



MASTER AGREEMENT

Between the

**HASLETT EDUCATION ASSOCIATION
MEA/NEA**

and the

HASLETT BOARD OF EDUCATION



2018-2020

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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 and Association are required by law to negotiate with the Association over 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 Public Employment Relations Act for all professional personnel employed by and under contract with the Board, including: certified teachers in the Pre-K-12 program; occupational therapists; physical therapists; school psychologists; and audiologists. The bargaining unit excludes: supervisory and executive personnel; per diem substitute and part-time teachers not regularly employed; and all other 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.

The term “bargaining unit member” shall refer to all members of the bargaining unit, as defined in paragraph A above. The term “teacher” shall refer only to those members of this bargaining unit who are certified teachers providing instructional services in the Pre-K-12 program.

- 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.

- E. The Board of Education reserves the right to hire Occupational Therapists, Physical Therapists, Psychologists and Audiologists in the appropriate lane and step based on professional experience and degree(s) in Appendix A.

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. Any agreements resulting from such meetings shall be written up in the form of letters of understanding that shall be added to and considered part of this Agreement.
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- 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 and the building principal and place a copy of same in the central office grievance file.

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., and professional development in consensus with affected HEA members.
 - 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.
 - c. A member shall have access to a phone and computer to allow for communications and planning.
 3. When a bargaining unit member must leave the building, he/she will notify the principal.

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. Bargaining unit 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. If a shared staff member is given less than the 15 minutes (in one block), the member shall be compensated as follows: given 12-14 minutes = \$600, given 10-11 minutes = \$850. If a shared staff member is given less than 10 minutes to travel between buildings, the Association and Administration will reach an

agreement on behalf of the HEA member. Staff traveling between the middle school and high school will not have a Viking Time in their schedule.

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 an average of thirty (30) pupils per class, per teacher, per hour (150 per day) at the secondary level, the Board will, at its option, either reduce the class size to less than thirty (30) pupils or pay an overload stipend, according to Article 8Cf.

When an individual class size exceeds thirty (30) pupils per teacher at the elementary 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.

Pupil/Teacher ratio and class size are an important aspect of an effective educational program. The parties agree that class size will be a priority and the Board will make every effort to maintain a class of sixteen (16) or less at DK, of twenty-three (23) or less at Kindergarten and Grade 1, and twenty-five (25) or less at Grades 2-5.

- 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 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 Every Student Succeeds Act 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. Voluntary emergency meetings may be scheduled as needed.
 - d. All professional meetings (Professional Development, Department/Grade Level Meetings) shall begin at a time scheduled in advance and shall end at the time designated (no more than 90 minutes).
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. At the elementary school, there will be parent conferences scheduled near the end of terms one (1) and three (3) in each building. During these conferences, teachers will share written reports with parents. Report templates will be developed by grade level teachers collaboratively with their

building principals. In addition, the teacher will issue a written student evaluation/reports at the end of terms two (2) and four (4).

- 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 each school year, in October and March, over a two-week period designated by administration.
- 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. Bargaining unit members desiring to attend soft start for their child who is in kindergarten at Haslett Public Schools will be given an exception to use personal time to attend this event. Staff able to find coverage will not be docked personal time, as provided under Article 14.C.8.
- 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. Two weeks prior to conferences, elementary creative arts teachers will notify parents of their availability during conference weeks. A conference will be scheduled upon parent request to discuss student progress. Elementary creative arts teachers will provide their building principals with a list of their conference schedule.
- g. District shared staff will divide their conference times between their assigned buildings and shall give their administrators a schedule of their conference times and locations.

