload for that period of time. Student absences shall not affect remuneration.
  - 4. Overloads shall not be paid for the first ten (10) school days of each semester at the secondary level, unless the overload exists for the entire ten (10) day period and continues. If the overload exists for the entire ten (10) day period, a secondary teacher will be paid retroactively to the first scheduled day of each semester.
  - 5. Verification forms of overload will be developed for submission at the end of each semester.

D. Special Education

- 1. Copies of deviation requests for special education class loads will be provided to the Association President upon submission to the Department of Education.
- 2. The parties acknowledge that the policy of least restrictive environment is legally mandated. It is also recognized that the extent to which any special education student should participate in regular education programs and services involves consideration of that student's unique needs as determined by an Individual Educational Planning Committee (IEPC). It is further acknowledged and recognized that the general education classroom teacher shall be responsible for the implementation of the I.E.P.

and for attending to the educational needs of special education students assigned to the teacher's class.

3. The student's special education teacher will have the responsibility of contacting the general education teacher(s) for purposes of sharing pertinent information, discussing the special needs of said students and addressing other appropriate issues as same may arise.

With respect to Severely Multiply Impaired (SXI), Cognitively Impaired (CI), Emotionally Impaired (EI) and Autism Spectrum Disorder (ASD) special education students, the special education teacher will have the responsibility for contacting the general education teacher(s) under section d (1) prior to the student entering the regular education classroom(s).

4. When a general education classroom teacher is assigned a student from a special education program for severely impaired students [Physically and Otherwise Health Impaired (POHI), Severely Multiply Impaired (SXI), Cognitively Impaired (CI) and Autism Spectrum Disorder (ASD)], the teacher shall not be expected to perform routine, scheduled maintenance of an apparatus used by the student to sustain his/her bodily functions nor render routine scheduled care or maintenance of exceptional bodily functions (e.g. tracheotomy, etc.) related to the student's disability. The teacher shall be informed and instructed as to emergency measures which may be necessary on occasion due to the student's disability. Otherwise, it shall be the teacher's responsibility to implement the student's individualized educational plan and for attending to the educational needs of the student while in the teacher's class.
5. The Administration agrees to reasonable attempts to provide for a substitute in the absence of the regularly assigned special education aide.
6. It is understood as part of this Agreement that the parties will continue to work cooperatively to find alternatives to classes that have large student numbers and/or special needs students including the more effective utilization of current paraprofessional staff, as well as other solutions.

#### E. Materials and Supplies

1. All classroom teachers will be provided with a plan book in which to enter general lesson plans for a week in advance and updated plans for at least one (1) day in advance. Written lesson plans will be available for a substitute teacher to use.
2. The Board agrees at all times to keep the school reasonably equipped and maintained.
3. The Board recognizes that proper equipment and supplies are necessary tools for teaching. The parties agree to confer from time to time for the purpose of improving the selection and use of equipment and supplies; and the Board agrees to consider all joint decisions of its representative and the Association as soon as possible.
4. Teachers shall be involved in the selection of textbooks and teaching materials.
5. The Board, in setting school curriculum, agrees to provide a textbook for each pupil in courses or subject areas where a basic textbook is used.
6. The Board will attempt to provide reasonable budgets for materials and supplies to enable bargaining unit members to implement the educational program and curriculum adopted by the Board of Education.

#### F. General Teaching Conditions

1. A reasonable effort will be made to secure a substitute for each teacher who is absent, including teachers of physical education, music, art, and library.
2. The use of bargaining unit members for the purpose of substituting for absent bargaining unit members shall be discouraged.
3. Bargaining unit members shall not be required to work under unsafe or hazardous conditions nor to perform tasks which endanger their health, safety or well-being. The building principal will decide in consultation with the Association Representatives when these conditions exist.

4. Staff meetings shall be scheduled once each month. Notification of the days of said meetings shall be given at least one (1) week in advance.
  - a. Bargaining unit members shall have an opportunity to submit agenda items to the principal for discussion and/or action at the meeting up to three (3) days prior to the meeting.
  - b. Other staff meetings may be scheduled in the same manner as above if the building principal, after consultation with the Association Representatives, considers them necessary.
  - c. Emergency meetings may be scheduled as needed.
  - d. Adjournment of scheduled meetings shall not exceed 5 p.m. Staff meetings shall not be held prior to the beginning of the school day, except in an emergency situation, as determined by the principal in consultation with the building Association Representatives.
5. Once a bargaining unit member has reported unavailability for work, it is the Administration's responsibility to procure a substitute. For conferences and Personal Days, a bargaining unit member shall notify or remind the principal five (5) working days prior to the anticipated day of absence.
6. The following will apply to Spring and Fall parent-teacher conferences:
  - a. In the elementary school, there will be parent conferences scheduled at least two (2) times per year in each building. The teacher will issue a written student evaluation/reports at least three (3) times per year.
  - b. In the Middle and High School, a report card will be issued approximately at the end of each of the first nine (9) weeks of each semester as well as at the end of the semester. The bargaining unit members agree to report any significant change in the student's progress or failure in writing to the Principal at the end of the fourth week of each semester and at such other times as may be determined by the teacher.

- c. Elementary teachers shall schedule their own parent teacher conferences twice a year within a two week period.
  - d. Kindergarten teachers will have a soft start to their school year by attending in smaller groups for a shortened period of time, not less than two and one-half (2.5) hours on the first day of school.
  - e. It is the expectation that all Kindergarten teachers will conduct one (1) Parent Learning Night in lieu of scheduling an open house for parents at the beginning of the school year.
  - f. During conference weeks elementary special area teachers shall provide all teachers with a schedule of their available parent teacher conference times which shall equal a minimum of eight hours of time spread over at least three different options of time.
  - g. Middle school and high school shared staff shall have their conference times proportionately divided between their buildings and shall give their administrators a schedule of their conference locations.
7. Clerical assistance will be provided for teachers.
8. Special Education teachers and Social Workers shall be released up to two (2) hours per day, no more than three (3) times during the school year, to complete Medicaid documentation.

#### G. Academic Freedom

The parties seek to educate young people in the democratic tradition to foster a recognition of individual freedom and social responsibility; to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights; and to instill appreciation of the values of individual personality. It is recognized that these democratic values can best be transmitted in an atmosphere which is free from censorship and artificial restraints upon free inquiry and learning, and in which academic freedom for teacher and student is encouraged.

1. The teacher should be acting within his/her certified area and within the curriculum.

2. The teacher should discuss the issue and the planned approach that he/she feels might be controversial with his/her immediate supervisor.
3. The teacher should realize that teaching in an elementary or a secondary school places special responsibility upon the teacher to carefully consider the maturity level of the student and the special circumstances that surround the teacher/student learning relationship.
4. If an issue is presented that the teacher feels might be controversial, it shall be the responsibility of the teacher to have all sides presented.

### **Article 9 - School Improvement**

The Board, Administration, teachers and Association recognize the necessity of maintaining ongoing district-wide school improvement plans and the importance of quality educational services as a fundamental priority and shared goal of the parties.

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

To the extent any proposed element of the District's school improvement plan conflicts with the terms of the master agreement, the identified provisions will be subject to negotiations between the parties. Any amendments to the Agreement will be subject to ratification by the parties.

### **Article 10 - Assignments**

- A. All bargaining unit members shall be given notice of their tentative assignment for the forthcoming year by July 1. Bargaining unit members shall be notified in writing when changes in assignment are made after July 1.
  1. In addition, maintenance services shall be provided to move any equipment and/or supplies required in the new assignment.



- B. Any assignment in addition to the normal teaching schedule, such as summer school courses and the extra-duty assignments enumerated in Appendix B shall not be obligatory, but shall be with the bargaining unit member's consent.
  - 1. Qualified bargaining unit members shall be given preference for such assignments before personnel from outside of the bargaining unit are employed.
  - 2. Should such assignment require a teaching certificate, the unit member shall be assigned in accordance with section A of this Article.

**Article 11 – Vacancies and Promotions**

- A. For purposes of this Agreement, a vacancy shall be defined as a newly created position or a position which is presently unfilled and for which there is no unit member with a contractual right to return.
- B. Whenever a permanent vacancy shall occur within the bargaining unit, the Superintendent shall within five (5) working days of Board action, post notice of same on bulletin boards in all teacher workrooms and provide a copy of such posting to the Association President.
  - 1. No vacancy shall be permanently filled until such vacancy has been posted for at least ten (10) working days unless mutually agreed to by the Association president.
  - 2. Working days shall mean days when school is in session except that during the summer month's working days shall mean Monday through Friday excluding holidays.
    - a. Bargaining unit members with specific interests in vacancies which may occur during the summer months, will notify the Superintendent of their interests in writing during the last regular week of school and shall include a summer address.
    - b. Should a vacancy occur, the bargaining unit members who have expressed interest in said position or a similar position shall be notified of the vacancy through school e-mail.

- c. The bargaining unit members so notified shall have the responsibility of contacting the Superintendent's office to indicate their interest in said position within ten (10) days of the postmark.
- C. A bargaining unit member shall apply for a vacancy within the bargaining unit by submitting a written application to the Superintendent.
- D. The Board declares its support of the principle of filling vacancies in supervisory positions from within its own teaching staff.
- E. Vacancies which occur in administrative or supervisory positions shall be posted as provided herein.
  - 1. Any qualified unit member may apply for such position by submitting a written application to the Superintendent.
  - 2. The Board will give consideration to qualified applicants from within the bargaining unit.
  - 3. The determination of appointments to positions under this Section rests solely with the Board of Education and is not subject to the grievance procedure.
- F. The Board shall notify bargaining unit members who have applied for any vacancy as to which applicant has been selected to fill a posted position. In addition, the Association President will be notified of the same.
- G. A request by a bargaining unit member for transfer to a different class, building or position shall be made in writing, one copy of which shall be filed with the Superintendent and one copy shall be filed with the Association. The application shall set forth the reasons for transfer and the school, grade or position sought.
- H. Any bargaining unit member who shall be transferred to an administrative or executive position and shall later return to the bargaining unit shall be entitled to retain such rights as he/she may have had under this Agreement prior to such transfer.
- I. The Board recognizes the contribution that bargaining unit members can make in the selection of building level administrators. It is hereby agreed that the Board shall involve bargaining unit members in the selection of a new building level administrator according to the following procedure

except when the need arises to alter this procedure, in which case the Association President shall be notified and be provided with an explanation for the necessary alteration as well as the procedure which will be followed. Need shall be determined by the Board.

