MASTER AGREEMENT
BETWEEN
HART PUBLIC SCHOOLS
BOARD OF EDUCATION
AND
HART EDUCATION ASSOCIATION
2025-2027

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WHEREAS, the parties are required by law to negotiate in good faith on wages, hours, and other terms and conditions of employment of the bargaining unit members, that parties have reached agreement on all such matters and desire to execute this contract covering such agreement.

AGREEMENT

THIS AGREEMENT, by and between the Board of Education of the Hart Public Schools of Hart, Michigan, hereinafter called the "Board" and the Hart Education Association, hereinafter called the "Association."

ARTICLE I - RECOGNITION

A. The Board hereby recognizes the Association as the exclusive bargaining representative as defined in The Public Employment Relations Act, as amended, for all certificated teachers, social workers, guidance counselors, and librarians employed by the district. Excluded from the unit are substitutes, full and part time principals, supervisors, administrators, executives, and all others. In the event the parties cannot agree whether a new position is in or out of the unit, either party may petition the MERC for a determination on the matter. The term "teacher," when used hereinafter in this agreement shall refer to all employees represented by the Association bargaining unit as defined above.

B. 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 by the Association, if the adjustment is not inconsistent with the terms of the Agreement, provided that the Association has been given the opportunity to be present at such adjustment.

C. Within thirty (30) days of the beginning of the school year, a teacher's individual employment, or the ratification of the Agreement, whichever is later, teachers may sign and deliver to the Board an assignment authorizing deductions for life insurance, annuities, credit union and other deductions, as has been established by practice plus any other specific deductions authorized from time to time by the Board and the Association.

D. Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under the Michigan Revised School Code.

ARTICLE II - BOARD RIGHTS

A. Laws and Authority

Nothing contained herein shall be considered to deny or restrict the employer of its rights, responsibilities, and authority under the laws of the State of Michigan and of the federal government of the United States. Except as stated by this agreement, all of the rights, powers, and authority the employer had prior to this agreement are retained by the employer.

B. Management and Control

It is expressly agreed that all rights which ordinarily vest in and have been exercised by the employer, except those which are relinquished herein by the employer, shall continue to vest exclusively in and be exercised exclusively by the employer without prior negotiations with the Union either as to the taking of action under such rights or with respect to the consequence of such action during the term of this agreement.

Such rights shall include, by way of illustration and not by way of limitation, the right to:

1. Manage and control its business, its equipment, and its operations and to direct the working forces and affairs of the employer.

2. Continue its rights, policies, and practices of assignment and direction of personnel, determine the number of personnel and scheduling of all the foregoing, and the right to establish, modify, or change any work or business or school hours or days.

3. The right to direct the working forces, including the right to hire, promote, suspend, and discharge employees, transfer employees, assign work or duties to employees, determine the size of the workforce, and to lay off employees.

4. Adopt reasonable rules and regulations.

5. Determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof, and the relocation or closing of offices, departments, divisions or subdivisions, buildings, or other facilities.

6. Determine the financial policies, including all accounting procedures and all matters pertaining to public relations.

7. Determine the size of the management organization, its functions, authority, amount of supervision, and table of organization, provided that the employer shall not abridge any rights of employees as provided for in this agreement.

8. Determine the policy affecting the selection, testing, or training of employees providing that such selection shall be based upon lawful criteria.

9. The employer shall continue to have exclusive right to establish, modify, or change any condition except those covered by provisions of this agreement.

10. The employer shall determine all methods and means to carry on the operation of the schools.

11. To exercise management and administrative control of the school system and its properties and faculties.

12. To establish hiring procedures and qualifications.

13. To establish course of instruction and in-service training program for employees and to require attendance at any workshop, conference, etc., by employees, including special programs during the workday.

14. The employer shall continue the right to determine and re-determine job descriptions.

C. Limits

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the employer, the adoption of policies, rules, regulations, and practices in furtherance thereof, shall be limited only by the terms of this agreement and then only to the extent such terms hereof are in conformance with the laws of the State of Michigan and the laws of the United States.

D. Agreement

The matters contained in this agreement and/or the exercises of any such rights of the employer are not subject to further negotiations between the parties during the term of this agreement.

ARTICLE III -TEACHER RIGHTS

A. Pursuant to the Public Employment Relations Act, the Board hereby agrees 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 protected activities for mutual aid and protection. The Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by The Public Employment Relations Act; that it will not discriminate against any teacher with respect to hours, wages or any terms or

conditions of employment by reason of his/her membership in the Association or collective professional negotiations with the Board, or his/her institution of any grievance, complaint or processing 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.

C. The Association and its members shall have the right to use school building facilities at all reasonable hours for meetings which are scheduled with the building principal, provided that such meetings do not conflict with regularly scheduled school activities, and responsibility for excessive clean-up is borne by the Association. Faculty room bulletin boards, teacher mailboxes, and school provided email accounts shall be made available to the Association and its members for school use.

D. Upon reasonable written request, and to the extent required by law, the parties shall make available to one another information necessary to assist in the processing of grievances, the administration of this agreement, and the negotiation of a successor contract to this agreement.

E. Each teacher is required to hold and is responsible for maintaining all certificates, endorsements and approvals required by law and by the Michigan Department of Education to serve in the position assigned. It is the teacher's responsibility to file such certificates, endorsements or approvals with the district. The certification status of a teacher on file with the district shall be considered conclusive for all purposes under this agreement. The teacher shall promptly provide written notice to the district and the association of any change to his/her certificates, endorsements, or approval after the original filing of the same with the district. This shall include notice of any additional endorsements, certificates, renewals, approvals as well as expirations, revocations and any limitations thereon. The teacher shall further notify both the district and the Association, in writing, in the event he/she petitions the Michigan Department of Education for nullification or limitation of his/her certificate, one or more endorsements thereon, or a grade level certification appearing on the certificate. A teacher who nullifies a portion of his/her certificate without district approval shall be placed as the least senior teacher and may not utilize the nullification for the purpose of placement to a new position. Should the Board be advised by a source other than the teacher that a certificate has expired, or is about to expire, it will promptly notify the teacher. All teacher certificates are required to be renewed on or before the expiration date, June 30th of the expiring year. If a teacher certificate expires it may be grounds for automatic termination.