- h. High School counselors will extend their contracts by ten (10) days between July 1 and July 30 of the given school year. Six (6) of such days are to be paid at the counselor's daily rate and four (4) of such days shall be flexed at the discretion of the counselor with the approval of the building administrator. It is expected that each counselor attend one (1) day of High School Registration in August. The six (6) paid days are dependent on the counselor utilizing four (4) flex days.
7. Clerical assistance will be provided for teachers.
8. All professional staff required to complete Medicaid documentation shall be released, with approval from the Director of Special Education, from their professional responsibilities, when necessary throughout the school year to complete all tasks required to document Medicaid reimbursements. Released time for this purpose shall not exceed three (3) days each school year.

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 post notice of the vacancy on bulletin boards in all teacher workrooms, online, and provide an electronic 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. Those bargaining unit members who are covered by the Tenure Act, shall serve a probationary period that is coextensive with that required by the Tenure Act for professional teachers.
2. The term seniority as hereinafter used shall be the length of continuous service with the Haslett Board of Education in bargaining unit positions as defined in Article 1 of this Agreement. 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 (including step-

children) parents (including step-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 access sick leave days from the Sick Bank (Appendix G) 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 from the Sick Bank when they have been ill or disabled for ten (10) 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 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 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, grandchildren and parents. This also includes

step-children, step-parents and corresponding in-laws. The bargaining unit member may use up to three (3) days for the death of siblings, grandparents, aunts and uncles. This also includes corresponding step-siblings, grandparents, aunts, uncles and in-laws. The Superintendent may, at his/her 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.

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 $66\frac{2}{3}$ 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 – Mentoring

Bargaining unit members who meet suggested qualifications and who are selected to participate will be compensated for their work. The primary mentor teacher assignment shall be for one (1) year subject to renewal by the mentor teacher, the probationary teacher and the building principal. If a mentor/mentee relationship is interrupted for any reason during a school year, the compensation will be prorated. Mentors may be assigned to a maximum of two mentees each academic school year.

- A. New teachers to Haslett who have previously earned Tenure in the State of Michigan are entitled to Tenure with Haslett Public Schools after completing two (2) years of employment as a teacher in Haslett. They are to be considered new teachers on the two-year plan.
- B. New teachers to Haslett who have not previously earned Tenure in the State of Michigan are entitled to Tenure with Haslett Public Schools after

completing five (5) years of employment as a teacher in Haslett or in accordance with State of Michigan law. Teachers in this classification would be considered new teachers on the five-year plan. Regarding the assignment of a mentor teacher, the building administrator will evaluate whether or not the probationary teacher(s) would be mentored as a year one or year two teacher depending on the experiences they bring to Haslett Public Schools.

- C. New professional Employees in Haslett who have licenses (i.e. social workers, psychologists, speech pathologists and counselors) will be considered on probation for a minimum of five (5) years. Regarding the assignment of a mentor for these professionals, the building administrator will evaluate whether or not the professionals would be mentored as a year one or year two employee depending the experiences they bring to Haslett Public Schools.
- D. Mentoring positions will be posted each year for non-tenured teachers new to the district. Previous mentor teachers for years 2 and 3 will have the option to continue if the mentor, mentee and administrator find the relationship advantageous.
- E. All mentor and mentee teachers will need to participate in all district directed professional development in order to receive compensation.
- F. The mentor stipend schedule shall be a part of Appendix B.

Article 19 - Conference Fund

- A. The Board shall provide a conference budget of \$25,000 to be administered by the executives of the HEA.
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.
- F. Use of the conference fund must relate to a member's teaching assignment or areas in which they are highly qualified.

Article 20 - 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-six (26) equal installments, but may, at their written election, elect to be paid in twenty-two (22) 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.
- 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 at the Middle School level based upon a 6-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 13th year and beyond, and shall be included in the 21st payroll check for that school year. The longevity amounts shall increase at the percentage salary increase each year. At least eight (8) of those teaching years shall have been in the Haslett Public Schools.

Longevity Schedule	2018-19
After 13-14 Years	\$2,397
After 15-19 Years	\$2,666
After 20-24 Years	\$2,934
After 25-29 Years	\$3,474
30 Years and Beyond	\$4,482

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.

