

**MASTER AGREEMENT
BETWEEN THE
HALE BOARD OF EDUCATION
AND THE
HALE FEDERATION OF TEACHERS
2013-2017**

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**ARTICLE I
RECOGNITION**

- A. This Agreement, made and entered into on this 26th day of March 2013 by and between the Board of Education of the Hale Area Schools, Hale, Michigan, hereafter referred to as the "Board" or the "Employer" and the Hale Federation of Teachers hereafter called the "Federation" or the "Union". **Contract term to be four years, from March 26, 2013 through June 30, 2017.**
- B. The Bargaining Unit shall consist of: All certified teaching personnel. Including all counselors, special education teachers, speech therapist, Title I Director, librarians, and all other professional teaching personnel. Excluded: All supervisory and executive personnel including superintendent, school principals, and all other administrative employees.
- C. Pursuant to Act 379, Public Acts of 1965, as amended, the Board hereby recognizes the Federation as the exclusive representative for the purposes of collective bargaining with respect to rates of pay, hours, and other terms and conditions of employment for the entire term of the Agreement for Hale teachers who hold valid contracts.

**ARTICLE II
FEDERATION RIGHTS AND RESPONSIBILITIES**

- A. Pursuant to Act 379 of the Public Acts of 1965, and any subsequent amendments, the Board hereby agrees that every teacher shall have the right to freely organize, join, and support the Federation for the purpose of engaging in collective bargaining or negotiations.
- B. Nothing contained herein shall be construed to deny or restrict to any teacher, rights he/she may have under the Michigan General School Laws or other laws or regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere. When an employee speaks or writes as a citizen, he shall be free from institutional censorship and discipline. It shall be the responsibility of the employee, in exercising this right, to make it clear that he speaks or writes as an individual and not on behalf of the district.
- C. The Federation agrees:
 - 1. Establishment of new positions or functions related to instruction, or work performed by persons outside the bargaining unit related to instruction, shall be negotiated with the Union before such positions may be filled or assigned salary designations.

2. The Employer agrees that with respect to hiring, working conditions, and promotion practices, neither it nor its agents shall discriminate on the basis of race, color, national origin, gender, religion, age, height, weight, marital status, health, disability, political activities, or membership or participation in the activities of the Union.
 3. The Union agrees to admit all bargaining unit members to membership without discrimination by reason of race, color, national origin, gender, religion, age, height, weight, marital status, health, disability, political activities, or prior membership or past participation in the activities of any employee organization.
 4. The Union shall have the right to investigate, at the employee's request; any **ISSUES** arising out of the employee's assignment which the employee feels may adversely affect his professional status.
- D. Any authorized representatives of HFT/AFT shall be permitted to transact official Federation business on school property at all reasonable times, provided that it does not interfere with or interrupt or affect normal school operations or assigned duties. It is the responsibility of the above-mentioned Federation representative to report to the building principal before their conference with any teacher. The Union and its representatives shall have the right to use the Hale buildings at all reasonable hours for meetings, provided that when special custodial service is required, the Employer may make a reasonable charge thereof. Such use shall require that the Union follow the established building scheduling procedures. Duly-authorized representatives of the Union shall be permitted to transact official Union business on the Hale school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.
- E. The Federation may use school facilities and equipment; including typewriters, copy machines, other duplicating equipment, including computers, printers and other technology normally available to teachers and audio-visual equipment at reasonable times, when such equipment is not otherwise in use, providing that such equipment shall not be removed from school property. Use of equipment other than that listed herein shall be with administrative approval. The Federation recognizes that all equipment in a building is ultimately the responsibility of the school principal. Federation use of school equipment will be permitted provided that:
1. Request is made and use is arranged for in advance.
 2. The use is strictly to service the legitimate business of the Federation, such as records, notices, correspondence, etc.
 3. The purpose is for internal business use of the Federation and is not for public distribution.
 4. Supplies in connection with such equipment use will be furnished or paid for by the Federation. A reasonable fee consistent with public use will be charged.
- F. Teachers will have the privilege to payroll deductions for the following items:

1. Teachers may authorize payroll deductions for annuities, and a Health Reimbursement Account which will be promptly paid to the annuity provided by the Board. ***However, the number of annuity providers shall align with Board Policy and the consortium contract.***
 2. Current authorized deductions, deducted from every regular paycheck each month beginning in September.
 3. Teachers may authorize credit union deductions, which will be promptly paid to the credit union by the Board.
- G. As a condition of the effectiveness of payroll deductions, the Federation agrees: To indemnify and save Hale Area Schools, the Board, and each individual school board member, and all administrators harmless against any and all claims, demands, costs, suits, or other forms of liability and all court and/or administrative agency costs that may arise out of, or by reason of, action taken by the Board for the purpose of complying with payroll deductions.
- H. Union Dues Check-Off
1. Upon filing with the Employer of a written authorization form for payroll deduction, signed by the employee, the Employer agrees, during the term of this Agreement and any extension or renewal thereof, to deduct union membership dues which have been levied in accordance with the Constitution and By-Laws of the Union from the pay of such employee. Individual authorization forms shall be mutually agreed upon and when executed, shall be filed by the Union with the Employer. Authorizations, once filed with the Employer, shall continue in full force and effect until revoked by the employee on a form mutually agreed upon, which form shall be filed with the Employer. The Union agrees, at least thirty (30) days prior to the beginning of each school year, to give written notification to the Employer of the amounts to be deducted in that year under such authorizations.
 2. Deductions from each paycheck shall be in the amount stipulated by the Union for the term of this Agreement, and shall commence with the first pay period of each contract year. The Employer agrees to forward such deductions, along with a list of employees from whom the deductions have been made, within one month following such deduction, to the Treasurer of the Union. The Employer shall forward to the Union a list of all employees within the bargaining unit and their assigned locations no later than September 15 of the current school year. Further, the Employer shall notify the Union of any employee in the bargaining unit entering or leaving the employment of the Employer.
- I. Union Security
- The Employer and the Union, recognizing that the benefits of the collective bargaining agreement accrue to all members of the bargaining unit, regardless of whether or not such member belongs to the Union, accept the following method designed to enable all such members of the bargaining unit to support the efforts of the bargaining agent in their behalf:

