

AGREEMENT

between

**HEMLOCK PUBLIC SCHOOLS
BOARD OF EDUCATION**

and

HEMLOCK FEDERATION OF TEACHERS

2020-2025

TABLE OF CONTENTS

Article	I	Recognition	3
	II	Financial Responsibility	4
	III	Grievance Procedure	5
	IV	Board Rights & Responsibilities	8
	V	Federation Rights & Responsibilities	10
	VI	Teacher Rights & Responsibilities	11
	VII	Disciplinary Support & Protection of Teachers	12
	VIII	Seniority	13
	IX	Paid and Unpaid Leaves	15
	X	Assignment & Transfer	17
	XI	Teaching Conditions	18
	XII	Substitute Services for Teachers	21
	XIII	No Strike Clause	22
	XIV	Retirement	23
	XV	Professional Compensation	24
	XVI	Insurance Benefits	26
	XVII	Salary Provisions	28
	XVIII	Termination	31

Appendix A Salary Schedule	A-1
Appendix B Special Assignments–Athletics	B-1, 2
Appendix C Special Assignments–Other	C-1
Appendix D Dental & Vision Schedule	D-1, 2
Appendix E Grievance Form	E-1

A G R E E M E N T

ARTICLE I R E C O G N I T I O N

A. The Board hereby recognizes the Hemlock Federation of Teachers, Local #3509, AFT, MFT, AFL-CIO, as the sole and exclusive bargaining representative, as defined in Section II of Act 379 of the Public Acts of 1965, as certified in Case No. R75 C-135.

All classroom teachers, including probationary teachers.

B. The term teacher when used hereinafter in this Agreement shall refer to all employees represented by the Federation in the bargaining unit as defined above, and references to male teachers shall include female teachers.

C. Nothing contained herein shall be construed to prevent, deny or restrict to any teacher, rights he may have under the Michigan General School Laws or applicable civil laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

D. The Board agrees that neither they nor their agents shall attempt to initiate any exceptions to this Agreement, except through the Federation.

E. This Agreement preempts any policies of the Board, which are in conflict with its written provisions.

F. If any provision of this Agreement shall at any time be held contrary to law by a court of competent jurisdiction in the State of Michigan or of the United States, whichever is applicable, or from whose judgment no appeal has been taken within the time provided for doing so, and in the event such provisions shall not be valid and subsisting except to the extent such provisions are permitted by law; all other provisions of this Agreement shall continue in full force and effect.

G. In the event this Agreement, or any part of this Agreement, is found contrary to law under the conditions described above, the parties shall meet to renegotiate the items in questions immediately.

H. The entire agreement or specific provisions of the agreement may be rejected, modified, or terminated by an emergency manager under conditions provided in the Local Government and School Fiscal Accountability Act, 2011 PA 4.

ARTICLE II
FINANCIAL RESPONSIBILITY

A. It is recognized that because of religious convictions or otherwise, some teachers may object to joining any organization engaged in collective bargaining. It is also recognized that the proper negotiation and implementation of collective bargaining agreements entail expense to the Federation.

ARTICLE III GRIEVANCE PROCEDURE

A. Definition: Any claim by a teacher of the Federation there has been a violation, misinterpretation, or inequitable application of the specific terms or provisions of this Agreement, shall be a grievance and shall be resolved through the procedure set forth herein. Any complaint subject to the procedures of the Teacher Tenure Act shall not be the basis of any grievances filed under the procedure outlined in this Article as per P.A. 103, Sec 15 (3)(M). The Board shall not engage in any action concerning any member of the bargaining unit that is applied in an arbitrary and capricious manner.

B. Procedure for Handling:

1. The teacher who feels that he has a grievance should first take the matter up with the principal of the school, who will attempt to resolve it with him.

2. If this fails to resolve the grievance, the teacher shall reduce the grievance to writing [within ten (10) working days following the act or condition which is the basis of the grievance] specifying the section of the contract he alleges is violated, the events that caused the alleged violation, and the remedy he seeks as per the Grievance Form in Appendix I. All pertinent information shall be reduced to written form with all discoverable information by the teacher or HFT at this level and no additional information shall be presented at the next levels in the process. Failure to do so, will result in immediate withdraw and forfeiture of bringing forth a similar claim again, for a duration not less than one calendar year.