Article 21 - 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 has been employed by the district a minimum of five (5) years 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 has been employed by the district a minimum of five (5) years 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. Pay out of this benefit will be in accordance with Article 21E (Special Pay Plan).

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.

F. If an HEA member retires between January 1 and the end of the school year or resigns between January 1 and August 31, the following will apply to their individual HSA account:

- The district has the right to recall the monthly value of their HSA deductible for the remaining number of months of the calendar year they are not employed within the district. Example: If an HSA member resigns in February, the recalled amount will be the deductible divided by 12 months multiplied by the number of months remaining in the calendar year (10).
- If funds are not available in their HSA account, these amounts will be deducted from the employee's final paycheck.

If an HEA member retires at the end of the school year in June or resigns between September 1 and December 31, the following will apply to their individual HSA account:

- The employee will be responsible to pay the employee portion (22.5%) of the HSA deductible (which was pre-funded) for the remaining months of the calendar year.
 - These amounts will be deducted from the employee's final paycheck. Example: If an HEA member retires in June, the recalled amount will be the deductible divided by 12 months multiplied by the number of months (6) remaining in the calendar year times 22.5% (.225).
- G. A Bargaining Unit Member who retires in accordance with the provisions of the Public School Employees Retirement Act shall receive pay for unused sick leave days as provided below: The Bargaining Unit Member must become an annuitant of MSPERS.
1. The Bargaining Unit Member must have a minimum of ten (10) years in the school district.
 2. The Bargaining Unit Member will be paid seventy-five dollars (\$75) pay per day for days accumulated over one hundred (100) days.
 3. The Bargaining Unit Member will be paid a maximum of six thousand dollars (\$6000).
 4. It is expressly understood that teachers are eligible for both early retirement notification and sick day compensation if qualified under each respective article of this Agreement.
 5. Bargaining Unit Members will only be eligible for this incentive if they notify the district of their retirement by 4:00 p.m. on the first Friday following Spring Break.
 6. Pay out of this benefit will be in accordance with Article 21E (Special Pay Plan).

Article 22 – 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 July 1, 2018, the coverage shall be as follows:

1. **PAK A**

LTD: 66 2/3%, Max \$5,833
120 CDMF
BCBSM Dental
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 Signature Plan
Choice of:
BCBSM Simply Blue HSA \$2000/\$4000,
BCBSM Simply Blue HSA \$1350/\$2700,
BCN HSA \$1350/\$2700

PAK B

LTD: 66 2/3%, Max \$5,833
120 CDMF
BCBSM Dental
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 Signature Plan
\$275 per month in cash
under a qualified Cafeteria Plan

The in-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 or around January 1, 2019, 2020 the District shall deposit an amount equal to the annual in-network deductible amount for single subscribers two-person and full-family subscribers into a Health Savings Account (HSA) for each bargaining unit member who enrolls in BCBSM Simply Blue. Provided, however, if a bargaining unit member has enrolled in BCBSM Simply Blue 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 for up to one (1) year through the Board by paying the group premium(s) and medical benefit plan costs 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 UNUM'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. The District shall institute the Hard Cap beginning July 1, 2016 for medical insurance coverage provided for by the employer. Hard Cap increases are based on the State of Michigan effective date. 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.
- J. If an employee runs out of sick time and qualifies for LTD, the district will pay the full cost of health insurance for up to one (1) year from the date the employee qualifies for LTD benefits.