F. A teacher shall be entitled to have present an Association representative of his/her choice whenever he/she is called to an administrative office for the purpose of a disciplinary interview. When a request for such representation is made, no final action

shall be taken with respect to the teacher until such representative of the Association is present. The selected representation must be available no later than the following business day.

G. It is expected that a teacher will be notified of any complaint received by the administration if/when a notation is placed in the personnel file of a teacher.

H. Each teacher shall have the right upon request to review the contents of his/her personnel file at reasonable times. A representative of the Association may, at the teacher's request, accompany the teacher in this review. It is recognized that access is limited to material as defined by law.

ARTICLE IV - PROVIDING INFORMATION TO THE BARGAINING AGENT

On October 1 of each school year, the following information shall be provided to the designated representative of the bargaining agent. When a teacher's status of employment changes or is expected to change, the bargaining agent will be notified within ten (10) school days.

Requested information

Please provide for each bargaining unit member:

1. Name
2. Status of employee (active, on general leave, layoff, etc.)
3. Salary and compensation of any kind from Hart Public Schools
4. Health care or Pay in Lieu of
5. Total years, months, days worked in any capacity for Hart Public Schools
6. Highest academic degree
7. Salary lane
8. Other compensation and the positions for which the bargaining unit member is paid
9. Teaching level at present time
10. Building at this time
11. Assignment
12. Certification
13. Endorsements and/or License required by State of Michigan

ARTICLE V - TEACHING HOURS

A. No teacher shall be required to remain at school in excess of seven hours and 25 minutes per day continuously, except as provided in other specific provisions of this agreement, or unless is otherwise necessary to meet minimal hours as determined by law. Except in unusual circumstances or an emergency, a teacher will not be required to spend in excess of 325 minutes per day actually performing classroom teaching. An attempt will be made to keep the number of academic preparations on the secondary

level to a minimum. Teachers may leave on Friday and days before vacation when the buses have left the premises.

B. All teachers shall have a duty free uninterrupted lunch period of at least thirty (30) minutes.

C. Each elementary teacher shall have a preparation period(s) of at least sixty (60) minutes per day of which at least fifty (50) minutes shall be of a continuous time period. The preparation period will be a duty period in which teachers will prepare lessons, correct students' papers and be available for student, parent, or administrative conferences. In addition, teachers can be assigned up to ten (10) observations per school year by their building principal during their preparation periods.

D. No teacher will be required to start any earlier than 7:30 a.m. or later than 8:30 a.m. Zero hour teachers are exempted from this provision.

E. Administration has the right to assign up to two (2) teachers per recess duty on an equitable rotating basis in order to ensure that there are two (2) adults supervising each recess duty. Additional recess periods, if needed by grades kindergarten through six, will be under the supervision of the teacher.

F. Each full time middle and high school teacher shall have a preparation period each day equal to one class period. The preparation period will be a duty period in which the teachers will prepare lessons, correct students' papers and be available for student, parent, or administrative conferences. In addition, teachers can be assigned up to ten (10) observations per school year by their building principal during their preparation periods.

G. Within the parameters of required hours of instruction, bus schedules, and other considerations that also affect other buildings, the scheduling of class periods, preparation periods, lunch periods, recesses (when applicable), starting and ending times shall be implemented only after the bargaining unit members in the building have had an opportunity for input.

Deans: The Board agrees to attempt to limit the hours of teaching for all Dean of Students to two hours. If any Dean of Students is required to teach a third hour, they will be given a 25 minute plan period. No Dean of Students will be required to teach more than three hours during the school day. Hours outside the school day would fall under Article XVIII, Section M.

ARTICLE VI - CLASS SIZE

A. The parties recognize that the availability of optimum school facilities for both students and teachers is desirable to ensure the high quality of education that is the goal of both teachers and the Board.

B. Because the pupil-teacher ratio is an important aspect of the effective educational program, the parties agree that class size shall be as follows:

Class	Class Size (pupils)
Kindergarten	26
Ist Grade	28
2nd Grade	28
3rd Grade	28
Physical Education	40
Band	200 per day
All Other	30

C. Whenever the class size limits as stated in Paragraph B are exceeded the involved teacher(s) shall be paid an additional amount determined by the following formula:

$$\frac{PD \times NO \times ND}{CSL}$$

In which:

PD = Per Diem Pay
CSL = Class Size Limits
NO = Number of students exceeding the Class Size Limit
ND = Number of days the Class Size Limit was exceeded

D. Payment of overload conditions shall begin on the first Monday following the third (3rd) week of school provided however, that any excessive student count on said Monday shall be paid back to the original (1st) day of overload. For purposes of eligibility, a student must be in attendance 5 days prior to any retroactive pay to the first day of attendance.

ARTICLE VII - TEACHING CONDITIONS

A. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires and similar materials are the tools of the teaching profession. The administration will confer from time to time with teachers relative to such equipment and materials.

B. Assuming that building funds are available through bonded millage vote, the Board shall make available, in each school, exclusively for teachers and staff, a lunchroom-workroom and restroom-lavatory facility. Existing facilities will be maintained until that time, to the extent feasible.

C. Each teacher shall be provided with a room key and may be provided with a building entry key upon request to the building principal. In the event security becomes a problem, the board may implement additional security measures.

