Master Agreement

Between

Hastings Area School System

Board of Education

And

Hastings Education Association

2025 – 2026

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This Agreement is entered into this 23rd day of May, 2022 by and between the Board of Education of the Hastings Area School District, Hastings, Michigan, hereinafter called the "Board" and the Hastings Education Association, hereinafter called the "Association".

Witnesseth

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

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

WHEREAS, the Board is required by law to negotiate with the Association on wages, hours, and terms and conditions of employment, and

WHEREAS the Board and the Association through negotiations in good faith have reached agreement on all such matters and desire to execute this contract covering such agreement.

Article I
Recognition

A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section 11 of the Michigan Public Employment Relations Act, MCL 423.211, for all professionally certified teaching personnel in grades K-12, also including "heads of departments", counselors, media specialists, school social workers, speech therapists, and instructional suspension room teachers, employed by the Board in the K-12 program, but excluding: administrative, non-teaching supervisory, non-teaching nursing, clerical, maintenance, transportation, food service, all other non-certified personnel, and substitutes. The term "teacher" when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined, and references to male teachers shall include female teachers.

B. Each bargaining unit member can choose to become a member of the Association by paying Association dues. The amount and regularity of the Association dues will be determined by the Association.

C. Joining the Association is not a condition of employment.

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

E. In the event of any legal action against the Board brought in a court or administrative agency because of its compliance with Section C of this Article, the Association agrees to intervene and defend against such action, at its own expense and through its own counsel, provided:

   a. The Board gives the Association timely notice of such action and permits the Association to intervene as a party if it so desires, and,

   b. The Board gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.

c. The Association shall have the authority to compromise and settle any claims which it defends under this section, provided the Board does not incur any expense, liability or responsibility thereby and no obligation is imposed upon the Board by the terms of any such compromise or settlement.

The Association agrees that in any action so defended or in any such action defended by the Board, it will indemnify and hold harmless the Board, including each individual school board member and its agents, against any and all claims, demands, costs, suits, damages, awards, judgments or other forms of liability and expense, including but not limited to back pay, damages and all court or administrative agency costs and any compensation paid under the Michigan Employment Security Act, that may arise out of or by reason of the action or legal stance taken by the Board for the purpose of complying with Section C of this article. The Association pledges and agrees that it will not contest in any way the enforceability of this provision or seek to be excused from the commitment herein and that it will intervene and defend against any legal action from any party seeking to have this provision voided to any extent, when requested by the Board.

Article II
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, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and the United States, including, but without limiting the generality of the foregoing, the right;

1. To the supervision, direction and administrative control of the operation of the school district, its properties, equipment, and facilities;

2. To hire all employees, determine their qualifications and the conditions for their continued employment, evaluate their performance, direct the activities and work of its employees and assign, transfer, promote, demote, discipline, suspend and/or discharge any employees;

3. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students;

4. To select and approve textbooks, materials and aids used for instruction of students;

5. To determine class schedules, professional duties and responsibilities of teachers subject to Articles V, VI, and VII of this Agreement.

6. To determine the size of the work force, positions of employment, job descriptions and whether to expand or reduce the work force and/or create, eliminate or modify positions of employment;

7. To establish, continue or revise reasonable rules and regulations regarding the conduct and behavior of its employees, the manner and method of performing work and the procedures for administering and accounting for employee attendance and use of benefits;

8. To determine the standards of operation and performance and determine the means, method and processes of performing and/or accomplishing the work to be done including the assignment and distribution of tasks and work among the work force of the school district and to determine the services, supplies and equipment to conduct its operation, including the distribution thereof.

9. To determine the number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities and determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.

10. Determine the size of its administrative organization, its functions, authority, amount of supervision and table of organization.

B. The exercise of the foregoing rights, authority, powers and responsibilities by the Board and/or its administrative agents, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement provided such specific and express terms are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

Article III
Teacher Rights and Dues Deductions

A. Pursuant to the Michigan Public Employment Relations Act, MCL 423.201 et seq., the Board and the Association acknowledge that every teacher employed by the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities authorized by the Act for mutual aid and protection or to refrain from doing so. The Board and the Association agree that they will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by this Act and that they will not discriminate against any teacher with respect to hours, wages or any terms or condition of employment by reason of membership or non-membership in the Association, participation or non-participation in any lawful activities authorized by an act of the Association or in connection with collective bargaining negotiations between the Board and the Association or the institution of any grievance, complaint or proceeding under this Agreement with respect to any terms or conditions of employment.

B. The Board specifically recognizes the right of the Association appropriately to invoke the assistance of the Michigan Employment Relations Commission, or a mediator from such a public agency, or an arbitrator appointed pursuant to the provisions of Article XVIII, Section C, Level Four of this Agreement, and the Board and the Association agree to be bound by any lawful order or award thereof.

C. The Association and its members shall have the right, upon requisition, to use school building facilities at all reasonable hours for meetings provided such use does not conflict with any previously scheduled activity authorized by the school. The Association agrees to reimburse the Board for any damage to school property or loss occasioned by virtue of such use. Any notices of meetings must be signed by the Association Representative. Bulletin boards and other established media of communication shall be made available to the Association and its members.

D. Pursuant to the Michigan Public Employment Relations Act (MCL 423.201, et seq, and the provisions of the Michigan Freedom of Information Act (MCL 15.231, et seq, the Board agrees to furnish to the Association, in response to requests from time to time, all available information which is relevant and necessary for the Association to process grievances, administer the terms of this Agreement, and/or conduct negotiations and formulate proposals for collective bargaining with the Board and furnish such other information as will assist the Association in developing programs on behalf of the teachers and their students. Likewise, pursuant to the Michigan Public Employment Relations Act (MCL 423.201, et seq), the Association agrees to furnish to the Board all available information which is relevant and necessary for the Board to process grievances, administer the terms of this Agreement, and or conduct negotiations and formulate proposals for collective bargaining with the Association, provided said information is neither personal nor confidential.

E. The Association reserves the right to grieve in accordance with the procedure provided herein, within the definition of a grievance as set forth in this Agreement.

F. The Board agrees to provide released time or compensation for the President(s) of the Association. Released time for a President from the Secondary level will consist of one (1) class period per day to

be agreed upon by the President and the Board, preferably the last class period of the day. Released time for a President from the Elementary level will consist of two (2) half days or one (1) full day per week to be agreed upon by the President and the Board. Total compensation for the President(s) shall be equivalent to 25% of the B.A. (*) step for the current year. (*shall be equal to the number of years of experience that the President(s) have in that office.) The Association shall pay 60% of the cost of the President's released time or compensation and the Board shall pay 40%.

G. Upon appropriate written authorization from the bargaining unit member, the District shall deduct from the wages of any such member and make appropriate remittance for their Associate dues. The Association shall provide in writing a list of members who have given written authorization to deduct dues and the authorization forms that provide consent to such payroll deduction no later than five days before the first payroll of the new school year. The Association shall immediately notify the District in writing when a union member revokes their authorization for dues deduction. The District shall not be responsible for collecting retroactive dues payment, collecting dues during a member's unpaid leave or absence, or collecting dues when the member's pay is not sufficient to cover their share of dues. At the end of each month when dues are deducted, the District will forward a check and itemized payroll report to the Association Treasurer within ten (10) business days. In the event of any action against the Board and/or District in a court or administrative agency because of its compliance with this Article the Association agrees to defend such action, at its own expense and through its own counsel, provided:

1. The Board gives notice of such action to the Association;
2. The Board gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available to both trial and appellate levels.

H. The Association agrees that in any action so defended, it will indemnify and hold harmless the Board and its agents from any liability for damages and costs imposed by a final judgement of a court or administrative agency as a direct consequence of the Boards's compliance with this Article but does not include any liability for unemployment compensation.

Article IV
Professional Compensation

A. The salaries of teachers covered by this Agreement are set forth in Schedule A and subject to the provisions of Schedule A, which is attached to, and incorporated in, this Agreement.

B. 1. The salary Schedule A. I. is for a normal teaching load as defined in Article VI. For extra duty which has received prior administrative approval, the teacher shall be entitled to appropriate professional compensation: in compensatory time; through a teacher's hourly rate as defined in ¶ B.3; or in accordance with Sections E or F of this Article; or as listed in Schedule A. II, as may be applicable. The administration shall establish a system-wide list of additional activities for which compensatory time will be available and the amount of compensatory time associated with each. This list shall be updated with HEA input on a yearly basis and be distributed to teachers at the start of each school year.

2. Compensatory time is defined as personal leave earned by extra duty, and may be substituted for monetary payment equal to the teacher hourly rate as defined in ¶ B.3.

a. Accrued compensatory time may be used at the discretion of the teacher provided that, compensatory time shall not be scheduled for use on more than three (3) consecutive school days. Furthermore, compensatory time may not be scheduled contiguous to Christmas, mid-winter, fall, and/or spring break. Exceptions for special circumstances may be granted by the signed approval of the building principal and contingent upon substitute availability. Within five (5) days the teacher must confirm with the building principal that a substitute has been obtained.

b. Compensatory time shall be credited and deducted as follows:

For substitution at the High School, Middle School, and Elementary level during a teacher's planning period or specials time, a "unit" of instruction shall be credited and deducted in whole units. Five (5) "units" of instruction shall equate to one compensatory "day". Compensatory time can only be earned and used in whole "units".

c. A teacher may carry over a maximum of the equivalence of ten (10) days of accumulated compensatory time to the next school year. Should a teacher have more than ten (10) days of compensatory time accumulated at the end of the school year the teacher shall have the option of either converting his/her compensatory time he/she has accumulated beyond the ten (10) day carry over maximum into sick time at a one (1) compensatory day (or portion thereof) to one (1) sick leave day (or portion thereof) conversion rate or to receive compensation as described in ¶ B2(d) below.

For purposes of this provision, five (5) units (at the secondary level) or five (5) hours (elementary level) of compensatory time will equate to one day of compensatory time.

d. At any time, a teacher may trade compensatory time at the teacher hourly rate as defined in ¶ B.3 for each "unit" of compensatory time.

e. A time log will be kept by the administration. Scheduling of substitutes will not be the responsibility of the teacher.

f. A uniform procedure will be established for the processing of requests for compensatory time to the Assistant Superintendent, with the recommendation of the building principal. The decision of the Assistant Superintendent granting or denying the request shall be made in writing with a copy provided to the teacher.

3. The teacher's hourly rate is defined as .0009 of the B.A. 1 step salary. It will serve as a unit from which payment or a stipend for compensatory time and extra duty can be derived. It is not required that such pay be on a unit per hour worked basis.

C. The school calendar with legal holidays and vacation periods will be as listed in Schedule B. There shall be no deviation from this agreed schedule without mutual agreement between the Board and Association.

D. At the discretion of the administration, up to three teachers (the grievant and two others) may be released from regular duties during the school day without loss of pay or benefits for the purpose of discussing and/or processing a grievance, or for other matters with the agreement of both parties.

E. 1. At the beginning of the school year, each teacher may sign up to receive either the amount specified in ¶ B.3, or the compensatory time for substitute teaching. Such selection may be amended, in writing, at any time during the school year.

2. Any Senior High or Middle School teacher substituting in any classes other than the normal teaching load shall be paid in compensatory time per class as described in ¶ B.2(b) of this Article.

Should an elementary teacher take classes normally taught by special teachers (i.e. music, physical education, art, and media), or perform school related activity during the specials time, or a specials teacher cover another classroom, he/she shall be paid in compensatory time.

3. As new duties are identified, teachers may submit requests for compensatory time for consideration under Article IV.B.1. Compensatory time shall be considered only for those activities which are beyond the scope of the teacher's normally expected professional

responsibilities and which would be regarded as voluntary in nature. These activities shall include, but not limited to, teachers who sponsor student clubs and enrichment activities, teachers engaged in curriculum development, MTSS organized meetings, wrap around meetings, and student intervention meetings. These activities shall have prior administrative approval in order for compensatory time to be considered. If a request for compensatory time for these duties is denied, the teacher will not be pressured if he/she refuses to perform voluntary activities not reasonably otherwise within the scope of his/her professional assignment.

4. With the exception of special education teachers, for all IEP meetings, 504 meetings and child study meetings taking place before school, after school, during duty free lunch time, or during the teacher's planning period, compensatory time shall be granted for each subsequent meeting after the first four (4) meetings.

F. Counselors and/or Media Specialists required to work in addition to the teacher work days specified in Schedule B, shall be compensated for the additional work time at the teacher's hourly rate as defined in Article IV. B.3.

G. The district will pay for up to 6 credit hours per school year for graduate or undergraduate level classes at an accredited institution of higher education subject to the following limitations:

1. The district will allocate $30,000 each school year for teacher reimbursements, which are issued annually in June. If total reimbursement requests exceed $30,000, the funds will be distributed proportionally among eligible teachers.