Article 23 - 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 24 - Duration of Agreement

This agreement shall be effective July 1, 2018 and shall remain in effect until June 30, 2020. 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 _____
Virginia Bollman, Uniserv Director

By _____
Superintendent

By _____
President, HEA-MEA/NEA

By _____
Member Negotiating Team

By _____
Member Negotiating Team

By _____

Appendix A-SALARY SCHEDULE
All professional staff, except Occupational Therapists, Physical Therapists, School Psychologists and Audiologists

2018-2019

Full steps, 1½ % at top step

Step	BA	BA+16	BA+37	MA	MA+16	MA+30
1.00	36,738	37,064	38,570	38,570	38,987	39,387
1.50	37,445	37,943	39,321	39,321	39,948	40,348
2.00	38,151	38,822	40,071	40,071	40,909	41,309
2.50	39,028	39,700	40,950	40,950	41,826	42,226
3.00	39,904	40,578	41,829	41,829	42,743	43,143
3.50	41,032	41,703	43,123	43,123	43,955	44,355
4.00	42,160	42,828	44,417	44,417	45,166	45,566
4.50	43,415	43,957	45,711	45,711	46,376	46,776
5.00	44,669	45,085	47,004	47,004	47,586	47,986
5.50	45,754	46,336	48,257	48,257	48,881	49,281
6.00	46,838	47,586	49,510	49,510	50,176	50,576
6.50	48,009	48,797	50,802	50,802	51,428	51,828
7.00	49,180	50,008	52,094	52,094	52,679	53,079
7.50	50,305	51,303	53,305	53,305	53,932	54,332
8.00	51,429	52,597	54,516	54,516	55,185	55,585
8.50	52,805	53,848	55,727	55,727	56,441	56,841
9.00	54,181	55,099	56,938	56,938	57,697	58,097
9.50	55,645	56,646	58,567	58,567	59,280	59,680
10.00	57,109	58,193	60,195	60,195	60,862	61,262
10.50	57,109	58,193	61,530	61,530	62,319	62,719
11.00	57,109	58,193	62,865	62,865	63,776	64,176
11.50	57,109	58,193	64,456	64,456	65,283	65,683
12.00	57,109	58,193	66,046	66,046	66,789	67,189
13.00	59,128	60,250	68,383	68,383	69,151	69,557

Hours are semester hours.

Teachers having 30 semester hours above MA or a PhD or a Specialist Degree shall receive \$400 additional per year.

Appendix A-SALARY SCHEDULE
Only for Occupational Therapists, Physical Therapists,
School Psychologists and Audiologists

2018-2019 - IIPSA

Full steps, 1½% at top step

Step	BA	BA+16	BA+37	MA	MA+16	PhD
1.00	39,129	40,694	42,261	42,261	45,391	48,520
1.50	39,520	41,087	42,652	42,652	45,783	48,912
2.00	39,911	41,479	43,042	43,042	46,175	49,304
2.50	40,988	42,556	44,119	44,119	47,251	50,381
3.00	42,064	43,632	45,195	45,195	48,327	51,457
3.50	43,435	45,001	46,564	46,564	49,696	52,826
4.00	44,805	46,369	47,933	47,933	51,065	54,195
4.50	46,175	47,740	49,303	49,303	52,435	55,566
5.00	47,544	49,110	50,672	50,672	53,804	56,936
5.50	48,912	50,479	52,042	52,042	55,174	58,304
6.00	50,280	51,848	53,412	53,412	56,543	59,672
6.50	51,650	53,217	54,781	54,781	57,914	61,043
7.00	53,020	54,585	56,150	56,150	59,284	62,413
7.50	54,390	55,955	57,520	57,520	60,653	63,783
8.00	55,760	57,325	58,890	58,890	62,022	65,152
8.50	57,129	58,694	60,260	60,260	63,391	66,522
9.00	58,498	60,062	61,630	61,630	64,759	67,891
9.50	59,868	61,433	63,000	63,000	66,129	69,261
10.00	61,238	62,804	64,369	64,369	67,498	70,630
10.50	62,608	64,174	65,738	65,738	68,868	71,999
11.00	63,978	65,544	67,107	67,107	70,237	73,368
11.50	65,125	66,785	68,342	68,342	71,426	74,645
12.00	66,272	68,025	69,577	69,577	72,615	75,921
12.50	67,352	69,156	70,695	70,695	73,730	77,089
13.00	68,432	70,287	71,812	71,812	74,845	78,257
13.50	69,688	71,548	73,007	73,007	76,091	79,431
14.00	70,943	72,629	74,201	74,201	77,337	80,604
14.50	71,751	73,392	74,978	74,978	78,139	81,369
15.00	74,016	75,644	77,275	77,275	80,526	83,782

Hours are semester hours.