1. A joint committee of three (3) bargaining unit members and three (3) administrators shall do the initial interviewing.
  2. Bargaining unit members shall be chosen from any bargaining unit by the Association in accordance with its procedures.
  3. Initial qualifications for the position shall be established by the Board in accordance with its policies and procedures.
  4. In the absence of consensus, a majority vote of the joint committee shall determine the status of a candidate at each step in the process. The Superintendent shall be notified of a tie vote.
  5. The committee shall interview candidates and recommend not more than six (6) to the Superintendent for final consideration.
  6. The Superintendent shall recommend a candidate(s) for hire to the Board of Education. He/she shall notify the committee of his/her decision.
  7. The Board may elect to utilize the committee process or other means of soliciting recommendations for other administrative positions outside of the building.
- J. The Board and the Association discourage resignations during the school year and agree that they should be tendered only in extreme situations.

#### **Article 12 - Selection for Appendix B Positions**

- A. Should a vacancy occur in any athletic position as enumerated in Appendix B of this Agreement, such vacancy shall be posted in accordance with the provisions of Article 11.
1. Qualified bargaining unit members shall be given preference for such positions before personnel from outside of the bargaining unit are employed.

2. Coaching personnel shall be evaluated at the end of their respective season(s) by the Athletic Director and/or the building principal.
  - a. Evaluations shall be conducted in accordance with the provisions outlined in the Haslett Athletic Handbook.
  - b. The criteria for evaluation shall be established and mutually agreed upon by the Athletic Director, principal and the coaches.
  - c. Should a coach's performance be less than satisfactory, the bargaining unit member will be provided with written notification of any alleged deficiencies; the expected correction; and a reasonable period for correction.
  - d. Any coach who is dismissed from a coaching position shall be notified in writing by the Athletic Director as to the reasons for such dismissal. The coach shall have the right to appeal dismissal with the Superintendent who shall meet with the coach in an effort to resolve the matter. If the matter is not satisfactorily resolved, the coach shall have the right to a hearing with the Board of Education which will make the final decision as to the coach's status. At his/her option, the coach shall have the right to have a representative of the Association present.
3. Coaches shall be compensated in accordance with the salary schedule set forth in Appendix B of this Agreement.

### **Article 13 - Seniority**

#### A. Seniority

1. New employees hired into the unit shall be considered as probationary employees as prescribed by the Tenure Act.
2. The term seniority as hereinafter used shall be the length of continuous service with the Haslett Board of Education in positions that require teacher certification. Seniority rights for those outside of the bargaining unit are limited to Administrators.

3. The Board shall develop a seniority list and make the appropriate revisions each semester. The Association President shall receive a copy of the same. A copy of the seniority list shall be posted in each building by October 15 of each year. Any objections to the accuracy of the posted list must be filed within thirty (30) days of posting.
  - a. The unit member's seniority date shall be his/her last date of hire and seniority shall accrue with the first day of work.
  - b. Days worked in any extra-curricular position shall neither accrue seniority nor establish a date of hire.
  - c. Leaves of absence granted pursuant to this Agreement shall not constitute an interruption in continuous employment and seniority shall continue to accrue.
  - d. A bargaining unit member who has been laid off, whether in full or in part, shall accrue seniority as if he/she were employed full time.
  - e. A bargaining unit member who works less than full time shall accrue seniority as if he/she were employed full time.
  - f. Credit given for teaching experience in other school districts shall not be considered for the purposes of accumulating seniority, but shall serve to reduce the probationary period in accordance with the provisions of the Tenure Act.
- B. Any unit member who is employed in a position other than as a classroom teacher shall not have tenure in such position, but upon satisfactory completion of the probationary period, all certificated personnel holding such positions will be granted continuing tenure as classroom teachers.

#### **Article 14 - Leaves of Absence**

##### A. Paid Leaves of Absence

##### 1. Sick Leave

At the beginning of each school year, each bargaining unit member shall be credited with ten (10) days of sick leave the unused portion of which shall accumulate to a maximum of one hundred and eighty (180) days.

- a. The bargaining unit member may use all or any portion of his sick leave to recover from his own illness or disability.
  - b. The bargaining unit member may use up to ten (10) days each year for illness in the immediate family. Immediate family shall be defined as spouse, children, parents, siblings and any person residing as part of the immediate household. The Superintendent may, at his discretion, extend the period of the leave with the additional days being deducted from accumulated sick leave days.
  - c. Bargaining unit members are expected to return to school at the beginning of each school year before the annual allotment of ten (10) days will be credited to their sick leave accumulation. A bargaining unit member who is unable to return to work at the beginning of a school year due to illness and/or disability shall have leave time charged to his sick leave accumulation.
2. Bargaining unit members may exchange sick leave days in order to prevent loss of income to a bargaining unit member because of a lengthy illness or disability.
- a. Bargaining unit members shall be eligible to draw on the sick leave exchange when they have been ill or disabled for six (6) consecutive working days.
  - b. The Board reserves the right to request a doctor's certification of illness or disability in appropriate cases.
  - c. A bargaining unit member who has exhausted all of his accumulated sick leave and personal leave shall be entitled to draw from the sick leave bank in order to satisfy the waiting period for long term disability insurance. Upon satisfaction of said waiting period, the bargaining unit member shall not be eligible for leave from the sick leave bank, but shall be qualified for long term disability benefits.
  - d. Other implementation procedures shall be mutually agreed upon between the Association President and the Superintendent.

### 3. Personal Days

At the beginning of each school year, each bargaining unit member shall be credited with two (2) days of Personal Days leave the unused portion of which shall accumulate to a maximum of five (5) days.

- a. Bargaining unit members who have accumulated more than three personal leave days at the end of the school year, shall have said days credited to their sick leave accumulation before receiving the personal day allotment for the next school year.
- b. A bargaining unit member shall notify his immediate supervisor (using the personal day form) at least one (1) week in advance of using personal leave except in cases of emergency when shorter notice will be acceptable. If less than a week's (five school days) notice is given, then the District has the right of refusal provided the request is for a non-emergency situation.
- c. If personal days requested on any given day exceed five (5) requests at elementary buildings; or eight (8) requests at HMS or HHS, the Administrator will review the requests for that day with the Association. The Administrator may refuse said requests beyond the allowable number if the requested number of personal days causes an undue hardship on the District (i.e., sub availability).
- d. Personal leave shall not be taken on the workday immediately preceding or immediately following a holiday or vacation period or the first and last instructional day of the school year. Bargaining Unit Members may not use more than three (3) personal days consecutively. Friday and Monday are considered consecutive days. The superintendent may, at his/her discretion, extend the number of consecutive days taken.
- e. The Superintendent may, at his discretion, extend the personal leave period provided that such extensions shall not exceed the amount of accrued sick leave.
- f. The Personal Leave Form is attached hereto as Appendix F.

4. The bargaining unit member may use up to five (5) days for any death in the immediate family. Immediate family shall be defined as spouse, children and parents. The bargaining unit member may use up to three (3) days for the death of mother-in-law, father-in-law, siblings, grandparents, grandchildren and corresponding in-laws. The Superintendent may, at his discretion, extend the funeral leave period provided that such extension shall not exceed the amount of accrued sick leave.
5. A leave of absence shall be granted when a teacher is called for jury duty. The teacher shall be compensated at his regular rate of pay provided he remits any amounts received as a juror less any mileage.
6. A bargaining unit member, who is called as a witness for the Board in any case connected with the bargaining unit member's employment or the school, shall be granted leave without loss of salary and/or time. Whenever the bargaining unit member is subpoenaed to attend any other proceeding, the bargaining unit member shall be limited to one (1) day with pay. This provision shall not apply when a bargaining unit member sues the Board.
7. Upon approval of the Superintendent, a bargaining unit member shall be entitled to one (1) day each year for the purpose of visiting other schools.
8. For the purposes of any paid leave under this Article, a part-time teacher's day shall be defined as his/her working day or a portion thereof.
9. References to "day" (sick days, Personal Days, etc.) shall be equated to an individual's day, as defined by their work schedule. A day shall be individually defined as the normal working day for a particular individual at that particular time. Days shall not be recomputed when a person's contract changes from part-time to full-time or vice-versa. Although the length of day may vary, the number of days will not.
10. Absence for any other cause on the part of the bargaining unit member shall result in the loss of the appropriate percentage of the total contracted salary for each day of absence.



11. Sabbatical Leave

Tenured bargaining unit members who possess a valid certificate and who have been employed for seven (7) consecutive years by the Board and without a prior sabbatical or other compensated professional leave of absence during the six (6) years of employment immediately preceding the proposed leave, may be granted a sabbatical leave.

- a. Any bargaining unit member desiring a sabbatical leave shall file an application with the committee on forms provided by the committee and shall fully furnish the information requested to complete the form. Applications must be submitted to the committee by June 1 in the school year preceding the leave.
- b. A leave may be granted for one (1) year, one (1) semester, or one (1) ten (10) week term. The total sabbatical leave time per year shall not exceed the equivalent of one full-time bargaining unit member.
- c. The following are the only reasons for granting sabbatical leaves:
  - (1) Study, thesis work, etc., for which university credit is given;
  - (2) Graduate work which shall be 400 level courses or above;
  - (3) Study related to the needs of the school district as determined by the selection committee;
  - (4) Curriculum work; and
  - (5) Development of a particular or unique program within a building or department.
- d. Bargaining unit members who are granted a sabbatical leave shall furnish an outline and brief explanation of what they hope will be accomplished and how Haslett Public Schools will benefit.

- e. Bargaining unit members on sabbatical leave shall be paid one-half (1/2) of their scheduled salary plus full fringe benefits. Extra-duty pay shall not be included in the above.
- f. Bargaining unit members who are granted a sabbatical leave shall remain in the employ of the Haslett Public Schools for a minimum of two (2) additional years beyond the ending date of the leave unless they are willing to repay all monies obtained during the sabbatical.
- g. A bargaining unit member granted such leave shall advance on the salary schedule by the same number of steps the bargaining unit member would have had he/she been on the staff in the Haslett School District.
- h. There shall be a sabbatical leave committee consisting of six (6) members, three (3) appointed by the president of the HEA and three (3) administrators appointed by the Superintendent. They shall select a chairperson. Committee members shall serve for two (2) years, at the end of which time they may be reappointed or replaced.
- i. The committee shall review all applications and make recommendations to the Superintendent. The committee shall vote by secret ballot on each application. In case of a tie, both recommendations shall be forwarded to the Superintendent.
- j. The Superintendent shall receive and act upon the recommendations of the committee. In the event the Superintendent should refuse or fail to approve the nominee or nominees of the committee, his/her decision shall not be subject to the grievance procedure. The Board will be informed by the Superintendent of all actions taken regarding sabbatical leave.
- k. Upon completion of the leave, satisfactory evidence of successful completion of the goals specified in the outline shall be furnished to the Superintendent. Should the material furnished be deemed unsatisfactory, it shall be considered just cause for requiring the bargaining unit member to repay to the Board all of the monies obtained during the leave. The Superintendent shall ask the committee for a recommendation regarding those outcomes he/she considers unsatisfactory. Serious illness or accident,

duly verified by a licensed physician shall constitute good reason for waiving the above.

