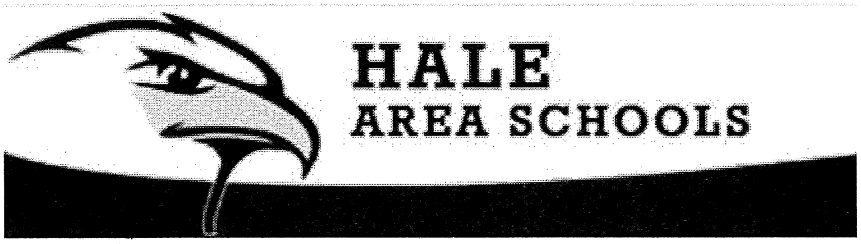
MASTER AGREEMENT



2023–2026

Hale Federation of Teachers

Hale Board of Education

TABLE OF CONTENTS

AGREEMENT 3
ARTICLE 1 - RECOGNITION 3
ARTICLE 2 – FEDERATION RIGHTS 3
ARTICLE 3 - BOARD RIGHTS 4
ARTICLE 4 - FEDERATION MEMBERSHIP 5
ARTICLE 5 - TEACHING CONDITIONS AND EDUCATIONAL IMPROVEMENT 6
ARTICLE 6 – MENTORSHIPS 6
ARTICLE 7 - CLASS SIZE 7
ARTICLE 8 - STAFF MEETINGS 8
ARTICLE 9 - SCHOOL CLOSING 8
ARTICLE 10 - GRIEVANCE PROCEDURE 8
Section 1. Definitions 8
Section 2. General Principles 8
Step 1. Informal Conference 9
Step 2. Written Submission to Principal 9
Step 3. Written Submission to Superintendent 10
Step 4. Arbitration 10
ARTICLE 11 - LEAVE POLICIES 11
Section 1. Personal Leave with Pay 11
Section 2. Personal Leave Without Pay 12
Section 3. Additional Leave 13
ARTICLE 12 – PROFESSIONAL BEHAVIOR 13
ARTICLE 13 - HOURS, WORKLOADS, RESPONSIBILITIES 15
ARTICLE 14 - HEALTH INSURANCE 17
ARTICLE 15 - DENTAL AND VISION INSURANCE 17
ARTICLE 16 – LONG TERM DISABILITY 17
ARTICLE 17 – MISCELLANEOUS PROVISIONS 18
ARTICLE 18 - SAVINGS CLAUSE 18
ARTICLE 19 - NEGOTIATIONS 18
ARTICLE 20 - DURATION 19
APPENDIX A – 2023-2024 CALENDAR 20
APPENDIX B – SALARY SCHEDULE 21
APPENDIX C: ADDITIONAL ASSIGNMENTS 22

AGREEMENT

This Agreement was entered into on June 30, 2023 between the Hale Board of Education, hereafter referred to as the "Board," and the Hale Federation of Teachers, hereafter referred to as the "Federation." This Agreement shall run for a period of three years, expiring on June 30, 2026.

ARTICLE 1 - RECOGNITION

The Hale Board of Education recognizes the Hale Federation of Teachers as the representative of all certified teaching personnel, including all counselors, special education teachers, speech therapist, Title I Director, librarians, and all other professional teaching personnel. Excluded: All supervisory and executive personnel including superintendent, school principals, and all other administrative employees.

ARTICLE 2 – FEDERATION RIGHTS

A. The Federation is the exclusive representative for the purposes of collective bargaining with respect to rates of pay, hours, and other terms and conditions of employment for the entire term of the Agreement for Hale teachers who hold valid contracts.

B. Nothing contained herein shall be construed to deny or restrict to any teacher, rights he/she may have under the Michigan General School Laws or other laws or regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere. When an employee speaks or writes as a citizen, he shall be free from institutional censorship and discipline. It shall be the responsibility of the employee, in exercising this right, to make it clear that he speaks or writes as an individual and not on behalf of the district.

C. The Federation and its members shall have the right to use rooms in the school building for meetings. Use of said rooms to be arranged with the building representative of the Board of Education upon request of the Federation.

D. The Board shall continue to make available in each building a room to be used as a workroom and dining area by teaching personnel.

E. The Federation representatives shall be permitted to transact Federation business on school property at a time outside of school hours. Any organized transaction of Federation business during regular hours must be with the approval of the Building Principal, providing that this business shall not interfere with or interrupt normal school operations.

F. The Federation and its members shall have the right to use school equipment in the preparation of Federation business. Said equipment shall be used at the normal location of the equipment. The Federation shall pay for the reasonable cost of all materials and supplies incidental to such use. Non-teaching office personnel may assist when advisable.

G. The Federation shall have the right to post notices of activities and matters of Federation concern on teacher bulletin boards, at least one of which shall be provided in each building.

H. The Federation may use the teacher mailboxes for communication with teachers and the general building delivery service.

I. The Federation has the right to use the district server and computer e-mail system to communicate federation business. The Federation also has the right to use the district interoffice mail system and mailboxes to distribute communications. The Federation acknowledges that anything on a district server can be obtained through FOIA.

J. A copy of all regular board meeting minutes shall be given to the Federation President, when available, following all regular school board meetings. Agendas for all board meetings will be sent to the Federation President electronically as soon as practicable. Agendas are subject to change without prior notice. Board of Education approved minutes are available on-line.

K. Upon request, the Board agrees to make available to the Federation tentative budgets, approved operational budgets, general school district financial information related to the school district, annual financial reports, register of certified personnel and addresses, agenda and minutes of Board meetings, membership data, and any other information that is actually public information.

L. Investigations, interviews, and reprimands that in any way can lead to discipline will be conducted in private. An affected employee will have the right to a Federation representative in all formal and informal meetings and when such a request is made the interview will stop immediately and will not proceed until the representative is in attendance. The Employer shall have a similar right to include a representative of its choice at such a meeting. Materials shall not be gathered against an employee using methods that are arbitrary and capricious.