3. Within five (5) working days of receipt of the written grievance, the principal shall arrange a conference with the view of satisfactorily resolving the grievance. At the time of conference, the teacher may appear personally or he may be represented by the Federation representative or both. Such conference shall be scheduled at a time when there is no disruption of normal school routine and duties of the teachers.

4. Within five (5) working days after such conference, or longer if mutually agreed to, the principal shall answer such grievance in writing.

5. If the grievance is not appealed from the written answer within five (5) working days after receipt of such answer, the principal's decision will be final.

6. If the Federation does not accept the principal's written answer, the grievance may

be appealed to the Superintendent of schools by sending such notice in writing to him within five (5) working days from the date of the principal's written decision.

7. Within ten (10) working days of receipt of the written appeal, the superintendent or his designated representative will arrange for a conference to satisfactorily resolve the grievance. Such conference shall be scheduled at a time when there is no disruption of normal school routine and duties of the teachers.
8. Within ten (10) working days after the conference, or longer if mutually agreed to, the superintendent or his designated representative shall answer such grievance in writing.
9. Such answer shall be final and binding unless appealed to the next step within ten (10) calendar days from the date of the superintendent's written decision.
10. If the Federation does not accept the superintendent's written answer, the grievance may be appealed to a committee representing the school board by sending such notice in writing within five (5) working days from the date of the superintendent's written decision.
11. Within ten (10) working days of receipt of the written appeal, the board will communicate through the Superintendent with the federation if a conference will be held. The board will hold a conference for one (1) appeal during any given school year and will consider a conference for three (3) others during the same school year. All attempts will be made to schedule at a time when there is no disruption of normal school routine and duties of the teacher.
12. Within ten (10) working days after the conference, or longer if mutually agreed to, the board committee shall answer the grievance in writing.
13. Such answers from the board, whether a conference was held or not, shall be final unless appealed to the next step within thirty (30) calendar days from the date of the board committee's written decision.
14. If the grievance is not settled at the preceding step, it may be submitted to binding arbitration at the election of either party. The matters to be arbitrated shall be submitted to a board of three arbitrators as follows:
 - a. Within the thirty (30) days referred to above (Step 13), the party choosing to arbitrate must give written notice to the other party, setting forth specifically the nature of the dispute to be arbitrated and designating one

- (1) arbitrator selected by it.
 - b. Within five (5) working days from the receipt of such notice, the other party shall notify the first party its statement of the matter to be arbitrated.
 - c. The parties may waive the three-member panel by mutual agreement.
 - d. Within five (5) days after the selection of the second arbitrator, the two (2) arbitrators shall select a third. If they are unable to agree on a third arbitrator within five (5) days, the American Arbitration Association will be asked to submit a panel in accordance with their rules.
15. The fees and expenses of the third impartial arbitrator, cost of transcript (if one is requested by the Board of Arbitration), and cost of the hearing room shall be borne equally by both parties. All other expenses incurred shall be paid by the party incurring them.
16. The Agreement constitutes a contract between the parties, which shall be interpreted and applied by the parties and by the Board of Arbitration in the same manner as other collective bargaining agreements. The function and purpose of the Board of Arbitration is to determine disputed interpretations of terms actually found in the Agreement, or to determine disputed facts upon which the application of the Agreement depends. The Board of Arbitration shall, therefore, not have authority, nor shall it consider its function to include the decision of any issue not submitted or to so interpret or apply the Agreement as to change what can fairly be said to have been the intent of the parties as determined by generally accepted rules of contract construction. The Board of Arbitration shall not give any decision, which in practical or actual effect modifies, revises, detracts from or adds to any of the terms or provisions of this Agreement. Past practice of the parties in interpreting or applying terms of the Agreement can be relevant evidence but may not be used so as to justify or result in what is in effect a modification (whether by addition or detraction) of written terms of this Agreement. The Board of Arbitration has no obligation or function to render a decision merely because in its opinion such a decision is fair or equitable or because in its opinion it is unfair or inequitable.
17. Unless expressly agreed to by the parties, in writing, the Board of Arbitrators is limited to hearing one issue or grievance upon its merits at anyone hearing. Separate Boards of Arbitration shall be constituted for each grievance appealed to binding arbitration.