B. Unpaid Leaves of Absence

1. Any bargaining unit member whose personal illness or disability extends beyond the period compensated in section A-1 of this Article may be granted an unpaid leave of absence for such time as is necessary for complete recovery from such illness or disability or for one (1) year whichever is lesser.
2. In the event a bargaining unit member becomes unable to perform because of medical reasons arising from whatever cause, such bargaining unit member may be placed on leave up to one (1) year in accordance with Article V, Section 2 of the Michigan Teachers Tenure Act, provided that such bargaining unit member is afforded full procedural rights under Article IV, section 4 of the Act. Upon return from said leave, the bargaining unit member shall provide the Board with written medical certification from a mutually accepted physician that s/he is able to return to work.
3. An unpaid leave of absence for up to one (1) year shall be granted upon written application from the bargaining unit member for the purpose of childcare.
  - a. The period of the leave shall commence no later than thirty (30) days from the date of receipt of the written leave request. In the event of an emergency and upon request, the period of the leave may commence immediately. Whenever possible, the bargaining unit member should consider requesting a leave period which coincides with the end of a semester.
  - b. The period of leave for an adoptive parent shall commence with the entry of an order by the probate court awarding custody to the adoptive parent.
4. An unpaid leave of absence for up to one (1) year may be granted upon written application from the bargaining unit member for the purpose of study at an accredited college or university in a field reasonably related to the unit member's professional responsibilities.

5. An unpaid leave of absence for up to one (1) year may be granted upon written application from the bargaining unit member for the purpose of study, travel, research or a special teaching assignment which enhances the professional growth of the bargaining unit member.
6. An unpaid leave of absence for up to one (1) year may be granted upon written application from the bargaining unit member in cases where illness or death in the family requires the bargaining unit member's absence for periods beyond that provided for in the sick leave provisions of this Article.
7. The Board may grant an unpaid leave of absence for any reason upon written application from the bargaining unit member.

C. General Leave Provisions

1. The Board may extend any leave of absence upon written application from the bargaining unit member.
2. Upon return from an unpaid leave of absence, the bargaining unit member shall be reinstated to a bargaining unit position for which he/she is certified and qualified.
3. Upon return from an unpaid leave of absence, the bargaining unit member shall resume all rights and benefits under this Agreement.
4. Upon return from an unpaid leave of absence which was less than a full school year, the bargaining unit member shall be advanced to the next step of the salary schedule provided that he/she completed or completes a full semester of work in the year in which the leave was taken.
5. The bargaining unit member shall provide the Board with written notice of his/her intent to return from an unpaid leave of absence at least thirty (30) calendar days prior to the end of the last semester of the leave.

Should the bargaining unit member fail to provide this notice, such failure shall constitute voluntary resignation from employment.

6. It is agreed that the time limits as set forth in section 5 above, may be adjusted for a bargaining unit member granted medical leave under the terms of section B-1 and B-2 of this Article.

7. Bargaining unit members shall exercise professional judgment regarding absences from work, whatever the reason.
8. Bargaining unit members shall be charged in increments of .5 and/or full day for leave time used.

For less than .5 absences, a unit member shall not have such leave time deducted if class coverage is voluntarily provided by qualified employee(s) of the district. If a member is paid for the sub time, then the absence will be deducted in .5 day minimum increments.

#### **Article 15 – Workers’ Disability Compensation**

- A. A bargaining unit member who is absent due to an illness or injury which is compensable under the Workers’ Disability Compensation Act shall be considered to be on paid leave and shall not have such of absence charged against his/her accumulated sick leave when the duration of the absence has not qualified the bargaining unit member for payments under the Act.
- B. If a bargaining unit member is entitled to workers’ disability compensation and is penalized by reaching the cap imposed by workers’ compensation guidelines, the District shall allow the employee to make up the salary difference using sick leave time so that his/her pay is 66 2/3 percent of gross or 80 percent of his/her regular net pay for a period of up to 12 months.

#### **Article 16 - Protection of Bargaining Unit Members**

- A. Bargaining unit members are expected to comply with reasonable rules, regulations, and directions adopted by the Board or its representatives which are not inconsistent with the provisions of this Agreement.
- B. The Association recognizes that abuses of sick leave or other leaves, chronic tardiness or absences, willful deficiencies in professional performance, or other violations of discipline reflect adversely upon the profession and create undesirable conditions in the school building.
- C. The bargaining unit member shall at all times be entitled, upon request, to have a representative of the Association present when he/she is being investigated, reprimanded, warned, or disciplined for any infraction of rules or delinquency in professional performance.

1. When a request for such representation is made, no action shall be taken with respect to the bargaining unit member until an Association Representative is present. The time shall be arrived at by mutual agreement.
  2. Said bargaining unit member and said Association Representative shall not be expected to leave their normal teaching assignments for this meeting.
- D. The Board recognizes its responsibility to continue to give administrative backing and support to its staff, although each bargaining unit member bears the primary responsibility for maintaining proper control and discipline in the classroom.
1. Bargaining unit members recognize that all disciplinary actions and methods, invoked by them shall be reasonable and just and in accordance with established Board policy.
  2. It shall be the responsibility of the bargaining unit member to report to his/her principal the name of any student who, in his/her opinion, needs particular assistance from skilled personnel. The bargaining unit member shall, upon request, be advised by the principal of the disposition of the bargaining unit member's report that a particular student needs such assistance.
- E. Any case of assault by or upon a bargaining unit member which has its inception in a school-centered problem shall be reported immediately to the Board or its designated representative.
1. In the event of such an assault, the bargaining unit member may request the assistance of the Board in such matters. These requests shall be made to the Board, or its designate, who shall make a determination as to whether the conduct of the bargaining unit member making such request, justifies any assistance from the Board, and the extent thereof. The decision of the Board, or its designate, shall be final.
  2. The Board will provide legal counsel to advise the bargaining unit member of his/her rights and obligations with respect to such assault, and shall render all reasonable assistance to the bargaining unit member in connection with handling of the incident by law enforcement and judicial authorities if it determines that the bargaining unit member has acted within the scope of Board policy.

- F. If any bargaining unit member is complained against or sued by reason of disciplinary action taken by the bargaining unit member against a student, the Board, after review of the case and its determination that the bargaining unit member has acted within the scope of Board policy, shall provide support to the bargaining unit member in his/her defense.
- G. Time lost by a bargaining unit member in connection with any incident mentioned in this Article, which is not compensable under workers' disability compensation, shall not be charged against the bargaining unit member unless judged responsible by a court of competent jurisdiction.

### **Article 17 - Curriculum Participation and Professional Development**

- A. The Haslett Coordinating Council shall consist of bargaining unit members representing their departments or committees as outlined in the HCC Guidelines.
- B. Professional development shall be the responsibility of the teacher, the school district administration at the building and district levels and will be set forth in Appendix C (calendar). The procedure, definition, timelines and parameters for completion of professional development requirements are provided in Appendix H, which is entitled "Haslett Professional Development."

If a teacher is absent from the planned district/building professional development activities, the number of hours missed must be made up according to the language outlined in the Professional Development Make-Up Procedure. See Appendix H.

- C. Major curriculum reviews shall be studied through the departments and/or committees reporting to HCC.
  - 1. The Administration commits itself to maintain a balance between released time and time after school for extensive committee work. The difference between released time and after school hours shall not exceed three (3) hours.
  - 2. There shall be an annual stipend for chairpersons of curriculum committees (see attached schedule B). Under the model of continuous improvement:
    - a. The Chairperson's annual responsibilities shall include but not be limited to: conducting meetings, writing minutes and summaries, compiling reports and recommendations, being a liaison between buildings, submitting proposals for

textbook orders, reporting to the HCC, the Board and the Superintendent, and working with the administrator in charge.

- b. The Chairperson shall receive secretarial assistance upon request from the administrator in charge.
- 3. Additional released time for the chairperson may be mutually arranged between the Curriculum Review Committee Chairperson and the administrator in charge.
- D. As part of their professional responsibilities, bargaining unit members agree to participate in committees designed to evaluate and improve curriculum.

In the event committee membership is not completed through the voluntary process, the Superintendent or a designee may appoint the remaining members. No bargaining unit member will be involuntarily appointed more frequently than once in each three (3) year period.

#### **Article 18 - Conference Fund**

- A. The Board shall provide a conference budget of \$25,000 to be administered by the executives of the HEA.

For the 2013-2014 school year only, the Board will NOT provide the HEA with additional funds to support the conference fund.

For every \$5.00 increase in the per diem substitute teacher rate beyond \$75.00 a day, the conference budget will be increased by \$500.00.

- B. The cost of substitutes (minus FICA and MPERS) used to replace teachers attending conferences shall be deducted from the conference budget.
- C. Should the conference fund be depleted in any year, a bargaining unit member may, at his/her option, use personal leave to attend conferences in which case, the provisions governing personal leave shall apply. It is understood that a bargaining unit member who uses a business day to attend a conference shall bear the cost of conference fees and expenses.
- D. It is expressly understood that these monies are not to be used for conferences sponsored by the MEA or NEA. However, a bargaining unit member may apply to attend a conference sponsored by the MEA or NEA



provided that no conference funds are requested. These conferences (MEA-NEA) will be jointly agreed to by the President of the HEA and the Superintendent.

- E. The Superintendent reserves the right to limit the number of bargaining unit members attending any one (1) conference during the school week to two (2) per building per conference. The Association's conference representative may request a meeting with the Superintendent, but the Superintendent's decision is final.

### **Article 19 - Professional Compensation/Longevity**

- A. The basic salaries of bargaining unit members shall be as set forth in Appendix A which is attached to and incorporated in this Agreement. Said salaries shall remain in effect for the term of this Agreement.
- B. Part-time bargaining unit members will be paid a fraction equal to the ratio of the number of classes they are assigned to the total number a teacher normally teaches at their level.
- C. Upon employment with the District, bargaining unit members may be given up to ten (10) years of credit on the salary schedule for years of outside teaching experience in a school district accredited by a recognized accrediting agency.
- D. Bargaining unit members shall be paid salary in twenty-one (21) equal installments, but may, at their option, elect to be paid in twenty-six (26) equal installments. The bargaining unit member's election once made shall not be subject to change during the school year. When a payday would otherwise occur during a holiday period, bargaining unit members will be paid on the last working day preceding the holiday period, except for the break at Christmas/New Year's. All employee bargaining members' salaries shall be directly deposited into an employee designated account to ensure confidentiality.
- E. Bargaining unit members, whether full or part time, shall advance on the salary schedule at the beginning of each year. Teachers hired during the first semester will advance in the fall to the next level. Teachers hired mid-year and after shall remain on that step the following year, after which they will advance every year in the fall.