M. The Employer agrees that with respect to hiring, working conditions neither it nor its agents shall discriminate on the basis of race, color, national origin, gender, religion, age, height, weight, marital status, health, disability, political activities, or membership or participation in the activities of the Federation.

ARTICLE 3 - BOARD RIGHTS

A. The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States including, but without limiting the generality of the foregoing, the right:

1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees during the contracted days and school related activities.
2. To hire all employees and, subject to the provisions of law, to determine their qualifications, and the conditions of their continued employment, or their dismissal or demotion.

3. To establish or eliminate grades and courses of instruction, including special programs, and to provide for or eliminate athletic, recreational and social events for students, in discussion with the Federation.
4. To approve upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature in discussion with the Federation.
5. To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers and other employees with respect thereto, as well as non-teaching activities, and the terms and conditions within scope of the contract in discussion with the Federation.
6. To draft job descriptions, policies, evaluation standards, and work rules not otherwise in conflict with this agreement.
7. To maintain the efficiency of the school operations; determine services to be rendered by the public school; and take actions as may be necessary to carry out the mission of the public school.

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

C. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Michigan General School Laws, or any other national, state, county, district or local laws or regulations as they pertain to education.

D. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

ARTICLE 4 - FEDERATION MEMBERSHIP

Employees covered by this Agreement may choose to join the Federation or may choose not to join the Federation. Neither the Board nor the Federation will directly or indirectly discourage, deprive or coerce any employee with respect to their decision to join, or not join, a Federation.

PERSONNEL FILES

A. Employees shall be permitted to inspect all the contents of their personnel file.

B. Any material not shown to an employee and initialed by them (which initialing shall signify only that the employee has read the material and not that he or she necessarily agrees with the contents) within ten days after receipt shall not be permitted as evidence in any grievance or any disciplinary action against such employee.

C. Non-attributed and non-verified statements from nonprofessional sources shall not be included in any file.

D. The date of insertion, the subject, and origin of the material shall be indicated on each item in the file.

ARTICLE 5 - TEACHING CONDITIONS AND EDUCATIONAL IMPROVEMENT

Appropriate texts, library reference facilities, maps, globes, laboratory equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. The parties will confer from time to time to improve the selection and use of such educational tools.

Teachers will not be required to work under any unsafe conditions. Teachers will have the responsibility to report any unsafe or hazardous conditions to their supervisor and/or principal immediately.

ARTICLE 6 – MENTORSHIPS

A. A mentor teacher shall be defined as a master teacher as identified in Section 1526 of the School Code and shall perform the duties of a master teacher as specified in the code.

B. Each bargaining unit member in their first 3 years in the public schools, including at least the first two years in the Hale Area School District, shall be assigned a mentor teacher by the Superintendent or their designee. The mentor teacher shall be available to provide professional support, instruction and guidance to the mentee. The purpose of the mentor teacher is to provide a peer who can offer assistance, resources and information in a non-threatening, collegial fashion.

C. A mentor teacher shall be assigned in accordance with the following:
   1. The mentor shall be a tenured member of the bargaining unit;
   2. Participation as a mentor teacher shall be voluntary;
   3. The Board shall immediately notify the Federation when a mentor teacher is matched with a bargaining unit member (mentee). The assignment of the mentor teacher shall be finalized by the Administration within 10 workdays of the knowledge that a mentor teacher is needed;
   4. Every effort will be made to match mentor teachers and mentees who work in the same building and have the same area of certification;
   5. A mentee shall be assigned to only one mentor teacher at a time; A mentor teacher may have up to two mentees;
   6. The mentor teacher assignment shall be for one year, subject to review by the mentor teacher and mentee after 6 months. The appointment may be renewed in succeeding years;
   7. If no tenured member of the bargaining unit agrees to take a mentee assignment, the Board may seek a mentor teacher outside of the bargaining unit in consultation with the Federation.

D. The Board and Federation agree the relationship shall be confidential between the mentor and mentee. It shall not, in any fashion, be a matter included in the evaluation of the mentor teacher or the mentee; because the purpose of the mentor-mentee match is to acclimate the bargaining unit member and to provide necessary assistance toward the end of quality instruction.

E. Neither the mentor teacher nor the mentee shall be permitted to participate in any matter related to the evaluation of the other.

F. Upon request, the administration shall make available reasonable release time so the teacher may work with their mentee during the regular workday with mutual agreement between the Administration and the mentor. Where possible, the mentor teacher and mentee shall be assigned common preparation time.

G. Mentees shall be provided with a minimum of 15 days of professional development during their first 3 years of classroom teaching.

H. Each mentor teacher shall be compensated at the rate of $400.00 per mentee.

ARTICLE 7 - CLASS SIZE

A. Class size is a variable in the educational process as are gender, ratio of students, number of preparations, grade level, subject matter, money, space and other factors. The parties agree to form a committee made up of the Superintendent of Schools, two Board Members and three (3) Federation representatives. The purpose of the committee is to discuss any class size concerns which may exist. The Committee will be notified no less than three weeks after the meeting on these recommendations. Any class with the exception of physical education classes and music classes, including Band that exceeds the number of students listed below will be discussed by the Class Size Committee upon the written request of the Federation.

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

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

B. As soon as possible, but no later than the third Monday in September and the beginning of the second semester in January, any class size exceeding maximums specified above shall be brought to the attention of the Federation. The District will consult with any affected teachers prior to taking any action to address the issue.

C. When assigning special needs students to regular classrooms, the Board will exercise special consideration and attempt, where possible, to equally distribute such students among the affected classrooms.

ARTICLE 8 - STAFF MEETINGS

Staff meetings called by the administration will occur during the mandated additional service time outlined in Article 13, E.