The Board of Education will hire all new staff at a rate no higher than Step 5.5 of the salary schedule and in the appropriate lane based upon the educational accomplishments of the new hire. Each school year, the Board will be granted one (1) position for which they can hire at a step based on the applicant's educational experience, not to exceed ten (10) years. If the District believes they need to adjust an office of employment above the 5.5 threshold for more than one (1) position, the Board of Education representatives can approach the HEA president and/or designee to discuss a reasonable compromise.

If the district provides one full step and a minimum of one percent (1%) at the top for the current year, then the district can hire Bargaining Unit Members at any step based on education and experience up to ten (10) years of service.

2019-2020 Wages

There will be a reopener to determine 2019-2020 wages.

Appendix B - EXTRA DUTY SALARY SCHEDULE

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

- A. For the term of this Agreement, the following 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.

High School Athletics	
Varsity Head Football	11%
Varsity Assistant Football (2)	8%
JV Head Football	8%
JV Assistant Football	8%
Freshman Head Football	8%
Freshman Assistant Football	8%
Varsity Head Swimming – B/G	8%
Varsity Assistant Swimming	6%
Varsity Head Basketball – B/G	11%
JV Head Basketball	8%
Freshman Head Basketball	8%
Varsity Head Wrestling	11%
Varsity Assistant Wrestling	8%
Varsity Head Baseball	8%
JV Head Baseball	6%
Varsity Head Soccer – B/G	8%
JV Head Soccer	6%
Varsity Head Track – B/G	8%
Varsity Assistant Track	6%
If combined head coach for both boys and girls	12%
Varsity Golf – B/G	8%
Varsity Head Tennis – B/G	8%
JV Head Tennis	6%
Varsity Head Gymnastics	8%
Varsity Assistant Gymnastics	6%
Varsity Head Softball - G	8%
JV Head Softball	6%

Varsity Head Cross Country – B/G	8%
Varsity Assistant Cross Country	6%
If combined head coach for both boys and girls	12%
Varsity Head Volleyball	11%
JV Head Volleyball	8%
Freshman Head Volleyball	8%
Varsity Sideline Cheer	4%
Varsity Competitive Cheer	4%
Junior Varsity Sideline Cheer	3%
Junior Varsity Competitive Cheer	3%
Freshman Sideline Cheer	1.5%
Freshman Competitive Cheer	1.5%
Middle School Athletics	
Middle School Basketball – B/G	5%
A and B Team /each grade	
Middle School Volleyball – G	5%
A and B Team/each grade	
Middle School Wrestling – B	5%
A and B Team	
Middle School Cross Country – B/G	5%
A Team/each grade	
Middle School Track – B/G	5%
2 A Team/each grade	
High School Music	
Band Director (2)	6%
Choir Director (3 choirs)	8%
Choral Director Musical (Fall) (1)	4%
Instrumental Director/Theater (PIT)	4%
Jazz/Pep Band – Full Year (1)	4%
Color Guard	2%
Theater Director (Spring)(1)	6%
H.S. Musical Director (Fall) (1)	10%
Men’s Chorale (1) (after school)	6%
Women’s Select (1) (after school)	6%
Middle School Music	
Band Director (2)	3%
Choir Director (1)	6%
Select Ensemble (after school)	2%

B. The following positions will be paid on a percentage of step five (5) of the BA pay scale.

- Club must meet an average of two (2) times a month.
- Positions can be split. The % listed is for one position.
- Club requests can be submitted using the form in Appendix
- The building principal and superintendent will review requests submitted on the appropriate application form. A copy of the completed form will be shared with HEA.