ARTICLE IV
BOARD RIGHTS & RESPONSIBILITIES

A. The Federation recognizes that the Board hereby retains and reserves all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Michigan and of the United States.

B. The Federation further recognizes that the exercise by the Board of the foregoing rights, power, authority, duties and responsibilities shall be limited by the provisions of this agreement and this only to the extent permitted by the law and Constitution of the State of Michigan and the United States.

C. The parties agree that this contract incorporates their full and complete understanding and that any prior oral agreements or practices will not be recognized in the future unless committed to writing and signed by the parties as supplement to this agreement.

D. As a duly elected body exercising governmental power under the laws of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of rights conferred by Act 379; that it will not directly discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment because of his membership in the Federation, or collective professional obligations with the Board, his participation in any activity of the Federation, not in conflict with this Agreement, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

E. The Board agrees to furnish the Federation, upon request, information concerning the financial resources of the district, including, but not limited, to annual financial budgets or reports, register of bargaining unit personnel, county allocation budgets, agenda and minutes of all Board meetings (but not executive sessions, except to the extent they pertain to programs, grievances, negotiations or discussions in which the Federation is involved), membership data, names and addresses of all teachers, salaries paid thereto and educational background, and such other information that is necessary for negotiations and the representation and processing of grievances. Such information shall be transmitted to the Federation within a reasonable time or the Federation shall be notified if such information is not available.

F. The Board and Federation agree that special attention and supportive help and guidance in classroom techniques shall be provided all new teachers. All available resources including principal, assistant principal, administrative assistants, as well as the experienced and diverse abilities of all teachers should be utilized to help orient the new teacher.

G. The Board agrees that it shall be a violation of this Agreement for the Board and Federation to limit, segregate, or classify any employee which in any way deprives, or tends to deprive any teacher of employment opportunities or otherwise adversely affects their status as an employee because of such individual's race, color, religion, sex, age, marital status or national origin. This is not intended to prevent the Board from establishing a reasonable and equitable retirement policy for its employees.

ARTICLE V
FEDERATION RIGHTS & RESPONSIBILITIES

A. The Federation shall be allotted the maximum of one (1) hour on the first teacher workday of the normal school year when students are not in attendance for the purpose of discussing topics of mutual interest to the Federation. This time shall be scheduled mutually between the HFT President and the Superintendent and will not deduct from district professional development time.

B. The Federation shall have right to use the school facilities and equipment. Federation use of school facilities and equipment will be permitted provided that:

1. Request is made and use arranged for in advance.
2. The use is strictly to service the legitimate purpose of the Federation, such as duplication of records, notices, correspondence.
3. The purpose is for the internal business of the Federation and is not for public distribution.

C. The Federation shall have the exclusive right over any other teacher organization to post notices of its activities and matters of Federation concern on Federation bulletin boards, one of which shall be provided in each school building.

D. The Federation shall have the exclusive right over any other teacher organization to use interschool mail service and teacher mailboxes for communications to its members provided distribution of Federation mail does not require the Board of Education to expend additional money or allocate additional personnel time to perform such service.

**ARTICLE VI
TEACHER RIGHTS & RESPONSIBILITIES**

- A. Building access shall be provided to each teacher for their professional responsibilities and shall not be shared with others.
- B. Teachers will participate in the selection of books and resources via the district's curriculum council or building level committees and utilize materials as provided by the district.
- C. Teachers shall have the right to review their personnel files as provided by the law, after initial employment and to have a representative of the Federation accompany them in such review.
- D. Teachers will collaborate with their building principals and confer with parents during school hours for regular scheduled Parent-Teacher Conferences, in the event of scheduling issues/challenges teachers will work with their building principal for resolution.
- E. The personal lives of teachers are not within the appropriate concern of the Board nor are the religious or political activities of any teacher, or the lack thereof, grounds for discrimination; unless such activities prove to adversely affect the teachers' efficiency or classroom performance.
- F. Records of unsatisfactory performance or otherwise must be specific in content, signed by the contributor, and brought to the attention of the employee by written copy in a timely manner.
- G. A teacher shall have the right to recommend the removal of change of material from their personnel file that is grammatically incorrect or contains a clerical error. Provided cause is shown, the materials will be corrected.
- H. Every consideration will be made for teachers who are given unusual responsibilities or difficult situations in which to teach. Including the following situations:
- Large number of learning and/or behavior problems.
 - Limited classroom space.
 - High student numbers.
 - Inequitable levels of technology.
 - Insufficient classroom supplies including textbooks and ancillary materials.