D. A teacher is required to assume certain school duties without compensation such as student activities and student assemblies during the school day,

E. A teacher shall not leave a class unattended except in an emergency or the performance of duties. Unusual or extended absences from the classroom due to the performance of duties shall be cleared with the building principal.

F. Teachers may be required to attend up to sixteen (16) hours of professional meetings per year. Duration of these meetings shall be up to one (1) hour beyond the normal school day. Professional meeting shall be defined as:
    i. Building staff meetings
    ii. Curriculum meetings- Grade level or subject area meetings
    iii. Committee meetings
    iv. After-hours activities.

G. The Board shall provide, for each teacher, a teacher's desk and chair.

H. Whenever a teacher is requested by an administrator to attend a professional conference, or whenever a particular program has funds appropriated for professional conferences, the teacher shall be reimbursed for conference expenses (such as mileage, lodging, meals, materials and fees).

    Whenever a teacher submits a request to attend a professional conference, accompanied with the estimate of cost, and such request is approved by the Superintendent, the teacher shall be reimbursed at a rate of fifty (50%) percent for conference expenses (such as mileage, lodging, meals, materials and fees).

ARTICLE VIII - POSTING PUBLICATION

The Board shall publicize job postings in the appropriate place in each school building, to the members of the bargaining unit through school email and on the district website.

ARTICLE IX - PAID LEAVES

A. All teachers regularly employed by the district shall be granted ten (10) paid sick leave days per year. Paid leave days will accumulate without limit for all teachers employed by the district prior to September 1, 1995. All teachers employed by the district on or after September 1, 1995 shall have their paid leave days accumulate to a maximum of 180 days. Sick leave may be used for illness or medical care of the spouse, son or daughter, parents, or other members of the teacher's household. Any leave granted under this provision will run concurrently with any leaves for which the employee is eligible under FMLA.

B. In the event of absence due to personal illness of a teacher in excess of five (5) consecutive working days, or when a teacher exceeds ten (10) working days of absence due to personal illness in a school calendar year without documentation from a doctor, the Board may, at its expense, require an examination by a physician.

C. The superintendent may, with good cause, at the Board's expense, require the teacher to receive a physical or mental examination by an appropriate physician to determine whether involuntary sick leave is warranted. The doctor will be asked for his/her opinion as to whether the teacher is capable of performing the essential functions of his/her assignments.

D. Any teacher who is absent because of an injury or disease compensable under the Michigan Workers Compensation Act may use accumulated sick leave days in order to receive the difference between the allowance under the Worker's Disability Compensation Act and his/her regular salary.

E. Leave Donation

Teachers who are unable to work due to personal illness, disability, or the care of an immediate family member and who have exhausted their personal sick leave, personal days, and comp days shall be eligible to apply for additional sick leave under the following conditions:

1. A teacher who believes that he/she may need additional sick leave beyond the teacher's current sick day accumulation for the care of an immediate family member, personal illness or injury and any associated recovery period must apply to the superintendent and union president using the leave donation request form.

2. Upon receipt of the request the union president will notify all teaching staff via email that the named teacher is requesting voluntary contributions. The request will have a notification deadline five work days from the time it is sent. All offers for voluntary contributions will be sent directly to the superintendent and union president.

3. Only the number of sick days needed for recovery will be awarded to the requesting teacher. In the event that more days are voluntarily contributed than are needed, the secretary, or designee, of the HEA will select the teachers by a voluntary lottery until the sufficient number of sick days are awarded.

4. There is no assurance that an employee will receive any or all of the paid leave time requested through this process as this process is a voluntary process and in no way obligates the district, the teachers, or the HEA to provide any additional sick days to any applicant.

F. Paid Personal Leave Days

1. Teachers will be granted three (3) paid personal days each year. Teachers may utilize these leave days to conduct personal business that must be done during school hours.

2. Teachers must request to use personal days by submitting written notice to the building principal at least five (5) days prior to the personal day unless an emergency necessitates the leave. Personal days shall not be requested on the first or last days of the school year. Days granted immediately before or after vacation periods shall be subject to the availability of a substitute teacher and shall not exceed the following:

    - Spitler - 3 people
    - Middle School – 2 people
    - High School - 2 people

    Days will be granted on a first come, first serve basis, no more than a year in advance. Emergencies shall be approved by the building administrator.

3. Teachers who do not use their personal leave days may carry over two (2) days into the next year and may add their third one to their accumulated sick leave days. Personal day accumulation will be capped at five (5) days.

G. Bereavement Paid Leave Days

1. Teachers will be granted up to five (5) paid leave days for each death in the immediate family, consisting of parents and parents of spouse, brothers, brothers-in-law, sisters, sister-in-law, spouse, children, grandparents, grandparents of spouse, and members of the teacher's household. A teacher may request additional days beyond the five (5) days granted for funeral leave, and if approved by the superintendent, such days shall be deducted from the teacher's accumulated sick leave. Days may also be granted in the case of deaths outside the family, depending on the circumstances. Granting of these days shall be at the discretion of the superintendent and if granted they shall be deducted from sick leave.

H. Jury Service

A leave of absence shall be granted to a teacher called for jury service. During the jury service, the Board shall pay the teacher an amount equal to the difference between the teacher's salary and the daily jury duty fee paid by the court (not including travel allowances or reimbursements of expense) which he/she otherwise would have been scheduled to work, provided that the teacher cooperates with the administration in seeking to be excused from such service. A leave of absence with pay may be granted for the time necessary for appearances in any court appearance connected with the teacher's employment or with the school system, but only if the teacher is required by law.

ARTICLE X - UNPAID LEAVES

Leaves of absence without pay and benefits may be granted upon application for the following reasons:

A. Study, research, or special teaching assignment involving probable advantage to the school system, subject to Board approval.