- F. Credit for hours which will qualify a bargaining unit member for lateral advancement on the salary schedule shall be granted provided:
1. The hours are taken from an accredited institution.
  2. The hours are related to the bargaining unit member's certification or assignment or such hours are part of a program for an additional education-related degree or certification.
  3. Proposed hours which do not meet the standards set forth in sections 1 and 2 shall be submitted to the Superintendent for prior approval.
- G. Upon qualification for additional salary due to an advanced degree or additional hours, a unit member shall be advanced to the appropriate new salary schedule at the beginning of each semester.
1. In order to qualify for advancement on the salary schedule, the bargaining unit member will provide the Superintendent's office with supporting documentation prior to September 30 and January 30 each year. Written confirmation that the bargaining unit member has completed said hours and/or degree from the college registrar shall be deemed sufficient documentation.
  2. A bargaining unit member who submits the necessary documentation in accordance with section 1 above, shall be paid retroactive to the first day of the semester in question.
  3. A bargaining unit member who submits the necessary documentation after September 30 and/or after January 30 shall not be entitled to retroactive pay, but shall qualify with the first pay of the next semester.
- H. If by mutual consent a teacher shall teach an extra period assignment which results in the forfeiture of his/her conference/preparation period as set forth in Article 8 of the Master Agreement, the parties agree that such teacher shall be compensated an additional 20 percent (20%) of salary at the High School level and an additional 15 percent at the Middle School level based upon a 6.5 period teaching day for the duration of said extra period assignment. It is understood that a teacher who teaches an extra period assignment will devote time equivalent to the normal conference/preparation period either before and/or after the instructional day.

- I. Bargaining unit members involved in extra-duty assignments as enumerated in Appendix B which is attached to and incorporated in this Agreement shall be compensated in accordance with the provisions thereof.
- J. Bargaining unit members required in the course of their work to drive personal automobiles shall receive the IRS allowance as of July 1 and January 1 for travel within and outside the school district, provided they receive prior written approval. Bargaining unit members who travel regularly shall receive approval and reimbursement on a semester basis.
- K. Longevity pay shall be given to bargaining unit members upon completion of their 13<sup>th</sup> year and beyond, and shall be included in the 21<sup>st</sup> payroll check for that school year. The longevity amounts shall increase at the percentage salary increase each year. Eight (8) of those teaching years shall have been in the Haslett Public Schools.

**Longevity Schedule**

Longevity: 2013-2014

- \$2338 after 13-14 years
- \$2601 after 15-19 years
- \$2863 after 20-24 years
- \$3389 after 25-29 years
- \$4177 after 30 years and beyond

For the 2013-2014 school year ONLY there will be a one-time payment of \$250 for any member not increasing steps and not eligible for longevity in the 2013-2014 school year.

The parties agree that longevity payments are part of the bargaining unit member's earned salary. Therefore, the Board agrees to continue to report longevity as salary for retirement purposes.

- L. In the event of a verified overpayment in salary or benefits under the terms of this Agreement, the teacher will make prompt repayment to the District. In the event the teacher fails to make the repayment, the District may payroll deduct the overpayment as a condition of this contract pursuant to the authority set forth in MCL 408.477.
- M. The time required under the Tenure Act by teachers in an Individualized Development Plan, or the Revised School Code by new teachers with mentors or by new teachers in professional development activities, will not require supplemental salary compensation.

- N. In the event that the 2013-2014 blended FTE pupil membership, as determined by the 2013-2014 audited and MDE approved blended pupil membership (for appropriations under the State School Aid Act) exceeds 2724, the District shall remit off-schedule compensation to bargaining unit members as follows:
1. For each blended FTE pupil that exceeds 2724, 55% of the per pupil foundation allowance attributable to each such additional pupil shall form the aggregate amount for distribution.
  2. From that aggregate amount will be subtracted all District MPERS and FICA costs attributable to the aggregate amount.
  3. From that aggregate amount will be subtracted any additional medical insurance cost in excess of 5% as measured by the difference between the 2012-2013 and the 2013-2014 medical insurance premium rate.
  4. The resulting net amount will be distributed in equal shares to all full-time bargaining unit members (less deductions required by law) on the second payroll in April, 2014. Part-time bargaining unit members shall receive a pro-rated share based upon the relationship of their assignment to that of a full-time bargaining unit position. For purposes of this paragraph, full-time shall be defined as members who work 100% or more.
  5. The above amount, if realized, is a one time off-schedule payment for the 2013-2014 school year and is limited exclusively to that school year. The above formula is likewise restricted to the 2013-2014 school year and shall not have application to any prior or succeeding school year.
- O. In the event that the District's per pupil foundation allowance, per pupil best practice incentive and any other State per pupil allowance for the fiscal year beginning July 1, 2013 exceeds \$7,000.00, the District shall remit off-schedule compensation to bargaining unit members as follows:
1. For each audited and MDE approved blended pupil (as established on the Fall 2013 membership count day for appropriations under the State Aid Act) 55% of the amount over \$7,000.00 shall form the aggregate amount.

2. From that aggregate amount will be subtracted 55% of the amount of any reduction in per pupil foundation allowance, per pupil best practice incentive or other State per pupil allowance incurred by the District for the fiscal year commencing on July 1, 2013. These reductions would include (without limitation) executive orders and pro-rations. The resulting amount will be the adjusted aggregate amount.
3. From the adjusted aggregate amount will be subtracted all District MPERS and FICA costs attributable to the adjusted aggregate amount.
4. The resulting net amount will be distributed in equal shares to all full-time bargaining unit members (less deductions required by law) on the first regular payroll in June 2014. Part-time bargaining unit members shall receive a pro-rated share based upon the relationship of their assignment to that of a full-time bargaining unit position. For purposes of this paragraph, full-time shall be defined as members who work 100% or more.
5. The above amount, if realized, is a one time off-schedule payment for the 2013-2014 school year and is limited exclusively to that school year. The above formula is likewise restricted to the 2013-2014 school year and shall not have application to any prior or succeeding school year.

### **Article 20 - Retirement**

- A. For bargaining unit members employed by the school district for twelve (12) or more years wishing to retire, the Board will pay \$700 per year of service for up to 15 years of service. The bargaining unit member must agree to become an annuitant of the Michigan School Employees Retirement Fund.
- B. In return for years of service to the Haslett Public Schools, the Board agrees to pay \$105 per year of service to bargaining unit members upon retirement provided such bargaining unit members have been employed by the school district for twelve (12) years or more. Retirement shall be interpreted to mean leaving the service of the Haslett Public Schools and becoming an annuitant of either the Michigan Public Employees Retirement Fund, Social Security, or both.
- C. Bargaining unit members shall be employed with the Board for twelve (12) or more consecutive years in order to receive the benefits in sections A and B above.

For purposes of sections A and B, it is understood that leaves of absence and periods of layoff shall not serve to interrupt consecutive years of service nor shall such periods be credited as time served under section A or B above. For purposes of section C, an interruption in consecutive years of service shall be defined as the termination of the employment relationship by either party.

Substitute service will not be credited as time served under Sections A and B above.

- D. 1. Any bargaining unit member who submits an unconditional and irrevocable written resignation to the District on or before 4 p.m. on the Friday of the second full week in April (Friday after returning from spring break) shall be entitled to receive a one-time payment of One Thousand Two Hundred Dollars (\$1,200) (less employee FICA, tax withholding and other legally required deductions).

Any bargaining unit member who submits an unconditional and irrevocable written resignation to the District on or before 4:00 p.m. on the last day of the first semester of the school year shall be entitled to receive a one-time payment of one-thousand seven hundred dollars (\$1,700) (less employee FICA, tax withholding and other legally required deductions).

2. Resignations submitted under this section must be signed by the teacher, signify the date on which the resignation is submitted, and designate the effective date of the resignation as the last teacher work day of the school year in which the resignation occurs. This last day would include any extended days due to school cancellations due to inclement weather or any other unforeseen conditions causing an extension of the school year.
3. Benefits will be paid in a lump sum according to requirements of the Board of Education and Association mutually approved special pay plan(s) and no later than July 31 in the fiscal year following the unit member's resignation, subject to the limitations of the plan(s).
- E. Benefits will be paid in a lump sum according to requirements of the Board of Education approved special pay plan(s) and no later than July 31 in the fiscal year following the unit member's retirement, subject to the limitations of the plan(s). Such special pay plan(s) shall be implemented only upon mutual agreement between the Board and the Association and are subject to Internal Revenue Service tax codes and regulations.

**Article 21 - Insurance**

- A. The Board shall provide as determined by the Master Agreement, the bargaining unit member and his/her immediate family (as applicable), a MESSA PAK for a full twelve (12) month period.
- B. Full time bargaining unit members not electing MESSA PAK Plan A will select MESSA PAK Plan B.

For the period commencing August 16, 2013 through December 31, 2013, the coverage shall be as follows:

<p>1.    <b><u>PAK A</u></b> LTD: 66 2/3%, \$4,000 120 CDMF Delta Dental Class I: 100% Class II: 90% Class III: 90% Annual Max: \$1000 Class IV: 75%, Lifetime Max \$1200 \$15,000 Life Insurance Vision Care, VSP 2 Choices II \$10/20 Rx Co-Pay \$200/\$400 Deductible \$20/\$25/\$50 Office Visit Co-Pay AI Rider Remove XVA2 Rider</p>	<p><b><u>PAK B</u></b> LTD: 66 2/3%, \$4,000 120 CDMF Delta Dental Plan Class I: 100% Class II: 90% Class III: 90% Annual Max: \$1000 Class IV: 75%, Lifetime Max \$1200 \$20,000 Life Insurance Vision Care, VSP 2 \$275 per month in cash under a qualified Cafeteria Plan</p>
--	--

Beginning November 1, 2011, employees who are eligible for benefits as defined above and elect not to participate in the district's health insurance plan shall be entitled to a monthly cash payment of \$275 per month.