ARTICLE VII
DISCIPLINARY SUPPORT & PROTECTION OF TEACHERS

A. The Board of Education recognizes its responsibilities to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. The Board further recognizes that the teacher may not fairly be expected to assume the ongoing responsibility for emotionally disturbed students, or to be charged with the responsibility of psychotherapy. Whenever it appears that a particular pupil will require the attention of special counselors, social workers, law enforcement personnel, physician or other professional persons, the Board will take prompt action to assist the teacher with respect to such pupils.

B. Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board will provide teachers with legal representation to the extent covered by the District's property/casualty insurance policy.

C. Teacher's shall comply with the current law and expectations regarding seclusion and restraint.

D. If a grade is changed by a building principal, with the authority provided by school code, a teacher shall be held harmless against any liability associated with the grade change.

E. Initial application of sound classroom management regarding behavior problems rests with the classroom teacher. The Board and the Federation agree that the adjustment of behavioral problems is the joint responsibility of teachers and administrators. Teachers shall have the immediate support of administration who shall give the teacher effective and consistent support in each case, in accordance with the written disciplinary policy.

F. The Board and the Federation agree that special attention and supportive help and guidance in classroom techniques shall be provided all teachers.

**ARTICLE VIII
SENIORITY PERSONNEL**

A. Seniority is defined as the length of service within the school district as of the teacher's first working day. In the circumstance of more than one individual beginning employment on the same date, all individuals so affected will participate in a drawing to determine position on the seniority list. The drawing will be conducted openly and at a place and time which will allow all affected teachers to attend. Seniority will only be used as a tie-breaker if all other credentials are equal.

B. It is agreed between the Hemlock Federation of Teachers and the Hemlock Board of Education that in order to determine seniority for employees the following conditions will be applied:

1. Credit on the seniority list will be given for only those years of active employment in the Hemlock Public School District.
2. The seniority list would be arranged according to the total time of active employment accumulated by bargaining unit members.
3. Half days are considered as half years of employment (based on social security and retirement).
4. Teachers on lay off would not receive credit for a year of active employment (exception: four teachers reinstated through arbitration 1977-78).
5. Internship is not considered active employment for the Hemlock Public School District.
6. Employees that had a leave of absence at any time during their employment would not receive seniority credit for the length of time on leave except for an approved sick leave not to exceed one (1) year.
7. A leave of absence is defined as one approved by the Board of Education.

C. If, for any reason, the Board anticipates a reduction in staff for the following year, it may

confer with the Federation to discuss the implications of said reduction.

D. Teachers laid off will be notified of their rights to insurance continuation under applicable COBRA law, the teacher will be notified by the COBRA Administrator within 30 days.

**ARTICLE IX
PAID AND UNPAID LEAVES**

A. **SICK LEAVE** is a form of insurance and not a form of compensation and any violation of the sick leave policy will result in a hearing before a committee of two (2) representatives of the board of education, one (1) representatives of the federation, and the direct supervisor/principal with the school superintendent overseeing the proceedings.

1. Teachers shall be entitled to twelve (12) sick-leave days each school year as of the first official day of said school year, when they report for duty. A teacher may accumulate up to 50 days in their sick-leave bank after which they will have 5 sick days annually that are non-accruing. Once a teacher has a full bank, they will receive \$100 per day for any unused non-accruing days for a max of 7 days (5 sick and 2 personal).
2. Upon resignation or other separation all sick leave is forfeited.
3. Reasons allowable for sick leave:
 - a. Personal illness or for scheduled healthcare appointments that could not be made outside the regularly scheduled workday, this will include a minor child, spouse, parent or grandparent.
 - b. Up to five days immediately following the death in the immediate family (mother, father, husband, wife, child, sister, brother, grandparents and the like in "step: and "in" as applicable as approved by the superintendent. In the event, that a memorial is scheduled to take place at a later date, the request to utilize these days shall be within 10 days following the death and be accompanied by the obituary.
 - c. Up to one day immediately following the death of an aunt, uncle, niece, nephew, sister or brother-in-law.
 - d. Physicians note may be requested for any use of sick leave, beyond 2 consecutive days, unless there is reasonable concern of abuse.
 - e. Worker's compensations, an individual who is injured and drawing Worker's Compensation shall have his sick leave deduction prorated, not to exceed his/her daily rate of pay.