2. Teachers with at least 1 year of service at HASS should apply for permission to take a course at least thirty (30) calendar days in advance of the beginning of the course on a form provided by the district.

3. The course must be approved by the superintendent or designee.

4. The teacher must provide documentation of the cost of the course, and proof of his/her successful completion with a grade (or the numeric equivalent) of "B" or better in order to be reimbursed. This documentation and proof must be turned in within 90 days of course completion.

5. Credits will be reimbursed at no more than $600 per credit hour.

6. A teacher may not be reimbursed for more than 6 credits per year.

Article V
Teaching Hours

A. Teachers shall be at their assigned classroom within the building as follows:

Teaching Hours
High School: 7:55 a.m. – 3:15 p.m.
Middle School: 7:50 a.m. – 3:10 p.m.
Elementary: 7:40 a.m. – 3:00 p.m.

It is agreed that the above times may be changed, by no more than twenty (20) minutes, by the Board upon prior notice to the Association. All teachers shall have a regular workday which will not exceed seven (7) hours forty-five (45) minutes, inclusive of lunch period.

All teachers are responsible for the supervision of pupils during the passing of students between classes. In performing this duty teachers shall be stationed in the hallway area near their classrooms or at their classroom door. It is recognized that circumstances may occasionally require the presence

of the teacher elsewhere.

On days preceding holidays, teachers are free from duty when buses transporting students to their homes leave the building.

Adjustments in the teacher workday, beyond those identified above, may be necessary to comply with requirements of the Revised School Code and/or State Aid Act for additional instructional hours to be provided to students in order to assure full receipt of foundation allowances and other appropriations. Implementation of any adjustments not addressed above shall be subject to negotiation between the Board and the Association at that time.

B. Duty free lunch periods will be at least 25 minutes in the secondary schools and will be 45 minutes in the elementary schools.

C. Both the Board and the Association desire to encourage innovation and flexibility at the building level while preserving the mutual commitments expressed in their collective bargaining agreement. To that end, if 2/3 of the teachers in a given building and the building Principal desire to introduce restructuring or other changes which would otherwise be prohibited or limited by a contractual provision, the teachers and Principal may respectively make written requests to the Association and Board for an exception to the Master Agreement. It is recognized that any such exception, prior to implementation, is subject to ratification by both the Board and Association. In that event, the exception shall be memorialized in a Memorandum of Agreement which shall be executed between the parties.

Article VI
Teaching Loads, Assignments, Placement, Reduction and Recall

A. The normal daily/weekly teaching load shall be:

1. The High School and Middle School will be either a six (6) period day with twenty-five (25) teaching periods and five (5) conference periods or a seven (7) period day with thirty (30) teaching periods and five (5) conference periods.

2. In coordination with the Assistant Superintendent (or designee), building principals, in cooperation with their staff(s), will endeavor to establish for each elementary teacher, daily planning time totaling 225 minutes per week to occur during the student instructional day. The Assistant Superintendent shall, upon request of the Association, consult with designated Association representatives regarding the scheduling of special subjects personnel at the elementary level.

   Elementary teachers planning time that is provided in conjunction with a student "specials" schedule shall be rotated as necessary to balance the amount of missed time in relation to scheduled half-days of school. A schedule will be established that determines which buildings receive specials on half-days that alternates the morning and afternoon special times. (Example: Building A & B share specials teachers to accomplish planning time for classroom teachers. Normally, Building A has morning specials. The scheduled half-days will rotate, so Building B receives their specials in the morning in an alternating system.)

   Any departure from these norms, except in case of emergency, shall be subject to prior consultation with the Association. In the event of a disagreement between the Board and the Association as to the need and desirability of such deviation, the matter may be processed through the professional grievance procedure in Article XV.

B. Teachers will attend all programs, assemblies, and pep meetings that are scheduled during their teaching periods. The Board agrees to continue to hire substitutes (subject to the availability of substitutes) on days when scheduled special teachers cannot be available. Elementary teachers shall be responsible for supervision of recess and may accomplish this on a rotating basis within a building

to the extent permitted by the Michigan Department of Education for counting such intervals as student instruction time.

C. 1. The district may hold up to two (2) required meetings per month after school (September through May). These meetings will normally be scheduled for the 2nd and 3rd Mondays of the month, except when otherwise agreed upon by both parties.

2. Building staff meetings can be held during the school day.

3. Administrators may call meetings for specific purposes. These meetings will not be scheduled on a regular basis.

4. All of the above meetings will normally be up to one (1) hour in length and teachers are required to attend meetings unless excused ahead of time by their principal.

D. The Board and the Association require, as a part of the teachers' professional responsibilities, participation at all school-sponsored open houses and parent-teacher conferences as described in Schedules B and C. Effort will be made to refrain from scheduling meetings during parent-teacher conference weeks. Deviations from the conference and/or open-house schedules set forth in Schedules B and C may be mutually approved by the building principal and 2/3 of the building's faculty member(s).

E. To facilitate staff input regarding educational matters, teachers may be asked to serve on professional committees. Such committee work that requires significant personal time and commitment may be subject to compensatory time or other reimbursement. The Association shall be notified of committee appointments to system-wide committees prior to the implementation of the committee.

F. The following screening and placement procedures shall be followed in the assignment of supervising teachers:

STEP 1: Principals shall forward the personal data sheets of the approved applicants to qualified supervising teachers. Such teachers shall have tenure in the system and have a professional education certificate or its equivalent. If the prospective supervising teacher has reservations about accepting the student teacher, he should confer with the Principal.

STEP 2: The supervising teacher shall present the student teacher with an overview, course of study, and list of objectives. Methods of instruction and expected student teacher conduct shall also be discussed.

Student teachers will not be used as substitutes in any classrooms except in those in which they are assigned for student teaching, and then only under direct supervision. No teacher shall be expected to have more than one student teacher per year.

G. Teachers who apply for Extra Duty positions in Schedule A. II. shall receive a job description prior to acceptance of the position. Any new Extra Duty positions shall be added to Schedule A. II. before the positions are filled.

H. Decisions about Placement, reduction and recall of a teacher shall comply with the Revised School Code Section 1248.

I. The Superintendent or designee decides placement decisions, when a vacancy exists and when a posting is made. A "Vacancy" shall be defined as an unassigned, open position or newly created position which the District intends to fill. The Superintendent or designee will notify the Association President of an open position two (2) days before the posting is made.

J. Acting within the approved budget, the Superintendent is responsible for establishing the number and nature of teaching assignments to implement the approved curriculum. If the Superintendent determines that insufficient funds are budgeted for existing staff or that a reduction in teaching staff is necessary due to a program, curricular, or other operational consideration(s), the Superintendent will recommend to the Board the teaching positions to be reduced. Prior to the issuance of layoff notices, the Association will be given an opportunity to make specific recommendations regarding the particular implementation of layoff and recall procedures planned by the district.

K. The Superintendent or designee has discretion to place, transfer, or layoff or recall a Bargaining Unit member into a position for which they are certified for, for a reason that is not arbitrary or capricious including, but not limited to, the following clear and transparent factors:

1. Compliance with State and Federal laws, regulatory standards, and state grant, and categorical funding requirements.
2. Qualifications determined by the district, including but not limited to credentials necessary for school or program accreditation.
3. Disciplinary record.
4. Effectiveness based on previous evaluations.
5. Length of service in the grade level or subject area.
6. Professional development, special training, additional training, additional certification(s), and experiences that lend themselves to the classroom.

L. The Teacher and Association will be notified in person, and outside of the working day or otherwise agreed, of the anticipated placement change and the reason for the change by the Superintendent or designee.

M. A Teacher is eligible for recall for twenty-four (24) months from the date the district implemented the reduction in force. Teachers placed on layoff will continue to receive all insurance benefits until the end of the month following the layoff notice. Teachers wishing to continue insurance beyond that point may do so on their own by purchasing COBRA continuation coverage. Teachers returning from layoff will be considered active employees upon receiving notice. Should a Teacher refuse to return from layoff within five (5) business days during the school years, or ten (10) calendar days during the summer break, they shall be deemed to have voluntarily quit. All fringe benefits will be restored to Teachers returning from layoff.

N. Probationary Teachers cannot grieve any aspect of this Article. Tenured Teachers may grieve alleged violations of this Article, and may seek mediation at any point in the grievance process.

Article VII
Teaching Conditions

A. The Board and the Association recognize that the availability of optimum school facilities for both student and teacher is desirable to ensure the high quality of education that is the goal of both the Association and Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach, and, thus, the organization of the school and the school day should be directed at ensuring that the energy of the teacher is primarily utilized to this end.

B. Guidelines for class size are established in terms of pupil maximums. Paraprofessional time or compensation as specified herein is to be provided if the maximum is exceeded on or after the state count day of each semester. The building principal will meet with any teacher whose class(es) exceed the maximum to confirm the amount of paraprofessional time or compensation to be provided. This meeting will occur within five (5) work days of the maximum being exceeded.

The district will provide one (1) of the following: one (1) hour of paraprofessional time for every five (5) pupil-hours above the listed maximum; one (1) full unit of compensatory time for every five (5) pupil-

hours above the listed maximum; or the teacher's hourly rate defined as .0009 of the B.A. 1 Step salary for every five (5) pupil-hours above the listed maximum.

EXAMPLE: A secondary teacher instructs one class, one student over the maximum. They shall receive an additional $32.85 per week (5 days) for the student over the contractual maximum.

EXAMPLE: An elementary teacher has one student over their contractual maximum. They shall receive an additional $32.85 per day for instructing the additional student.

EXAMPLE: A secondary teacher instructs one student in excess of the maximum. For each week the overload exits, the teacher shall earn one (1) unit of compensatory time for each student over the maximum.

EXAMPLE: An elementary teacher instructs one student in excess of the maximum for the entire instructional day. For each week the overload exists, the teacher would accrue five (5) hours of compensatory time (i.e., 5 pupil hours = 1 hour x 5 days = 5 hours).

EXAMPLE: An elementary teacher instructs one student in excess of the maximum for the entire instructional day. For each week the overload exists, the teacher would accrue five (5) hours of paraprofessional time (i.e., 5 pupil hours = 1 hour x 5 days = 5 hours).

The paraprofessional time or compensation will be limited to the number of pupil-hours that the teacher is assigned a student or students over the maximum and shall be prorated should the number of students over the maximum either increase or decrease during the semester.

For this calculation only, a full-day of one (1) student over the maximum will be equal to five (5) hours of eligibility for paraprofessional time or other compensation specified in this subsection. If paraprofessional time is to be used, the paraprofessional time will be made available within ten (10) work days of the meeting of the principal and the teacher, and will be prorated back to the first day of the overload. If compensation is to be provided as specified herein, the compensation will commence within ten (10) work days of the meeting of the principal and the teacher, and will be prorated back to the first day of the overload. Teachers who have been given an assignment that places them over the maximum during the first two weeks of the semester but the number of students is adjusted as to bring the teacher's assignment back under the maximum by the end of the first two weeks of the semester are not eligible for any compensation or paraprofessional time.

1.	Class or level	Maximum
a.	Young Kindergarten	22
b.	Kindergarten	25
c.	First grade - second grade	26
d.	Third grade – fifth grade	27
e.	Sixth grade - twelfth grade	30
f.	Alternative Education	24
g.	Remedial classes*	27
h.	HS and MS Physical education	37
i.	Seat Time Waiver	35
j.	Blended Seat Time Waiver	65

*Remedial classes are defined as: All classes labeled "Applied" (H.S.), Algebra Readiness (H.S.), and

Applied Language Arts 9-10 (H.S.). It is understood that future classes with similar criteria will fall under these guidelines.

2. Classes not listed are not included in the above maximum. However, any teacher may confer with building principals to discuss class size problems and possible solutions.

3. Any chemistry or computer-based class with permanently established learning stations may not exceed a student load greater than the number of those learning stations.

4. Special education students shall be counted only for the time they are regularly scheduled to be in the teacher's classroom. If a special education student is being provided educational services by another teacher, that pupil will not be counted for that interval on the regular teacher's class load.

   Classes that are team taught or co-taught with a special education teacher (i.e., the special education teacher is regularly assigned to the classroom) shall be subject to the above maximum for individual classrooms. Any remedy for exceeding the class size maximum shall be allocated equally between the special education teacher and the regular classroom teacher.

5. Any of the above limitations may be exceeded after the state count day of each semester to allow for enrollment of new students. Paraprofessional time or compensation, as selected by the teacher, will be provided, on a pro-rated basis, as defined above.

6. During the first two weeks of school, students shall be reassigned in classes and/or buildings as necessary to provide for class loads to be as evenly balanced as is practicable.