ARTICLE 9 - SCHOOL CLOSING

When the district is required to reschedule pupil instructional hours to meet the requirements for full state aid, the administration and Federation will work together in order to reach an appropriate and mutually agreeable resolution. Teachers are not required to report for duty on days in which there will be no pupil instruction due to conditions outside of the control of school authorities.

ARTICLE 10 - GRIEVANCE PROCEDURE

Section 1. Definitions

A. A grievance will be defined as an alleged violation, misinterpretation, or inequitable application of a specific and expressed term of this Agreement. Incidents involving multiple grievants arising from the same set of circumstances will be processed by the Federation as a single matter.

B. An aggrieved person or grievant will mean any member of the bargaining unit, or the Federation in its own behalf, making the complaint.

D. Wherever notice is used, it is meant that such be written notice to the Federation and in cases where the grievant is representing his/her own self, the written notice would be given the Federation and the grievant; and notice to the Board will mean notice to the Superintendent of Schools.

E. The term days in this Article will mean teacher duty days, except during summer when it will mean weekdays and where otherwise indicated.

Section 2. General Principles

A. A grievance may be withdrawn at any level.

B. If a grievance arises from the actions of authority higher than Building Administrator, it may be initiated at Step 1 of this procedure by mutual agreement.

C. Hearings and conferences held under this procedure will be conducted at a time and place

which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present to attend. Every effort will be made to schedule hearings and conferences outside of duty hours.

D. When hearings and conferences pursuant to this Article occur and teacher duty hours are affected the employee shall be excused with pay for that purpose.

E. Forms for filing and processing grievances will be given appropriate distribution so as to facilitate the operation of the grievance procedure.

F. Failure by the teacher and/or the Federation at any step of this procedure to appeal a decision within the specified time limits will be deemed an acceptance of the decision.

G. In the event the employer fails to answer a grievance within the established time limit, the grievance shall automatically proceed to the next step with notification provided to administration.

H. The time limits specified in this procedure may be extended in any specific instance by mutual agreement, which agreement will be reduced to writing and signed by the parties.

I. The Board and the Federation each will bear the full costs for its representative counsel, witnesses and any other expenses in the arbitration.

J. The fees and expenses of the arbitrator will be divided equally between the Federation and the Board for decisions rendered.

K. No resolution of a grievance will be contrary to any provision of this Agreement.

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

Step 1. Informal Conference

A. The grievant will take the matter up verbally in conference with the principal of the school within 10 working days after they became aware of the act or condition that forms the basis of their grievance.

B. The Principal will meet with and attempt to resolve the matter with the grievant(s).

Step 2. Written Submission to Principal

A. In the event the matter is not resolved informally, the grievance, stated in writing on the form provided for such purpose, may be submitted to the Superintendent or his designee within ten working days the conclusion of Step 1.

B. Within six working days of receipt of the written grievance, the principal will arrange a conference to satisfactorily resolve the grievance. (The conference will take place at the earliest possible date.)

C. The grievance may be lodged and thereafter discussed in conference with the principal or

his/her designee:

- by a bargaining unit member (on their own behalf),
- by a bargaining unit member accompanied by the appropriate Federation representative,
- by a Federation representative in the name of the Federation, if the matter does not involve or otherwise refer to an individual bargaining unit member.

D. Within six working days after such conference in Step 2B above, the principal will answer such grievance in writing.

Step 3. Written Submission to Superintendent

A. Within five days after receiving the decision of the Principal an appeal of the decision may be made to the Superintendent, and/or Board Committee of 3 or its designee. The appeal will be in writing on the form provided and will be accompanied by a copy of the original grievance and decision at Step 2 above.

B. Within five working days of receipt of the written appeal, the Superintendent or a designated representative will arrange a conference to satisfactorily resolve the grievance. (The conference will take place at the earliest date possible.)

C. The grievance may be lodged and thereafter discussed in conference with the Superintendent and/or Board Committee or his/her designee:

- by a bargaining unit member (on their own behalf),
- by a bargaining unit member accompanied by the appropriate Federation representative,
- by a Federation representative in the name of the Federation, if the matter does not involve or otherwise refer to an individual bargaining unit member.

D. Within six working days after such conference Step 3C above, the Superintendent will answer such grievance in writing.

Step 4. Arbitration

A. Within ten days after receipt of the decision of the Superintendent of Schools, the Federation may appeal the decision to binding arbitration under the auspices and rules of the American Arbitration Association (AAA), by pending written notice thereof to the Superintendent of Schools and to the American Arbitration Association.

B. The rules of the American Arbitration Association will govern the arbitration hearing.

C. Neither party will be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party.

D. The arbitrator may not, in effect, grant the Federation that which the Federation was unable to secure in collective bargaining.

ARTICLE 11 - LEAVE POLICIES

Section 1. Leave with Pay

A. All bargaining unit members are granted 11 leave days with pay each school year, credited to them on the first student day of school. These days can be used for personal illness, family member illnesses, funeral attendance and bereavement. In addition, upon advanced notice and per administrative approval, two of these leave days may be used for personal business. Once an individual's leave days with pay have been exhausted, requests for leave days without pay may be submitted to the superintendent or a designee. See Section 2, below.

B. One personal business day may be used in conjunction with scheduled breaks upon approval by administration. Notice must be given by the employee 30 days prior to the requested day. This provision can not be used more than one time per school year. Not more than two (2) bargaining unit members can request the same date at the same time.

C. Bargaining unit members may accumulate up to 151 leave days.

D. Upon submission of a written request, submitted no later than June 1, bargaining unit members will be reimbursed for all leave days that they have accumulated in excess of 140 days at the end of each school year at a rate of $75.00 per day (maximum of 10 days, or $750.00 total).