1. Within thirty (30) days after employment, or the execution of this Agreement, whichever is later, all members of the bargaining unit shall have the opportunity to join the Union and execute an authorization permitting the deduction of union dues.
 2. Any member of the bargaining unit, who has not joined the Union during such period or having joined, has not remained a member, shall immediately execute an authorization permitting deduction of a service fee which shall be a sum equal to the union dues which have been established by the Union for each school year. It is understood that the payment of such sums shall not constitute an agreement to become a member of the Union.
 3. The Employer agrees to notify all employees in the bargaining unit (those employed at the time of execution of the Agreement or its extensions or renewals, as well as new hires) of the above-stated thirty-day (30) period, the name(s) of such employee(s) and the date of employment.
 4. Failure within the above-stated thirty (30) days to deliver authorization shall constitute a basis for discharge, and the Employer agrees, upon receipt of notification from the Union that a member of the bargaining unit has failed to execute such authorization within the specified thirty (30) days, to discharge such employee within five (5) days; it being understood between the parties to this Agreement that such requirement is a condition of continued employment with the Employer.
 5. In the event an employee is dismissed for failure to tender required authorized amounts and is subsequently offered reemployment by the Employer, such unpaid amounts shall be required to be paid to the Union by the applicant as a precondition to reemployment.
 6. The Hale Federation of Teachers shall indemnify and save the Employer harmless against any and all claims, demands, suits, or judgment damages, including costs and actual attorney fees, which may arise from the implementation of this section of the Agreement.
- J. The Board shall continue to make available in each building a room to be used as a ***work room and dining area*** by teaching personnel.
- K. Disciplinary investigations, interviews, and reprimands will be conducted in private. Any of these areas will be identified before the process begins. An affected employee will have the right to a union representative in all formal and informal meetings and when such a request is made the interview will stop immediately and will not proceed until the representative is in attendance. The Employer shall have a similar right to include a representative of its choice at such a meeting. Materials shall not be gathered against an employee using methods that are arbitrary and capricious.
- L. A copy of all regular board meeting minutes shall be given to the Union President, when available, following all regular school board meetings. Agendas and when appropriate packets for all board meetings will be sent to the Union President electronically as soon as practicable.

M. The Union shall have the right to post notices of its activities and matters of Union concern on adequate bulletin boards located in mutually-agreed-upon areas of Hale School District buildings.

N. Federation Business Days

It is agreed by the Board that Hale Federation members shall be granted leave time for no more than fifteen (15) days total, with individual members using no more than four (4) days each for Federation activities. These days shall not be used for the purpose of supporting strike activities. Any substitute employee costs incurred by the District will be reimbursed to the District by the Hale Federation of Teachers. No more than two (2) members per building or no more than three (3) teachers will be gone at one time. Union will provide administration five (5) days notice and endeavor to help in substitute shortage.

ARTICLE III
BOARD RIGHTS AND RESPONSIBILITIES

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 laws and the Constitution of the State of Michigan and of the United States including, but without limiting the generality of the foregoing, the right:

1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees during the contracted days and school related activities.
2. To hire all employees and, subject to the provisions of law, to determine their qualifications, and the conditions of their continued employment, or their dismissal or demotion; and to promote and/or transfer all such employees as defined in the contract.
3. To establish or eliminate grades and courses of instruction, including special programs, and to provide for or eliminate athletic, recreational and social events for students, in discussion with the Union.
4. To approve upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature in discussion with the Union.
5. To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers and other employees with respect thereto, as well as non-teaching activities, and the terms and conditions within scope of the contract in discussion with the Union.
6. To draft job descriptions, policies, evaluation standards, and work rules not otherwise in conflict with this agreement.
7. To maintain the efficiency of the school operations; determine services to be rendered by the public school; and take actions as may be necessary to carry out the mission of the public school.
8. ***The board shall comply with all provisions of the Revised School Code, the Public Relations Act and the Michigan Teacher Tenure Act. Any***

provision of this agreement that is a prohibited subject of bargaining shall be unenforceable.

- 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, and the use of judgment and discretion in connection therewith shall be limited only by the terms of this Agreement and then only to the extent such terms hereof are in conformance with the Constitution and laws of the State of Michigan and of the United States.
- C. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under **Michigan General School Laws, Revised School Code, The Public Employment Relations Act and Teacher Tenure Act** or any other national, state, county, district or local laws or regulations as they pertain to education.
- D. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Michigan General School Laws, *Revised School Code, the Public Employment Relations Act and Teacher Tenure Act*—or any other national, state, county, district or local laws or regulations as they pertain to education.
- 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 *which is not a prohibited subject of 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.
- F. Personnel Files
 - 1. Employees shall be permitted to inspect all the contents of their personnel file. Only one central file shall exist.
 - 2. Any material not shown to an employee and initialed by him (which initialing shall signify only that the employee has read the material and not that he or she necessarily agrees with the contents) within ten (10) days after receipt shall not be permitted as evidence in any grievance or any disciplinary action against such employee.
 - 3. *All evaluations shall conform to the requirements outlined in the Revised School Code (1248-1249). In accordance with the “Bullard-Plawecki Right to Know law” the teacher may have access to his/her personnel file and may utilize the appeal procedure contained in the RSC and may attach a statement to any and all documents placed in the official personnel file by any supervisory personnel.*
 - 4. Non-attributed and non-verified statements from nonprofessional sources shall not be included in any file.
 - 5. The date of insertion, the subject, and origin of the material, shall be indicated on each item in the file.