For the period commencing January 1, 2014, the coverage shall be as follows:

- |   |  |
|---|--|
| <p>1.     <b><u>PAK A</u></b><br/> LTD: 66 2/3%, Max \$4,000<br/> 120 CDMF<br/> Delta Dental<br/> Class I: 100%<br/> Class II: 90%<br/> Class III: 90%<br/> Annual Max: \$1000<br/> Class IV: 75%,<br/> Lifetime Max \$1200<br/> \$15,000 Life Insurance<br/> Vision Care, VSP 2<br/> ABC Plan 1<br/> OV copay; UC copay; ER copay – N/A<br/> ABC RX<br/> AI Rider<br/> Remove XVA2 Rider</p> | <p><b><u>PAK B</u></b><br/> LTD: 66 2/3%, Max \$4,000<br/> 120 CDMF<br/> Delta Dental Plan<br/> Class I: 100%<br/> Class II: 90%<br/> Class III: 90%<br/> Annual Max: \$1000<br/> Class IV: 75%,<br/> Lifetime Max \$1200<br/> \$20,000 Life Insurance<br/> Vision Care, VSP 2<br/> \$275 per month in cash<br/> under a qualified Cafeteria<br/> Plan</p> |
|---|--|

\$1250/\$2500 in-network deductible (\$2500/\$5000 out-of network deductible) or the deductible minimum for a health benefits plan to comply with HSA eligibility, as determined by the Internal Revenue Service (IRS). In the event that the IRS increases the minimum deductible amount, the above stated deductible shall be adjusted to that amount. However, no increase in the minimum deductible shall result in the District exceeding the spending limitations contained in Publicly Funded Health Insurance Contribution Act (2011 Public Act 152) or any successor enactment.

On January 1, 2014 the District shall deposit an amount equal to \$200 less than the annual in-network deductible amount for single subscribers and \$400 less than the annual in-network deductible amount for two-person and full-family subscribers into a Health Savings Account (HSA) for each bargaining unit member who enrolls in MESSA ABC Plan 1. Provided, however, if a bargaining unit member has enrolled in MESSA ABC Plan 1 and is ineligible to receive the HSA contribution specified above due to limitations established by the Internal Revenue Service, the above amount that he/she would otherwise be eligible to receive shall be paid directly to the bargaining unit member as an off-schedule payment. The District's deductible HSA contribution for new bargaining unit members shall be prorated based on the beginning date of employment. The District's deductible HSA contribution for bargaining unit members that change enrollment from PAK B to PAK A because of a qualifying event, as defined by the Plan, shall be prorated based on the effective date of the change in coverage.



Employees who are eligible for benefits as defined above and elect not to participate in the district's health insurance plan shall be entitled to a monthly cash payment of \$275 per month.

2. Those bargaining unit members enrolled in Plan B with a spouse employed by the District may use the monthly allocation under Plan B to offset any payroll deductions made pursuant to section H of this Article.
- C. Bargaining unit members who are employed less than full-time shall receive the appropriate pro-rated share of Board-paid benefits in Plan A or Plan B.
1. The bargaining unit member may have the difference between the premiums paid by the Board and the cost of his insurance program payroll deducted.
  2. The proportional amount that the unit member is entitled to receive shall be equal to that fraction of the regular day for which he has been contracted to work.
- D. A bargaining unit member who is on an unpaid leave of absence and/or layoff status may continue his fringe benefit coverage's for up to one (1) year through the Board by paying the group premium(s) in advance.
- E. A bargaining unit member who is absent due to an injury incurred during the course of his employment shall be entitled to fringe benefit coverage for a period of up to one (1) year at Board expense. Thereafter, the bargaining unit member may continue his insurance benefit coverage through the Board by paying the group premium(s) in advance.
- F. A bargaining unit member who has qualified for long term disability shall be entitled to health insurance coverage by exchanging his/her own accumulated sick days or, sick bank days if his/her accumulated sick leave has been exhausted, for up to one (1) year or twelve (12) months after the Board and/or MESSA's obligation to pay said premium has expired. Thereafter, the bargaining unit member may continue his/her health insurance coverage through the Board by paying the group premium in advance.
- G. Should a husband and wife both be employed in a bargaining unit position, one will be eligible to select Plan A and the other will be eligible to select Plan B or, in the case of part-time employment in accordance with Section C of this Article.

- H. All bargaining unit members will pay 20% of the premium cost for medical insurance coverage provided for by the employer. This premium cost contribution shall apply to medical insurance only and shall not apply to any of the following other insurance protections: LTD, dental, life, vision. All employee contributions are part of the employer's cafeteria benefit plan are not subject to tax. All employee contributions will be deducted as a condition of the Master Agreement.
- I. Once the bargaining unit member has designated insurance coverage, it shall not be altered except as may be required due to a change in family status, marital status and/or economic status, until the next open enrollment period.

### **Article 22 - Miscellaneous Provisions**

- A. This Agreement shall supersede any rules, regulations, practices or policies of the Board pertaining to mandatory subjects of bargaining which shall be contrary to or inconsistent with its terms.
- B. All individual teacher contracts shall be made expressly subject to the terms of this Agreement.
- C. Should any provision or application of this Agreement be found contrary to law, then such provision or application shall not be deemed valid except to the extent that it is permitted by law. All other provisions or applications shall continue in full force and effect.
- D. Copies of the Agreement shall be produced at the mutual expense of the Board and the Association and presented to all teachers now employed or hereinafter employed by the Board.
- E. In the event the Board receives an application or written inquiry regarding a Public School Academy, the Association President will be notified within five (5) working days of the contract. Upon request of the Association President, copies of any application or correspondence shall be provided.
- F. An emergency manager appointed under the Local Financial Stability and Choice Act is authorized to exercise powers as provided in the Local Financial Stability and Choice Act, 2012 Public Act 436.

**Article 23 - Duration of Agreement**

This Agreement shall be effective August 16, 2013 and shall remain in effect until June 30, 2016. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

**INGHAM-CLINTON EDUCATION  
ASSOCIATION/ HASLETT EDUCATION  
ASSOCIATION, MEA/NEA**

**HASLETT PUBLIC SCHOOLS  
BOARD OF EDUCATION**

By \_\_\_\_\_  
Freya Weberman, Uniserv Director

By \_\_\_\_\_  
Its President

By \_\_\_\_\_  
President, HEA-MEA/NEA

By \_\_\_\_\_  
Superintendent

By \_\_\_\_\_  
Member Negotiating Team

By \_\_\_\_\_  
Chairperson Negotiating Team

**Appendix A-SALARY SCHEDULE**

**2013-2014: (Wages - 0%, Salary Steps - ½, Appendix B - ½ Step)**

STEP	BA	BA+16	MA/BA+37	MA+16
1	36,238	36,564	38,070	38,487
1.5	36,945	37,443	38,821	39,448
2	37,651	38,322	39,571	40,409
2.5	38,528	39,200	40,450	41,326
3	39,404	40,078	41,329	42,243
3.5	40,532	41,203	42,623	43,455
4	41,660	42,328	43,917	44,666
4.5	42,915	43,457	45,211	45,876
5	44,169	44,585	46,504	47,086
5.5	45,254	45,836	47,757	48,381
6	46,338	47,086	49,010	49,676
6.5	47,509	48,297	50,302	50,928
7	48,680	49,508	51,594	52,179
7.5	49,805	50,803	52,805	53,432
8	50,929	52,097	54,016	54,685
8.5	52,305	53,348	55,227	55,941
9	53,681	54,599	56,438	57,197
9.5	55,145	56,146	58,067	58,780
10	56,609	57,693	59,695	60,362
10.5	56,609	57,693	61,030	61,819
11	56,609	57,693	62,365	63,276
11.5	56,609	57,693	63,956	64,783
12	56,609	57,693	65,546	66,289
12+	56,609	57,693	65,546	66,289

Hours are semester hours.

Teachers having 30 semester hours above MA or a PhD or a Specialist Degree shall receive \$400.00 additional per year.

## **2014-2015**

Bargaining unit members will not advance steps and shall not receive longevity pay until a full salary and insurance agreement is ratified for the 2014-15 school year. The parties agree that they will meet prior to May 1, 2014 to begin negotiations for salary and insurance provisions for the 2014-2015 school year. If the agreement is not ratified before September 1, 2014, the District will not pay more than 80% of the health insurance premium cost it paid for each member during the 2013-14 fiscal year. Any additional health insurance cost incurred by the District between July 1, 2014 and August 31, 2014 will be subtracted from the HEA share of any incentive dollars agreed upon in the 2014-15 wage and insurance agreement.

## **2015-2016**

Bargaining unit members will not advance steps and shall not receive longevity pay until a full salary and insurance agreement is ratified for the 2015-16 school year. The parties agree that they will meet prior to May 1, 2015 to begin negotiations for salary and insurance provisions for the 2015-2016 school year. If the agreement is not ratified before September 1, 2015, the District will not pay more than 80% of the health insurance premium cost it paid for each member during the 2014-15 fiscal year. Any additional health insurance cost incurred by the district between July 1, 2015 and August 31, 2015 will be subtracted from the HEA share of any incentive dollars agreed upon in the 2015-16 wage and insurance agreement.

## **Appendix B - EXTRA DUTY SALARY SCHEDULE**

A. For the term of this Agreement, the extra-duty positions will be paid on a percentage of the unit member's current step which represents the bargaining unit member's number of years of experience acquired in that position and will be based upon the BA schedule incorporated herein. It is agreed that no bargaining unit member's compensation shall be reduced as a result of implementing the salary schedules which follow.

1. The listing of a position will not imply that such position will be filled each year.

2. **ATHLETICS**

*Football*

Head	11
Assistant	8

*Swimming*

Head	8
Assistant	6

*Basketball*

Head	11
Assistant	8

*Wrestling*

Head	11
Assistant	8

*Baseball*

Head	8
Assistant	6

*Soccer*

Head	8
Assistant	6

*Track*

Head	8
Assistant	6

*Golf*

Head	8
------	---

<u>Tennis</u>	
Head	8
Assistant	6
<u>Gymnastics</u>	
Head	8
Assistant	6
<u>Softball</u>	
Head	8
Assistant	6
<u>Cross Country</u>	
Head	8
Assistant	6
<u>Volleyball</u>	
Head	8
Assistant	6
<u>Hockey</u>	
Head	8
Assistant	6
<u>Middle School</u>	
All Sports	5
Activities Coordinator	2.5 Each Season
<u>Cheerleading</u>	
High School	8
Junior Varsity	6
9th Grade	3
3.	<u>MUSIC</u>
High School Band	8
Middle School Band	6
High School Choir Director	8 (3 choirs)
Middle School Choir Director	6
Middle School Select Ensemble	2
Instrumental (PIT) Director/Theater	2

Choral Director Musical	4
Jazz/Pep Band -full year	4
Color Guard	2
H.S. Theater Director	6 (Each Occurrence)
H.S. Musical Director	10
H.S. Chorale	6
H.S. Women's select	6
H.S. Additional Choirs	2

B. The following positions will be paid on a percentage of step one of the BA pay scale.

	<u>Percent</u>
<u>High School Class Advisors</u>	
Freshman (2 positions)	2 each
Sophomore (2 positions)	3.5 each
Junior (2 positions)	3.5 each
Senior (2 positions)	2 each
<u>Student Council</u>	
Elementary	2
Middle School	2
High School	3
Middle School Yearbook	4
Middle School PALS	2
High School Yearbook	6
M.S. Theater Director	4
Elementary Fifth Grade Camp	.5 per night
Elementary 5 <sup>th</sup> Grade Camp Coordinator	.5 per night and \$300
High School Newspaper	4
Elementary Safety Patrol	2
High School Quiz Bowl Advisor (2 positions)	4 each
High School Diversity Club	3 each
National Honor Society High School	2 each
Elementary Student Mediation Coordinator	3
High School PAL Program	2
Academic Clubs approved by Supt.	2 each



Middle School Quiz Bowl Club Advisor	2
Middle School Science Olympiad Coordinator	4
High School Science Olympiad Coordinator	4
High School Athletic Club	5 (One Semester)

C. The following positions will be paid on an hourly basis:

1. Homebound and summer school instructors shall be compensated at a rate of \$25.09 per hour for 2012-13 and match Appendix A salary increase in succeeding years.
2. Teachers who are employed in the summer school program shall be compensated for one-quarter (1/4) of an hour of planning time for every 55-60 minutes of student instruction. The foregoing shall not apply to teachers of Driver Education.
3. The Band Director will be paid for Summer Band Camp at the summer school hourly rate up to a maximum of eight (8) hours for any day worked.
4. Each building will have an “active” department chair for each of the four core curriculum areas – Mathematics, Language Arts, Social Studies and Science.