E. Upon submission of a written request, submitted no later than June 1, bargaining unit members who voluntarily leave the district or retire from the district will be reimbursed for all leave days that they have accumulated in excess of 59 days as follows:
- $25.00 for each accumulated day in excess of 59 but less than 90 (i.e. days 60-89). Maximum payout at this tier is 30 days x $25.00 = $750.00
- $37.50 for each accumulated day in excess of 89 but less than 120 (i.e. days 90-119). Maximum payout at this tier is 30 days x $37.50 = $1,125.00
- $50.00 for each accumulated day in excess of 119 but less than 141 (i.e. days 120-140). Maximum payout at this tier is 21 days x $50.00 = $1,050.00
- $75.00 for each accumulated day in excess of 140 up to the maximum of 151 (i.e. days 141-151). Maximum payout at this tier is 11 days x $75.00 = $825.00

Total maximum payout under this provision is $3,750.00.

An employee with less than 60 days of accumulated leave days at the time of their voluntary leave or retirement are not eligible for reimbursement under this provision.

F. Leave days are granted on a prorated basis to bargaining unit members who enter their employment with the district after the beginning of the school year or leave the district for any reason prior to the end of the school year.

G. A written statement of accumulated leave days will be provided to each member by October 1st of each year.

H. Any member absent for five or more consecutive days will, upon request, provide evidence justifying their extended absence, such as a physician's note.
I. Documented fraudulent use of paid leave time will result in disciplinary action up to and including termination.

Section 2. Leave Without Pay

A. Leave without pay may be granted, without salary schedule (step) advancement or other benefits, for the following:

1. Childcare responsibilities – Upon written request a bargaining unit member may request up to one full year of leave in order to tend to childcare responsibilities, pursuant to the following:
   a. Written request must be submitted at least one-month prior to the requested leave start date.
   b. Requests to return to work prior to any previously determined return date must be submitted in writing and are granted at the discretion of the Board.
   c. Employees on such leave will notify the Board in writing by May 1st of their leave year regarding their intent to return to work for the start of the next school year.
   d. Such leave will not result in any reduction in seniority, salary, or step placement.

2. Professional Improvement
   a. For a period of one school year.
   b. Application will be submitted on or before May 1st of the preceding school year.
   c. Graduate program with at least six hours per semester toward a degree-granting program directly relating to the teaching area.
   d. No more than 2 of the staff will be granted a leave of absence for this reason in any one school year.
   e. A teacher will not be eligible for such leave except once every five years.
   f. The teacher will notify the Superintendent by April 1st proceeding the September they wish to return.

3. Medical necessity – Upon written request a bargaining unit member may request up to one full year of leave in order to tend to their personal medical care or the medical care of an immediate family member, pursuant to the following:
   a. The written request for such leave must be submitted with as much advanced notice as possible.
   b. The written request for such leave will include a doctor's certificate outlining the medical necessity at issue.
   c. Requests to return to work prior to any previously determined return date must be submitted in writing and are granted at the discretion of the Board.
   d. Requests for extension of such leave must be submitted in writing and are granted at the discretion of the Board.
   e. It is incumbent upon the Employee to remain in communication with the District regarding their progress and their possible return to work.

4. Leave requests pursuant to the Family Medical Leave Act (FMLA) must be submitted in writing and run concurrent with any additional forms of leave granted under this agreement. All personal leave without pay requests which qualify as FMLA leave must be initially taken as FMLA leave.
5. Leave without pay for any reason not covered in the above provisions:
    - Must be requested and approved by the Superintendent not less than one month prior to the leave.
    - Not include more than five (5) work days.
    - Must be consecutive work days.
    - Will reduce the member's total compensation on a per diem basis.
    - Can be used only once every five (5) year period.

Section 3. Additional Leave

A. Leave will be granted, without loss of pay, for the following:
    1. Jury Duty – there will be no deduction of salary for legal compulsory absence from work for jury duty or when subpoenaed to attend. Employees will receive full daily salary with the jury pay being returned to the Board of Education, less meal expenses and mileage, when not provided by the Court.
    2. Conferences – approved in advance by Superintendent.
    3. District Relevant Committees – approved in advance by Superintendent.

B. Fifteen days total will be allowed each year for use by Federation officers to attend educational meetings, workshops or committee meetings with five days prior notice to the Board. Individual members may use no more than four days each for Federation activities. Any substitute employee costs incurred by the District as a result of this provision will be reimbursed by the Federation. Leave under this provision is limited to no more than two members per building and three members total, district wide.

ARTICLE 12 – PROFESSIONAL BEHAVIOR

A. A teacher shall be entitled to have present a representative of the Federation when being disciplined. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Federation is present, unless necessity dictates immediate action. If, due to the unavailability of the employee and/or the building representative, a meeting to discuss the discipline has not been scheduled to be held within 5 workdays, the administrator may proceed with the discipline. The administrator involved may also have another administrator present at the meeting.

B. Complaints by a parent or a student directed toward an employee that cannot be resolved by the administrator at the time the complaint is brought shall be called to the attention of the employee.

    The administrator shall:

    1. Provide the employee an opportunity to meet with the parent or student with the administrator to reach a resolution.

2. Provide the employee an opportunity to reduce the employee's version of the matter to writing and to have that version attached to any written record of the matter; and
3. Provide the employee with a copy of the written record, which the administrator expects to place in the employee's file.

C. The Board and Administration recognize their responsibility to provide support and assistance in the maintenance of control and discipline in the classroom.

1. If a pupil is excluded from the classroom, the teacher will furnish their administrator pertinent details of the incident(s) as promptly as teaching obligations will allow, but in no case later than the end of the teacher day unless extenuating circumstances dictate otherwise. Before the principal or assistant returns the pupil to the classroom, they shall inform the teacher, with a personal contact or in writing, of the corrective measures taken.
2. When requested by the teacher, the administrator will arrange a conference including the student and the student's parent or legal guardian.
3. Whenever it appears to the teacher and administrator that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, the Administration will take such steps as may be necessary to relieve the employee of responsibility with respect to such pupil.