G. Evaluations

All teachers shall be evaluated as outlined in P.A. 100, 101, and 102. The final tool will be given to Staff by September 30,

H. The district shall assign, with the consultation of the prospective mentor, a mentor teacher or coach to each teacher who is subject to the mid-year progress report and all probationary teachers. Mentor teachers shall be compensated annually per mentee at a rate of \$400. Mentor responsibilities are:

1. Must be a tenured teacher
2. Shall be in the subject field, or related field, or have had experience within the subject area if at all possible ***“and shall be an effective or highly effective teacher as defined in 1248 and 1249 of the Revised School code.”***
3. Shall make the new teacher familiar with the expectations and policies of the school system.
 - a. Routine procedures, policies and best practices
 - b. Professional organizations, curriculum alignment, technological utilization and assessment techniques
4. Shall help in the personal adjustment of the new teacher in the school, community life, and offer constructive suggestions to establish friendly relationships
5. Shall help guide the new teacher and serve as a model for building relationships with the adult personnel in the school system. Shall meet with mentee on a weekly basis to review instructional expectations and transition into the teaching roles and act as a professional critical friend.
6. Shall take part in establishing goals for the mentee during the probationary period.
7. Shall stand in the position of a friendly advisor and conduct at least (2) informal observations. The contents of these observations and subsequent thereof shall remain confidential. Release time for said observations will be arranged upon consultations with building administrator.

Compensation will be awarded based on the fulfillment of the above duties.

I. The Board of Education recognizes its responsibility to give all reasonable support and assistance with respect to the maintenance of student discipline in the school district.

If a student is referred to the administrator for discipline purposes, the student may not return to the referring teacher until the employee and administrator have discussed the situation. In the event that a snap suspension is enacted, the teacher shall complete his/her responsibilities and will receive cooperation from the principal in executing these expectations and requirements.

As per school code 380.1309: Conduct constituting suspension; action by teacher; report; supervision; conference; return by student; adoption of local policy by school board; definitions.

Sec 1309 (1) if a teacher in a public school has good reason to believe that a pupil's conduct in a class, subject or activity constitutes conduct for which the pupil may be suspended from a class, subject or activity according to the local

policy required under subsection (2) the teacher may cause the pupil to be suspended from the class, subject or activity for up to 1 full school day. The teacher shall immediately report the suspension and the reason for the suspension to the school principal and send the pupil to the school principal or the school principal's designee for appropriate action. If that action requires the continued presence of the pupil at school, the pupil will remain under appropriate supervision. As soon as possible after a suspension under this section, the teacher shall ask the parent or guardian of the pupil to attend a parent-teacher conference regarding the suspension. Whenever practicable a school counselor, school psychologist or school social worker shall attend the conference. A school administrator shall attend the conference if the teacher, parent or guardian so requests. During a suspension under this section, the pupil shall not be returned that school day to the class, subject or activity from which he or she was suspended without the concurrence of the teacher of the class, subject or activity and the school principal.

In all cases of a serious nature, such as unprovoked assault, possession of narcotics, possession of alcoholic beverages, theft, vandalism, and any other serious offense, such student shall be removed immediately from contact with the employee in question and reported to the proper authorities. Said student shall be withheld from contact with the employee in question until the authorities and the Board of Education or its representative deems an adjustment has been made.

In the event an employee is subjected to an unprovoked assault which arises out of and in the course of their employment, it shall be promptly reported to the police and Board or their designated representative. The Board will provide legal counsel to advise the employee of their rights and obligations with respect to the assault and shall render all reasonable assistance to the employee in connection with the handling of the incident by law enforcement and judicial authorities.

In the event the employee is the subject of a civil action filed by someone other than an employee of the Board of Education which arose out of and in the course of their employment, the Board will provide legal counsel and render the necessary assistance to the employee in his defense provided the employee's conduct was justified based on what a reasonable and prudent person would do in like or similar circumstances.

The employee shall be paid without loss of time, seniority, or other benefits for any injuries incurred or time lost in pursuing the legal action under this article.

ARTICLE IV TEACHING HOURS, CLASSROOMS AND ASSIGNMENTS

- A. The teacher day, start and end, can be set by the Board to fit within a window between 8:00 a.m. and 4:00 p.m. Adjustments to the workday will be made necessary to meet the requirements as set forth in the Michigan Public School

Code. No teacher will be scheduled for more than seven (7) consecutive hours to include a 35-minute duty-free lunch and no more than six (6) hours of student instruction time. The Board agrees to negotiate the impact of any changes with the Federation. Currently the normal teacher workday will begin at 8:00 a.m. and conclude at 3:25 p.m. The normal Student Day will begin at 8:10 and conclude at 3:20.

- B. Any teacher who is required by the Superintendent or Board of Education to attend a special institute or workshop shall not suffer any loss of wages as a result.
- C. Secondary teachers shall have a daily preparation period equal to a regularly scheduled class period. Secondary teachers shall have a regularly scheduled duty-free lunch period of **35** minutes each day. Middle school teachers shall have 50 minutes of daily preparation time and a **35** minute duty-free lunch period. Elementary teachers shall have a duty-free lunch period of **thirty-five (35)** minutes per day and two hundred (200) minutes of preparation time, not counting recess, per five (5) day week with at least a forty (40) minute preparation time daily. Elementary teachers will have 40 minutes of preparation time each day. Administration will diligently attempt to schedule this time in consecutive minutes of prep time. In the event that there is difficulty in attaining this goal, two representatives from the K-6 will meet prior to the teacher's record day of school to discuss potential options for the Elementary Preparation Time Schedule. In the event that consensus does not occur an additional meeting will be scheduled prior to June 30 and attendance by the Superintendent will be encouraged. If consensus still does not occur, another meeting will occur prior to July 15, and the Superintendent of Schools will attend. In the event that 40 minutes does not accommodate the schedule, each case will be addressed individually in a fair and appropriate, equitable manner **and that is not arbitrary and capricious**. All preparation time will begin on the first day with students.

Prep Time Responsibilities

Types of responsibilities to be addressed during prep time:

- Parent Communications
 - Professional Communications
 - Subject preparation
 - Assessments
 - Preparation of materials
 - **Implementation of Core Standards**
1. An employee assigned as lunch room supervisor will be paid Eighteen Dollars (\$18.00) per lunch period.
 2. When an employee is requested and agrees to supervise a class during his/her preparation or duty-free lunch period, they will be paid Eighteen Dollars (\$18.00) per period.