C. The Board recognizes that appropriate texts, including integrated textbooks and supplementary materials dealing with minority group contributions, library reference facilities, maps and globes, laboratory equipment, current periodicals, standard tests and questionnaires, computerized services (hardware, software, forms), and similar materials are the tools of the teaching profession. The parties will confer as need arises for the purpose of improving the selection and use of such educational tools and the Board agrees to promptly consider the implementation of all joint recommendations thereon made by its representative and the Association.

D. The Board shall require that each teacher shall prepare proper daily lesson plans. In addition, teachers shall provide information necessary to assist substitute teachers in their temporary assignment.

E. The Board and the Association agree that major effort shall be made to reduce the number of non-professional responsibilities. As part of its responsibility, the Board shall provide service to reproduce, in a timely manner, learning materials for teachers who wish to avail themselves of such service.

F. Under no conditions shall a teacher be required to drive a school bus or to assist in fund raising activities as part of his/her regular assignment.

G. The Board shall make available in each school adequate lunchrooms, lounges, equipment and lavatory facilities for teacher use. The Board agrees to meet and confer with the Association to seek mutually acceptable solutions where these conditions do not exist.

H. Adequate parking facilities shall continue to be made available to teachers for their exclusive use during the teaching day. The Board agrees to meet and confer with the Association to seek mutually acceptable solutions where these conditions do not exist.

I. All teachers will be paid on a twenty-six (26) pay period schedule. If a teacher provides written notification to the Business Office by May 15, he/she shall be paid the remaining balance of salary for that school year on the 21st pay. If extenuating circumstances arise after May 15, exceptions will be

considered.

J. School mailboxes shall be placed in each building with the delivery of school mail, school communications and payroll to the boxes. This delivery shall be on a daily basis if there are items for delivery.

K. 1. The Board and Association agree that when an Act of God or an employer directive forces the closing of a school or other facility of the Board, teachers shall be excused from reporting to duty and shall suffer no loss of pay for the day.

2. If the Board is required by law to reschedule any such days or hours, teachers shall work such days or hours without additional pay or benefits. Such days/hours shall be scheduled in the order that they are listed in Schedule B, and may be rescheduled on a district, building, or grade basis.

3. School-sponsored activities and practices (at staff request and with the approval of the administration) may be held if improved weather conditions permit. Teachers unable to attend because of weather conditions will not be penalized.

4. The Board and the Association agree that when an Act of God causes a teacher to be unable to report to work (or to report to work late) such absence shall be charged to compensatory time, personal leave, or sick leave. The teacher shall notify his/her supervisor immediately. The teacher must make every reasonable effort to report under the circumstances. Should the teacher have exhausted such leave time, then the teacher's pay shall be reduced by the current substitute teacher pay rate for each day missed or by a prorated portion of the day missed.

5. When the opening of school is delayed, teachers will report no later than 15 minutes before classes actually begin. When students are released early, teachers will be allowed to leave 15 minutes later.

6. It is understood that the provisions of this Agreement pertaining to days of student instruction and student instructional hours are intended to comply with requirements which permit full receipt of State Aid without penalty. Should State law require fewer days or hours be rescheduled than provided in this contract, the Board and Association shall meet to revise the School Calendar.

L. The Board, the Association, and each teacher agree to work to improve classroom conditions that are not conducive to good health and good education. The parties agree to meet and confer to seek mutually acceptable solutions where these conditions do not exist.

M. The district agrees that generally it will work to avoid assigning more than three separate class preparations per semester to teachers at the middle school and high school. However, when the district determines it is necessary to do so, it will first meet with the affected teacher to explain and discuss the situation and seek mutually acceptable solutions.

N. Least Restrictive Environment/Medically Fragile

1. Application of this section shall apply to identified special education students in the following categories; SEI, SCI, SXI, MoCI, PI, OHI, SLD, MiCI, EI, ASD and medically fragile students.

2. No bargaining unit member shall be required to provide custodial care or school health service (Defined as an act or function constituting the "Practice of Medicine" within the meaning of the public health code [MCL 333.17001]), except in an emergency situation. If a teacher will be providing instructional or other services to a student listed in sub-section 1, the teacher, or another adult who will be present when the instruction or other services are being provided, will be advised of the steps to be taken in event an emergency arises related to the student's medical condition.

3. If a teacher has a reasonable basis to believe that a student with a disability has a current individual education plan (IEP) that is not meeting the student's unique needs as required by law, the teacher will advise his/her principal of that opinion in writing.

4. On a case-by-case basis, the Board will determine what training and other support should be provided to a teacher who will be providing instructional or other services to a student with a disability. If a teacher disagrees with the Board-determined training and support, the teacher may appeal to a committee composed of two (2) teachers elected by the Association and two (2) administrators selected by the Superintendent. The committee shall invite a fifth (5th) person to participate with the committee. The committee shall determine the appropriate training and/or support services.

5. The Board and Association acknowledge that the policy of Least Restrictive Environment is legally mandated. It is also recognized that the extent to which any individual student with a disability 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). Although it is agreed that the participation and right to participation of a student with a disability in regular education programs and services cannot be affected by this Agreement, the Board does agree to consider how the placement of a student with a disability will affect teachers when determining the placement of a student with a disability.

6. The Board shall determine the need for a teacher who will be providing instructional or other services to a student with a disability to participate in the IEPC which may initially place (or continue the placement of) the student in a regular education classroom. The Board shall provide release time in the event the Board directs or authorizes a teacher to attend an IEPC which is scheduled during the time the teacher is assigned to teach a class.

O. For Michigan Department of Education mandated tests, such as the Michigan Merit Exam or its successor, that are administered during normal teaching hours, a teacher may be required to proctor such a test(s) in lieu of his/her normal teaching duties provided that said teacher receives the equivalency of his/her conference time and duty-free lunch during that testing day. Should it be necessary for a teacher or teachers to read such tests to a student or students the assignment of these test readers will be made in the following order until the number of teachers required to read the test is satisfied: 1) any volunteer teacher 2) any teacher who it is part of their regular assignment to read tests to students 3) any teacher who has special training in reading materials to students 4) teachers within a specific subject area for which the test is being administered 5) remaining teachers in reverse order of seniority to the district. The Board may require teachers who do not have an assigned proctor position or normal teaching responsibility to participate in professional development and/or school improvement activities provided they allow for the equivalency of his/her conference time and duty-free lunch for that day.

Article VIII
Definitions

A. "Certification" shall be defined as a valid Michigan teaching certificate.

1. The teacher represents that he holds all certificates, endorsements and approvals required by law and Michigan Department of Education regulation to serve in the position assigned. Failure to hold any such certificates, endorsements or approvals shall be cause for termination. Further, it is the teacher's responsibility to file such certificates, endorsements or approvals with the school district. The certification status of a teacher on file with the school district shall be considered conclusive for all purposes under this contract. Should a teacher seek to nullify or otherwise limit one or more endorsements or grade level certifications appearing on his/her teaching certificate at any time after March 15 and before the next ensuing January 31, such teacher, if tenured, shall immediately have his/her seniority placement and date adjusted to the position on the seniority list immediately above the most senior probationary teacher unless that adjustment would result in an increase in seniority for the tenured teacher. If the teacher seeking to nullify or limit the

endorsement or grade level certification is probationary, his/her seniority placement and date shall immediately be adjusted to the position immediately below the least senior probationary teacher.

2. A non-certificated teacher meeting the requirements of Section 1233 b of the Revised School Code, a non-certificated counselor employed under Section 1233 of the Revised School Code or a non-certificated speech and language services teacher meeting the requirements of Section 1237 of the Revised School Code (or their successor provisions) shall be considered to be certified teachers for purposes of this contract.

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

B. "Seniority" shall be defined as length of continuous, contracted service within the bargaining unit as of the teacher's effective date of employment. "Effective date of employment" is defined as the earliest date of any of the following alternatives:

1. The first day the teacher reported, or was scheduled to report, for work in his regular contractual position, or

2. The first day the teacher was placed on salary as a long term substitute, providing there was no break exceeding ten (10) days between service as a long term substitute and the regular contractual teaching position, or

3. The first day the teacher reported to work in a position that is currently within this bargaining unit, but was instituted, in, and formerly administered by, another school district or government agency, as a predecessor to the Hastings Area School System.

In the event of equal seniority, all individuals so affected will participate in a drawing to determine placement on the seniority list. The Board and the Association shall set the time and place of said drawing and representatives of both parties shall have the opportunity to be present. Bargaining unit members so affected will be notified in writing of the date, place and time of the drawing. Such a drawing will take place prior to March 1.

The Board shall prepare a seniority list and deliver the same to the Association President by March 10 annually. If the Association believes that the seniority list so submitted is inaccurate for any reason, it shall notify the Superintendent of the alleged error(s), in writing, by March 31.

The definition of "seniority" does not denote seniority in a building, grade or subject.

Any teacher who shall be transferred to a supervisory or administrative position, and shall later return to teacher status, shall retain all seniority earned prior to such transfer to supervisory or administrative status.

C. "Continuous service" begins with the last date of hire and continues until termination of employment or transfer from the bargaining unit, subject to the following:

1. Leaves of absence (paid and unpaid) granted pursuant to the terms of this Agreement and periods of layoff shall not interrupt continuous service and seniority shall continue to accrue during all such periods on or after the commencement of the 1986-1987 school year. With

respect to periods prior to the 1986-1987 school year, seniority shall be determined by the content of a Letter of Agreement between the District and the Association entered into in March, 1999.

2. A teacher shall lose all seniority rights if he retires, resigns or is discharged.

D. Unit shall be defined as a personnel structure under a building principal. A building that normally has its own principal shall not be considered part of another "unit" when another principal's personnel structure is enlarged to include that building.

E. Last day of school shall be defined as the last day of instruction.

F. Conference period shall be considered synonymous and interchangeable with "preparatory period" and "planning period". The conference shall be of at least the following duration:

1. High School and Middle School – an average of not less than fifty-five (55) minutes per day over a one week period.

2. Elementary schools - the number of weekly minutes identified in Article VI of this Agreement unless by mutual agreement some other time frame is designated.

Article IX
Paid Leaves

A. Paid Leave

1. Each teacher shall be granted ten (10) days per year for paid leave that may be used at his/her discretion.
   - The teacher's personal illness
   - Illness of a family member (spouse, father, mother, sister, brother, father-in-law, mother-in-law, grandparents, or dependent of immediate household residence)
   - At the teacher's discretion for conducting personal business which could not be conducted without otherwise taking time off
   - Up to seventy-two (72) hours of sick leave may be used each year for all purposes allowed by ESTA. ESTA time does not roll over from year to year.

2. Each teacher shall be entitled to an accumulation for the unused portion of each year's paid leave as specified in Schedule A, which shall be available in future years at full pay. The accumulated leave shall not be reduced until the current ten (10) days of the current school year have been used.

3. Any teacher who is absent because of injury or disease compensable under the Michigan Workers' Disability Compensation Act, shall receive from the Board the difference between the allowance under the Workers' Disability Compensation Act and his regular salary for a period of 90 calendar days with no subtraction from accumulated sick leave. Said 90-day period is to be extended when school is not in session. Upon the completion of this 90-day calendar period, the teacher may use his accumulated sick leave on a pro-rated basis determined by the percentage of earnings not covered by the Workers' Compensation received.

4. In the event of extended leave for a disabling condition, for the mutual protection of the teacher and the Board, the teacher shall present a doctor's statement that the teacher is able to resume work.

5. Compensatory time and/or paid leave shall not be scheduled for use on more than three (3) consecutive school days. Furthermore, compensatory time and/or paid leave (other than for illness) may not be scheduled contiguous to Christmas, mid-winter, fall, and/or spring break. Teachers will be granted one (1) once-in-a-lifetime exception to this rule over the course of their tenure with Hastings Area School System to be granted up to five (5) consecutive days off. Use of

compensatory time and/or paid leave for this exemption requires signed approval from the building principal and district administration and is contingent upon substitute availability.

6. Leaves of absence with pay not chargeable against the teachers' paid leave allowance shall be granted for the following reasons:

   a. Bereavement leave of up to three (3) days for a death in the immediate family (spouse, and parents and siblings thereof; sons and daughters, and spouses and children thereof; parents, and spouses thereof; brothers and sisters, and spouses and children thereof; grandparents and grandchildren, and spouses thereof; domestic partner and parents thereof, including domestic partners and any individual listed here; or any legal resident of a teacher's home) of a teacher or spouse. Up to five (5) days leave shall be granted if the deceased family member is over 250 miles from Hastings. Bereavement leave will be up to five (5) days for the death of a spouse or child. Days beyond these will be charged to sick leave.

   b. Absence when a teacher is called for jury service. The teacher shall remit to the Board of Education all fees received as remuneration for serving as a juror.

   c. Court appearance as a witness in any matter other than as a party or Association witness against the Board in any case connected with the teacher's employment or the school, or whenever a teacher is subpoenaed to attend any proceeding.

   d. Approved visitation at other schools or for attending approved educational conferences or conventions.

   e. Teacher absence due to CDC or other health department quarantine, mumps, scarlet fever, measles, head lice, pinkeye or chicken pox, not to exceed five (5) days. Any absence under this section shall require a doctor's certification or proof of positive test results in order for the teacher to receive compensation.

   f. The Association shall be provided with five (5) days each school year for release of teachers for the purpose of conducting or participating in Association business. Up to two (2) unused days may be accumulated and carried forward from each school year, not to exceed ten (10) days total for use in any one school year.