D. Any case of assault upon a teacher, which is related to the teacher's responsibilities in the District, shall be reported promptly to the administration and Board.

The Board shall provide the services of an attorney to advise the teacher of their rights and obligations with respect to the criminal prosecution of the assailant. The teacher shall cooperate with the proper legal authorities in the apprehension and prosecution of the assailant.

E. If any teacher is complained against or sued by reason of disciplinary action taken by the teacher against a student, the Board, by discretionary action, shall provide legal counsel if requested in writing by the teacher and render necessary assistance to the teacher in their defense providing the teacher acted within the scope of Board of Education policy. Such Board action shall be in connection with coverage also involved through the Michigan Education Federation Liability Program or the school district's liability insurance carrier.

Any injury, which arises out of or occurs within the course of the employee's employment shall be promptly reported to the building Principal. The employee shall be supplied with the appropriate form in the event a Worker's Compensation claim is to be filed.

F. The Board shall investigate any matter covered under this Article and if they find the teacher was not responsible or is unjustly charged, they shall provide the necessary time off for the teacher to aid in the prosecution of an assailant and/or defense of litigation against the teacher. Such time off shall be without the loss of compensation and shall not be charged against any paid leave time.

G. 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 the case of negligence or neglect of duty, for any damage or loss to person or property.

J. The discipline policies set forth in the respective student handbooks of the District will be made available to all students and staff at the beginning of each school year. Said discipline policies will set forth the general standards of behavior expected of students enrolled in the District whether in the classroom, elsewhere on school premises, on a school bus or other school-related vehicle or at a school sponsored activity or event.

ARTICLE 13 - HOURS, WORKLOADS, RESPONSIBILITIES

A. The student school day will be set by the Board, but will not begin prior to 8:00 a.m. and will conclude by no later than 4:00 p.m. Necessary adjustments to the workday will be made to meet the requirements as set forth in the Michigan Public School Code. No teacher will be scheduled for more than seven and one-half consecutive hours to include a 35-minute duty-free lunch and no more than six hours of student instruction time. The Board agrees to negotiate the impact of any changes with the Federation.

B. In the event that it is necessary for a teacher to teach a class during their preparation period, it will be mutually agreed upon by administration and the teacher. The teacher will receive one-seventh (1/7) of their teaching salary as additional compensation. This added compensation will be prorated for the number of workdays impacted. The added compensation will be added to the remaining pays for that contract year for the teacher.

C. The work-year shall be 185 days, established in the annual school calendar.

D. Teaching staff will arrive 10 minutes prior to the start of the student school day and may conclude 5 minutes after the dismissal of students.

E. Any bargaining unit member who is required by the Superintendent or Board of Education to attend a special institute or workshop shall not suffer any loss of wages as a result.

F. Lunch Periods and Preparation Periods.
   1. Secondary teachers shall have a daily preparation period equal to a regularly scheduled class period and have a regularly scheduled duty-free lunch period of 35 minutes each day.
   2. Elementary teachers shall have a duty-free lunch period of 35 minutes per day and 200 minutes of preparation time, not counting recess, per five-day week with at least a 40-minute preparation time daily. Elementary teachers will have 40 minutes of preparation time each day. Administration will diligently attempt to schedule this time in consecutive minutes of prep time. In the event that there is difficulty in attaining this goal, two representatives from the K-6 will meet prior to the teacher's record day of school to discuss potential options for the Elementary Preparation Time Schedule. In the event that consensus does not occur, an additional meeting will be scheduled prior to June 30 and attendance by the Superintendent will be encouraged. If consensus still

does not occur, another meeting will occur prior to July 15, and the Superintendent of Schools will attend. In the event that 40 minutes does not accommodate the schedule, each case will be addressed individually in a fair and appropriate manner. All preparation time will begin on the first day with students.

3. Prep Time Responsibilities. Types of responsibilities to be addressed during prep time:
    - Parent Communications
    - Professional Communications
    - Subject preparation
    - Assessments
    - Preparation of materials
    - Implementation of Core Standards
4. A bargaining unit member may, at their option, agree to supervise the lunchroom at a compensation rate of $18.00 per period or another classroom during their preparation period or duty-free lunch period at a compensation rate of *$25.00* per period.

G. Staff may be required to devote additional time of service, not to exceed 3 hours per month. Teachers will use this time to attend meetings and or training sessions designed to improve student achievement. Teachers who are prevented from attending meetings due to coaching or other Hale Area Schools activities will be excused.

H. The school calendar shall be set forth in Appendix A. Grades will be turned in at the end of the 4th calendar day following the end of the marking period.

I. In the event that professional development days are required beyond the established school year calendar, teachers shall be paid at the rate of $150.00 per full day participation and/or $75.00 per half-day participation in addition to all expenses paid by the board.

J. <u>Letters of Understanding</u>
By mutual agreement between a volunteering teacher and the building principal, a teacher may accept student supervision before or after school outside the regular work hours. Upon acceptance, the teacher's workday will be adjusted so that the workday will neither be increased nor decreased by such supervision assignment. Time will be either before or after regularly scheduled duty hours.

K. Part-Time Bargaining Unit Members: In the event that step increases, longevity increases, and full extra duty pay is granted to the entire bargaining unit, part time bargaining unit members:
    1. Shall receive a full step on the salary schedule (if applicable).
    2. Salary shall be based upon the number of hours worked proportionate to the salary schedule.
    3. Shall receive full year longevity credit (if applicable).
    4. Shall be paid the full amount for extra duties.
    5. When additional duties are required outside of the regularly scheduled day, these employees will be paid on a per diem per hour basis.
    6. Administration will attempt to schedule these employees in consecutive hours.