3. No employee will be required to accept such assignment as outlined in paragraph 1 and 2 above.
- D. **As a commitment to improving student achievement, staff will stay an additional one (1) hour, either before or after school, two (2) days per week. Meetings may consist of grade level teams, building level teams or K-12 teams, depending on the focus of each meeting. Technological training, data dissemination and instructional goals will be part of these meetings. Staff meetings called by administration will occur during this time. Staff and administration will have input in creating a survey to determine staff needs for these meetings. These surveys and student achievement data will determine the topics and agendas for these meetings.**
- E. The school calendar shall be set forth in Appendix A. Professional Development hours will be included as instructional hours per current State code. Grades will be turned in at the end of the 4th calendar day following the end of the marking period.
- F. When the district is required to reschedule pupil instructional hours to meet the requirements for full state aid, after the “Act of God” hours are used, the administration and HFT will agree on how to make up the time. Teachers are not required to report on “Act of God” days.
- G. In the event that the Board designates professional development days beyond the established school year calendar, teachers may agree to attend and shall be paid at the rate of \$70.00 per full day participation and/or \$45.00 per half day participation and all expenses shall be paid by the board.
- H. Letter of Understanding
By mutual agreement between a volunteering teacher and the building principal, a teacher may accept student supervision before or after school outside the regular work hours. Upon acceptance, the teacher's workday will be adjusted so that the workday will neither be increased nor decreased by such supervision assignment. Time will either be before or after regularly scheduled duty hours.
- I. Part Time Teachers
1. Shall receive a full step on the salary schedule.
 2. Shall receive full year-longevity.
 3. Shall be paid the full amount for extra duties.
 4. When additional duties are required outside of the regularly scheduled day, the teacher will be paid on a per diem per hour basis.
 5. Administration will attempt to schedule part time teachers in consecutive hours.
 6. Part Time teachers will have their preparation time prorated in the following manner:
Teaching:
1 Class = 1 conference period per week
2 Classes = 2 conference periods per week
3 classes = 3 conference periods per week
4 classes = 1 conference period every day
(Or>50%)

7. The insurance contribution by the district shall be proportionate to the employee's full time employment with the district, including instruction and preparation time. In lieu of payments shall also be proportionate.
8. Half-time teachers shall be evaluated by each building principal, according to the law, in each building where they work.

Because the pupil-teacher ratio is an important aspect of an effective educational program, the Board agrees that it will make a reasonable effort to stay within the maximum class sizes set forth; subject to the availability of facilities and financial resources.

1. ELEMENTARY

Kindergarten and 1 st grade	25 pupils
2 nd and 3 rd grade	25 pupils
4 th through 6 th grade	29 pupils
Split Classes	26 pupils

2. SECONDARY

English, Social Studies, General Education, Mathematics, Science, Language, Business, Art, Health Education	28 pupils
Physical Education	40 pupils
Music	35 pupils
Band	1200 pupils/week

When assigning special needs students, (those with 504 plans) to regular classrooms, the Board will exercise special consideration and attempt, where possible, to equally distribute such students among the affected classrooms. If special education students (those with IEP's are mainstreamed into the regular classrooms, the number of mainstreamed students shall be evenly distributed among the regular classrooms. Exceptions to this restriction may be made on an individual basis.

As soon as possible, but no later than the third Monday in September and the beginning of the second semester in January, any class size exceeding maximums specified above shall be brought to the attention of the Federation. At this time, the District, after consultation with the affected teacher and the Federation, will implement one or a combination of the following:

1. Hiring additional teachers
2. Creation of a combined grade classroom
3. Additional prep blocks per week
4. Full time trained paraprofessional to work with students
5. Increase supply budget
6. Extra compensated workdays for planning, grading etc.

7. Substitutes for the classroom so that the extra Parent-Teacher conference time can be made available
8. Any other solution that is mutually agreeable to the District, the affected teacher and the Federation

ARTICLE V
LEAVES OF ABSENCE

Teachers shall accrue sick leave at the rate of eleven (11) days per school year, two (2) of which may be used for personal business days. An employee, who has worked in the district less than one (1) year, however, will be credited with six (6) days of sick leave first semester after the employee has worked one day that semester, and 5 days will be credited after second semester; one (1) of which may be used for personal business during the first semester with not more than two (2) business days total during the first year of employment. At the start of each school year these days shall accumulate to a maximum of 151 days. After five (5) consecutive days of illness, the Superintendent shall require a doctor's statement of condition to return to work. If an employee anticipates using FMLA, they must notify the employer within three (3) days of starting their leave.

- A. Teachers will be entitled to the following temporary leave of absence with pay each school year:
 1. These 11 days may be used for personal illness, family illness, funerals, immediate family bereavement and include 2 personal days. No more than 2 teachers from each school shall take personal business days at one time. Permission to take personal business days shall be granted on a first come first served basis. The immediate family shall be anyone of significance in the past or present daily life of the individual.
 2. The Federation recognizes that abuse of sick leave or other leaves, chronic tardiness or absence, willful deficiencies in professional performance, or other violations of professional behavior, or violations of this Master Agreement by a teacher reflects adversely upon the teaching profession and creates undesirable conditions in the school system. Alleged breaches of professional behavior shall be reported, as soon as practical, to the offending teacher and may be reported to the Federation.
- B. **The Board agrees to provide the following as a district paid expense and not part of the district health insurance contribution. Short term disability insurance at the district determined provider which will be at a rate of 60% of the employees' weekly earning up to a maximum of \$500.00 per week and pay outs for a six month period. Payments begin after a 30 day elimination period. The District will pay LTD, not to exceed \$170.00 per individual.**
In return for the Sick Bank Provision being removed from the contract the following shall occur:

1. **Employees who contribute to the sick bank but did not use days shall have those days returned to their sick bank (this may put a member over 151 and in a one-time non-precedent setting manner). They shall have all sick days above 140 able to be brought back to the contractual level.**
 2. **An employee who contributed days to the sick bank and used more days than they contributed will NOT have their sick days returned.**
 3. **Employees who contribute sick days to the bank and used more days than they contributed shall not be eligible for any reimbursement.**
 4. **All other contributors to the sick bank who were unit members prior to July 1, 2011 and are current unit members today are eligible for a percentage of this one-time money payout equivalent to 33 sick days and substitute costs. (Approximately $\$260 + \$90 = \$350 \times 33$) This will be equally distributed among the nine eligible unit members.**
- C. Professional Growth. To encourage professional growth, a teacher who has taught three (3) or more years in the system shall be granted a leave of absence, not to exceed one (1) year, for advanced professional training. This may occur once every five (5) years. On return of the teacher, every effort will be made to reinstate the employee to their previous position.
- D. The Board and Union agree to comply with all State and Federal laws concerning military leave.
- E. A child care leave of absence, without fringe benefits, salary, or step increment, shall be granted by the Board of Education for one full school year upon written application of the teacher.
1. Teacher may request in writing to the Board of Education to be reinstated prior to the end of one (1) full school year leave, with such decision for rehiring prior to the full year period, left to the decision of the Board.
 2. Teacher shall notify the Board of Education in writing by May 1st of their leave year, of their intent to return for the coming school year.
 3. Tenure status seniority, salary schedule and increments shall remain the same as those accrued prior to leave, upon returning to the classroom.
 4. Reassignment upon return shall be made based upon the decision of the building administrator in discussion with the Union.
 5. Person on leave of absence may be affected by layoff like any other teacher.
- F. The Family Medical Leave Act of 1993 requires the employer to provide up to 12 weeks of unpaid, job-protected leave to "eligible" employees for certain family and medical reasons, as defined by that law. Employees are eligible if they have worked for the covered employer for at least one (1) year, and for 1,250 hours for the previous 12 months. The district utilizes a rolling year method of calculating the FMLA leave. A rolling year is defined as twelve (12) weeks of leave in a one (1) year period. (Further terms and conditions of this Act can be found in the U.S. Department of Labor, June 1993 Employment Standards Administration Publication).

ARTICLE VI
GRIEVANCE PROCEDURE

A. Definitions

1. A grievance is a complaint that there has been a deviation from, or the alleged misinterpretation or misapplication or that there has been a violation of any provision of this Agreement.
2. An aggrieved person shall mean any member of the bargaining unit or the union in its own behalf, making the complaint.
3. Wherever the term employee is used, it is to include any member or members of the bargaining unit.
4. Wherever the singular is used, it is to include the plural.
5. Wherever notice is used, it is meant that such be written notice to all persons concerned.
6. The term days in this article shall mean teacher duty days, except where otherwise indicated.

B. General Principles

1. A grievance may be withdrawn at any level.
2. Hearings and conferences held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present to attend. Every effort will be made to schedule hearings and conferences outside of duty hours.
3. When hearings and conferences are held during duty hours, all persons who are present at the hearing or conference pursuant to this Article whose duty hours are affected shall be excused with pay for that purpose.
4. Forms for filing and processing grievances shall be given appropriate distribution so as to facilitate the operation of the grievance procedure.
5. No decision or adjustment of a grievance shall be contrary to any provision of this Agreement ***unless by mutual agreement of the parties which necessitates the drafting of a "Letter of Understanding" to specify and define any changes or modifications to the contractual section.***
6. Failure by the employee and/or the Union at any step of this procedure to appeal a decision within the specified time limits shall be deemed an acceptance of the decision.
7. In the event the employer fails to answer a grievance within the established time limit, the grievance shall automatically proceed to the next step.
8. Any grievance initiated within the last ten (10) days of the school year will be resolved in the month of June or at the commencement of the next school year.
9. The time limits specified in this procedure may be extended in any specific instance by mutual agreement, which agreement shall be reduced to writing and signed by the parties.

C. Procedure for Adjustment of Grievance

Grievances shall be presented and adjusted in accordance with the following procedures:

1. Informal Conference
 - a. A complaint shall first be identified as a grievance issue in writing, citing the appropriate contract section or sections, and shall be discussed with the appropriate Building Supervisor/District Supervisor with the object of resolving the matter informally.
 - 1) By an employee accompanied by the appropriate Union representative.
 - 2) By the Union representative in the name of the Union accompanied by at least one complainant
 - b. In the event the matter is resolved informally and the Union representative was not present at the adjustment of the complaint, the Employee shall inform the Union of the adjustment. This shall occur within (10) working days.

2. Formal Step 1

In the event the matter is not resolved informally, the grievance, stated in writing on the form provided for such purpose, may be submitted to the Superintendent or his designee within ten (10) working days following the discovery by the aggrieved party of the act or condition which is the basis of the grievance.

- a. The grievance may be lodged and thereafter discussed with the Superintendent or his designee:
 - 1) By an employee accompanied by the appropriate Union representative.
 - 2) By the Union representative in the name of the Union accompanied by at least one complainant.
- b. Within ten (10) working days after receiving the written grievance, the Superintendent or his designee shall communicate his decision, along with his reasons therefore, in writing on the grievance form, to the Union representative, and to the aggrieved employee, if any.

3. Formal Step 2

If the grievance is not resolved in Step One, the Superintendent, the Board Committee of 3 or its designee and a representative of the Hale Federation of Teachers shall meet within one (1) week unless a longer time is mutually agreed upon between the parties (after working hours) to attempt to resolve the grievance.

If the Federation is not satisfied with the disposition of the grievance in Step Two, or if no disposition of the grievance has been made within the period above provided, the grievance may be submitted for mediation before the State of Michigan Labor Mediation Board in accordance with its rules, which shall likewise govern the mediation proceedings. The Board and the Federation shall not be permitted to assert in such proceedings any ground or to rely on any evidence not previously disclosed to the other party. Both parties agree to be bound by the recommendation of the mediator.