B. **PERSONAL LEAVE**, each teacher shall be entitled each year during his regular employment period to be absent without loss of pay or other benefits from scheduled work for two (2) days in increments of full or half days only that shall not be used in conjunction with sick leave or to extend scheduled breaks. A teacher planning to use a personal leave day shall notify his building principal in writing four (4) days in advance. Teachers shall not be asked to explain the reason for any request for a personal leave day. Any unused personal days shall be credited to the accumulated days of sick leave for the following years or once a teacher has a full bank, they will receive \$100 per day pay for any unused personal days annually.

C. **ADDITIONAL LEAVE**, if a teacher has exhausted their sick bank and personal days and remains in need of additional leave they may request to borrow up to 10 days of leave that will be paid back within the next two school years as determined by the Superintendent.

D. **EXTENDED LEAVE**,

1. Leaves of absence may be authorized by the Board of Education upon the recommendation of the Superintendent.
2. No leave of absence shall be granted for a period longer than one (1) year except by specific action of the Board of Education.
3. Written application for such leave shall be made by the faculty person, addressed to the superintendent of schools, who shall upon receipt of same, make such investigation as may be necessary to determine to the best of his ability if the granting of such leave would serve not only the interests of the faculty person, but also of the school district.
4. Such leave of absence shall be without compensation from this school district, except as may be determined otherwise by the Board of Education.
5. Leave of absence may be denied or abrogated by the Board of Education upon evidence of violation of the Agreement.
6. It is agreed that an individual returning from a leave of one year or less shall be guaranteed a position in the Hemlock Public School District, provided they have the necessary seniority. Application to return from a leave of absence shall be filed with the Superintendent of Schools no later than March 15 preceding the September in which he wishes to return, or not later than November 1 if he wishes to return at the beginning of the second semester of any school year.
7. Types of leaves considered will be health and hardship, professional study, travel, and military leave.

E. **OTHER ABSENCES**

1. Jury Duty, faculty personnel shall be allowed to be absent when called for jury duty. Such absences shall be allowed without loss of pay except that any compensation for such jury duty shall be deducted from his regular salary payment.
2. Subpoena, faculty personnel shall not be charged for any absence when subpoenaed to appear in court as a result of the teacher performing their assigned duties.

ARTICLE X
ASSIGNMENT & TRANSFER

A. Teachers shall teach within the scope of their teaching certificates, such as their major and minor as provided by the Michigan Department of Education, except for emergencies. In the event of such emergencies, the Federation will be notified by the administration.

B. All teachers will be given reasonable assurance of employment during extended breaks in schedule.

C. When an instructional vacancy is identified, by the first of June the district will post utilizing the district's current protocols and procedures. All vacancy teaching positions, will be on the board agenda for review and/or approval.

**ARTICLE XI
TEACHING CONDITIONS**

- A. Teachers' day shall conclude only after students leave their rooms.
- B. Any teacher shall make arrangements with his immediate supervisor to leave early during the school day.
- C. Each teacher shall be required to participate in staff meetings which will be limited to twenty (20) per school year (starting fall 2017) except in case of emergency and excluding pre-school conferences. In no case shall a meeting last longer than one and one-half hours. Each teacher recognizes attendance as an obligation of his employment and shall attend unless excused by the building principal. These meetings will be focused on housekeeping (minimal), school improvement, building/district school committees, curriculum, teaching and learning, achievement data, and may be department/team/grade level led under the direction of the building principal. If there are pre-existing conflicts with other school events the building principal may provide individual meeting(s) to ensure adequate communication and team effort.
- D. Teachers teaching in more than one building shall be required to attend meetings scheduled in the building in which the majority of their teaching time is spent, unless otherwise directed by that building principal. In no case shall that teacher be required to attend more than the specified number of meetings.
- E. Absence of up to a half day (until 12:00 noon for secondary teachers and before the start of the afternoon session for elementary teachers) caused by accidents, weather conditions or other acts of God, making transportation extremely hazardous in the opinion of the Board, will be excused and not treated as deduction from his sick leave credits or pay, provided the teacher has notified his building principal as soon as possible.
- F. On "Act of God" days teachers will be responsible to complete duties as assigned by their building principal. If days are required to be made up by the State of Michigan teachers will receive no additional compensation.
- G. In the event of a delayed start day for students, all teachers will report at the delayed start time as well.
- H. When special area teachers in music and physical education are instructing a class in grades Y-5/K-6, that class's regular teacher shall be free from duty as a preparation period, provided it is a single class. When there is more than one class being instructed at any one time, the affected teachers will develop a rotation schedule to assist with the supervision of the classes unless waived by the building principal.