7. Any teacher who is a member of a branch of the Armed Forces Reserve or the National Guard shall be paid the difference between his military pay and the regular pay he would receive from the Board for up to 2 weeks when the teacher is on full-time active duty in the Reserve or National Guard during the school year. Per diem and uniform allowance shall not be considered a part of military pay. Proof of service and pay must be submitted.

B. Sabbatical Leave

Pursuant to Section 380.1235 of the Revised School Code, teachers who have been employed for seven (7) years may be granted a sabbatical leave for one year upon application to and with the approval of the Board. During said sabbatical leave, the teacher shall be considered to be in the employ of the Board and shall be paid, by the Board, the difference between whatever stipend he may receive and his full salary for that year including all fringe benefits. This provision shall not apply to any sabbatical leaves which the Board is legally required to grant.

The teacher shall agree to return to employment in the Hastings Area School System for a period of two full years immediately following the completion of his sabbatical leave or refund on the Board's grant, where the teacher has received compensation and/or fringe benefit continuation from the Board during leave.

Any period spent on sabbatical leave shall be treated as teaching service for the purpose of applying

the salary schedule set forth in Schedule A of this Agreement.

C. Insurance shall be provided as specified in Article XIV during paid leave of absence.

D. Application of Family and Medical Leave Act to Utilization of Paid Sick Leave

1. For purposes of the Family and Medical Leave Act (P.L. 103-3) sick leave allowed and which is taken under this Article shall be charged against the bargaining unit member's entitlement under the Family and Medical Leave Act, at the election of either the Board or the bargaining unit member. This shall apply to:

   a. Sick leave which is utilized to care for a family member (child, spouse or parent) with a serious health condition, including where a teacher must make arrangements for necessary medical and/or nursing care. [See ¶ A (1); ¶ A (2) (a) (parents); ¶ A (2) (b)]

   b. Sick leave which is utilized due to a serious health condition (excluding disability related to pregnancy and/or childbirth) which renders the teacher unable to perform the functions of his/her job. [See ¶ A (1); ¶ A (4); ¶ B (2) (e)]

E. Intermittent and Reduced Schedule Leave

Where a bargaining unit member requests intermittent leave or reduced schedule leave for purposes authorized under the Family and Medical Leave Act and would be on leave for more than twenty percent (20%) of the total number of working days over the period the leave would extend, the Board may require that the teacher:

1. take leave for the duration of the planned treatment

OR

2. transfer temporarily to an alternative position for which the teacher is certified and qualified (and which has equivalent pay and benefits) where the temporary transfer would better accommodate the need for recurring leave, in comparison to the teacher's current assignment.

F. Intermittent leave, to the extent required by the Family and Medical Leave Act, shall be taken in intervals of not less than two (2) hours. Employees shall attempt to schedule intermittent leave so as not to disrupt the continuity of services and instruction.

Article X
Unpaid Leave

A. Any teacher whose personal illness extends beyond the period compensated through use of accumulated paid sick leave shall be granted a leave of absence without pay for up to twelve (12) months from the date on which paid sick leave is exhausted, as is necessary for complete recovery from such illness or disability. A teacher must return to work for ninety (90) duty days at the end of this leave, before he/she may apply for another leave period under this provision.

1. Teachers accessing leave under this section shall provide written notice of their intent to take leave at least thirty (30) days prior to the date on which leave is to commence. If the teacher must begin medical treatment sooner, notice shall be given as promptly as is practicable under the circumstances.

2. The Board has the right to receive medical certification from the teacher's health care provider regarding the necessity for leave taken under this section. The teacher will facilitate and cooperate in the furnishing of such information which shall include:

a. The date the illness or disability commenced and the health care provider's best medical judgment concerning the probable duration of the condition; and

b. Information necessary to determine eligibility for leave under the Family and Medical Leave Act; and

c. Either a statement that the teacher is unable to perform work of any kind, or a statement that the teacher is unable to perform the essential functions of the teacher's position, with or without reasonable accommodation.

3. The Board has the right to require that a second medical opinion (at Board expense) be obtained. If that opinion differs from that of the teacher's health provider, the teacher and Board (in consultation with the Association, if requested by the teacher) shall mutually designate a third health provider whose opinion relative to leave eligibility or initial fitness to return to work shall be considered final and binding on the Board, the teacher and the Association. The cost of this examination shall be paid by the Board.

4. The Board shall have the right to require recertification during the leave period and medical certification of the teacher's fitness to return to duty at the expiration of the leave period.

B. Unpaid leave of absence will be granted to a teacher for:

1. Service as an officer of the Michigan or National Education Associations. The leave shall extend through the term of office, not to exceed two (2) years.

2. Service in public office as follows:

a. Major Public Office: (Service in Federal or State Legislative bodies or similar positions). Leave shall be granted, upon request, to campaign or serve in a major public office. If successful, the leave of absence shall extend through the term of office, not to exceed two (2) years. If the candidate is unsuccessful, he shall be allowed to return to the District following the campaign.

b. Minor Public Office: (County Commissioner, City Council, Township Officials). Campaigning for, or serving in a minor public office does not constitute sufficient grounds for extended leave. Leave without pay shall be granted to attend regular and committee meetings of these offices.

c. Appointive Office: (Commission boards, agencies, etc. of the state, federal, and local governments). If the appointment does not constitute full employment, it shall be treated as a minor public office. If the appointment does constitute full employment, it shall be treated as a major public office.

3. Up to one (1) year for the purpose of critical care of any immediate family member (spouses, siblings, parents, grandparents, children), or for the care of any individual for whom the teacher is the legal guardian.

An unpaid leave of absence taken for the purpose of caring for a spouse, child or parent with a serious health condition, as defined by the Family and Medical Leave Act, shall be taken concurrently with this leave provision to the extent of the teacher's eligibility under the Family and Medical Leave Act.

4. Up to one (1) year for the purpose of childcare. Beginning and ending dates are to be agreed upon at the time of the request. In most cases, such leave will end at the end of the school year. Other ending dates will be considered if satisfactory arrangements can be made.

a. An unpaid leave of absence taken for the purpose of caring for a child with a serious health condition or because of the birth of a child (and in order to care for that child) or due to a placement for adoption or foster care, as defined by the Family and Medical Leave Act, shall be taken concurrently with this leave provision to the extent of the teacher's eligibility under the Family and Medical Leave Act.

b. Leave taken under this section in connection with the birth of a child due to placement for adoption or foster care must be concluded at the end of the twelve (12) month period beginning on the date of birth or placement, as is applicable.

C. Leaves of absence without pay may be granted upon application and with approval of the Board for the following purposes:

1. Study related to the teacher's license field.

2. Study to meet eligibility requirements for a license in the field of education other than that held by the teacher.

3. Study, research or special teaching assignment involving probable advantage to the School System.

4. Professional renewal.

The duration of such leave shall also be approved by the Board at the time of application.

D. Up to one (1) year unpaid leave for other purposes may be granted upon approval of the Board.

E. General conditions pertaining to unpaid leaves shall be as follows:

1. Seniority shall remain unbroken and shall accumulate during the unpaid leave. However, no experience credit for the purpose of entitlement to benefits under this contract shall accrue during unpaid leave.

2. The employee taking unpaid leave shall be responsible for payment of premium (to the extent continuation coverage is available under COBRA) during such leave, except the Board will be responsible for payment of premiums for the following leaves:

a. Personal illness/disability taken under ¶ A of this Article.

b. Where leave is taken for the purpose of caring for a spouse, child or parent with a serious health condition, as defined by the Family and Medical Leave Act, and as referenced under ¶ B (3) and ¶ B (4) of this Article, Board paid medical insurance premium continuation shall not exceed twelve (12) weeks or the extent of the teacher's entitlement under the Family and Medical Leave Act, whichever is less. Any insurance premium continuation by the Board due to the teacher's utilization of paid leave for purposes specified in this subsection shall be credited to the above interval.

c. Where leave is taken for the purpose of caring for a newborn child or due to placement for adoption or foster care, as defined by the Family and Medical Leave Act, and referenced in ¶ B (4) of this Article, Board paid medical insurance premium continuation shall not exceed twelve (12) weeks or the extent of the teacher's entitlement under the Family and Medical Leave Act, whichever is less. Any insurance premium continuation by the Board due to the teacher's utilization of paid leave for purposes specified in this subsection shall be credited to the above interval.

3. If the teacher fails to return from leave at its expiration (except in the event of the continuance, onset or recurrence of a serious health condition of the teacher or other circumstances beyond the teacher's control) the Board shall have the right to recover all premium payments made during the unpaid leave interval with the exception of those premium payments allocable to use of paid sick leave. These amounts may permissibly be deducted from any wage or other payments due the teacher with any deficiency to be remitted by the teacher to the Board within fifteen (15) days of demand.

4. All requests for unpaid leave shall be submitted to the Superintendent in writing, shall specify the desired beginning and ending dates, and shall state the purpose for which leave has been requested. Should any request be denied, the Board will notify the applicant, in writing, of the reasons for denial.

    a. Requests for leaves of absence covered in sections B(1), B(2), C and D of this Article shall be submitted to the Superintendent no later than May 1st of each school year with the following exceptions. Should extenuating circumstances occur after May 1st, requests explaining such circumstances will be considered.

    b. Request for leave of absence under Sections B(3) and B(4) of this Article shall be made at least thirty (30) days prior to the date on which leave is to commence. If circumstances do not permit a thirty (30) day notice, notice shall be given by the teacher as soon as practicable.

5. An extension of up to one (1) year may be granted for all leave granted under Article XII except for Sections B.1. and B.2. The Board agrees that an extension for personal illness or critical care of dependents is desirable when there is reasonable cause to believe that the teacher will return to work as soon as possible. A teacher on leave must notify the Superintendent in writing as to the desire to extend the leave, to a specified date, at least sixty (60) days before the ending date of the leave. The Board will notify the teacher of its decision within thirty (30) days of receipt of the request. Should the extension be denied, the Board will notify the applicant, in writing, of the reasons for denial, and the teacher shall have ten (10) days from that notification to inform the Board of his desire to return to service. Failure to indicate this desire to the Board may cancel the conditions of the leave, and thus, their reemployment guarantee.

F. The Board of Education agrees to provide a teaching position upon leave termination to those individuals who have been granted leaves of absence under this Article. Assignment to a position for which the teacher is certified and qualified shall be considered as restoration to an equivalent position for purposes of applying the Family and Medical Leave Act.

    1. A teacher on leave must notify the Superintendent in writing as to the desire to return to work at least sixty (60) days before the ending date of the leave. Failure to indicate this desire to the Board may cancel the conditions of the leave, and thus, their reemployment guarantee, to the extent permitted by law.

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

G. The Board (acting through its administration) shall have the right to require medical verification of a teacher's fitness for duty or verification of absence in the following circumstances:

    1. Verifying a teacher's eligibility for leave taken under this Agreement. Verification shall not be requested unless there is an absence exceeding five (5) work days, except for those circumstances where the administration has an independent and articulable basis for asserting that leave is being misused.

    2. To evaluate a teacher's fitness for duty where the Board has reasonably founded concerns,

addressed with the teacher, in writing, in advance, regarding the teacher's physical and/or mental ability to perform the duties of his/her assignment.

3. The procedures for obtaining medical certification under this paragraph shall be as set forth in A(2), (3) and (4) of this Article.

The Board shall pay the cost of any physical or mental examination required under this paragraph.

H. Employee medical information obtained by the Board (and its administration) under this Article shall be limited to that necessary to effectuate paragraphs A and G, above. Where the requested verification involves reasonably founded concerns pertaining to a teacher's fitness for duty, the Board (acting through its administration) shall set forth these concerns, in writing, to both the teacher and the examining health care provider(s). To the extent permitted by law, results of examinations and medical inquiries shall be maintained on a confidential basis by both the Board (and administration) and the Association (provided that the affected teacher has consented to disclose such information to the Association). This shall not prevent disclosure, when and if necessary, of such information to administrative personnel having supervisory authority over the teacher.