ARTICLE VII
PROFESSIONAL BEHAVIOR

- A. Teachers are expected to comply with rules, regulations and policies adopted by the Board or its representatives who are not inconsistent with the provisions of this Agreement.
- B. Any teacher breaking this Agreement is subject to a written reprimand within ten (10) working days of discovery, but not later than twenty (20) working days after occurrence.
Any reprimand must be made out in duplicate; one (1) copy is to go into the teacher's record and the teacher is to receive the other copy.
All reprimands will become a permanent part of the teacher's record; this will be considered in the rehiring of both non-tenured and tenured teachers.
- C. No teacher shall be disciplined or reprimanded *in a manner that is arbitrary and capricious*. All information forming the basis for disciplinary action will be made available to the teacher and to the Federation upon the written request of the teacher.
- D. The teacher accepts responsibility to strive for “**highly effective**” in teaching.
- E. Teachers are responsible for maintaining continuous high level of professional service to the welfare and benefit of the student body. Teachers, therefore, are responsible to discharge their teaching assignments with professional proficiency, to plan adequately and to meet as needed with children, parents and/or consultants, both during and after school hours. Every effort will be made to schedule children, parents, and/or consultants during teacher work hours.
- F. Teachers are reminded that corporal punishment, unless used to protect self or another student, is no longer a legally acceptable means of discipline.

ARTICLE VIII
MANDATED PROGRAMS
RIGHTS AND RESPONSIBILITIES

- A. The Board agrees to provide the Union copies of any communication mailed home to parents as a result of the No Child Left Behind legislation.

ARTICLE IX
FRINGES

- A. Teaching and/or other job related experience credit may be granted for up to a maximum of five (5) years. Extension of five (5) year credit limit may be granted by mutual written agreement of the HFT executive board and the Hale Board of Education.
- B. Preferred Degree Program. The Board may designate a subject major and related degree as having preferred status. Bargaining unit teachers who respond to a posting and are accepted into the program and meet the program

requirements shall be eligible for financial incentives. Such incentives shall place the successful program teacher on the next highest salary schedule. For example: the board requesting a need for a physics major and the staff member, after receiving the degree with a B or better average within the posted time period, would advance to the next salary schedule (masters or specialist). The selection process and program requirements shall rest in the sole discretion of the board.

- C. A teacher who anticipates making a lateral move on the salary schedule must notify the central office by May 1 of the preceding school year to receive the adjustment on the salary schedule.
- D. Teachers who elect not to subscribe to the **Priority Health** (or the comparable and/or better medical insurance provided by the Board with an alternate carrier), shall be eligible to receive a Twelve Hundred (\$1,200.00) Dollar tax shelter payment. In place of the tax sheltered annuity, the teacher may elect in writing prior to **September 10th** to receive a Twelve Hundred (\$1,200.00) Dollar cash payment. Payments will be made in two (2) installments of \$600.00 each. The first payment will be paid by mid-December and the second payment to be paid by June 15. The Board will make every attempt to pay these installments in a supplemental payroll disbursement. (Health Care Re-opener yearly)
- E. The Board will offer Long Term Disability Insurance (66 2/3% minimum) to each tenured employee. Benefits will begin upon termination of the employee's sick leave or ninety (90) days, whichever is more.
- F. **A teacher may accumulate 151 sick days. Teachers have the ability to sell back any days above 140 at the end of each school year. Teachers may not accumulate more than 151. Teachers either need to sell them back or lose them. If the teacher voluntarily leaves or retires from the school system, they may sell these days back at a rate dependent on the number accumulated. Written notification of request to sell back sick days must be given by June 1 of current year to administration. Maximum Payout \$3,740.00**
 - 141 to 151--\$75.00 per day
 - 120 to 140--\$50.00/day
 - 90 to 119--\$37.50/day
 - 60 to 89--\$25.00/dayA teacher with fewer than 60 days may not sell days back.
- G. The Board, by payment of the premium payments required to provide the coverage's set forth, shall be relieved from all liability with respect to the benefits provided by the insurance coverage's as above described. The failure of an insurance company to provide any of the benefits for which it has contracted for any reason, shall not result in any liability to the Board of Education or the Union, nor shall such failure be considered a breach of any obligation by either of them. Disputes between beneficiaries of employees and any insurance company shall not be subject to the Grievance Procedure established herein.

- H. It shall be each employee’s responsibility to notify the business office within a 30 day period of any change in family status effecting insurance coverage. Failure to notify could result in lost coverage or additional costs being passed on to the employee.
- I. **Retirement Preparation Plan.** Upon a teacher’s advance notification, by May 1, of retiring in three years from the Hale School District and in agreement with the teacher, the District agrees to the following Early Announcement Incentive Plan:
 - 1. Three-year advance notice and agreement:
 - a. Year 1 – The District agrees to add the amount of \$2,500 to the salary of the teacher **as a Schedule C payment for completion of mastery test for ELA and Math/NWEA Mentor.**
 - b. Year 2 – The District agrees to add an additional \$2,500 to the total previous year salary of the teacher **as a Schedule C payment for curriculum calendars in all subject areas taught/NWEA Mentor.**
 - c. Year 3 – The District agrees to add an additional \$3,500 to the total previous year salary of the teacher **as a Schedule C payment for completion of lesson plans and resources for 1 year for use by the incoming teacher/NWEA Mentor**

The total amount for the three years advance notice of retirement to be **earned** will be \$8,500.

Said payment shall be either included in 26 regular pay schedule or semi-annually with other extra duty compensation. Employee will designate desired payment option when notifying district of Preparation Plan to Retire

ARTICLE X

ASSIGNMENTS, VACANCIES, PROMOTIONS, TRANSFERS

(Prohibited subjects of bargaining will be amended and put in board policy)

ARTICLE XI

EFFECT OF AGREEMENT

- A. The parties mutually agree that the terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties.
- B. If any provision of this Agreement is or shall at any time be found to be contrary to law by a court of ultimate jurisdiction, provision shall not be applicable or performed or enforced, except to the extent permitted by law. All other provisions of this Agreement shall continue in full force and effect, and the parties agree to meet for the purpose of negotiation and agreement on substitute language for the voided provisions(s).
- C. During the term of this Agreement, the bargaining unit shall not authorize, cause, engage in or sanction any teacher or group of teachers' strike, refusal to

cross picket lines, or refusals to perform the duties of employment, at Hale Area Schools. Any informational picketing must be conducted over 100 feet from the building entrance.