High School Positions	
Student Council (2)	3.5%
Yearbook (1)	6%
Newspaper (1)	4%
Quiz Bowl Advisor (1)	8%
Black Student Union (1)	2%
Gay Straight Alliance (1)	2%
National Honor Society (1)	4%
PAL Program Advisor (1)	2%
Science Olympiad Coach (2)	4%
Key Club (1)	2%
World Language (1)	2%
Art Club (1)	2%
Clubs approved by the Superintendent	2% each
Middle School Positions	
Student Council (1)	2%
Yearbook (1)	4%
PAL Program Advisor (1)	2%
Science Olympiad Coach (2)	4%
Quiz Bowl Advisor (1)	2%
Theater Director (1)	4%
Builders Club (1)	2%
Clubs approved by the Superintendent	2% each
Elementary Positions	
Student Council (1) per M/R	2%
Safety Patrol (1) per M/R	2%
Clubs approved by the Superintendent	2% each

- C. The following positions will be paid on a percentage of step one (1) of the BA pay scale and should be split among two people.

High School Class Advisors	
Freshman Class (1)	4%
Sophomore Class (1)	5%
Junior Class (1)	5%
Senior Class (1)	4%

- D. Attendance at K-12 department meetings is mandatory. If a department chair does not attend scheduled K-12 meetings, the compensation will be prorated.

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 and the Board of Education, upon request.
- Networking with county and state organizations.
- Attending either a state or national conference.
- Analyzing M-STEP or other assessment data annually, as needed.
- Meeting with Administrative department chair and building principal as needed.

Department Chair Positions	
Core Curriculum Areas for High School and Middle School	\$800.00
Murphy, Ralya and Wilkshire (K-1, 2-3, 4-5)	\$800.00
K-12 District Areas: World Language, PE/Health, Music, Art and Technology	\$800.00

Compensation for elementary 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.

- E. Mentor teachers will be compensated upon completion of the Mentor/Mentee Educator Checklist. It is the responsibility of the mentor and their probationary mentee teachers to maintain and submit the checklist to the Associate Superintendent no later than May 31 of each school year in order to qualify for the mentor stipend, as follows:

Mentor Positions		
	Five – Year Plan (2nd Mentee)	Two – Year Plan (2nd Mentee)
Year One	\$800 (\$400)	\$400 (\$200)
Year Two	\$400 (\$200)	\$100 (\$100)
Year Three	\$100 (\$100)	

- F. The following positions will be paid on an hourly basis:
1. Homebound and summer school instructors shall be compensated at a rate of \$25.73 per hour for 2018-2019 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.
- G. 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.

Appendix C – K-12 DISTRICT CALENDAR

2018-2019 (Before Labor Day Start)

	S	M	T	W	TH	F	S	
AUG				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	August 21-22 Professional Development (12 hrs.)
SEPT	26	27	28	29	30	31	1	August 27 Classes Begin (Full Day) August 31-September 3 Labor Day Recess
	2	3	4	5	6	7	8	September 4 Classes Resume
	9	10	11	12	13	14	15	
	16	17	18	19	20	21	22	
	23	24	25	26	27	28	29	
OCT	30	1	2	3	4	5	6	
	7	8	9	10	11	12	13	October 12-15 Autumn Break (No School)
	14	15	16	17	18	19	20	October 16 Classes Resume
	21	22	23	24	25	26	27	
NOV	28	29	30	31	1	2	3	
	4	5	6	7	8	9	10	November 6 Election Day (No School)
	11	12	13	14	15	16	17	
	18	19	20	21	22	23	24	November 21-23 Thanksgiving Recess
DEC	25	26	27	28	29	30	1	November 26 Classes Resume
	2	3	4	5	5	7	8	
	9	10	11	12	13	14	15	
	16	17	18	19	20	21	22	
	23	24	25	26	27	28	29	December 24-January 4 Winter Recess
JAN	30	31	1	2	3	4	5	
	6	7	8	9	10	11	12	January 7 Classes Resume
	13	14	15	16	17	18	19	January 16 -18 Half Days (HS ONLY)
	20	21	22	23	24	25	26	January 21 MLK Day (No School)
FEB	27	28	29	30	31	1	2	
	3	4	5	6	7	8	9	
	10	11	12	13	14	15	16	February 15 Mid-Winter Break (No School)
	17	18	19	20	21	22	23	February 18 Presidents' Day (No School)
MAR	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	30	March 29-April 5 Spring Recess (No School)
APR	31	1	2	3	4	5	6	
	7	8	9	10	11	12	13	April 8 Classes Resume
	14	15	16	17	18	19	20	
	21	22	23	24	25	26	27	