The District may have, as needed, K-12 department chairs for World Language, Physical Education/Health, Music, Art, and Technology.

Each department chair will be responsible for:

- Facilitating building meetings a minimum of three times per year.
- Reporting to building staff at staff meetings
- Attending district meetings and presenting at HCC to the Board of Education, upon request.
- Networking with county and state organizations.
- Attending either a state or national conference.
- Analyzing MEAP or other assessment data annually, as needed.
- Meeting with Administrative department chair and building principal as needed.

Department chairs will be compensated annually as follows:

Core Curriculum Areas for Haslett High School and  
Haslett Middle School - \$800

Murphy, Ralya and Wilkshire - \$800

K-12 District Areas: World Language, PE/Health, Music, Art and  
Technology - \$800

- D. Compensation for a bargaining unit member attaining National Board Certification shall be five percent (5%) of their own salary. The District shall share equally with the bargaining unit member the cost to attain National Board Certification upon completion.
- E. Compensation for Leadership Team chairperson at each building shall be five hundred (\$500) dollars per designated chairperson. It shall be the administration's responsibility to designate the leadership team chairperson in each building.

**Appendix C – K-12 DISTRICT CALENDARS**

**2013-2014**

<b>AUG</b>					1	2	3	
	4	5	6	7	8	9	10	
	11	12	13	14	15	16	17	
	18	19	20	21	22	23	24	
	25	<b>26</b>	<b>27</b>	<b>28</b>	29	30	31	<b>Aug 26-28 Professionals Report for Duty</b>
<b>SEPT</b>	1	<b>2</b>	3	4	5	6	7	<b>Sept 3 Classes Begin – Full Day</b>
	8	9	10	11	12	13	14	
	15	16	17	18	19	20	21	
	22	23	24	25	26	27	28	
<b>OCT</b>	29	30	1	2	3	4	5	
	6	7	8	9	10	11	12	
	13	14	15	16	17	18	19	
	20	21	22	23	24	25	26	
<b>NOV</b>	27	28	29	30	31	1	2	
	3	4	5	6	7	8	9	
	10	11	12	13	14	15	16	
	17	18	19	20	21	22	23	
	24	25	26	<b>27</b>	<b>28</b>	<b>29</b>	30	<b>Nov 27-29 Thanksgiving Recess</b>
<b>DEC</b>	1	2	3	4	5	6	7	<b>Dec 2 Classes Resume</b>
	8	9	10	11	12	13	14	
	15	16	17	18	19	20	21	
	22	<b>23</b>	<b>24</b>	<b>25</b>	<b>26</b>	<b>27</b>	28	<b>Dec 23-Jan 3 Winter Recess</b>
<b>JAN</b>	29	<b>30</b>	<b>31</b>	1	2	3	4	
	5	6	7	8	9	10	11	<b>Jan 6 Classes Resume</b>
	12	13	14	15	16	17	18	
	19	<b>20</b>	21	22	23	24	25	<b>Jan 20 MLK Day (No School)</b>
<b>FEB</b>	26	27	28	29	30	31	1	
	2	3	4	5	6	7	8	
	9	10	11	12	13	14	15	
	16	<b>17</b>	18	19	20	21	22	<b>Feb 17 President's Day (No School)</b>
<b>MAR</b>	23	24	25	26	27	28	1	
	2	3	4	5	6	7	8	
	9	10	11	12	13	14	15	
	16	17	18	19	20	21	22	
	23	24	25	26	27	28	29	
<b>APR</b>	30	31	1	2	3	4	5	<b>April 4-April 11 Spring Recess (No School)</b>
	6	7	8	9	10	11	12	
	13	14	15	16	17	18	19	<b>Apr 14 Classes Resume</b>
	20	21	22	23	24	25	26	

<b>MAY</b>	27	28	29	30	1	2	3	
	4	5	6	7	8	9	10	
	11	12	13	14	15	16	17	
	18	19	20	21	22	23	24	
	25	<b>26</b>	27	28	29	30	31	<b>May 26</b> Memorial Day (No School)
<b>JUN</b>	1	2	3	4	5	6	7	<b>June 1</b> Graduation (Breslin Center)
	8	9	10	11	12	13	14	<b>June 6</b> Last Day of School (Partial Day)
	15	16	17	18	19	20	21	
	22	23	24	25	26	27	28	
	29	30						

177 Student Days

180 Teacher Work Days

18 Hours of After-School Professional Development

The parties, if necessary, will meet to readjust the calendar in the event of a labor dispute involving another bargaining unit which results in closing on a scheduled day of instruction.

Days designated for the make-up of cancelled days will begin on the next weekday after the last scheduled day of school.

Teachers new to the District will report no more than two (2) days prior to the first teacher work day in any year with no additional compensation.

**2014-2015**

<b>AUG</b>						1	2	
	3	4	5	6	7	8	9	
	10	11	12	13	14	15	16	
	17	18	19	20	21	22	23	
	24	<b>25</b>	<b>26</b>	<b>27</b>	28	29	30	<b>Aug 25-27 Professionals Report for Duty</b>
<b>SEPT</b>	31	1	2	3	4	5	6	<b>Sept 2 Classes Begin – Full Day</b>
	7	8	9	10	11	12	13	
	14	15	16	17	18	19	20	
	21	22	23	24	25	26	27	
<b>OCT</b>	28	29	30	1	2	3	4	
	5	6	7	8	9	10	11	
	12	13	14	15	16	17	18	
	19	20	21	22	23	24	25	
<b>NOV</b>	26	27	28	29	30	31	1	
	2	3	4	5	6	7	8	
	9	10	11	12	13	14	15	
	16	17	18	19	20	21	22	
	23	24	25	<b>26</b>	<b>27</b>	<b>28</b>	29	<b>Nov 26-28 Thanksgiving Recess</b>
<b>DEC</b>	30	1	2	3	4	5	6	<b>Dec 1 Classes Resume</b>
	7	8	9	10	11	12	13	
	14	15	16	17	18	19	20	
	21	<b>22</b>	<b>23</b>	<b>24</b>	<b>25</b>	<b>26</b>	27	<b>Dec 22-Jan 2 Winter Recess</b>
<b>JAN</b>	28	<b>29</b>	<b>30</b>	<b>31</b>	1	2	3	
	4	5	6	7	8	9	10	<b>Jan 5 Classes Resume</b>
	11	12	13	14	15	16	17	
	18	<b>19</b>	20	21	22	23	24	<b>Jan 19 MLK Day (No School)</b>
	25	26	27	28	29	30	31	
<b>FEB</b>	1	2	3	4	5	6	7	
	8	9	10	11	12	13	14	
	15	<b>16</b>	17	18	19	20	21	<b>Feb 16 President's Day (No School)</b>
	22	23	24	25	26	27	28	
<b>MAR</b>	1	2	3	4	5	6	7	
	8	9	10	11	12	13	14	
	15	16	17	18	19	20	21	
	22	23	24	25	26	27	28	
<b>APR</b>	29	30	31	1	2	3	4	<b>April 3-April 10 Spring Recess (No School)</b>
	5	6	7	8	9	10	11	
	12	13	14	15	16	17	18	<b>Apr 13 Classes Resume</b>
	19	20	21	22	23	24	25	
<b>MAY</b>	26	27	28	29	30	1	2	
	3	4	5	6	7	8	9	

	10	11	12	13	14	15	16	
	17	18	19	20	21	22	23	
	24	<b>25</b>	26	27	28	29	30	<b>May 25</b> Memorial Day (No School)
<b>JUN</b>	31	1	2	3	4	5	6	<b>May 31</b> Graduation (Breslin Center)
	7	8	9	10	11	12	13	<b>June 5</b> Last Day of School (Partial Day)
	14	15	16	17	18	19	20	
	21	22	23	24	25	26	27	
	28	29	30					

177 Student Days

180 Teacher Work Days

18 Hours of After-School Professional Development

The parties, if necessary, will meet to readjust the calendar in the event of a labor dispute involving another bargaining unit which results in closing on a scheduled day of instruction.

Days designated for the make-up of cancelled days will begin on the next weekday after the last scheduled day of school.

Teachers new to the District will report no more than two (2) days prior to the first teacher work day in any year with no additional compensation.