Article XI
Terminal Pay

A. A terminal leave payment for unused, accumulated paid leave days will be paid upon retirement, provided the teacher shall have been employed in the school district for fifteen (15) years. The payment shall be calculated using the accumulated paid leave days (with a maximum of 170) multiplied by $75/day. Such payment shall be paid within forty-five (45) calendar days of the last date of service. Days compensated in this manner may not be donated to the sick leave bank.

B. In order to qualify for the above payment, an otherwise eligible retiring teacher shall notify the Superintendent by April 15 for a retirement effective at the end of the school year. Such notification shall be made by November 1 for a retirement effective at the end of the calendar year.

C. The terms "employed in the school district" whenever used in this Article shall mean employment as either a member of the bargaining unit as defined in the Recognition clause (Article I, ¶ A) of this Agreement or time employed in any professional administrative capacity for the Hastings Area School System. All other periods of non-bargaining unit service to the Hastings Area School System shall not be regarded or considered by the parties as time "employed in the school district" for purposes of eligibility for terminal leave retirement incentive, or other separation payments under this Article.

D. A "year" of employment for purposes of this Article shall be fulfilled by teaching or administrative service of at least 93 days in a school fiscal year (July 1 - June 30). For purposes of this provision, "teaching or administrative service" shall be inclusive of periods of paid leave. Bargaining unit members who are "employed in the school district" (as defined in ¶ E of this Article) for less than 93 days in a given school year, may aggregate partial years of bargaining unit and/or administrative service with the Board for purposes of meeting the years of service requirements under this Article.

E. An employee may choose to convert terminal pay into a pre-tax benefit or any defined tax free vehicle, once 50 days of sick time have been accumulated. Employees opting to convert accumulated sick time must notify the District prior to the first pay period of each school year. No teacher, in the use of this article, can go under 50 accumulated days of sick time.

Article XII
Insurance Protection

A. The district will provide the following annual payments for health insurance for all full-time teachers for the 2022 – 2025 school years:

Calendar Year 2025
$7,718.26 for a single subscriber
$16,141.28 for a two-person family
$21,049.85 for a full family

These amounts will be adjusted annually by the state treasurer per Public Act 152 of 2011 and the district will pay the adjusted amount.

The annual premium will be divided by 12 and paid on a monthly basis subject to the rules and regulations of the carrier.

All other non-medical Ancillary Benefits defined as vision, dental, Life, Accidental Death and Dismemberment, and Long Term Disability insurance shall be fully paid by the employer to all eligible employees of the bargaining unit.

Ancillary Benefits

- Vision: VSP 3
- Dental: Delta Dental 80/80/80/80, $1,200 annual max, $1500 lifetime max for class 4
- Negotiated Life: Group Life and AD & D $40,000
- Negotiated Long Term Disability: 66 2/3% Max $5,000/$7,500, 180 CDMF

The Board will provide an interest free loan to teachers who enroll in the HSA Plans. The purpose of the loan is to allow the employee to make an immediate contribution to his or her Health Savings Account (HSA). The loan shall be in an amount requested by the employee, which shall not exceed ½ of the amount of the deductible under the HSA Plans based on the coverage tier of single, two party, or full family in which the employee is enrolled. The loan shall be available January 1 of each year and repaid through June 30 of the same year. At the time the loan is made the employee will sign a form specifying the amount of the loan to be directly contributed into the employee's HSA account and authorizing the Board to take payroll deductions to repay the loan.

B. Insurance premiums contributions, as specified in ¶ A of this Article, shall be paid by the Board for a full twelve month period beginning July 1 each year for employees who complete a full year of teaching. Board payment of insurance premiums for insurance coverage shall terminate as follows:

1. When a teacher's employment is terminated at the end of the school year, insurance entitlement under this contract may continue through June 30 of the current year at the teacher's discretion. Should a teacher obtain other coverage prior to June 30 of the current year, he shall forgo any duplicated coverage paid by the Board, provided there is no loss of benefits.

2. When a teacher's employment is terminated during the school year (except by resignation), the Board shall pay the premiums for a pro-rated fraction of the twelve months, based on the ratio of the number of days worked by the teacher during the school year in which the teacher's employment is terminated in comparison to the total number of teacher work obligation days designated on the school calendar for that same school year.

3. When a teacher begins an approved leave of absence without pay:

   a. When leave commences during the school year, the Board shall pay premiums for a pro-rated fraction of the twelve months, based upon the same ratio expressed in ¶ B(2), above.

   b. When leave commences at the end of the school year, insurance coverage shall continue through June 30 of the current year.

   c. When leave is for personal illness, the Board shall pay the premiums as stated in Article X,

4. When a teacher is notified of lay-off, after the end of one school year and before the start of the next school year, his insurance coverage shall continue through June 30 of the current year. COBRA payments will be made by the District on behalf of the employee for July and August of that year.

5. Any person whose employment is terminated may retain full or partial insurance coverage, subject to the COBRA regulations, for up to 18 additional months by paying the Board 100% of such premium. Any teacher's dependent who loses coverage may retain such coverage, subject to COBRA regulations, for up to three additional years by paying 100% of the premiums.

C. Any teachers on lay-off or unpaid leave of absence may retain full or partial coverage for up to three years of the full lay-off or leave period by paying the Board 100% of the premiums. If any insurance carrier does not permit a non-active employee to be a part of the group, then the lay-off/leave coverage shall be that allowed by COBRA.

D. The Board agrees that through its insurance, Workers' Compensation and Employers Liability Policy and Coverage-Employers' Liability, to pay on behalf of the insured, all sums for which the insured shall become legally obligated, as damages due to bodily injury or death, by accident or disease, arising out of, or in the course of, his employment by the insured.

E. Teachers not electing health insurance shall receive $ 400.00 per month in monetary payments or other contributions as designated by the teacher. The teacher is responsible for his/her portion of any tax liability he/she may incur through his/her selection.

F. All benefits provided pursuant to the provisions of this Article of the Agreement are subject to the terms and conditions of the applicable insurance policies and/or plan coverages in effect and any claims shall be made and processed with the applicable insurance carrier and/or plan administrator. The employee must comply with all requirements for coverage specified by the insurance carrier and/or plan administrator including those for enrollment and active employment.

G. The employee must within thirty (30) days of the change, notify the Board of any change in marital status and/or number of age of dependents which would result in an adjustment of premium cost and/or plan cost incurred by the Board for the benefit coverage provided to the teacher. Any failure to do so shall make the employee liable and obligated for any overpayment of premiums or excessive costs incurred attributable to the failure to notify the Board of such information in a timely manner. Any overpayment of premium or excessive costs incurred by the Board shall be deducted from the salary of the teacher.

H. For teachers initially employed by the district after June 1, 2014, in the event that two teachers are married and both otherwise eligible for insurance benefits from the district, the district will provide insurance for either teacher that covers both teachers, one as primary and one as a dependent. No "in-lieu-of" payments provided under this agreement will be made for the teacher who is covered as a dependent by their spouse.

Article XIII
Protection of Teachers, Teacher Discipline, and Teacher Evaluation

A. A teacher's authority and effectiveness in the classroom is directly related to both effective instructional and management practices by the teacher as well as administrative support of the teacher. The Board recognizes its responsibility to give support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. When a student is removed from a class for disciplinary reasons, the student shall not be readmitted to that class until the teacher involved and the principal have had a conference. Whenever it appears to the teacher and the principal that a particular pupil requires the attention of special counselors, social workers, law

enforcement personnel, physicians or other professional persons, the Board will take such steps as may be necessary to relieve the teacher of responsibilities with respect to such pupil. This paragraph shall not be applied to deny the rights of any pupil secured by federal or state law.

B. Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board may provide legal counsel to advise the teacher of his rights and obligations with respect to such assault and shall render assistance to the teacher in connection with the handling of the incident by law enforcement and judicial authorities.

C. In case of any complaint or suit filed against any teacher by reason of disciplinary action taken by the teacher against a student, the Board will provide legal counsel and render necessary assistance to the teacher in his defense. If the final judicial decision indicates teacher liability, all expenses not covered by insurance shall be paid by the teacher.

D. Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher if it is determined that the teacher is not liable.

E. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property, but shall not be individually liable, except in case of gross negligence or gross neglect of duty, for any damage or loss to person or property.

F. The Board will reimburse teachers for loss, damage or destruction of clothing or personal property, while on assigned duty, which is not covered by the teacher's personal insurance, provided the loss, damage or destruction is not the result of negligence by the teacher in the use and/or care of the property and provided the use of expensive personal property is approved in advance by the building principal. The teacher shall provide the building principal with an accurate description of the property to be used, with all identification information, and a statement of its anticipated use, including security measures to be used. Also, the teacher must provide the principal with the date and place of purchase and the original purchase price paid for the property. In the event of a covered loss, damage or destruction, the teacher will be reimbursed based upon the then current fair market value of the property or the repair cost, whichever is less. Also, the teacher must cooperate in seeking recovery and/or restitution from, any person responsible for the loss, damage or destruction of the property.

G. Any reasonable complaint or concern submitted to the Board or the school administration directed toward the teacher(s) shall be shared with the teacher(s) as soon as possible and the teacher(s) shall receive a copy of complaint no later than 3 days (as defined in Article XV,D.) after it is received. Should the administrator deem a meeting is necessary, then the teacher(s) may request a representative of the association to be present.

H. All bargaining unit Professional Staff Members will have notice that a reprimand, warning or discipline is forthcoming. The bargaining unit member teacher shall be entitled, at all times, to have present a representative of the Association when the member teacher is being reprimanded, warned or disciplined for any infraction or discipline or delinquency in professional matters. If an Association representative is requested to be present, the availability of the representative shall not unduly delay the meeting. In no event shall the Administration be restricted from taking such protective action as it may determine to be necessary to protect the rights of students and others.

Non-Teaching Professionals

No non-probationary Non-Teaching Professional Staff Member shall be disciplined, reprimanded, or warned without just cause. Any such discipline or reprimand shall be subject to the grievance procedure. The discharge of a probationary Non-Teaching Professional Staff Member is not subject to the grievance procedure. The parties subscribe to the concept of progressive discipline as required by law.

Teachers Subject to the Teacher Tenure Act

For teachers subject to the Teacher's Tenure Act discipline may be issued for a reason that is not arbitrary or capricious. Probationary teachers cannot grieve discipline. Tenured teachers may only grieve discipline. Tenured teachers may seek mediation through MERC at any point in the grievance process. The parties subscribe to the concept of progressive discipline as required by law.

I. The following progression of discipline for each unrelated incident will generally be followed prior to the imposition of any other economic discipline on any employee of the bargaining unit, provided, however, that the District reserves the right to apply disciplinary measures consistent with the severity of the infraction. Progressive discipline will generally include the following:

1. Oral warning, then
2. Written warning, then
3. Oral reprimand, then
4. Written reprimand, then
5. One-day suspension without pay, then
6. Three-day suspension without pay, then
7. Further suspension without pay, then
8. Discharge

J. The District may not rely upon prior discipline more than four (4) years old for the purpose of progressive discipline, but may only rely upon suspensions. Oral Warnings may not be included in an employees' personnel file.

K. All district teachers, including all teachers of record, will be evaluated pursuant to the mutually agreed upon and MDE approved performance evaluation system, which is attached to this agreement as Appendix A. For the 2024-2025 School Year, student growth will be based upon a growth measure mutually agreed upon by the District and the Association. The parties will meet by April 15, 2025 to determine whether the metrics should be changed for subsequent contract years.

L. Student growth data from specific students with extreme circumstances that prohibit an accurate measure of growth will not be included in a Teacher's student growth component if mutually agreed upon by the teacher and the building administrator.

M. Prior to classroom observations, the teacher shall be provided a copy of the district evaluation form and an explanation of how the observation process works.

N. If a tenured teacher has been rated "highly effective" or "effective" for three (3) consecutive year-end evaluations, they shall be evaluated every third year thereafter. If a teacher is placed on an IDP, or is subsequently rated below "effective" on a year-end evaluation, the Teacher may in the district's discretion be evaluated annually until receiving an "effective" rating for an additional three (3) consecutive years. Unless otherwise agreed, the District and Association shall meet prior to September 15 each contract year to comprise a list of tenured teachers and their evaluation status for the current school year.

O. Probationary Teachers cannot challenge any aspect of the evaluation process, including observations, the IDP, the mid-year performance review or their assigned rating. Tenured teachers may use the grievance process to appeal their evaluation. An arbitrator has jurisdiction to consider a grievance filed under the grievance procedure by a tenured teacher who receives two (2) consecutive ratings of "needing support."

P. A subcommittee will be formed by the District and the Association in order to update the metrics in the evaluation tool.

Article XIV
Association-Board Communications

A. It is contemplated that the terms and conditions of employment provided in this Agreement shall remain in effect for the length of this contract, or, until altered by mutual agreement, in writing, between the parties.