7. These employees shall be granted preparation time proportional to the number of classes taught (1 conference period per week for each class taught).
8. The insurance contribution by the district shall be proportionate to the employee's full time employment with the district, including instruction and preparation time. In lieu of payments shall also be proportionate.

ARTICLE 14 - HEALTH INSURANCE

A. The School Board will contribute to an employee health insurance plan for each bargaining unit member in an amount equivalent to the State of Michigan Hard Cap, adjusted annually and based upon the elected coverage for the member (single, two person, or full family). Employee is responsible for premium and ACA fees that exceed the State Hard Cap. Employee contributions will occur via automatic payroll deduction.

B. Employees who elect not to subscribe to the Priority Health (or the comparable and/or better medical insurance provided by the Board with an alternate carrier), will be eligible to receive either a contribution toward a tax sheltered annuity, or, if they elect in writing prior to September 10, a cash payment. If six members or fewer choose the cash option the amount will be $1,200, if 7 members choose the cash option the amount will be $1,500 and if 8 or more members choose the cash option the amount will be $1,800. Payments will be made in two installments; payments to be made by December 15 and June 15, respectively as part of normal payroll disbursements.

C. In the event that the bargaining unit elects to contribute to a Health Savings Account, any excess of the cap allocation remaining after premiums are established will be deposited in two equal installments within five days of the November State Aide payment and after the April State Aide payment. Members must certify annually their eligibility to contribute to a HSA per federal insurance guidelines. Members must immediately notify administration of any events that change their eligibility status during the course of the year.

D. Teachers may authorize payroll deductions for annuities, and a Health Reimbursement Account which will be promptly paid to the annuity provided by the Board.

ARTICLE 15 - DENTAL AND VISION INSURANCE

A. Employees may elect to receive Vision and Dental in addition to the medical benefits. In the event that employees elect to receive vision and/or dental insurance, those premiums will be added to the medical premiums in the calculation for contributions to the employee's Health Savings Account. If the total of all premiums exceed the cap amount, the employee would be responsible for the difference.

B. The increase for each year of this agreement shall be the health care component of the CPI as established by the State of Michigan's Department of Treasury as per Public Act 477 of 2012, MCL 15.563.

ARTICLE 16 – LONG TERM DISABILITY

The Board will offer Long Term Disability (LTD) Insurance (66 2/3% minimum) to each tenured

bargaining unit member. If eligible, receipt of LTD Benefits will begin once the individual's accumulated personal leave with pay has been exhausted or after 90 days, whichever is greater.

ARTICLE 17 – MISCELLANEOUS PROVISIONS

A. An emergency financial manager appointed under the Local Financial Stability and Choice Act, 2012 PA 436, MCL 141.1541 to 141.1575 may reject, modify, or terminate this Agreement as provided therein.

B. The Board and the Federation agree to develop a committee to explore insurance needs, available options, costs, etc.

C. **Retirement Preparation Plan**. Upon a teacher's advanced notification, by May 1, of retiring in three years from the Hale School District and in agreement with the teacher, the District agrees to the following Early Announcement Incentive Plan:

Three-year advance notice and agreement:

1. Year 1-The District agrees to pay $1,500 additional compensation to the teacher as payment for completion of NWEA data.
2. Year 2-The District agrees to pay $3,000 additional compensation to the teacher as a payment for curriculum calendars in all subject areas taught.
3. Year 3-The District agrees to pay $2,500 additional compensation to the teacher as a payment upon completion of lesson plans and resources for 1 year for use by the incoming teacher.

The total amount for the three years advance notice of retirement to be earned will be $7,000.

Said payment shall be either included in 26 regular pay schedule or semi-annually with other extra duty compensation. Employee will designate desired payment option when notifying the district of Preparation Plan to Retire. Employees must be eligible to retire through the Michigan Public School Employee Retirement Services (MPSERS). Employees must be employed by the Hale School District for a minimum of 5 years in order to be eligible for this retirement plan.

ARTICLE 18 - SAVINGS CLAUSE

If any provisions of this Agreement or any application of the Agreement to any employees or group of employees will be found contrary to law as determined by a court of competent jurisdiction, then such provision or application will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications will continue in full force and effect. The parties will meet within 30 days, unless mutually extended, to negotiate a new provision.

ARTICLE 19 - NEGOTIATIONS

No sooner than 120 days prior to the expiration of this Agreement will either party give notice to the other party to begin negotiations regarding a successor collective bargaining agreement.

Within 30 calendar days following such notification, negotiations will begin.

ARTICLE 20 - DURATION

This contract will commence on July 1, 2023 and will remain in full force and effect until June 30, 2026.