I. The instructional organization of the school will be determined by the building principal in consultation with the staff.

J. The Board shall provide a copy of the Agreement between the Hemlock Federation of Teachers and the Hemlock Public Schools for each teacher after the contract has been ratified and signed by both parties.

K. The Board agrees to develop in each building a specific procedure to be implemented during the absence of a building principal to ensure the continued operation of the school. The building principal shall review this procedure with staff at the beginning of the school year.

L. The Board agrees to develop in each building a specific policy for the ordering of supplies and equipment in consultation with its staff. Consideration will be given to the following areas:

1. Deadline for submission of requests.
2. Verification of order.
3. Notification of availability or non-availability of ordered items.
4. Requests of materials in order of priority.
5. See memorandum of understanding.

The parties agree that only the failure to implement such a procedure will be grievable.

M. Y-5/K-5 teachers shall receive regular daily preparation time in blocks of no less than 30 minutes which when added to other blocks of time will add up to a minimum weekly average of 45 minutes per teacher per day. Recess time in grades K-5 shall be twenty (20) minute block of time to be scheduled between the teacher and the principal.

N. Each day, preparation periods in grades 6-12 will be equivalent to an uninterrupted period of time equivalent to one (1) class period.

O. Teachers in all buildings shall be guaranteed a thirty (30) minute duty free lunch period each day.

P. Teachers shall not be required to exceed seven (7) hours and eleven (11) minutes per day in a continuous block of time effective with the beginning of the 2006-2007 school year. Twenty (20) minutes of this time will be any combination of time spent before and/or after the student

school day as agreed to between the teacher and administrator.

Q. Every effort will be made to schedule IEP's during the regular school day.

R. The official school calendar will state the number of teacher workdays and is a decision of the Board. The school calendar will consist of no more than 185 teacher workdays. If student days should increase from the current requirement than the 185 teacher workdays will also increase in corresponding days.

It is the professional responsibility of teachers to:

- Have their classrooms/area and planning ready for the first day of school for students no later than the first professional development day prior to the start of school for students.
- Attend open houses, parent teacher conferences, and other events as expected by the building principal in previous years.
- Manage the administrative process with grading and other duties with the changing of semesters.
- Complete and coordinate end of year duties and check out process with the building principal.

S. Preparation periods will be applied in the following manner for the duration of the contract. Teachers may be required to work during their prep period for 1/7th of their daily rate with management right to assign based on the following criteria: Assignment will be based upon certification, qualification, and active teaching assignment along with scheduled availability. Volunteers meeting above criteria will be considered first, with seniority being the deciding factor in both volunteer and assigned situations.

ARTICLE XII
SUBSTITUTE SERVICE FOR TEACHERS

- A. The district will maintain a list of substitute teachers to be utilized by the administration when a teacher is absent from his assignment.(WILL SUB)

- B. Substitutes will be provided for absent special area teachers if available (music, band, physical education, shop, etc.).

- C. Normally, regular/special education teaching staff will not be utilized as substitutes. Teaching staff are not required to substitute on their prep time nor are they required to take someone else's class into theirs, thus doubling up. Substituting for another staff member should be voluntary and the teacher subbing will be compensated at the daily hourly rate of a substitute teacher.

ARTICLE XIII
NO STRIKE CLAUSE

The Federation and the Board recognize that strikes and other forms of work stoppages by teachers are contrary to law and public policy. The Federation and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Federation 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, slow-down or stoppage of work, boycott, picketing or similar interruption of activities in the school system. Failure or refusal on the part of any teacher to comply with any provision of this Article shall be cause for whatever disciplinary action is deemed necessary by the Board.