MAY	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	
JUN	26	27	28	29	30	31	1	May 27 Memorial Day (No School)
	2	3	4	5	6	7	8	June 2 Graduation (Breslin Center)
	9	10	11	12	13	14	15	June 10-11 Half Days (HS ONLY) June 12 (Partial Day-All Students)
	16	17	18	19	20	21	22	
	23	24	25	26	27	28	29	
	30							

180 Student Days
182 Teacher Work Days

Total Professional Development = 30 hrs.

*12 Hours/Teacher Work Days

2 (6 hr.) PD days prior to the beginning of student school calendar

*18 Hours of After-School Professional Development

10 hrs. = 1.25 hrs. PD at eight (8) staff meetings

1 hr. = 1 (1 hr.) PD at one (1) staff meeting

3 hrs. = 2 (1.5 hr.) PD sessions

4 hrs. = 4 (1 hr.) PD grade level/department meetings

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.

2019-2020 (Before Labor Day Start)

	S	M	T	W	TH	F	S	
AUG					1	2	3	
	4	5	6	7	8	9	10	
	11	12	13	14	15	16	17	
	18	19	20	21	22	23	24	August 20-21 Professional Development (12 hrs.)
	25	26	27	28	29	30	31	August 26 Classes Begin (Full Day) August 30-September 2 Labor Day Recess
SEPT	1	2	3	4	5	6	7	September 3 Classes Resume
	8	9	10	11	12	13	14	
	15	16	17	18	19	20	21	
	22	23	24	25	26	27	28	
OCT	29	30	1	2	3	4	5	
	6	7	8	9	10	11	12	October 11-14 Autumn Break (No School)
	13	14	15	16	17	18	19	Classes Resume October 15
	20	21	22	23	24	25	26	
NOV	27	28	29	30	31	1	2	
	3	4	5	6	7	8	9	November 5 Election Day (No School)
	10	11	12	13	14	15	16	
	17	18	19	20	21	22	23	
	24	25	26	27	28	29	30	November 27-29 Thanksgiving Recess (No School)
DEC	1	2	3	4	5	6	7	December 2 Classes Resume
	8	9	10	11	12	13	14	
	15	16	17	18	19	20	21	
	22	23	24	25	26	27	28	December 23-January 3 Winter Recess (No School)
JAN	29	30	31	1	2	3	4	
	5	6	7	8	9	10	11	January 6 Classes Resume
	12	13	14	15	16	17	18	January 15-17 Half Days (HS ONLY)
	19	20	21	22	23	24	25	January 20 MLK Day (No School)
FEB	26	27	28	29	30	31	1	
	2	3	4	5	6	7	8	
	9	10	11	12	13	14	15	February 14 Mid-Winter Break (No School)
	16	17	18	19	20	21	22	February 17 Presidents' Day (No School)
	23	24	25	26	27	28	29	
MAR	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	March 27-April 3 Spring Recess (No School)
APR	29	30	31	1	2	3	4	
	5	6	7	8	9	10	11	April 6 Classes Resume
	12	13	14	15	16	17	18	
	19	20	21	22	23	24	25	

MAY	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	25	26	27	28	29	30	May 25 Memorial Day (No School)
JUN	31	1	2	3	4	5	6	May 31 Graduation (Breslin Center)
	7	8	9	10	11	12	13	June 8-9 Half Days (HS ONLY) June 10 (Partial Day-All Students)
	14	15	16	17	18	19	20	
	21	22	23	24	25	26	27	
	28	29	30					

180 Student Days

182 Teacher Work Days

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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.