B. It is recognized that matters may arise during the term of this Agreement which may be of mutual concern to the parties. Therefore, either party may request the other to meet in order to discuss problems related to contract administration, employment conditions and other areas pertaining to school operations. When a request is made for such a meeting, the parties shall agree on the time and the location of such meeting and the meeting will be held within fifteen (15) days of the request. The party requesting the meeting must, upon request, submit written statements to the other party not less than five (5) days prior to the meeting. Both parties agree to provide information relevant to the item(s) to be discussed.

C. 1. In the event the salary schedule is reopened for negotiation, the parties will promptly negotiate for the purpose of reaching an agreement upon a revised salary schedule according to Section B, Article XVII.

2. At least ninety (90) days prior to the expiration of this Agreement, the parties will likewise begin negotiations for a new Agreement covering conditions of work, personnel policies, teacher welfare, salaries, and other problems of mutual concern.

D. 1. In any negotiations described in this Article, neither party shall have any control over selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by majority of the Board and by a majority of the membership of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority of negotiations or bargaining, subject only to such ultimate ratification.

2. It is recognized that provisions for negotiations between the Association and the Board are a creation of state government. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the Michigan Employment Relations Commission or take any other lawful measure it may deem appropriate.

E. Nothing in this Agreement shall prevent the Association from directly making recommendations to the Board concerning Board policies, actions, or matters not related to the administration of the Agreement.

Article XV
Grievance Procedures

A. Definitions:

1. A "grievance" shall be defined as an alleged violation, misinterpretation or misapplication of any provision of this Agreement.

2. The "aggrieved person" is the person or persons making the claim.

3. The term "teacher" includes any individual or group who is a member of the bargaining unit covered by this contract.

4. A "party of interest" is the person or persons who might be required to take action or against whom action might be taken in order to resolve the problem.

B. The primary purpose of this procedure is to secure, at the lowest level possible, equitable solutions to the problems of the parties. Both parties agree that these proceedings shall be kept as confidential as

may be appropriate at each level of the procedure. Nothing contained herein shall be construed as limiting the right of any teacher with a grievance to discuss the matter informally with any appropriate member of the administration or proceeding independently as described in Section E of these procedures.

C. The time limits may be shortened or extended by mutual consent, otherwise the number of days indicated at each level should be considered maximum. Failure of the grievant or Association to proceed to the next grievance step within the time limits set forth shall be deemed to constitute acceptance of the Employer's decision and shall constitute a waiver of any further appeal on the grievance.

If the grievance is filed on or after June 1, the time limits shall be reduced in order to effect a solution prior to the end of the school year or as soon thereafter as is practicable.

1. Level One

A teacher with a grievance shall discuss it with his immediate supervisor or principal; (1) individually (2) together with his Association Representative or (3) through the Association Representative. This discussion must occur within fifteen (15) days of the knowledge of the alleged violation, misinterpretation or misapplication upon which the grievance is based. The immediate supervisor or principal should respond within five (5) days of the discussion.

2. Level Two

In the event the aggrieved person is not satisfied with the response to the grievance at Level One, or if no response has been rendered within five (5) days of the Level One presentation, he may file the grievance in writing with the Superintendent of Schools within ten (10) days of the response deadline at Level One. The Association may assist in writing the grievance or the teacher may continue to process his claim without Association support. Within ten (10) days from receipt of the grievance, the Superintendent shall meet with the grievant and the Association representative to discuss the grievance. The Superintendent shall render a decision within five (5) days of the discussion.

When a grievance arises affecting more than one school building, it may be filed initially with the Superintendent within fifteen (15) days of the knowledge of its occurrence.

3. Level Three

In the event the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within ten (10) days from the date of receipt of the grievance by the Superintendent, the grievant may file the grievance with the Board of Education within ten (10) days of the disposition or deadline from the decision, whichever comes first. Within ten (10) days from receipt of the grievance, a committee of the Board shall meet with the grievant and his representative for the purpose of reviewing the grievance and seeking a mutually satisfactory solution to the grievance problem. Such meeting shall be conducted as confidentially as appropriate in accordance with Section B of this Article. It is understood that the decision on the disposition of the grievance shall be rendered by the Board no later than its next regularly scheduled meeting following the grievance meeting.

4. Level Four

In the event the grievance is not satisfactorily resolved at Level Three, or if no decision is rendered, the grievance may be submitted to arbitration by the Association. The Association must file a Demand for Arbitration with the American Arbitration Association within fifteen (15) days of the Board decision or the deadline for the Board decision, whichever comes first. The arbitrator shall be selected through the procedures of the American Arbitration Association in accordance

with its rules which shall likewise govern the arbitration proceeding. Neither the Employer nor the Association shall be permitted to assert in such arbitration proceeding any ground or to rely on any evidence, not previously disclosed to the other party. The decision of the arbitrator, if within the scope of his authority as set herein, shall be final and binding on both parties and the judgment may be entered in any court of competent jurisdiction within (30) days. Any arbitrator costs incurred in the arbitration process under this Article shall be equally shared by both parties.

D. The term "days" as used herein shall mean school days during the school year as defined by the school calendar and "work days" shall be defined as days when school district administrative offices are open for business during the summer. All grievances shall be processed during times which do not interfere with the performance of employee job responsibilities.

E. Rights to Representation

Any party of interest may be represented at all meetings and hearings at any level of the grievance procedure by another teacher or another person. Provided, however, that no teacher may be represented by an officer, agent, or other representative of any educational organization other than the Association and the Michigan Education Association and the National Education Association. When a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance processing.

F. Written grievances as required herein shall contain the following:

1. It shall be signed by the grievant(s).

2. It shall contain a synopsis of the facts giving rise to the alleged violation, misinterpretation or misapplication;

3. It shall cite specific provisions or intent of this Agreement, or Board policy alleged to have been violated.

4. It shall contain the date(s) of the alleged violation(s).

5. It shall specify the relief requested.

G. Powers of the Arbitrator

The arbitrator shall have no power to:

1. Alter, modify, add to, or subtract from the provisions of this Agreement.

2. Rule on the discharge or demotion of a tenured teacher or any other matter within the jurisdiction of the State Tenure Commission.

3. Rule on the discharge or non-renewal of a probationary teacher.

4. Rule on any matter related to the evaluation of a teacher.

5. Rule on the discharge or non-renewal of a teacher in any extra duty assignment.

H. Miscellaneous

1. A grievance may be withdrawn at any level without prejudice or record. However, if in the judgment of the Association, the grievance affects a group of teachers, the Association may process the grievance at the appropriate level. If and when a petition is filed with the State Tenure

Commission, the grievance shall be dropped.

2. The grievance discussed and the decision rendered at Level One shall be placed in writing upon request of either party. Decisions rendered at all other levels shall be in writing and shall promptly be transmitted to all parties of interest.

3. No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reason of such participation.

4. All documents, communications, and records dealing with a grievance shall be filed separately from the personnel files of the participants.

5. Forms for filing and processing grievances shall be designed and prepared by the Board's representative and the Association, and shall be given appropriate distribution so as to facilitate the operation of the grievance procedure.

6. Both parties shall have access to places and records for all information necessary to the determination and procession of the grievance.

Article XVI
Miscellaneous Provisions

A. Teachers shall be informed of a telephone number they may call or a website they may use as soon as possible before 6:30 a.m. to report unavailability for work. Should unusual circumstances prevent such a report by 6:30 a.m., the report shall be made as soon as possible thereafter, but not later than 7:30 a.m. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher to take all of that teacher's duties. A person covered by this contract may be used as a substitute with his prior consent.

B. Each teacher shall receive, on request, a personal, nontransferable, athletic season pass for the teacher and spouse.

C. The Association shall be duly advised by the Board of fiscal, budgetary and tax programs affecting the District. The Association shall have the opportunity, in advance, to consult with the Board with respect to tax programs and to make recommendations which shall be presented at Board meetings prior to final adoption of such programs by the Board.

D. It is specifically agreed that the individual teacher's contract is subject to the terms and conditions of the Master Agreement.

E. This Agreement shall supersede any rules, regulations, or practices of either the Board or the Association which are contrary to, or inconsistent with the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered a part of the established policies of both the Board and the Association. This Agreement is subject to amendment, alteration or additions only by a subsequent written Agreement between and executed by the Board and Association. The waiver of any breach, term or conditions of the Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

F. There shall be two signed copies of any final agreement. One copy shall be retained by the Board and one by the Association. Copies of this Agreement shall be printed within 30 days and the expense shared equally by the Board and the Association. Copies shall be presented to all teachers currently or hereafter employed by the Board.

G. 1. If any provision of this Agreement or any application of this Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or

applications shall continue in full force and effect.

2. Should any provision of this Agreement be determined to be contrary to law, the Board and the Association will, as early as possible, commence negotiating to reach a new agreement concerning the subject matter of the illegal provision.

H. An emergency manager appointed to the district under the Financial Stability and Choice Act may reject, modify, or terminate this collective bargaining agreement as provided in the Financial Stability and Choice Act.

If Public Act 0009 of 2011 is modified or repealed such that this provision is no longer required by statute or is found unconstitutional by the Michigan Supreme Court or another court of competent jurisdiction in an unappealed case, or otherwise unenforceable, the Language above is null and void.

Article XVII
Part-time Employees

A. All regularly employed part-time teachers shall be entitled to the following benefits under this Agreement:

1. Pro-rated advancement on the salary scale.

2. Pro-rated accrual of retirement credit.

3. Pro-rated paid leave.

4. Pro-rated tuition reimbursement.

B. The following shall govern part-time employment at the Board's request:

1. No full-time teacher will be required to go on part-time. If a full-time teacher declines a part-time assignment in connection with layoff and/or recall, this will constitute a permanent waiver of any right to that position. If two or more part-time positions can be combined into a full-time position, that will be considered. The Board is not required to structure or maintain a part-time assignment.

2. Any part-time position must be offered to appropriately certified and qualified teachers on lay-off before new staff may be hired.

3. Part-time employment shall be compensated as follows:

Assignment	Teaching Load	Salary**	Fringe Benefits*
High School/ Middle School	1 or 2 classes	Pro-rated	None
	3 or 4 classes	Pro-rated	Partial
Elementary	A.M. or P.M.	Pro-rated	Partial

* Partial benefits - Those covered in Section A. and contracted Life Insurance.

** Pro-rated means 1/5 or 1/6 (depending on a 6 period or 7 period day) salary per assigned class for High School or Middle School, and 1/2 salary for half day Elementary School.

Teachers who work a full day schedule but who are not scheduled to work on the number of teacher obligation days designated on the school calendar shall have their salary and benefits pro-rated on the basis of actual days worked in relation to the number of total teacher obligation days designated on the school calendar: Example: 92 days worked on 184 day schedule = 50%

of salary and benefits.

C. Part-time employment, at the teacher's request, may be allowed under the following conditions.

1. The teacher must request part-time employment, in writing, by April 1, giving the reasons for the request.

2. The Board may grant the part-time employment for one (1) school year. If a full time teacher is granted part-time status, this shall be regarded as a partial leave of absence from the teacher's previous full time position. At the expiration of this interval either the Board or the teacher may discontinue the part-time assignment and assign or transfer the teacher to a full-time position consistent with his/her seniority, certification and qualifications. Any such grant may be extended by the Board, at the teacher's written request.

3. The part-time assignment should not disrupt the educational program.

4. The total cost to the Board of structuring an assignment into part-time components should not exceed that of comparable full-time employment.

5. For such part-time employment, compensation will be as follows:

Assignment	Teaching load	Fringe Benefits*	Salary**
High School/ Middle School	1, 2, 3, or 4 classes	Partial	Pro-rated
Elementary	Half-day	Partial	Pro-rated

* Partial benefits - Those covered in Sec. A and contracted Life insurance.

** Pro-rated means 1/5 salary per assigned class for High School or Middle School, and 1/2 salary for half day Elementary School.

It is understood that a part-time teacher may elect to receive full insurance benefits (Medical, Dental, and/or Vision) with a corresponding reduction in salary. Should the teacher choose this option, the Board will pay a fraction of the premium pro-rated from the teacher's teaching load. The teacher's salary will be reduced by enough to cover the remainder of the premiums.

D. All such secondary part-time assignments above shall include a full conference period + 15 minutes in addition to the classes taught. Actual times shall be determined by mutual agreement between the teacher and the principal. All such elementary part-time assignments above shall include 15 minutes before class begins and 30 minutes after class ends.

Article XVIII
Term of Agreement

This Agreement shall be effective upon ratification by the Board and the Association, and shall continue in effect through the 30th day of June, 2025. This Agreement shall not be extended orally and it is understood that it shall expire on the date indicated.