B. To campaign for, or serve in, a public office or an officer of the MEA or NEA. The length of such leave shall correspond with the period of elected service, subject to Board approval.

C. Teachers who have been employees for seven (7) years may be granted a leave for one (1) year without pay for study or travel. A teacher, upon return from such leave, shall be restored to his/her former position or one of like nature and status, subject to Board approval.

D. Association-related leave. At the beginning of every school year, the Association shall be credited with twenty (20) days to be used by teachers who are officers or agents of the Association, such use to be at the discretion of the Association.

E. Childcare Leave. A one (1) year unpaid child care leave may be granted to any teacher upon the birth or adoption of their child provided that they give sixty (60) days notice of their intent to take such leave. Any leave granted under this provision will run concurrently with any leaves for which the employee is eligible under FMLA.

F. A teacher who is unable to teach because of personal illness or disability shall be granted an unpaid leave of absence for the duration of such illness for up to one year. Extensions of leave beyond this period shall be at the discretion of the Board. Any leave granted under this provision will run concurrently with any leaves for which the employee is eligible under FMLA.

G. The Board may grant a leave of absence upon written request for purposes not described above.

H. No credit toward incremental salary adjustments are earned nor granted during unpaid leaves of absence.

I. Some employees may be eligible for other leaves of absence under the Family Medical Leave Act. When an employee is eligible for an FMLA leave and makes proper application, and a leave for the same or overlapping period is available by contract, the leave shall run concurrently.

ARTICLE XI - PROTECTION OF TEACHERS

A. The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. A teacher may temporarily exclude a pupil from his/her class when the grossness of the offense, the persistence of the misbehavior, or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. The pupil shall not return to class until after communication has taken place between the principal and the teacher. Whenever it appears that a particular student requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, the Board will take reasonable steps to provide such services.

B. Any case of assault upon a teacher which had its inception in a school centered problem shall be promptly reported to the Board or its designated representative. The Board shall render assistance to the teacher in connection with handling the incident by law enforcement and judicial authority; provided, however, the Board shall not be obligated to employ legal counsel, pay costs of suit or incur any other type of financial obligations in reference to the prosecution of civil suit instituted by the teacher resulting from the assault; and, further provided, that such alleged assault on the teacher did take place while the teacher was operating within the policies, rules, and regulations of the Board of Education.

C. If any teacher is complained against or sued by reason of disciplinary action taken by the teacher against a student, the Board will provide teachers with legal representation to the extent covered by the District's property/casualty insurance policy.

D. Provided that the teacher was operating within the policies, rules and regulations of the Board, time lost by the teacher for consultation or court appearances in connection with any incidents mentioned in B and C above shall not be charged against the teacher, up to a maximum of 30 days.

ARTICLE XII - SENIORITY

"Seniority" shall be defined as the continuous length of service in the bargaining unit beginning with the first date of work.

A. Work on schedule B positions does not count for seniority purposes.

B. In the event of a tie in seniority, the last four digits of the social security number will be used with the highest number having the greatest seniority.

C. Time spent on leave or on lay off shall not be construed as a break in continuous service and seniority shall continue to accrue.

D. Bargaining unit members who accept a supervisory or executive position within the district shall retain such seniority as was accrued while a member of the bargaining unit should they leave the supervisory or executive position and return to the bargaining unit. This accrued seniority shall be shown on the seniority list.

E. On or before October 1 of each school year the district shall prepare and present to the association and its members a current seniority list of bargaining unit members.

1. Accompanying the name of each teacher on the list shall be the first date of work, each teacher's certification, and in the event two or more teachers share a common first date of work, the seniority ranking as computed in part 2 above.

2. Unless an objection to this list is made in writing to the superintendent within 45 calendar days of publication, it shall be considered correct as published and acceptable to all parties.

F. Attached to this contract as appendix "S" is a seniority list, which is adopted by reference and binding on all parties henceforth all changes and additions to the seniority list will be in accordance with the definition above.

ARTICLE XIII - GRIEVANCE PROCEDURE

A. The Board hereby appoints as its representative for such purpose, the principal of each school building and the Superintendent of Schools when the particular grievance arises in more than one building.

Written grievances must be specific and include the following:

1. Statement of the facts upon which grievance is based, stating the date or dates of the alleged violations.

2. A reference to the articles and sections of this Agreement which have allegedly been violated, misinterpreted or misapplied.

3. A statement of relief sought.

4. The name and signature of the employee submitting the grievance.

B. A "school business day" means a day that the district central office is open.

C. Any teacher, group of teachers or the Association believing that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement relating to wages, hours, terms, or conditions of employment shall follow the process outlined below.

Step 1

Meet within ten (10) school business days of its alleged occurrence with the building principal to discuss the problem in an attempt to resolve it. Providing said party desires the grievance process to continue they proceed to Step 2.

Step 2

If no solution is reached within ten (10) school business days of the discussion, said teacher shall reduce the grievance to writing and file the same. Providing said party desires the grievance process to continue they proceed to Step 3.

Step 3

Within ten (10) school business calendar days of receipt of the grievance, the designated representative of the Board shall meet with the Association in an effort to resolve the grievance. It shall not be mandatory for the teacher to be present at such meeting unless so notified by the representative of the Board. Providing the said party desires the grievance process to continue they proceed to Step 4.

Step 4

If the grievance has not been solved at the building principal's level, the grievance may, within ten (10) school business days, be transferred to the Superintendent who shall have ten (10) school business days to approve or disapprove it. Providing the said party desires the grievance process to continue they proceed to Step 5.