FOR THE HALE BOARD OF EDUCATION

Signature Date 6-26-2023

Signature Date

Signature Date

FOR THE HALE FEDERATION OF TEACHERS

Melissa Blomquist 6/26/23

Signature Date

Joni Dieman 6/26/2023

Signature Date

APPENDIX A - SCHOOL CALENDAR

2023-2024 School Calendar

Open House	Wednesday 4:30-6:30	8/23
First Day of School	Monday	8/28
NO SCHOOL	Friday	9/1
NO SCHOOL (LABOR DAY)	Monday	9/4
1st Progress Report	Friday	9/22
Student Count Day	Wednesday	10/4
NO SCHOOL	Monday	10/16
End of 1st Marking Period	Friday	10/27
Parent/Teacher Conferences (K-12)	Thursday 4:00-7:00	11/2
Parent/Teacher Conferences (K-12)	Friday 8:00-11:00	11/3
NO SCHOOL	Friday	11/3
NO SCHOOL	Wednesday	11/15
Thanksgiving- NO SCHOOL	Thursday	11/23
NO SCHOOL	Friday	11/24
2nd Progress Report	Friday	12/8
Christmas Break- NO SCHOOL		12/25-1/5
1st Day Back	Monday	1/8
Exams~ Early Dismissal @ 12:00 (K-12)	Thursday	1/18
Exams~ Early Dismissal @ 12:00 (K-12)	Friday	1/19
End of 2nd Parking Period/ 1st Semester	Friday	1/19
Student Count Day	Wednesday	2/7
NO SCHOOL	Friday	2/9
NO SCHOOL	Monday	2/12
3rd Progress Report	Friday	2/16
End of 3rd Marking Period	Friday	3/22
Spring Break~ NO SCHOOL		3/25-3/29
1st Day Back	Monday	4/1
4th Progress Report	Friday	5/3
NO SCHOOL~ Memorial Day	Monday	5/27
Senior Exams/ Seniors Last Day	Tuesday	5/28
Senior Trip	Wednesday	5/29
Graduation Practice	Thursday	5/30
Graduation	Friday	5/31
Exams~ Early Dismissal @ 12:00	Thursday	6/6
Exams~ Early Dismissal @ 12:00	Friday	6/7
End of 4th Marking Period/ 2nd Semester	Friday	6/7
Last Day of School	Friday	6/7

APPENDIX B - SALARY SCHEDULE

2023-2024 +5%						
STEP	BA	BA+20	MA	MA+30	SP	PHD
1	38,334	41,080	43,714	45,428	47,638	47,487
2	39,890	42,747	45,488	47,272	49,571	49,414
3	41,508	44,482	47,334	49,190	51,583	51,419
4	43,193	46,287	49,254	51,187	53,676	53,506
5	44,946	48,166	51,253	53,264	55,854	55,677
6	46,770	50,120	53,333	55,426	58,121	57,937
7	48,668	52,154	55,498	57,675	60,480	60,288
8	50,643	54,271	57,750	60,015	62,934	62,735
9	52,698	56,473	60,094	62,451	65,488	65,281
10	54,837	58,765	62,532	64,985	68,146	67,930
11	57,062	61,150	65,070	67,623	70,911	70,687
2024-2025 +3%						
STEP	BA	BA+20	MA	MA+30	SP	PHD
1	39,484	42,312	45,025	46,791	49,067	48,911
2	41,086	44,029	46,852	48,690	51,058	50,896
3	42,754	45,816	48,754	50,666	53,130	52,962
4	44,489	47,676	50,732	52,722	55,286	55,111
5	46,294	49,610	52,791	54,862	57,530	57,347
6	48,173	51,624	54,933	57,088	59,865	59,675
7	50,128	53,719	57,163	59,405	62,294	62,097
8	52,162	55,899	59,483	61,816	64,822	64,617
9	54,279	58,167	61,896	64,325	67,453	67,239
10	56,482	60,528	64,408	66,935	70,190	69,968
11	58,774	62,984	67,022	69,651	73,039	72,807
2025-2026 +3%						
STEP	BA	BA+20	MA	MA+30	SP	PHD
1	40,668	43,582	46,376	48,195	50,539	50,378
2	42,319	45,350	48,258	50,151	52,590	52,423
3	44,036	47,191	50,216	52,186	54,724	54,550
4	45,823	49,106	52,254	54,304	56,945	56,764
5	47,683	51,099	54,375	56,508	59,256	59,068
6	49,618	53,173	56,581	58,801	61,661	61,465
7	51,632	55,330	58,878	61,187	64,163	63,959
8	53,727	57,576	61,267	63,670	66,767	66,555
9	55,908	59,912	63,753	66,254	69,476	69,256
10	58,176	62,344	66,341	68,943	72,296	72,067

11	60,537	64,874	69,033	71,741	75,230	74,991

STUDENT GROWTH MEASURES

Using NWEA measures from the spring of 2022-2023 school year, teachers may receive a pay increase based on the following student achievement growth:

If there is a 10% decrease in the number of below grade level student scores as reported from opportunities given, teachers will receive an additional 0.5% off schedule payment from the 2023-2024 salary schedule.

If there is a 15% decrease in the number of below grade level student scores as reported from opportunities given, teachers will receive an additional 0.75% off schedule payment from the 2023-2024 salary schedule.

If there is a 20% decrease in the number of below grade level student scores as reported from opportunities given, teachers will receive an additional 1.0% off schedule payment from the 2023-2024 salary schedule.

This same procedure would be used at the end of the 2023-24 and 2024-25 school year.

LONGEVITY PAY

Employees with more than eleven years of experience with the Hale Area Schools will receive a longevity payment annually. Starting with year 12 the longevity amount will be $1500. Longevity will increase by $100.00 with each year of service to Hale Area Schools. The maximum amount of longevity will be capped at $3,000.

APPENDIX C – ADDITIONAL ASSIGNMENTS

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

Additional Assignments Schedule

Assignment	Step 1	Step 2	Step 3	Step 4	Step 5

Band and Choir Additional Assignment	6	7	8	9	10
Yearbook Advisor	4	4.5	5	5.5	6
Drama Club Advisor	2.4	2.7	3	3.3	3.6
8th Grade Class Advisor	1.1	1.2	1.3	1.4	1.5
7th and 8th Grade Student Council Advisor	1.1	1.2	1.3	1.4	1.5
9th and 10th Grade Class Advisor	1.1	1.3	1.5	1.7	1.9
11th Grade Class Advisor	1.6	1.8	2	2.2	2.4
12th Grade Class Advisor	2.0	2.2	2.4	2.6	2.8
High School Student Council Advisor	1.6	1.8	2	2.2	2.4
Knowledge Bowl Advisor	1.1	1.3	1.5	1.7	1.9
National Honor Society Advisor	1.1	1.3	1.5	1.7	1.9

Job Descriptions for Additional Assignment Positions

Band/Choir Additional Assignment Requirements:

(Band)

- State Festival
- District Festival
- Solo & Ensemble
- At least 6 Varsity Basketball games
- Winter Snowcoming games (Boys and Girls)
- Football games (All varsity home games)
- Christmas programs
- Spring programs
- Hale parades
- Band Camp
- Graduation