**2015-2016**

<b>AUG</b>							1	
	2	3	4	5	6	7	8	
	9	10	11	12	13	14	15	
	16	17	18	19	20	21	22	
	23	24	25	26	27	28	29	
<b>SEPT</b>	30	31	1	2	3	4	5	<b>Aug 31-Sept 2 Professionals Report for Duty</b>
	6	7	8	9	10	11	12	<b>Sept 8 Classes Begin – Full Day</b>
	13	14	15	16	17	18	19	
	20	21	22	23	24	25	26	
<b>OCT</b>	27	28	29	30	1	2	3	
	4	5	6	7	8	9	10	
	11	12	13	14	15	16	17	
	18	19	20	21	22	23	24	
	25	26	27	28	29	30	31	
<b>NOV</b>	1	2	3	4	5	6	7	
	8	9	10	11	12	13	14	
	15	16	17	18	19	20	21	
	22	23	24	25	26	27	28	<b>Nov 25-27 Thanksgiving Recess</b>
<b>DEC</b>	29	30	1	2	3	4	5	<b>Nov 30 Classes Resume</b>
	6	7	8	9	10	11	12	
	13	14	15	16	17	18	19	
	20	21	22	23	24	25	26	<b>Dec 21-Jan 1 Winter Recess</b>
<b>JAN</b>	27	28	29	30	31	1	2	
	3	4	5	6	7	8	9	<b>Jan 4 Classes Resume</b>
	10	11	12	13	14	15	16	
	17	18	19	20	21	22	23	<b>Jan 18 MLK Day (No School)</b>
	24	25	26	27	28	29	30	
<b>FEB</b>	31	1	2	3	4	5	6	
	7	8	9	10	11	12	13	
	14	15	16	17	18	19	20	<b>Feb 15 President's Day (No School)</b>
	21	22	23	24	25	26	27	
<b>MAR</b>	28	29	1	2	3	4	5	
	6	7	8	9	10	11	12	
	13	14	15	16	17	18	19	
	20	21	22	23	24	25	26	
<b>APR</b>	27	28	29	30	31	1	2	<b>April 1-April 8 Spring Recess (No School)</b>
	3	4	5	6	7	8	9	
	10	11	12	13	14	15	16	<b>Apr 11 Classes Resume</b>
	17	18	19	20	21	22	23	
	24	25	26	27	28	29	30	
<b>MAY</b>	1	2	3	4	5	6	7	

	8	9	10	11	12	13	14	
	15	16	17	18	19	20	21	
	22	23	24	25	26	27	28	
<b>JUN</b>	29	30	31	1	2	3	4	<b>May 30</b> Memorial Day (No School)
	5	6	7	8	9	10	11	<b>June 5</b> Graduation (Breslin Center)
	12	13	14	15	16	17	18	<b>June 10</b> Last Day of School (Partial Day)
	19	20	21	22	23	24	25	
	26	27	28	29	30			

177 Student Days

180 Teacher Work Days

18 Hours of After-School Professional Development

The parties, if necessary, will meet to readjust the calendar in the event of a labor dispute involving another bargaining unit which results in closing on a scheduled day of instruction.

Days designated for the make-up of cancelled days will begin on the next weekday after the last scheduled day of school.

Teachers new to the District will report no more than two (2) days prior to the first teacher work day in any year with no additional compensation.



**Appendix D - GRIEVANCE REPORT FORM**

Grievance # \_\_\_\_\_

School Year \_\_\_\_\_

Distribution of Form:

Principal

Teacher

Superintendent

Association

Board of Education Level 3

---

**LEVEL ONE A** (10 days) Oral Discussion with Supervisor

Date \_\_\_\_\_

**LEVEL ONE B** (3 days)

Date alleged grievance occurred: \_\_\_\_\_

Statement of grievance and synopsis of fact: \_\_\_\_\_

\_\_\_\_\_

Sections or sub-sections of contract, or Board Personnel Policies alleged to have been violated: \_\_\_\_\_

\_\_\_\_\_

Relief Sought: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Grievant

Decision of immediate supervisory (5 days): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Immediate Supervisor

**LEVEL TWO** (5 Days)

Date filed with Superintendent: \_\_\_\_\_

Date of discussion with Superintendent (arranged for within five days): \_\_\_\_\_

Decision of Superintendent (5 days:) \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Superintendent

**LEVEL THREE** (15 days)

Date submitted to arbitration: \_\_\_\_\_

**Appendix E - PERSONAL LEAVE FORM**

Name \_\_\_\_\_

Date \_\_\_\_\_

This is to notify the Board that I plan to be absent from work for personal reasons on the following date(s):

This form must be submitted to my immediate supervisor at least one week in advance of using personal leave. If less than a week (five school days) notice is given, then the District has the right of refusal, provided the request is for a non-emergency situation.

\_\_\_\_\_  
Employee's Signature

-----  
Date Received: \_\_\_\_\_

Immediate Supervisor: \_\_\_\_\_  
Signature

-----  
**FOR BUSINESS OFFICE USE ONLY**

# of Days Accumulated: \_\_\_\_\_

# of Days Used: \_\_\_\_\_

# of Days Remaining: \_\_\_\_\_

**FILL OUT IN DUPLICATE AND RETURN TO IMMEDIATE SUPERVISOR.**

## **Appendix F – Professional Development Guidelines**

### **Haslett Professional Development**

#### **Name of Professional**

The Michigan Department of Education Code guidelines must be followed. All of the following code questions are contained within the definition found below.

1. Does the planned PD serve the purpose of increasing student learning?
2. Does the planned PD align with your school improvement plan?
3. Is your PD planned, ongoing and intensive?
4. Does the District in some way, such as time or cost, support this activity?

**Definition of Professional Development (PD):** Professional Development in Haslett will increase student learning and align with the District and/or building school improvement plan. It is planned, ongoing and intensive and is supported by the District as paid professional time (36 hours).

#### **Timelines and Parameters:**

- PD shall be at least one (1) hour in duration.
- Self-directed PD shall be no longer than six (6) hours (outside of instructional day).
- District/Building-directed PD (3 days prior to the school year) shall be no longer than eighteen (18) hours.

No later than the first September staff meeting, twelve (12) of the building's hours shall be established by the Administration with input from the Association following the criteria below:

- Six hours by utilizing after school increments not to exceed two (2) hours in duration and beginning within thirty (30) minutes from the end of the school day.
- Six hours of staff meetings. (Note: The May meeting is dedicated to Common Writing, which will not count for PD.)

The deadline for submitting the initial self-directed plan is October 1<sup>st</sup>. These plans may be modified after the deadline with administrative approval, and the deadline to resubmit shall be no later than November 1<sup>st</sup>. Summer PD timelines are established based on the District's fiscal year (July 1-June 30).

Paying the conference and/or class fees are the responsibility of the professional.

#### **Ideas for Professional Development:**

- Grade Level Meetings/Department Work only with prior approval of a building administrator, and work must support school improvement goals or new curriculum. Agenda and minutes must be turned in to building administrator within two days of the meeting in order for hours to count for professional development.
- Administrator-Approved Work Study Group
- Focus Group
- Peer Group Study
- School Improvement Team
- Student Teacher Education Program Mentor
- Mentoring
- Workshop / Conference
- MVU Classes, Online Learning Opportunities, i.e. Learnport & ASCD, Webinars
- Credit Class
- Publication Reading and Review (Group)
- HCC School Improvement
- Initial Curriculum Development for special projects and site visits for student instructional programs.

**Haslett Professional Development**

Name: \_\_\_\_\_ Building: \_\_\_\_\_

**Six (6) Self-Directed Hours**

Professional Signature (planned): \_\_\_\_\_ Date: \_\_\_\_\_

Principal/Supervisor Signature (planned): \_\_\_\_\_ Date: \_\_\_\_\_

Professional Signature (completed): \_\_\_\_\_ Date: \_\_\_\_\_

Principal/Supervisor Signature (completed): \_\_\_\_\_ Date: \_\_\_\_\_

**To be completed by October 1:**

Proposed Activity	Proposed Date	# Proposed Hours and Time of Day

**To be completed upon fulfillment of Self-Directed hours:**

*Completed hours of Self-Directed Professional Development (6 hours).*

Completed Activity	Date	# Hours and Time of Day



**Haslett Public Schools**

**Professional Development Make-Up Procedure**

A member who is absent from scheduled professional development must make up the professional development according to the process below:

- By the end of the second school day following the member’s return to work, the member must submit a plan to the building principal or his/her designee for approval. The plan shall be submitted on the “make up” form found as an addendum in Appendix H of the Master Agreement.
- Unless mutually agreed otherwise, the “make-up” PD hours shall be completed within thirty (30) calendar days from the submission of the make-up plan. The member must submit artifacts or evidence of the completion of missed hours.
- If the member does not complete both of the above, equal hours will be deducted from their personal day account. If the member does not have enough personal time available, the balance of the hours will be deducted from the member’s accrued sick leave. In the event a member does not have enough personal or sick time, there will be loss of pay for the remaining hours.

**Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date of Missed Professional Development:** \_\_\_\_\_

**Due Date:** \_\_\_\_\_

(30 calendar

days)

**Number of Make-Up Hours:** \_\_\_\_\_

Proposed Make-Up Activity Plan	Date	# Hours and Time of Day

**Signature of Professional:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Signature of Principal/Supervisor:** \_\_\_\_\_

**Date:** \_\_\_\_\_

Completed Make-Up Activity	Date	# Hours and Time of Day

**Signature of Professional:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Signature of Principal/Supervisor:** \_\_\_\_\_

**Date:** \_\_\_\_\_

c: HEA Member  
Building AR

## **Appendix G - SICK DAY EXCHANGE GUIDELINES**

1. Any teacher, by nature of the HEA contract, is automatically a member of the Sick Day Exchange and may request days and have days taken away from them.
2. Sick Day Exchange may be used for any long-term illness of the employee, the employee's child, or spouse once the employee's own accumulated sick days and Personal Days are depleted.
3. Bargaining unit members shall be eligible to draw on the Sick Day Exchange when they (or their child or spouse) have been ill or disabled for six consecutive working days. An employee who has his or her own sick day accumulation may use sick days to get to the six consecutive working days prior to tapping into the sick bank. If an employee does not have any sick days accumulated, they are not eligible for the sick bank until they have drawn six consecutive "no pay" days.
4. When sick days are granted from the Sick Day Exchange, they are taken on a rotating basis from the teacher having the highest number of accumulated days last assessed, to the least, as needed. No one shall be assessed more than one day until all others have given up a day.
5. A medical statement from a physician is required prior to drawing from the Sick Day Exchange. The notice from the physician must indicate the date the applicant is eligible to return to work. A second opinion can be requested by the committee or the superintendent, if deemed necessary.
6. If the total number of days requested from the Sick Day Exchange in combination with the number of sick and Personal Days used for the same illness exceeds thirty (30), a review committee consisting of three administrators and three teachers (selected by the HEA president) shall determine whether more days will be granted for the illness of the employee only. No more than thirty days shall be granted for the illness of the employee's child or spouse. The majority of the committee shall rule. If there is a tie vote, the superintendent shall make the final determination.

7. Salary to be paid will be based upon the base pay of the teacher, plus any additional assignments already started or completed. Final interpretation of the pay amount, if questioned, will be left with the superintendent.
8. If an eligible member's sick exchange extends into the second contract year, the rate of pay will continue to be that of the previous year. No additional sick leave time will be earned by the teacher until he/she has worked one day. When the teacher returns to work, the current year's salary schedule will be paid beginning with the first day of work.
9. The committee will convene in the event of unusual or extenuating circumstances.
10. Teachers will not be required to donate days to the sick bank until the beginning of their second academic school year in which they are employed.