Schedule A

I. Salary Schedule

A. For teachers hired before July 1, 2017, the salary schedules which will apply during the term of this Agreement appear in Section I ¶ B of this Article. As the teacher reaches the 8th step as recognized by the district, the B.A. & 20, M.A. & 15, M.A. & 30, and M.A. & 60 scales take effect.

1. To qualify for B.A. + 20, the teacher shall have earned 20 credit hours after receiving the Bachelor's degree.

2. To qualify for the M.A. & 15, the teacher shall have earned a Master's degree and 15 other credit hours.

3. To qualify for the M.A. & 30, the teacher shall have earned a Master's degree and 30 other credit hours.

4. To qualify for the M.A. & 60, the teacher shall have earned 60 a Master's degree and 60 other credit hours.

B. For teachers hired on or after July 1, 2017, the salary schedules which will apply during the term of this Agreement appear in Section I ¶ B of this Article. As the teacher reaches the 8th step as recognized by the district, the B.A. + 20, M.A. + 15, M.A. + 30, and M.A. + 60 scales take effect.

1. To qualify for B.A. + 20, the teacher shall have earned 20 credit hours after receiving the Bachelor's degree.

2. To qualify for the M.A. + 15, the teacher shall have earned 15 credit hours after receiving a Master's degree.

3. To qualify for the M.A. + 30, the teacher shall have earned 30 credit hours after receiving a Master's degree.

4. To qualify for the M.A. + 60, the teacher shall have earned 60 credit hours after receiving a Master's degree.

C. Year(s) as recognized by the district is defined as any experience credit granted by the Board plus all years of service to Hastings Area Schools.

D. Staff members attaining enough credits or degree advancements will be granted the appropriate movement. Salary adjustments will be effective on the 1st pay. Advancements earned after the beginning of the school year will be effective on the 14th pay. Advancements earned after the 14th pay will be effective the following year. It is the staff member's responsibility to confer with administration to document the advancement.

E. All returning staff members will advance one step from previous year's step. New teachers will be placed on step 1, commensurate with their level of education on the salary schedule, however additional steps will be granted based upon certified teaching experience. Teachers being hired for CTE or equivalent positions may be granted additional steps or lane placement with the approval of the superintendent in consultation with the Association President.

F. A bargaining unit member who is paid unemployment compensation benefits during the summer months chargeable to the Board and who is subsequently employed in the bargaining unit in the ensuing school year shall have his/her compensation for that school year adjusted such that his/her unemployment compensation benefits that were funded by the Board plus adjusted compensation will be equal to the total compensation he/she would have earned for the ensuing

school year had he/she not received unemployment compensation benefits during the summer months. The Board will not adjust the teacher's salary beyond the amount to be paid by the Board to the state for said teacher's unemployment compensation during the summer months.

G. Salary Scale:

2025-2026

Salary Step		BA	BA & / +20	MA	MA & / +15	MA & / +30	MA & / + 60
1	1	$38,350.98		$42,703.32			
		$6,000 Signing / Retention Bonus		$6,000 Signing / Retention Bonus			
2	1.05	40,267.56		44,837.16			
		$5,000 Signing / Retention Bonus		$5,000 Signing / Retention Bonus			
3	1.1	$42,185.16		$46,973.04			
		$4,000 Signing / Retention Bonus		$4,000 Signing / Retention Bonus			
4	1.15	44,102.76		49,107.90			
		$3,000 Signing / Retention Bonus		$3,000 Signing / Retention Bonus			
5	1.2	$46,021.38		$51,241.74			
		$2,000 Signing / Retention Bonus		$2,000 Signing / Retention Bonus			
6	1.25	47,937.96		53,377.62			
		$1,000 Signing / Retention Bonus		$1,000 Signing / Retention Bonus			
7	1.3	49,855.56		55,513.50			
8	1.35	$51,773.16	$53,976.36	$57,648.36	$62,053.74	$64,257.96	$65,725.74
9	1.4	$53,690.76	$55,976.58	$59,783.22	$64,352.82	$66,637.62	$68,161.50
10	1.45	$55,608.36	$57,975.78	$61,917.06	$66,651.90	$69,018.30	$70,595.22
11	1.5	$57,525.96	$59,974.98	$64,053.96	$68,948.94	$71,397.96	$73,029.96
12	1.54	$59,060.04	$61,574.34	$65,761.44	$70,786.98	$73,302.30	$74,977.14
13	1.58	$60,594.12	$63,172.68	$67,469.94	$72,626.04	$75,204.60	$76,924.32
14	1.62	$62,127.18	$64,773.06	$69,178.44	$74,465.10	$77,110.98	$78,872.52
15	1.65	$63,278.76	$65,972.58	$70,459.56	$75,844.14	$78,537.96	$80,333.16
16	1.68	$64,428.30	$67,171.08	$71,739.66	$77,223.18	$79,964.94	$81,792.78
17	1.71	$65,580.90	$68,371.62	$73,021.80	$78,602.22	$81,392.94	$83,254.44
18	1.73	$66,346.92	$69,171.30	$73,875.54	$79,522.26	$82,345.62	$84,228.54

19	1.75	$67,112.94	$69,970.98	$74,728.26	$80,441.28	$83,297.28	$85,201.62
20	1.77	$67,881.00	$70,770.66	$75,584.04	$81,360.30	$84,249.96	$86,173.68
21	1.79	$68,648.04	$71,569.32	$76,436.76	$82,279.32	$85,201.62	$87,148.80
22	1.81	$69,415.08	$72,367.98	$77,290.50	$83,199.36	$86,153.28	$88,120.86
23	1.83	$70,182.12	$73,168.68	$78,145.26	$84,118.38	$87,104.94	$89,097.00
24	1.85	$70,949.16	$73,968.36	$79,000.02	$85,037.40	$88,057.62	$90,069.06
25	1.87	$71,715.18	$74,768.04	$79,853.76	$85,956.42	$89,009.28	$91,044.18
26	1.89	$72,484.26	$75,568.74	$80,706.48	$86,876.46	$89,960.94	$92,016.24
27	1.91	$73,250.28	$76,368.42	$81,561.24	$87,794.46	$90,911.58	$92,991.36
28	1.93	$74,016.30	$77,168.10	$82,416.00	$88,714.50	$91,864.26	$93,963.42
29	1.95	$74,783.34	$77,967.78	$83,269.74	$89,634.54	$92,817.96	$94,917.12
30	1.97	$75,551.40	$78,767.46	$84,124.50	$90,553.56	$93,769.62	$95,912.64

H. Longevity Steps

1. Staff members on steps 31-34 will receive a $2,000 per year raise. Staff members on steps 35-39 will receive a $2,500 per year raise.

   Example: Teacher A reached Step 30 in 2024-2025 school year. In 2025-2026 the teacher reaches step 31 and their salary will be $2,000 more than their 2024-2025 school year.

I. Signing and Retention Bonus

2025-2026
Any newly hired, full-time teacher is eligible for a signing bonus. All recipients must be fully employed by September 1 of that school year and placed Steps 1, 2, 3, 4, 5 or 6 of the salary scale. Teachers placed on Step 1 will receive a $6,000 signing bonus, with payment made in 2 installments on the last pay period of September and December. New teachers placed on Step 2 will receive a $5,000 signing bonus, with payment made on the last pay period of September. New teachers placed on Step 3 will receive a $4,000 signing bonus, with payment made on the last pay period of September. New teachers placed on Step 4 will receive a $3,000 signing bonus, with payment made on the last pay period of September. New teachers placed on Step 5 will receive a $2,000 signing bonus, with payment made on the last pay period of September. New teachers placed on Step 6 will receive a $1,000 signing bonus, with payment made on the last pay period of September.

Any new teacher who is hired after September 1 of that school year, who would have otherwise been eligible for above signing / retention bonus, shall have the amount prorated for the year, with payment made on the last pay period of March.

Any teacher on Step 2 shall be eligible to receive a retention bonus of $5,000 with payment made on the last pay period of March.

Any teacher on Step 3 shall be eligible to receive a retention bonus of $4,000 with payment made on the last pay period of March.

Any teacher on Step 4 shall be eligible to receive a retention bonus of $3,000 with payment made on the last pay period of March.

Any teacher on Step 5 shall be eligible to receive a retention bonus of $2,000 with payment made on the last pay period of March.

Any teacher on Step 6 shall be eligible to receive a retention bonus of $1,000 with payment made on the last pay period of March.

II. Extra pay for extra duty

Athletic

Baseball, Softball – Varsity	$ 3,830	Golf – Varsity	$ 3,190
Baseball, Softball – JV, Freshmen	$ 2,420	Golf – JV	$ 2,200
Basketball – Varsity	$ 5,105	Soccer – Varsity	$ 3,830
Basketball – JV, Freshmen	$ 3,300	Soccer – JV	$ 2,420
Basketball – Middle School	$ 1,760	Tennis – Varsity	$ 3,190
Bowling – Varsity *	$ 3,190	Tennis – JV	$ 2,200
Cheer, Sideline – Varsity	$ 3,190	Tennis – MS	$ 1,760
Cheer, Sideline – JV, Freshmen	$ 2,640	Track – HS	$ 3,190
Competitive Cheer – Varsity	$ 3,830	Track – HS Assistant	$ 2,420
Competitive Cheer – JV	$ 2,860	Track – MS	$ 1,760
Cross Country – HS	$ 3,830	Track – MS Assistant	$ 1,540
Cross Country – HS Assistant *	$ 2,420	Volleyball – Varsity	$ 5,105
Cross Country – MS	$ 1,760	Volleyball – JV, Freshmen	$ 2,640
Cross Country – MS Assistant *	$ 1,540	Volleyball – MS	$ 1,760
Football – Varsity	$ 5,105	Wrestling – Varsity	$ 5,105
Football – Varsity Assistant	$ 3,190	Wrestling – JV	$ 3,300
Football – JV, Freshmen	$ 3,080	Wrestling – MS	$ 1,760
Football – JV, Freshmen Assistant	$ 2,860	Wrestling – MS Assistant	$ 1,540

* These positions will be determined annually dependent on participation numbers.

A. In addition to the pay listed above, coaches will be paid longevity steps:

1. Middle School Coaches will be paid an additional $440 in seasons 4-9, $770 in seasons 10-14, and $1,100 in seasons 15 and beyond.

2. High School Coaches will be paid an additional $550 in seasons 4-9, $990 in seasons 10-14, and $1,430 in seasons 15 and beyond.

Non-Athletic

Band Director (2)	$ 5,500	HPAC Site Coordinator	$ 4,500
BPA HS – Advisor	$ 1,100	Play/Drama Director	$ 1,100
BPA MS – Advisor	$ 825	SADD / TATU HS – Advisor	$ 1,100
Choral Director	$ 3,850	Safety Patrol, Elem - Advisor	$ 550
Drama Club MS – Advisor	$ 825	Science Olympiad, HS - Advisor	$ 1,100
Elementary Music Teacher	$ 550	Science Olympiad, MS – Advisor	$ 825
	$ 1,100	Saxon Store	$ 1,100
FFA , HS – Advisor FFA, MS – Advisor	$ 825	Ski Club - Advisor	$ 1,100
Gay / Straight Alliance HS – Advisor	$ 1,100	Student Council, HS - Advisor	$ 1,100
Homecoming HS – Advisor	$ 550	Student Council / Pride Club, MS – Advisor	$ 825

Interact Club HS – Advisor	$ 1,100	Student Council, Elem - Advisor	$ 550
Key Club HS – Advisor	$ 1,100	TV Production, HS – Advisor	$ 825
Odyssey of the Mind, MS – Advisor	$ 825	Webmaster	$ 3,300
Odyssey of the Mind, Elem – Advisor	$ 550	Yearbook, HS - In Class Advisor	$ 1,100
Operetta Director	$ 2,200	Yearbook, MS – Advisor	$ 825
		Youth in Government HS – Advisor	$ 1,100

After a team or club is run for two (2) years without being a part of this agreement, the parties may negotiate the merits of the club and its sustainability moving forward. Compensation for the club will also be considered.

B. In addition to the pay listed above, longevity steps will be paid:

9. Elementary and Middle School positions will be paid an additional $250 in years 4-9, $385 in years 10-14, and $525 in years 15 and beyond.

10. High School positions will be paid an additional $330 in years 4-9, $550 in years 10-14, and $770 in year 15 and beyond.

C. Other extra duty assignments:

1. Summer School / Homebound — Base teacher hourly rate

2. Noon Duty — $18 hourly

3. a. For extra duty not described in Schedule A., see Article IV.B.

b. For elementary extra-duties see. Note for fifth grade camp, participation is expected and will be compensated with a compensatory day equivalency.

4. Administrative Intern

Any member who serves in a full-time administrative intern position will be paid $1,000 per semester to cover extra-duty outside of the normal working day.