ARTICLE XII
MISCELLANEOUS PROVISIONS

- A. The Board and the Union agree to develop a committee to mutually study insurance needs and programs available.

ARTICLE XIII
TENURE, DISCHARGE, AND LAYOFFS

Will comply with Public Acts 100, 101 and 102

Parties agree to comply with all provisions of the Public Employment Relations Act, The Michigan Teacher Tenure Act and the Revised School Code

ARTICLE XIV
NEGOTIATION PROCEDURES

- A. Negotiations for a new Agreement or modifications of the existing Agreement shall begin at a time, date, and place mutually determined by the Employer and the Union. Both parties agree to consider a re-opener clause for negotiations.
- B. Neither party in any negotiations shall have any control over the selection of the bargaining representatives of the other party. Each party may select its representatives from within or outside the school district. While no final Agreement shall be executed without ratification by the Employer and the Union, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, make concessions, and recommend ratification in the course of negotiations.
- C. After ratification of this Agreement, either party may request conferences to discuss matters which may arise from time to time which are of mutual concern to the parties. Discussion during such conferences shall be limited to problems indicated on a written request for such conference. The conferences shall be held at the earliest opportunity following such request. Any contract alteration which is mutually agreed upon shall become effective upon ratification by the Employer and the Union.

ARTICLE XV
PUBLIC ACT 4

The parties recognize the requirements of Public Act 4 whereby if conditions are present an Emergency Manager can be assigned to the school district to eradicate and correct any financial emergency. As part of Public Act 4, all collective

bargaining agreements can be negated by the Emergency manager in accordance with provisions of the law. Further, Public Act 4 defines procedures governing the actions of the Emergency Manager. The parties to this agreement are cognizant of these provisions and recognize the powers vested in the Emergency manager. The State of Michigan shall provide assistance to the District in the form of a consent agreement if such action is deemed appropriate prior to the assignment of an Emergency Manager.

ARTICLE XVI
PUBLIC ACT 100, PUBLIC ACT 101, PUBLIC ACT 102

The parties recognize the requirements and stipulations of Public Act 100, Public act 101 and Public Act 102. It is hereby agreed that the contents of these acts supersede any and all other portions of this agreement. The prohibited components of negotiations outlined in said acts will be strictly adhered to also.

ARTICLE XVII
SALARY SCHEDULE ADJUSTMENTS
2013-17

2013-2014	10% INCREASE on the 2011-2012 BASE SALARY
2014-2015	Wage and Health Care re-opener
2015-2016	Wage and Health Care re-opener

2016-2017 Wage and Health Care re-opener

STEP	BA	BA+20	MA	MA+30	SP	PHD
1	\$30,939	\$32,898	\$36,227	\$37,783	\$39,159	\$40,715
1.5	\$32,357	\$33,610	\$37,750	\$39,305	\$40,739	\$42,294
2	\$33,156	\$35,153	\$38,548	\$40,103	\$41,538	\$43,093
2.5	\$33,954	\$35,952	\$39,347	\$40,902	\$42,337	\$43,891
3	\$34,755	\$36,750	\$40,145	\$41,700	\$43,137	\$44,692
3.5	\$35,553	\$37,550	\$40,945	\$42,501	\$43,936	\$45,492
4	\$36,352	\$38,347	\$41,743	\$43,298	\$44,734	\$46,289
4.5	\$37,153	\$39,147	\$42,544	\$44,100	\$45,534	\$47,090
5	\$37,949	\$39,948	\$43,341	\$44,896	\$46,331	\$47,886
5.5	\$39,013	\$40,745	\$44,143	\$45,697	\$47,131	\$48,686
6	\$39,548	\$41,544	\$45,400	\$46,955	\$47,929	\$49,486
6.5	\$40,347	\$42,344	\$45,739	\$47,294	\$48,730	\$50,285
7	\$41,075	\$43,142	\$46,539	\$48,094	\$49,527	\$51,082
7.5	\$41,944	\$43,943	\$47,338	\$48,893	\$50,327	\$51,882
8	\$42,743	\$44,741	\$48,137	\$49,693	\$51,125	\$52,680
8.5	\$43,541	\$45,539	\$48,935	\$50,491	\$51,927	\$53,481
9	\$44,339	\$46,338	\$49,734	\$51,290	\$52,724	\$54,279
9.5	\$45,139	\$47,138	\$50,533	\$52,089	\$53,525	\$55,080
10	\$45,937	\$47,934	\$51,329	\$52,884	\$54,319	\$55,874
10.5	\$46,737	\$48,735	\$52,130	\$53,685	\$55,120	\$56,675
11	\$48,110	\$50,130	\$53,566	\$55,122	\$56,592	\$58,148

LONGEVITY PAY

After 12 years of consecutive service at Hale Area Schools, longevity will be computed by multiplying the number of years of service by the following factors for the listed years

<u>YEARS OF SERVICE</u>	<u>2009-10</u>	<u>2010-11</u>
12-19 years	\$67.21	\$67.55
20-25 years	\$84.01	\$84.43
26+ years	\$105.19	\$105.72

Laid off employees shall not be eligible to collect unemployment benefits prior to the last scheduled paycheck of the obligated contract.

For the six (6) additional Professional Development Days above and beyond those scheduled for the 2010-2011 school year, teachers will be compensated @ \$150.00 additional per extra Professional Development Day as long as there is active participation and all requirements are completed.

Insurance

1. The district shall be the policy holder of the insurance policy.
2. The district shall assist the HFT in determining the best insurance option for this employee group as requested
3. The district shall use the following cap amount as a base established in the 2012-2013 school year. The caps will be adjusted annually based on the state-approved cap amounts.