**Revised 7/01/02**

---

For the Board

---

For the Association





Haslett Public Schools

**SICK DAY EXCHANGE APPLICATION**

NAME: \_\_\_\_\_

BUILDING: \_\_\_\_\_

I wish to draw from the HEA Sick Day Exchange. I anticipate drawing \_\_\_\_\_ days.  
My accumulated sick leave expires on \_\_\_\_\_, and I wish to begin drawing from the exchange.

The medical verification for this request is (circle one response):

- (a) attached
- (b) being mailed by physician
- (c) needs to be mailed by physician
- (d) other \_\_\_\_\_

My doctor is \_\_\_\_\_

Name

\_\_\_\_\_

Address

\_\_\_\_\_

Phone

I understand that any request beyond 30 days will go to a committee made up of three teachers and three administrators. I understand that the decision of the Sick Exchange Committee is final and binding. I also understand they may request a second doctor's opinion from me.

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date

Send to: HEA Sick Bank Chairperson  
Assistant Superintendent  
Payroll

**LETTER OF AGREEMENT  
BETWEEN THE  
HASLETT PUBLIC SCHOOLS  
AND THE  
HASLETT EDUCATION ASSOCIATION, MEA/NEA**

**Re: Agency Fee Agreement**

The Board of Education of the Haslett Public Schools ("Employer") and the Haslett Education Association, MEA/NEA ("Association") enter into this Agreement pursuant to and in accordance with the terms of 2012 Public Act 349. The Employer and the Association acknowledge that 2012 Public Act 349 was not given immediate effect, thereby enabling the Employer and the Association to decide whether to enter into an agreement exempt from the prohibitions of 2012 Public Act 349 prior to the effective date of that enactment. The Employer and the Association have chosen to do so.

In exchange for and in consideration of the benefits received by both parties pursuant to the terms of this Letter of Agreement, the Employer and Association agree as follows:

1. Each Association bargaining unit member shall, as a condition of employment, on or before thirty-one (31) days from the date of commencement of his/her professional duties either join the Association and remit membership dues or pay a service fee to the Association equivalent to the amount of membership dues uniformly required of members of the Association, less any amounts not permitted by law.

An Association bargaining unit member electing to pay the service fee may object to the calculation or use of the service fee. The procedure for making such objection(s) is that officially adopted by the Association. A copy of the Association's Policy Regarding Objections to Political-Ideological Expenditures will be provided by the Association upon the request of a bargaining unit member.

The Association will certify, at least annually to the Employer, at least fifteen (15) days prior to the first date of the first payroll deduction for Association membership dues or service fees, the amount of said dues and the amount of the service fee to be deducted by the Employer, and that said service fee includes only those amounts permitted by law.

2. An Association bargaining unit member may execute a voluntary authorization for payroll deduction of Association membership dues or service fees. This authorization may be revoked by the bargaining unit member, in writing, upon fifteen (15) days written notice to the Employer and to the Association.

The Employer shall deduct 1/20 of membership dues or service fees from the regular salary checks of bargaining unit members who have authorized payroll deduction for such amounts, beginning with the second pay period in September and continuing for nineteen (19) pay periods thereafter.

Additionally, the parties specifically acknowledge and recognize that the provisions of 2012 Public Act 53, if currently operative, would preclude the Employer's ability to make voluntary deductions of union membership dues or service fees. The parties also specifically acknowledge that at the time they executed this Letter of Agreement, 2012 Public Act 53 was not operative or enforceable pursuant to a Temporary Restraining Order issued by the United States District Court for the Eastern District of Michigan in *Bailey v Callaghan*, 873 F Supp 2d 879. Should the provisions of 2012 Public Act 53 be restored to operation either by judicial order or through an enactment of a successor statute prohibiting payroll deduction of union dues and/or service fees, the Employer shall immediately discontinue all deduction of dues and service fees otherwise required by this provision.

3. In the event a bargaining unit member does not pay membership dues or service fees directly to the Association, or authorize payment of such amounts through payroll deduction, the Employer shall, according to the procedures specified below, deduct the amount of the service fee from the bargaining unit member's wages and remit the same to the Association, according to the following procedures:

- A. The Association shall notify the bargaining unit member of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for wage deduction may be filed with the Employer in the event that compliance is not effected.
- B. If the bargaining unit member fails to remit the service fee or authorize payroll deduction of the service fee, the Association may request the Board to make such deduction pursuant to the provisions of this section.
- C. The Employer, upon receipt of request for involuntary deduction, shall provide the bargaining unit member with an opportunity for a due process hearing. This hearing shall address the question of whether or not the bargaining unit member has remitted the service fee to the Association or has authorized payroll deduction of that amount.

It is specifically acknowledged and agreed that the Employer shall have no role, other than as specified above, in the enforcement of the agency shop obligation created by this Letter of Agreement.

4. With respect to all membership dues and agency fees deducted by the Employer pursuant to this Agreement, the Employer agrees to promptly disburse said sums directly to the Association. The Association will provide the Employer with the name and address of the Association official designated by the Association to receive such funds.

5. Consistent with the Guidelines on Discrimination Because of Religion issued by the Equal Employment Opportunity Commission, when an employee's religious practices do not permit compliance with the agency shop provisions of this Letter of Agreement, the Association will accommodate that employee by not requiring him/her to become a member of the Association and by instead permitting him/her to donate a sum equivalent to membership dues to a charitable organization.

6. Nothing in this Agreement shall be interpreted or applied to require payroll deduction of employee contributions to political action or other similar funds of the Association or its affiliates.

7. The Association agrees to promptly notify the Employer in the event of a court order, an order of an administrative agency, or an arbitration award which is rendered and which restricts the Association from implementing its agency fee objection policy or from charging or allocating any of the Association's expenditures to bargaining unit members who choose not to maintain membership in the Association. In the event of the entry of such an order or arbitration award, the Employer shall have the right to immediately suspend payroll deduction of Association service fees.

8. The Association agrees to defend the Employer (including its Board of Education, trustees, administrative employees, and agents) in any claim or suit brought against each or any of them regarding the Employer's enforcement and implementation of the terms of this Letter of Agreement. Further, the Association agrees to indemnify the Employer (including its Board of Education, trustees, administrative employees, and agents) for any costs, damages, fines, penalties, or attorney fees which may be assessed against each or any of them arising out of the implementation of this Letter of Agreement.

Provided, however, that the Association has the right to select legal counsel for purposes of defending any such suit or action, after consultation with the Employer. This does not prevent the Employer (including its Board of Education, trustees, administrative employees, and agents) from additionally retaining their own counsel to assist in the defense of any such claim or suit at their own expense.

The Association, in defense of any such claim or suit, has the right to compromise or settle any monetary claim made against the Employer (including its Board of Education, trustees, administrative employees, and agents) brought as a result of the implementation of this Letter of Agreement, after consultation with the Employer (including its Board of Education, trustees, administrative employees, and agents as applicable). Provided, however, that the Association shall not, without the express written consent of the Employer (including its Board of Education, trustees, administrative employees, and agents as applicable) obligate any of the persons or entities so defended to expend or commit financial resources in the settlement of such claim, or to take or refrain from any other actions.

9. In exchange for the continuation of the agency shop union security arrangement, as described in the preceding paragraphs of this Letter of Agreement, the Association has contemporaneously ratified amendments to the provisions of its collective bargaining agreement between the Employer and the Association, which modifications promote the financial stability and integrity of the Haslett Public Schools.

10. The amendments to the collective bargaining agreement referenced in ¶ 9 of this Letter of Agreement, which have been ratified by the parties concurrently with their ratification of this Letter of Agreement, shall become effective immediately upon expiration of the 2011 - 2013 Master Agreement between the parties and shall be regarded at that time as the existing terms and conditions of employment with respect to their subject matter.

The modifications to the collective bargaining agreement referenced in ¶ 9 of this Letter of Agreement shall be incorporated within the provisions of the successor collective bargaining agreement to the 2011 - 2013 Master Agreement between the Employer and the Association.

11. Those portions of this Letter of Agreement pertaining to maintenance of the agency shop form of union security, expressed in ¶¶ 1-8, shall be effective immediately upon ratification of this Letter of Agreement between the Employer and the Association, and shall continue in full force and effect until June 30, 2016, on the condition that the Association remains the exclusive collective bargaining representative until that date.

12. Should any provisions of this Letter of Agreement pertaining to continuation of the agency shop form of union security be found contrary to law by a court or administrative agency of competent jurisdiction, it is the intent of the parties that only those portion(s) found contrary to law shall be nullified and that all other provisions or portions of the provisions of this Letter of Agreement shall remain in full force and effect. The determination that any portion of this Letter of Agreement is contrary to law shall not affect the other terms of this Letter of Agreement or the terms and conditions of any unexpired collective bargaining agreement between the Employer and the Association.

13. Additionally, should any terms of this Letter of Agreement result in a denial or loss of appropriations to the Employer, or result in any penalty or other adverse financial consequence to amounts otherwise appropriated to the Employer (or that would be appropriated), such portion(s) of this Letter of Agreement shall immediately be nullified and inoperative but all other provisions or portions of this Letter of Agreement shall remain in full force and effect. The Association may elect, at its sole discretion, to reimburse the Employer for any denial or loss of appropriations or penalty or other adverse financial consequence and continue in full force and effect the provisions of this Letter of Agreement.

HASLETT PUBLIC SCHOOLS

HASLETT EDUCATION ASSOCIATION,  
MEA/NEA

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

00844503.docx

**Letter of Agreement  
Between The  
Haslett Education Association  
And  
Haslett School District**


The parties agree that all members of the HEA bargaining unit are valued and deserving of increases in wages and benefits over time. The parties also recognize that in recent times, due to reduced funding to public schools, that there has been an inability to advance members of the HEA on steps of the agreed upon salary schedule annually as desired, by both parties. Further it is recognized that when employees of the HEA are "Frozen" on steps, or agree to take "half steps" that it is not a reflection on the employees value to the School District but rather is a mutually agreed upon action taken by the parties in order to maintain the financial health of the District.

Due to the reasons stated above, the parties agree to the following conditions specific to new hires into the bargaining unit:

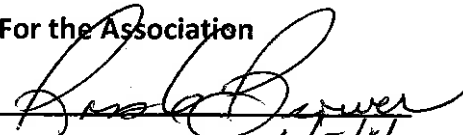
1. In the term of the current HEA agreement(2013-16), it is agreed that any new hires into positions represented by the HEA shall be placed no higher than step 5.5 of the salary schedule and in the appropriate column based upon the educational accomplishments of the new hire.
2. That no "special" arrangements will be made to enhance the financial package of new hires during the above noted conditions that are not afforded to all other members of the bargaining unit.

This agreement is reached on June 5, 2014 and expires on June 30, 2016.

For the District

  
6/5/14

For the Association

  
6/5/14