D. District School Improvement Chairpersons

1. The Board of Education shall establish positions and responsibilities of District Improvement Chairpersons.

2. All chairpersons will be selected by the building principal using the process listed below:

a. An individual interested in one of these positions will submit his/her name for the position of chairperson to the building principal. Each candidate will be granted an interview by the principal. All candidates will be informed of the decision as to which candidate is selected as the chairperson in writing by the principal.

b. Pay Scale:

District Improvement Chairpersons $1,200
(Elementary – 1 person per building / Secondary – 2 persons per building)

E. District / Building Leadership Positions

District / Building Leadership positions will be determined annually at the discretion of the Administration.

1. The Board of Education shall establish positions and responsibilities of each leadership position.

2. All leadership positions will be selected by the principal using the process listed below:

   a. An individual interested in one of these positions will submit his/her name for the leadership position to the principal(s). Each candidate will be granted an interview by a team of principals and the Director of Curriculum. All candidates will be informed of the decision as to which candidate is selected in writing by the principal(s).

   b. Structure and Pay Scale:

      Grade Level Chairpersons $1,100
      (Elementary Only – 1 person per grade level – Kindergarten, First, Second, Third, Fourth, Fifth – Total of 6)

      Special Education Chairpersons $1,100
      (1 person per level – Elementary, Middle School, High School – Total of 3)

      Middle and High School Department Chairpersons $1100
      (1 person per level in each of the four core areas – Language Arts, Math, Science, Social Studies – Total of 8)

      K-12 Department Chairpersons $1,100
      (1 person in each of the three areas – Business/Technology, Fine Arts, Physical Education/Health – Total of 3)

      The MiBLSi Leadership Positions will be determined by Administration. Some roles will be part an administrator's assignment. Social Workers and Counselors may have MiBLSi duties as part of their job responsibilities and as determined by the building principal. When a teacher accepts a MiBLSi leadership role, the teachers will be compensated according to the following:

DIT Member	$1,100
Literacy Coach	$1,100
Behavior Coach	$1,100
DIBELs Mentor	$1,100
SWIS Facilitator	$1,100
PBIS Assessment Coordinator	$1,100
Tier II/III Intervention Coordinator	$1,100
Link Crew Teacher Mentor	$1,000

   a. Both parties recognize that in the future partial restructuring of departments may be necessary and, in conjunction with the Association, the Administration may make such adjustments.

F. The District and the Association acknowledge the extra workload inherent to special education teaching positions and the shortage of special education teachers for existing needs.

Members of the Collective Bargaining Agreement performing special education teaching shall be

provided extra duty compensation. Compensation shall be $5,000 to certified Special Education teachers and $2,500 to non-certified Special Education teachers to be paid at the end of school year for a full year's of teaching a full time schedule of special education. This amount shall be in addition to their position on the salary schedule. Should a bargaining unit's special education position not be full time the rate shall be pro-rated according to their schedule.

Furthermore, teachers called upon to complete IEPs, goal setting, and any other required paperwork for non-certified special education staff in order to be compliant with requirements of the ISD shall receive additional extra duty compensation as follows.

Caseload Range	12-15	$250 per Semester
Caseload Range	16-20	$400 per Semester
Caseload Range	21-25	$550 per Semester

The above mentioned extra duty compensations are not mutually exclusive to each other. A certified special education teacher may qualify for both extra duty compensations.

G. The Board and the Association agree that it is most desirable that extra-duty positions be filled from current staff. The Board agrees to grant an interview to all current staff members who apply for extra-duty positions. In filling such positions, the Board agrees to consider the professional backgrounds of all applicants. When a request for such a position is denied, the reasons for the denial shall be made in writing to the current staff applicant within fifteen (15) days after the position is assigned. Extra-duty positions filled by persons outside the current staff shall be considered vacant at the end of each school year and current staff shall have the opportunity to apply.

III. Effective dates

Increments become effective on the starting day of school each year.

IV. Substitute Teaching

A. Substitute Pay or compensatory time for regularly assigned teachers who, with prior administrative approval, substitute for an absent colleague, shall be as specified in Article IV ¶ E of this Agreement.

B. Regular teachers who are on layoff may be afforded an opportunity to substitute for teachers on leaves of absence.

V. Sick Leave

A. Ten (10) days of paid leave shall be available to each teacher each school year pursuant to Article IX of this agreement. The unused portion of paid leave days shall accumulate each year for the length of the contract and shall be added to the previous accumulated paid leave.

B. A sick leave bank designed to provide teachers with income protection due to long term physical or mental disability will be established as follows:

1. a. Bargaining unit members on staff at the beginning of the 2002-2003 school year made a written election whether or not to participate in the sick leave bank.

b. Any teacher hired after November 1, 2002 must decide, in writing, whether or not to participate in the sick leave bank within thirty (30) days of the effective date of his/her employment.

c. Each teacher electing to participate in the sick leave bank, according to the procedures

specified above, will be deemed to be a participant for all successor Master Agreements unless the teacher gives written notice of non-participation, as specified in subparagraph d, immediately below.

d. Any teacher wishing to discontinue his/her participation in the sick leave bank may do so by giving written notice to that effect to both the District and the Association within thirty (30) days of the date on which the Association ratifies any collective bargaining agreement succeeding the 2002-03 Master Agreement.

e. Teachers deciding to become a participant will donate days as requested by the Association. Unused days in the bank shall carry over from year to year.

2. A teacher will be eligible to apply for withdrawal of sick leave days from the bank when he has suffered a disability or illness. Childcare or dependent leave will not be eligible for sick bank use. However, a disability/illness as a result of a pregnancy is eligible for sick bank use.

3. Withdrawals from the sick leave bank shall be paid at a rate of 100% of the teacher's daily rate. The maximum withdrawal for any one individual shall not exceed 180 sick days in a two (2) year calendar period. Further, the maximum withdrawal for a single disability shall not exceed 180 days at the above specified rate.

4. To be eligible to receive the benefits of this sick leave bank a teacher must be employed by the Hastings Area School system at the time the disability occurs and must be a participant in the sick leave bank. Only disabilities incurred on or after August 28, 1990, will be considered eligible for the sick leave bank. New employees shall become eligible to participate on the date of notification of their desire to become a participant.

5. The Board is not liable and will not extend any sick leave days beyond the days that are available in the bank. The Association may replenish the bank by soliciting days from its members. The Association will notify the Board of any changes in a teacher's sick day accumulation due to donations to the bank.

6. Teachers will make application to the Association's Sick Leave Bank Committee which shall notify the Board of any days granted to individuals. The Board is not liable for decisions made by the Association which assumes total liability for any decisions it renders concerning the granting of days or denial of days from the sick leave bank.

Schedule B

2025-2026
SCHOOL CALENDAR

First Day for Teachers (Meetings in a.m. – workday in p.m.)		Aug. 13
DPPD 8:00 – 3:00 with a duty-free 60 min. lunch		Aug. 14
First full day for students		Aug. 18
Virtual DPPD for staff – No school for students		Aug. 22
Labor Day Break	close of	Aug. 28
School resumes		Sep. 2
No School – Fall Break	close of	Oct. 16
School resumes		Oct. 21
DPPD – ½ Day (12:00 – 3:00)		Oct. 31
Thanksgiving Break	close of	Nov. 25
School Resumes		Dec. 1
Semester ends/records day – ½ Day (12:00 – 3:00)		Dec. 19

Winter Break		Dec. 22
School Resumes		Jan. 5
DPPD full day for staff – No school for students		Jan. 23
No School – Mid Winter Break	close of	Feb. 19
School Resumes		Feb. 24
DPPD full day for staff – No school for students		Mar. 20
Spring Break – ½ day		Apr. 2
School Resumes		Apr. 13
Memorial Day Break	close of	May 22
School resumes		May 26
End of Second Semester – ½ Day (Records Day in PM)		May 29
Contingency Days		June 1,2,3

Elementary Grading Periods	Middle School Grading Periods	High School Grading Periods
End 1st Semester – December 19	End 1st Quarter – October 16	End of 1st Semester – December 19
End 2nd Semester – May 29	End 2nd Quarter – December 19	End of 2nd Semester – May 29
	End 3rd Quarter – March 6	
	End 4th Quarter – May 29	

Elementary Conferences	Middle School Conferences	High School Conferences
October 7 & 9	October 8	October 15
As needed in Spring	February 17	February 18

SCHEDULE C

I. Parent-Teacher Conferences

A. Elementary conferences shall be two days at two different times a year, as noted in Schedule B, and shall be scheduled individually. Conferences are generally scheduled between the hours of 4 pm and 8 pm. Teachers shall only be required to be in attendance for the number of conferences they have scheduled (generally 15 minutes per student), with the bulk of them between 4pm and 8 pm. Elementary teachers may vary the specific hours listed above with permission of their building principal. Elementary teachers without normal classroom assignments (special education, music, art, PE, library, etc.) shall mutually arrange a schedule with their building principals resulting in attended time similar to classroom teachers.

B. Middle School and High School conferences shall be two days at two different times a year, as noted in Schedule B. The daily schedule is from 4:30 to 7:30 p.m.

C. It is understood that these scheduled times could be extended for parents waiting in line, as has been done in the past. And it is understood, that extenuating circumstances in regards to parent schedules may require conference times to be arranged outside of those prescribed above during duty-free time in the teaching day.

II. Open-houses

A. Open-houses will be scheduled on any existing teacher work day, or within the first 10 days of the student school year.

B. Open-houses will be approximately 1 hour in length.

Ratification Dates

Hastings Education Association: July 21, 2025

President

~~Secretary~~

7/31/25
Date

Board of Education: July 21, 2025

President

Secretary

7/31/25
Date

LETTER OF AGREEMENT
STEP AMMENDMENT FOR LOST STEPS

This Non-precedent Setting Letter of Agreement is entered into and between HASTINGS AREA SCHOOL DISTRICT (the "District") and HASTINGS EDUCATION ASSOCIATION/MEA/NEA (the "Association").

This Agreement addresses those teachers who had salary scale steps withheld from 2012 to 2014 school years and who are still employed for the 2025-2026 school year and subsequently employed for the 2026-2027 school year.

The District and the Association agree to amend the step placement for the listed employees for the 2025-2026 and 2026-2027 school years. Affected teachers must be employed by the District during each respective school year to receive the step advancements.

For each of the 2025-2026 and 2026-2027 school years, eligible teachers will advance two (2) steps on the salary schedule: one (1) step as part of their normal year-to-year progression and one (1) additional step as a restoration of a previously withheld step. Teachers who exceed the maximum step on the salary schedule outlined in the Collective Bargaining Agreement will receive their applicable longevity pay. Each school year worked will count as one year of seniority. Teachers no longer employed by the District are not eligible for these step advancements.

Upon ratification the District will notify the affected employees below of their current step for the 2025-2026 school year plus the additional step that they will be advancing to in the manner described above prior to the start of the compensation for the 2025-2026 school year. The District will likewise make such notification prior to compensation for the 2026-2027 school year for those teachers remaining employed for the upcoming year.

Employees are known to the District and the Association with their respective Hastings Area Schools Employee Identification number listed below. Only those employees designated below are eligible for step amendment.

Employees by Employee Identification Number:

S1030 R1040 M1150 R1050 H1260 M1180 H1310 S1110 M1220 N1060 H1460 N1100 H1650 R1390 H1730 R1120 O1160 M1400 M1450 M1460 R1140 M1500 H1840 S1230 R1190 M1560 H1980 M1610 H2100 H2120 O1280 O1330 H2270 O1350 S1400 M1800 O1420 N1420 H2530 O1450 M1940 N1460.

Both the District and the Association agree that this Agreement constitutes the final resolution by these parties with respect to the subject matter hereof. This Agreement supersedes all other written and oral agreements regarding this matter. No future

Agreements will be made regarding this matter and the employees who had steps withheld during the aforementioned period of time.

By entering into this Letter of Agreement, neither the District nor the Association amend, modify, waive, or qualify any other provisions, conditions, rights or duties in their current or any successor collective bargaining agreement between them, except as specifically waived, modified, or relinquished herein. Any disputes over the interpretation, or implementation of this Letter of Agreement shall be resolved under the grievance procedure in the Collective Bargaining Agreement.

FOR HASTINGS AREA SCHOOL DISTRICT
By:_____
Its: Amy Singleton
Dated: 7/31/25

FOR HASTINGS EDUCATIONAL ASSOCIATION/MEA/NEA
By:_____
Its: Negotiator
Dated: 7/31/25

This letter is an agreement between Hastings Area School System and Hastings Education Association for an off-schedule bonus for HEA contract employees in the 2025-2026 school year.

Based on the certified fall student count in 2025:

- 2,450 or more students: 1% bonus off schedule
- 2,435-2,449 students: 0.5% bonus off schedule

Bonuses will be paid after the fall count is certified (certification occurs in November)

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