Step 5

If the Association is not satisfied with the disposition of the grievance by the superintendent, or if no disposition has been made within the period provided above, the Association may submit the grievance to arbitration by providing the superintendent with

written notice of its intention within 10 school business days of his/her answer and submitting a demand for arbitration in writing to the American Arbitration Association within thirty (30) school business days of the Superintendent's answer. The Association shall have the sole authority to submit the grievance to the arbitration process. The arbitrator shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceeding. The Board and the Association shall not be permitted to assert in such arbitration proceedings any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. Any monetary awards of the arbitrator shall be limited to the actual losses of wages and fringe benefits subject to this contract claimed by the grievant, and no awards for punitive damages shalt be prescribed. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction. The fees and expenses of the arbitrator shall be shared equally by the parties. In the event the arbitration process is canceled or postponed, the cancellation or postponement fee, if any, shall be paid by the party requesting the cancellation or postponement.

D. The time limit provided in this Article shall be strictly observed but may be extended by written mutual agreement of the parties.

E. All preparation, filing, presentation or consideration of grievances shall be held at times other than when a teacher or a participating Association representative is to be present at their assigned duty stations.

F. Arbitration awards or grievance settlements will not be retroactive beyond the date of the occurrence or non-occurrence of the event upon which the grievance is based. In no event, however, shall the settlement be earlier than the beginning date of the school year in which the grievance was filed.

G. It is understood and agreed that if a teacher elects a hearing under the Michigan Teacher Tenure Act, then any grievance pending under this agreement related to the same subject matter as the Teacher Tenure Act charge, or any part of it, shall be deemed immediately dismissed.

H. Unless expressly agreed to by the parties in writing, an arbitrator is limited to hearing one grievance upon its merits.

ARTICLE XIV - NO STRIKE

The Association and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Association therefore agrees that its officers, representatives and members shall not authorize, instigate,

cause, aid, encourage, ratify, or condone, nor shall any teacher take part in any strike, slowdown or stoppage of work, boycott assigned duties, picketing or other interruption of activities in the Hart Public School System.

ARTICLE XV - NEGOTIATION PROCEDURE

A. Matters of common concern to the parties may be subject to professional negotiations between them from time to time during the period of this Agreement upon request by either party to the other. These negotiations shall only be held at the mutual agreement of both parties.

B. The parties will contact one another to begin scheduling negotiations for a new contract at least 90 days before the current contract expires.

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

D. 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. The mutually negotiated school calendar for the school year(s) covered by this Agreement is set forth in Appendix D of this Agreement.

ARTICLE XVI - MISCELLANEOUS PROVISIONS

A. Teachers shall utilize the substitute teacher request system as required by the District.

B. The Association recognizes that the Board of Education is not responsible for unauthorized purchases made by teachers of the Hart Public Schools.

C. If any provisions of this Agreement or any application of the 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.

D. Days on which students are dismissed prior to the regular dismissal time due to "Acts of God", teachers shall not be required to remain at school beyond the departure of the student buses.

E. Whenever the bargaining unit members within a particular building or buildings shall deem it advantageous to adjust the evening time schedule of the Parent- Teacher Conferences, the building staff shall meet with the administration/principal for the purpose of discussing the possibility of changing the evening time schedule.

ARTICLE XVII - FRINGE BENEFITS

Health Insurance

For coverage years that begin in 2024 and 2025, the district share of payments for medical benefit plan premiums, co-pay reimbursements, deductibles, or payments into health savings accounts, flexible spending accounts, or similar accounts used for health care costs shall be those published by the Michigan Department of Treasury for the corresponding coverage periods. Teachers shall pay for the remaining share of any health insurance premiums.

A. Any teacher who is employed an average of 30 or more hours per week shall be offered health insurance

B. The district shall pay the amount of the deductible at the start of the plan year, depending on family coverage, into a health savings account for each employee who elects health care coverage. HSA contributions shall be made in January for eligible employees.

C. If a teacher becomes eligible for Medicare and elects Medicare in lieu of health insurance coverage, Medicare Part B premiums shall be paid by the Board on behalf of the teacher, spouse and/or dependents as defined by the underwriter.

Cash-in-Lieu

A teacher who is employed an average of 30 or more hours per week and shows adequate documentation that he or she has health care coverage through a spouse's employment may receive $400 per month cash in lieu of health insurance to be allocated in accordance with the Section 125 Cafeteria Plan. Coverage through a health insurance marketplace plan does not meet the requirements to be eligible for cash-in-lieu.

Dental, Vision, Long Term Disability, and Life Insurance

All teachers are eligible to participate in the District's dental, vision, long term disability, and life insurance coverage plan. District shall provide benefits on a pro rata basis for those teachers

working less than full time. Specific plan benefits may change year-to-year upon agreement of both parties.

Switch to the VSP3 Plus P 250 CL vision plan through MESSA starting on January 1, 2025.

Terminations

A. Any teacher who resigns prior to the end of the academic year will have his/her insurance benefits terminated on the first day of the month following resignation.

B. Any teacher who retires prior to the end of the academic year, will have the insurance benefits terminated on the first of the month following the eligibility of insurance coverage through the retirement system.

C. Any teacher who resigns at the end of the academic year will have his/her insurance benefits terminated on the first day of the following September. Said insurance coverage shall be terminated at the beginning of any month prior to September 1st if he/she shall be insured by another employer.

D. In the event a teacher is laid-off, terminated, or dies during the school year, health insurance coverage, Life, Dental, Vision Care and Negotiated Life insurance (excluding all salary protection plans) for the teacher and his/her entire family, shall be continued by the Board until the teacher has received the full pro-rata portion of the twelve (12) month insurance year earned at the time of lay-off, termination, or death.

Continuous Coverage

A. The Board shall make payment of insurance contributions when due for all persons to assure continuance of coverage during the plan year for those eligible for coverage.