**ARTICLE XIV
RETIREMENT**

A. An annual early notification incentive for those eligible for full retirement. The incentive will require resignation notification for the following school year no later than the Monday prior to Christmas break. This shall be capped at 4 teachers and will be awarded based on seniority, any additional teachers may be considered by the Board of Education at their January meeting. The Board agrees to *compensate based on the schedule below for each sick leave day in a teacher's bank, with payment no later than the last pay of July.

*based on 50/5

Schedule: December 2019 - \$250 per day, December 2020 -\$240, December 2021- \$230, December 2022 - \$220, December 2023 - \$210.

**ARTICLE XV
PROFESSIONAL COMPENSATION**

- A. Annual salaries shall be computed according to Appendix A, B, & C.
- B. Wages shall be paid bi-weekly and at the time of payment the Board shall not be in arrears.
- C. Teachers required to drive personal automobiles in the course of their employment shall be reimbursed at a rate equal to that received by public employees of the State of Michigan. Should the State of Michigan increase the rate of reimbursement during the course of the contract year, such increases would immediately be effective in all reimbursements made to teachers. School owned vehicles should be used when possible.
- D. A teacher who is engaged during the school day in negotiating procedures in behalf of the Federation with any representative of the Board or who participates in any professional grievance procedures which are scheduled by the Board of administration shall be released from regular duties without any pay loss or penalties.
- E. A teacher, upon request, may be released from his regular duties without loss of pay to participate in workshops, programs, or conferences oriented solely to improving professional competency. Such time is subject, however, to the discretion of each principal as to scheduling feasibility. All teachers will make requests to attend these meetings on forms provided by the administration.
- F. Payroll Procedures as Follows:
 - 1. Payroll checks will be issued bi-weekly on Fridays with a maximum of twenty-six (26) paydayes per contract year to all teachers except as elsewhere provided. The Board further agrees to provide 27 pay periods to all its teachers during the years that 26 pays does not provide for a paycheck every 2 weeks. This situation occurs about once every 7 years.
 - 2. Upon written application filed no later than September 15, any teacher may request that full payment of salary be made during the last pay period in June.
 - 3. Upon written application filed no later than April 1 (no exceptions), any teacher may request that full payment of salary be made during the last pay period in June if sufficient funds are available. Final approval for payment will remain with the superintendent.
 - 4. Upon request by a teacher prior to the first payroll, a teacher may elect to have

his pay issued over the actual months of active employment.

5. Any teacher who is terminating his service pay prior to the end of his contractual period, upon written application filed no later than ten (10) days prior to his termination date, may request total payment of his salary due. Such payment shall be made on the first regular pay date following the termination date.
6. All teachers who are hired for less than full time shall receive all salary and other benefits on a prorated basis.

**ARTICLE XVI
INSURANCE BENEFITS**

- A. The district will provide health, vision, and dental through the duration of this contract with similar coverage from year to year with cost saving measures recommended by the district's health insurance committee and approved by the Board of Education to ensure fiscal responsibility. The employee will contribute twenty percent of total cost of health.
- B. The Board agrees to pay for the Smoking Cessation Patch.
- C. The Board agrees to provide a Dental Care Insurance plan as detailed in the included grid.
- D. The Board further agrees to provide Basic Term Life Insurance in the amount of \$30,000, Basic Term AD&D in the amount of \$30,000, Seat Belt/Airbag benefit in the amount of \$5,000, to all teachers, without cost or limitation.
- E. The Board further agrees to provide, without cost or limitation, to all teachers a long-term disability program with benefits payable to full retirement according to the ADEA rules and regulations. Benefits shall commence after the expiration of the forty (40) scheduled work days waiting period, and are payable for each regularly scheduled work day on which the insured is disabled during a period of continuous disability and prior to the expiration of the contract year. Accrued sick days in excess of forty (40) days shall remain in the employee's sick bank. The amount of benefit payable for each day of disability is 70% during the first school contract year. If an employee is disabled beyond the end of the school or contract year, then the program will provide continued insurance benefit payments on a long term disability basis. Insurance coverage following the end of the school or contract year is at the LTD rate specified of the employee's monthly earnings to a maximum benefit of \$3,000 per month.
- F. A Group Vision Care Insurance Plan shall be offered to all employees and their families as detailed in the included grids.
- G. The Board further agrees to make payment of all insurance benefit premiums described above for all persons who complete their contractual obligation in order to assure insurance coverage over the months of June, July and August, even though the teacher may not be returning the next school year.
- H. The Board agrees to provide, without limitation, teachers' dependent coverage for the

19-26 year age group provided they meet the requirements of the carrier. This applies to all participants in the health, dental and vision programs.