Single	\$5,500
Two Person	\$11,000
Full Family	\$15,500

In the event that the group chooses to utilize a Health Savings Account, any excess of the cap allocation remaining after premiums are established shall be deposited in two equal installments within five days of the November State Aide payment and after the April State Aide Payment.
4. Employees may elect to receive Vision and Dental in addition to the medical benefits. In the event that employees elect to receive vision and/or dental insurance, those premiums would be added to the medical premiums in the calculation for contributions to the employee's Health Savings Account. If the total of all premiums exceed the cap amount, the employee would be responsible for the difference.
5. The increase for each year of this agreement shall be 3.5 percent unless the health care component of the CPI is less; then the increase shall be that of the health care component of the CPI but not more than 3.5%.

Financial Compensation

1. Base compensation
 - a. Attached is the base that shall be used as the base for this agreement
 - b. Wage Reopeners yearly to discuss
 - c. Starting with the 2015-2016 School Year (3rd year)
2. Steps
 - a. Each employee who earns an annual performance rating of Effective or Highly Effective shall be granted the next step in the compensation process for the following year according to the base salary schedule either vertically, horizontally or both. (step 1 through 11) In the event that an employee earns a rating Minimally Effective or Not Effective said Employee is not eligible for a step increase for the next school year. Employees not earning a step increase (Minimally Effective or Not Effective) will only

become eligible for the next step the next school year following an evaluation of Effective or Highly Effective. Step increases can only be earned one year and one evaluation at a time.

3. Longevity
 - a. Starting with the 2015-2016 school year
 - b. Employees with more than eleven years of experience as documented in their individual contract and correlated with the base salary schedule are eligible for a longevity payment annually. Said payment will be determined by the end of year annual evaluation rating from said school year. AMOUNTS TO BE DETERMINED
 - c. Not Effective
 - d. Minimally Effective
 - e. Effective (Minimum amount) Eligible for \$1,500. Paid prior to July 15 of said year.
 - f. Highly Effective (Minimum amount) Eligible for \$3,000. Paid prior to July 15 of said year.

Annually, after May 1 and no later than May 15, a group consisting of the Superintendent, Business Manager, Principal and two union leadership team members shall review the current and proposed budgets and explore financial parameters with the goal in mind to determine if any adjustment to the base compensation is applicable.

All extra duties stated in the contract shall be filled by a salaried Federation member. The qualifications for a position shall be set by the Board of Education or their designee at the time of the posting. If an extra duty position cannot be filled from within the Federation and it is necessary to go outside the Federation, then the individual who fills that position has the same responsibilities and rights to continue in that position as Federation members and is subject to the evaluation process. Extra duties remuneration will be paid at the following percentage given for the current BA base.

All non-full-time employees shall be employed and compensated through a third-party employer.

Steps	Extra Duty Schedule				
	1	2	3	4	5
Extra Band Duty	8.0	9.0	10.0	11.0	12.0
Extra Choir Duty	8.0	9.0	10.0	11.0	12.0
Head Football	8.0	9.0	10.0	11.0	12.0
Head Basketball	8.0	9.0	10.0	11.0	12.0
Head Volleyball	8.0	9.0	10.0	11.0	12.0
Assistant & J.V. Football	6.4	7.2	8.0	8.8	9.6
Head Track	6.4	7.2	8.0	8.8	9.6

Baseball	6.4	7.2	8.0	8.8	9.6
Assistant Athletic Director	6.4	7.2	8.0	8.8	9.6
Softball	6.4	7.2	8.0	8.8	9.6
J.V. Basketball	6.4	7.2	8.0	8.8	9.6
J.V. Volleyball	6.4	7.2	8.0	8.8	9.6
Assistant J.V. Football	5.6	6.3	7.0	7.7	8.4
Freshmen Basketball	5.0	5.0	6.0	6.0	6.5
Freshmen Volleyball	5.0	5.0	6.0	6.0	6.5
Elementary Team Leader	4.5	4.5	4.5	4.5	4.5
Cheerleading	4.0	4.5	5.0	5.5	6.0
Cross Country	4.0	4.5	5.0	5.5	6.0
Yearbook	4.0	4.5	5.0	5.5	6.0
J.H. Basketball	3.6	4.0	4.4	4.8	5.2
M.S. Head Track	2.4	2.7	3.0	3.3	3.6
Assistant M.S. Track	1.9	2.2	2.4	2.6	2.9
Drama Play	2.4	2.7	3.0	3.3	3.6
Flag Corps	2.4	2.7	3.0	3.3	3.6
11 th & 12 th Grade Class Sponsors	1.6	1.8	2.0	2.2	2.4
9 th & 10 th Grade Class Sponsors	1.1	1.3	1.5	1.7	1.9
7 th & 8 th Grade Class Sponsors	1.1	1.2	1.3	1.4	1.5
Student Council	1.1	1.3	1.5	1.7	1.9
Knowledge Bowl	1.1	1.2	1.3	1.4	1.5
French Club	1.1	1.2	1.3	1.4	1.5
English Club	1.1	1.2	1.3	1.4	1.5
Business Professionals	1.1	1.2	1.3	1.4	1.5
Youth in Government	1.1	1.2	1.3	1.4	1.5

DURATION OF AGREEMENT

This agreement shall be effective March 26, 2013 and shall continue in effect until the 30th day of June 2017.

2014-2015 Wage and Health Care re-opener

2015-2016 Wage and Health Care re-opener

2016-2017 Wage and Health Care re-opener

The parties acknowledge that economic, financial, legislative and regulatory developments affecting healthcare and wages may warrant modifications of Article XV (Wages and healthcare) during the term of this 2013-2017 Agreement. Accordingly, if either party in good faith believes such modifications are warranted, that party may initiate modification negotiations by providing the other party written notice of its desire to reopen and modify Article XV after April 1 and no later than May 15 of any year during the term of this 2013-2017 agreement. Such modification negotiations will not result in the termination, extension or renewal of this 2013-2017 Agreement.

Wages and Benefits CERTIFIED TEACHER AIDES

Certified Teacher Aides will have a separate contract for wages and benefits adjacent to the Teachers' Contract

HALE FEDERATION OF TEACHERS

HALE BOARD OF EDUCATION

Craig Histed, President

Valerie Cryderman, President

Terri Shellenbarger, Secretary

Karol Shellenbarger, Secretary

Ronald L. Kraft, Superintendent

Dated this 30th day of April, 2014