B. The Board shall provide without cost to the teacher or to the Association all services necessary, including payroll deduction, to enable the teacher to participate in all of the programs to which he/she may be entitled.

C. In the event any benefit legislation is enacted that would affect the benefits and/or delivery system of those benefits in the agreement, both parties would agree to meet and discuss the impact of such legislation on the benefit package contained in this agreement.

Coverage Levels

Any teacher who is employed less than full time shall be provided the health insurance coverage and term life insurance protection based upon a pro-rata basis.

ARTICLE XVIII - PROFESSIONAL COMPENSATION

A. The regular salaries of teachers covered by this Agreement are set forth in Schedule A, which is attached to and incorporated within this Agreement. Salaries for extra duty services are set forth in Schedule B, which is attached to and incorporated within this Agreement.

B. All teachers under contract shall be paid according to salary Schedule A. Teachers working less than a full school year will receive a pro rata rate of the amount indicated on Schedule A.

C. For salary schedule advancement purposes, all teachers hired on or before the forty-fifth (45th)school day of the school year, shall be granted an additional year of teaching experience at the beginning of each subsequent school year. Teachers employed after the forty-fifth (45th) school day of the school year shall be granted an additional year of teaching experience at the beginning of the second semester of each subsequent school year. New teachers who are hired on or before the first 45 days of the second semester will receive an increment at the end of the first semester of the following year. New teachers who are hired after the first 45 days of the second semester will receive no credit toward increments based on work for the remainder of the school year,

D. Lateral transfers on the salary schedule will be made the pay period after documentation is received in the business office.

E. To qualify for a BA plus 20 column, a teacher must earn 20 credit hours after completing the bachelor's degree. Other qualifying programs may be accepted with approval of the superintendent. To qualify for the MA plus 15 column or the MA plus 35 column, a teacher's credits, or equivalent credits, may be earned before or after the Masters degree as long as they do not count towards the Masters degree itself.

F. Teachers using personal automobiles for field trips or other official school district travel when a school-owned vehicle is not available for the teacher's use, shall receive a mileage allowance allowed by the IRS, as of July 1 of the fiscal year.

G. Initial placement on the salary schedule for newly hired teachers is at the discretion of the district on a case by case basis, up to a level not to exceed the actual years of teaching experience of the teacher, and not to exceed a salary amount of any existing teacher with the same number of years of experience. Placement of an experienced teacher on a step has no bearing on longevity.

H. Longevity compensation is only awarded to those for actual years of teaching in the District. The Board of Education shall pay the following longevity schedule:

- After 15 years: 2% of per teacher's salary
- After 20 years: 4% of per teacher's salary
- After 25 years: 6% of per teacher's salary

I. All teachers are responsible to check their individual contract and their pay stubs to ensure that he/she is being paid the correct amount according to the master agreement. Any claim of error shall be reported to the business office.

J. In the event a teacher agrees to take a regular class during his/her preparation period he/she will be compensated at the teacher's pro-rata rate compared to a regular full time assignment. For example, in a six period day where the normal assignment is five classes, such teachers would be paid one-sixth additional pay. In a four period day where normal assignment is three classes, a teacher would be paid one-fourth additional pay. If a teacher substitutes for another teacher on an hourly basis, the rate of pay is $25.00 per clock hour.

K. Start and ending days for counselors, with a window of five (5) days prior to school and five (5) days after school with the exception of pre-registration, will be paid at the counselor's per diem rate. Days need to be agreed upon by the Principal and Counselor. Compensation beyond these ten (10) days will follow the comp pay language set forth in ARTICLE XVIII - PROFESSIONAL COMPENSATION, Letter N.

L. A bargaining unit member who is paid unemployment compensation benefit during the summer months chargeable to the Employer 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 received 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.

M. The Hart Public Schools and the Hart Education Association agree that for every 6 hour day a teacher attends staff development that meets the criteria of and is paid for by Title II A funds will be compensated at $150 per day stipend.

N. Compensatory Time-Regularly employed teachers shall be compensated at a rate of $25.00 per hour while serving as a substitute or other regularly or irregularly scheduled activity that is of benefit to our students or school system. As an alternative to receiving the hourly pay rate for substituting or other regularly or irregularly scheduled activity that is of benefit to our students or school system, a teacher may elect to accumulate compensatory time. The following guidelines will be followed:

1. Compensatory time will be rounded to the nearest fifteen (15) minutes.

2. Seven (7) hours of compensatory time equals one compensatory day.

3. No more than twenty-one (21) hours of compensatory time can be accumulated at one time. All hours accumulated beyond twenty-one (21) hours will be paid at the compensated rate of $25.00 per hour.

4. Any partial hours at the end of the school year will continue over into the next school year.

5. Granting of these compensatory days shall be based on availability of substitute teachers and on a first-come, first-served basis.

6. Compensatory days shall not be requested immediately before or after vacation periods except in case of emergency.

7. The Central Business Office will do all recording of compensatory time.

O. Sick Leave Days Pay Out. Teachers shall receive compensation in exchange for unused paid sick leave days in accordance with the following:

1. The teacher must retire under the Michigan Public School Employees Retirement System (MPSERS) and provide a written retirement effective date confirmation from MPSERS. The teacher must also provide a written resignation to the superintendent before the dates listed below the amount designated will be paid to the teacher for each unused sick day accumulated:

a. For notice of retirement given before April 1st, the Employer will credit $60 per day of sick days to be paid upon retirement;

b. For notice of retirement given after April 1st but before May 1st, the Employer will credit $50 for each sick day to be paid upon retirement; and,

c. For notice of retirement given after May 1st but before July 1st, the board will credit $40 per sick day to be paid upon retirement.

d. For notice of retirement given on or after July 1st the Board will make no payment for accumulated sick leave.