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Appendix D - GRIEVANCE REPORT FORM

Grievance # _____

Distribution of Form:

School Year _____

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 _____

Timelines and Parameters:

- District/Building-directed PD (2 days prior to the school year) shall be no longer than twelve (12) hours.

No later than the first September staff meeting, eighteen (18) of the building's professional development hours shall be established by the Administration with input from the Association following the criteria below:

- Three (3) hours by utilizing after school increments not to exceed 1.5 hours in duration and beginning at a time scheduled in advance and adjourned at a time designated (no more than 90 minutes).
- Eleven (11) hours of staff meeting time shall be designated professional development (a staff meeting may include more than professional development): Eight (8) staff meetings at 1.25 hours professional development and one (1) staff meeting at 1 hour of professional development.
- Four (4) hours of grade level/department meetings at 1 hour each shall be used as professional development.



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: _____

Table with 3 columns: Proposed Make-Up Activity Plan, Date, # Hours and Time of Day

Signature of Professional: _____ Date: _____

Signature of Principal/Supervisor: _____ Date: _____

Table with 3 columns: 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 BANK GUIDELINES

1. Any teacher, by nature of the HEA contract, is automatically a member of the Sick Bank and may request days and have days taken away from them.
2. The Sick Bank 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 Bank 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 ten 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 ten consecutive "no pay" days.
4. When sick days are granted from the Sick Bank, 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 Bank. 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 Bank 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 bank usage 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 third academic school year in which they are employed.
11. If a member has used sick bank days for an illness, five (5) additional days can be used intermittently upon return of the Bargaining Unit Member to the school. The five (5) intermittent days must relate to the instance for which the Sick Bank was originally accessed. The member must provide documentation from their doctor to use these days.

For the Board

For the Association



Haslett Public Schools

SICK BANK APPLICATION

NAME: _____

BUILDING: _____

I wish to draw from the HEA Sick Bank. 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 Bank 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

Appendix H – CLUB REQUEST FORM



Club Request

Club Information

Name of Club: _____

Teacher making request: _____

Building Club will be located: _____

Principal of Club location: _____

Dates Club begins: _____ **Ends:** _____

How often will Club meet

- 1 x weekly
 2 x weekly
 1 x monthly
 2 x monthly
 Other: _____

What days of the week will Club meet: *(check all that apply)*

- Monday
 Tuesday
 Wednesday
 Thursday
 Friday
 Saturday
 Sunday

Students Club will include *(check all that apply)*

- K/1st Grade
 2nd Grade
 3rd Grade
 4th Grade
 5th Grade
 6th Grade
 7th Grade
 8th Grade
 9th Grade
 10th Grade
 11th Grade
 12th Grade
 Special Education
 Other: _____

What time will Club meet:			
<input type="checkbox"/>	Before School	Start Time:	End Time:
<input type="checkbox"/>	Lunch Hour	Start Time:	End Time:
<input type="checkbox"/>	After School	Start Time:	End Time:
<input type="checkbox"/>	Other: <i>i.e. weekend</i>	Start Time:	End Time:

Explain the purpose of Club: _____

Employee Signature Date

Principal Approval

- Approved
- Rejected

Comments:

Principal Signature Date

Superintendent Approval

- Approved
- Rejected

Comments:

Superintendent Signature Date

Copies provided to:
*Finance Department
*Hosting School Office
*Haslett Education
Association