(Choir)

- State Festival
- District Festival
- Solo & Ensemble
- Christmas programs
- Spring programs
- Graduation

Yearbook Advisor Extra Duty Requirements:

- Camera Responsibilities (checking them in and out)

- Be at multiple school events
- Pictavo (Yearbook software) Administrator
- Schedule and oversee students to create pages and be responsible for the pictures
- Work with Joe & School Photo Company
- Work with liaison for yearbook company
- Technology (be able to upload and download pictures)
- Local paper articles (What's Happenin?/ Ogemaw Voice)
- Local Business Advertisement recruiting

Drama Club Advisor Extra Duty Requirements:

- School play once/year
    - Auditions
    - Set prep and building
    - Rehearsals
    - Marketing
    - Performances

8th Grade Class Advisor Extra Duty Requirements:

- Fundraisers for Mackinac Island Trip
- Mackinac Island Trip
- Class meetings: 1/marking period

7th and 8th grade Student Council Advisor Extra Duty Requirements:

- Sponsor food drive or other charitable event (1/year)
- Council meeting: 1/Marking period
- 1 dance/year

9thand 10th Grade Class Advisor Extra Duty Requirements:

- At least 1 fundraiser per year for Prom/Senior year
- Chaperone Homecoming , Snowcoming, Prom (at least 2 dances/year)
- Chaperone after school activities for spirit weeks
- Class meetings: 1/marking period

11th Grade Class Advisor Extra Duty Requirements:

- Class meetings: 1/marking period
- Chaperone after school activities for spirit weeks
- Chaperone Homecoming and Snowcoming dances
- Fundraisers (at least 1 per year)
- Concessions (Raise funds for Prom/ Work with the Boosters Club)
- Prom
    - Planning
    - Ordering all decorations, plates, utensils
    - Photographers
    - DJ
    - Get chaperones
    - Food

- Venue

12th Grade Class Advisor Extra Duty Requirements:
Assist with decisions regarding:

- Class colors
- Class song (check lyrics - have Mr. Bowman approve)
- Class motto
- Class Flowers (make sure it is something you can purchase from a flower shop - the girls carry them at graduation and boys wear them)
- Senior Trip
- Cap and Gown Ordering
- Senior gear procurement
- Fundraising for trip, gear, flowers
- Senior video
- Graduation rehearsal
- Senior picnic

High School Student Council Advisor Extra Duty Requirements:

- Organize and Oversee Blood Drives (3/year)
- Homecomings (Fall and Winter)
  - Planning
  - Ordering all decorations, plates, utensils
  - Photographers
  - DJ
  - Get chaperones
  - Food
  - Parade
  - Spirit week
  - Class reps
  - Work with band director for parade and game
  - Contact last year's reps
- fundraisers

Knowledge Bowl Advisor Extra Duty Requirements:

- Practices
- Competitions

National Honor Society Advisor Extra Duty Requirements:

- Supervise all functions of the Honor Society chapter on campus, including selection and induction of new members, completion of an annual chapter service project, and discipline/dismissal procedures
- Serve as liaisons to the faculty, administration, student body, and community regarding matters related to the Honor Society

- Maintain files for chapters, including membership records, chapter history, activities, selection procedures, membership obligation guidelines, chapter bylaws, and financial transactions
- Review active chapter members on a regular basis for compliance with Honor Society standards and obligations
- Work with chapter officers to assist them in their duties
- Serve as a facilitator in a nonvoting capacity for all meetings of the faculty council
- Meet with the school administration regularly to inform them about and provide opportunities to evaluate chapter activities
- Review all chapter documents to ensure that the policies and procedures of the chapter are in compliance with the National Constitution and the *NHS Handbook*
- Complete an annual survey reporting on the chapter's activities for the year to the national office
- Assist principals in renewing affiliation with the national office each spring
- P/T Conferences Snack Cart
- Charitable drive (1/year)

Additional Assignment Positions

The following additional assignment positions will be paid via annual stipends:
Summer School / Kids Read Now $700, MICIP Team Members (4) $600, Technology Team Members (3) $500, Credit Recovery / Online Class Program Director $25/hour

Job Descriptions;

Coordinator for Kids Read Now Responsibilities

- Attend annual training
- Complete students' overview paperwork
- Update paperwork monthly
- Work with administrative assistant to send the company parent information on each grade level participating in Kids Read Now
- Meet individually with students for book selections
- Send home parent contact information verification forms that must be returned
- Update address and phone numbers
- Compile all book orders
- Conduct parent night to explain program
- Communicate with parents throughout the summer for student progress
- Monitor online the student check in of books and recording of books read
- Assist parents with book check in and understanding the program
- Distribute prizes and certificates in the fall

Technology Team Responsibilities

- Develop tech camp professional development activities
- Complete training or professional development concerning new technology programs and train staff on implementation of the programs into our existing pedagogy
- Attend monthly meetings to continue development of implementation of technology programs
- Provide support for the staff throughout the year with the various technology programs that are implemented and being utilized
- Build and model templates that are used for data collection and disaggregation and pacing guides for curriculum development and implementation
- Introduce new technology to integrate and transition
- Develop innovative ways to utilize existing technology to better support the staff

MiCIP Team Responsibilities

- Attend the Michigan MiCIP conference annually
- Attend the MiCIP series workshops
- Attend bi-weekly meetings
- Develop the MiCIP plan
- Analyze data using the MiData Hub
- Communicate to all stakeholders (teacher, school board, etc.)
- Develop, distribute, and analyze necessary surveys
- Determine and organize professional development that aligns with the MICIP plan

Credit Recovery/Online Class Program Director

- Attend professional development annually through program
- Input all students into the program
- Create all classes
- Monitor student progress
- Grade student assignments
- Ensure grades are given to office staff to be entered into Skyward