2. In the event of death of a teacher prior to retirement, the district will pay $50 for day of unused sick leave accumulated to the teacher's designee, if any, or otherwise to his/her estate.

P. 2025-27 Compensation Changes

1. Compensation Changes

A. Both parties agree to a 3% increase to Schedule A for the 2025-26 school year.

B. Both parties agree to a 3% increase to Schedule A for the 2026-27 school year.

2. Retirement Early Notification

A teacher shall receive an early notification payment (below) if they notify the school district of their end-of-year retirement in writing and submit the required documentation to the district HR office on or before the dates below:

1. February 1 -- $1,000

2. March 1 -- $750

3. April 1--$500

If a teacher receives an early notification payment and fails to retire at the end of the school year the district will reclaim the early notification payment from the teacher's paycheck.

ARTICLE XIX - PAYROLL DUES DEDUCTION

A. Members of the Hart Education Association may sign and deliver to the Employer a signed form authorizing the payroll deduction of dues. Said authorization, if received in a hard copy signed form or an electronically signed form provided by the association, shall be accepted and processed by the Employer. The Employer shall process payroll deduction forms received from members within 10 (ten) business days of receipt. Such authorizations shall continue in effect from year to year unless revoked in writing by the member under procedures agreed upon by the Association and Board. Pursuant to such authorization, the employer shall deduct one twenty first (1/21st) of such dues from the regular salary check beginning with the first paycheck in September.

B. Upon receipt of authorized payroll deductions for Association dues, the Employer shall transmit these payments to the Michigan Education Association via provided ACH within 30 days of when the payroll deductions took place. Accompanying the distribution of payments will be a report for all Hart Education Association members who are participating in payroll deductions of dues. The report shall indicate the specific categorial (dues) amounts attributable to each employee with the employees name, employee ID number (if applicable), payroll ID number (if different than employee ID).

C. Payroll deduction will be implemented no later than the first pay of the 2025/26 school year.

Article XX - MENTOR TEACHERS

A. In accordance with P.A. 335 of 1993, Section 1526 for the first three (3) years of employment in classroom teaching, a probationary teacher (mentee) will be assigned one or more master teachers (retired or active) who will act as a mentor or mentors to the teacher. The administration will make assignments as follows:

1. The Hart Board, or its administrative designee, will assign mentor teachers as needed.

2. Hart teachers may apply for a mentor assignment. However, the Board is free to hire any person (Hart teacher or some other person) for the assignment.

3. The administration may request a Hart teacher to accept a mentor assignment and a teacher may decline.

4. If the building principal mentor or mentee find that the mentor/mentee relationship is not satisfactory, it can be severed at the end of the semester or year, by the mentee, mentor or the building principal.

5. Mentor/mentee discussions shall remain confidential. This section in no way excuses a teacher who suspects child abuse from reporting same, or from disclosing any other evidence of violation of law.

6. Training for the role of mentor shall be provided by the Board without cost to the mentor.

7. Hart teachers who serve as a mentor will receive a stipend of $300 per semester ($600 per year) per mentee.

8. In the event the administration appoints a person(s) who is/are not employed as a Hart teacher none of the above must be applied.

ARTICLE XXI - TEMPORARY TEACHERS

A. The Board of Education may employ temporary teachers who shall be members of the HEA bargaining unit.

B. In any job posting, contract of employment, and/or letter of assignment, the position shall be clearly marked as a temporary teaching position.

C. No teacher in the bargaining unit as of June 21, 2000, except those who served as temporary teachers before June 30, 2001, shall become a temporary teacher unless he/she elects to do so on a voluntary basis.

D. Bargaining unit members as of June 21, 2000, except those who served as temporary teachers before June 30, 2001, who accept voluntary-temporary employment shall be compensated according to Schedule A based upon degree and experience. All other temporary teachers shall be compensated at the per diem rate for a new teacher hired at step B.A.0.

E. Temporary teachers are not eligible to participate in the fringe benefit provisions found in Article XVI of the contract.

F. Temporary teaching positions may or may not be posted, depending on how far in advance the administration knows the need for such positions. Persons interested in a temporary teaching position may apply at any time, and will be considered when a position is available.

G. Temporary teachers will earn one day of sick leave for each 18 days worked. Unused days will be carried forward in the event of re-employment. Other leave provisions of the contract shall not be available to temporary teachers,

H. Temporary employees shall be subject to all terms and conditions of the Master Agreement with the exception of those items excluded by this article and provisions of the following articles:

- IX Paid Leaves
- X Unpaid Leaves
- XVII Fringe Benefits
- XVIII Professional Compensation
- XIX Mentor Teachers

I. Temporary Teacher Seniority

A. Temporary teachers do not receive credit on the seniority list and/or provisions set forth elsewhere in the agreement.

B. A temporary teacher seniority list shall be maintained by the district. Temporary teachers will receive one day of seniority credit for each day of actual teaching. A temporary teacher who has not taught as a temporary teacher for two calendar years will lose all seniority credit.

K. Purpose

The purpose of the temporary teacher is to offer teaching assistance during peak enrollment periods and/or to assist in curriculum enrichment for periods of less than one year. Should one or more temporary teacher positions develop to the point that it would be feasible according to scheduling, qualifications, certifications, and availability, the work shall be combined for the purpose of offering the work as a regular teaching position.

ARTICLE XXII - EVALUATION

TEACHER EVALUATION: A classroom teacher will be evaluated pursuant to the (5D(+)) performance evaluation system consistent with Revised School Code Section 1249 and the Teachers' Tenure Act. 20% of the evaluation score shall be based on pre/post subject area tests and any other assessments as determined annually by the grade-level/department level teachers with approval of the administration.

ARTICLE XXIII - INVOLUNTARY TRANSFERS

A. Involuntary transfers may only be implemented for reasonable and just causes such as:
    - Changes in student enrollment within a building or within the district.
    - In order to recall laid-off bargaining unit employees.
    - Program changes.

In cases which necessitate an involuntary transfer of bargaining unit members, it is mutually agreed that the following procedure will be followed:

1. Teacher Certification
2. Interest forms filled by the teacher being considered (via Google form or any other agreed upon electronic form)
3. Collaboration of the Superintendent and the HEA
4. Evaluation rating of the teacher being considered
5. Seniority of the teachers being considered

All bargaining unit members whose assignments will be changed due to an involuntary transfer for the coming school year shall be given written notice of their assignments no later than the last day of the school year. In situations that require emergency responses, the HEA and the Superintendent mutually agree to meet and adjust that timeframe.

ARTICLE XXIV - INSURANCE OPENER

Both parties agree that the Collective Bargaining Agreement will be opened in the fall of 2025 for the purpose of choosing or altering the health care plan. Any insurance changes must be completed by the open enrollment dates. Both parties also agree that the CBA will be opened in

the fall of 2025 for the purpose of deciding a percentage raise to Schedule A. All other provisions in the CBA will not be open to any alterations and/or changes unless mutually agreed by both parties.

ARTICLE XXV - DURATION OF AGREEMENT

This Agreement shall become effective on September 1, 2025 pending ratification by both parties and shall remain in effect through August 30, 2027.

HART EDUCATION ASSOCIATION

By: _____
President

By: 8-27-25
Date

HART PUBLIC SCHOOLS BOARD OF EDUCATION

By: _____
President

By: 8/27/25
Date

HART PUBLIC SCHOOL
TEACHER SALARY SCHEDULE
Schedule A
2025-2026

Base Pay
$ 44,672

Step	BA	BA + 20	BA + 35 or MA	MA + 16	MA + 35 or 2 MA
1	44,672	46,190	48,142	49,660	50,217
2	46,842	48,359	50,312	51,830	52,388
3	49,010	50,746	52,915	54,649	56,384
4	51,180	52,915	55,083	57,251	59,421
5	53,350	55,083	57,251	59,853	62,024
6	55,518	57,251	59,421	62,023	64,191
7	57,687	59,421	61,588	64,191	66,360
8	59,853	61,588	63,758	66,360	68,528
9	62,023	63,758	65,926	68,528	70,698
10	63,758	65,711	68,094	70,698	72,865
11	65,492	67,663	70,263	72,866	75,034
12	71,938	74,396	79,087	82,216	85,344
Longevity 15 yrs	73,378	75,884	80,669	83,860	87,048
Longevity 20 yrs	74,817	77,371	82,253	85,505	88,757
Longevity 25 yrs	76,256	78,860	83,833	87,148	90,464

SCHEDULE B - EXTRA CURRICULAR COMPENSATION

The salary is computed by multiplying the percentage listed for each activity times the step on the BA Salary Schedule corresponding to years of experience in that particular activity giving one full step credit for each two (2) years of experience, to a maximum of eleven (11) full years or to Step 6 on the BA Schedule.

It is agreed that all Schedule B positions will be paid through a third-party vendor except for the following. Any bargaining unit member who is at 23 or more years of service, or above the age of 55, may choose to be paid through the school district.

- Current positions: Freeze all schedule B position salaries at current level.
- When current positions reach that point on Schedule B where they would benefit, they would then be moved to a new schedule.
- Subordinate experience would apply.
- New Schedule B - for newly hired coaches
    - 1-2 years in sport/activity = percentage applied to Base BA 1
    - 3-4 years in sport/activity = percentage applied to Base BA 2
    - 5-6 years in sport/activity = percentage applied to Base BA 3
    - 7-8 years in sport/activity=percentage applied to Base BA 4
    - 9-10 years in sport/activity =percentage applied to Base BA 5
    - 11 or more years in sport/activity-percentage applied to Base BA 6
- Position Bonuses:
    - 15-18 years $200 Bonus
    - 19-23 years $400 Bonus
    - 24 years and up $600 Bonus

<u>New percentage for the following sports or activities</u>

13% Head Varsity Football Coach
Head Varsity Basketball Coach

12% Head Varsity Volleyball Coach
Head Varsity Wrestling Coach

11% Middle School Event Coordinator

10% Head Varsity Baseball Coach
Head Varsity Softball Coach

Head Varsity Track Coach
Head Varsity Soccer Coach
Head Varsity Cross Country Coach
Senior Band Director
High School Drama Coach Director
Competitive Cheerleader Coach
Varsity Golf Coach

8% Assistant Football Coach
Assistant Basketball Coach
High School Yearbook Advisor
Assistant Wrestling Coach
Assistant Volleyball Coach

7% High School Assistant Track Coach
High School Assistant Baseball Coach
High School Assistant Softball Coach
High School Assistant Soccer Coach

6% Head Middle School Football Coach
Head Middle School Basketball Coach
Head Middle School Volleyball Coach
Head Middle School Wrestling Coach
Middle School Track Coach
Middle School Drama Advisor
Cheerleading Advisory (Fall/Winter)

5% J.V. Cheerleading Coach
J.V. Cheerleading Advisor (Fall/Winter)
Middle School Drama Advisor
Middle School Cross Country Coach

4% Middle School Cheerleading Advisory (All squads/Full Year)

3% High School Language Arts Team Advisor
National Honor Society Advisor
High School Student Council Advisor
Middle School Student Council Advisor
Quiz Bowl Team Advisor
Middle School Yearbook Advisor

2% Ski Club Advisor
Prom Advisor
Math Counts Advisor
Middle School Band Director