- I. The parties agree to abide by underwriting rules and regulations established by the insuring carriers noted above.
- J. The Board agrees to pay each full time staff member that chooses not to take the school insurance plan a stipend in the form of an annuity or IRA, as chosen by the staff member. The staff member must have full proof of insurance from their spouse's provider in order to qualify for the stipend of \$2,000 per contract year. The stipend will be paid at the conclusion of each contract year. If the staff member wishes to have a cash payment in lieu of an annuity or IRA the amount of \$1,520 would be paid at the conclusion of each contract year.
- K. Any savings from the budgeted amount will be added to the general fund.
- L. If, during the term of this Agreement for employees offered health insurance under this Agreement, it is demonstrated that the employee premium contribution for single-only coverage under the least expensive plan offered to an employee is deemed unaffordable (as this term is defined under 26 USC 36b and applicable IRS regulations), the parties agree that they shall bargain and agree to an additional plan offering for said employee that is determined affordable. It is understood by the parties that any plan offered must provide at least minimum actuarial value as defined under 26 USC 36b and applicable IRS regulations.

ARTICLE XVII
SALARY PROVISIONS

A. Salary Placement

1. BA Schedule: Bachelor's category on the salary schedule shall be defined as a Bachelor's degree from an accredited college or university and being eligible for or possessing a valid Michigan teaching certificate.
2. BA & Permanent + 5/Continuing/PERM+5/PROF. ED.+5 Hours Schedule: A teacher who possesses a Bachelor's degree and a permanent or continuing certificate and who has completed five (5) semester hours of courses on the graduate level shall be eligible for the salary of this category.
3. MA Schedule: Master's category on the salary schedule shall be defined as a Master's degree from an accredited college or university and being eligible for or possessing a valid Michigan teacher certificate.
4. MA +24 Schedule: Any teacher who receives 24 credits after their Masters Degree or is seeking a teaching endorsement as approved by the university, shall move to the M.A. + 24 rail. Any classes not included in an endorsement program shall be subject to the approval of the Superintendent to be included in the +24 category. Credits do not need to be at the master's level. An additional five hundred dollars (\$500.00) will be added to all steps on the salary schedule for teachers who have accumulated 24 hours beyond the Master's degree.

Teachers must present satisfactory evidence of the degree or extra hours by October 1st for the full year, or February 1st for the second semester, to benefit from salary allowances or advanced degrees and extra hour schedules.

5. The professional staff that were previously frozen at steps or received .75 steps will accrue additional steps for the duration of this contract until their years of service and rate of pay match the pay scale as follows until they have achieved step 15:
2020-21 – up to ½ step
2021-22 – up to ½ step
2022-23 – up to ½ step
2023-24 – up to ½ step
2024-25 – up to ½ step

If a bargaining unit member's pay exceeds their current step per this schedule, they will be awarded the difference between the next step and their current step on pay scale, this will start with Step 13 for 2020-21, Step 14 for 2021-22, and Step 15 for 2022-23. Those who were previously frozen will receive their additional steps as prescribed above until they reach step 15 on the pay scale.

The professional teaching staff will receive the following wage increase after the fall audit for school year 2023-24, and 2024-25. If the audit general fund balance fall audit is 18%, 1% wage increase will occur and if at 22% or more at the fall annual audit, 2% wage increases will occur for 2023, and 2024.

The Board will maintain, at a minimum, annually end-of-the-year general fund balance of 15% as recommended by the MDE, MSBO, and annual audit and strives to not borrow annually to make payroll. In the event the Hemlock Public School District fund balance falls below, Fall 2020 – 8%, Fall 2021 – 9%, Fall 2022 – 10%, Fall 2023 – 11%, Fall 2024 – 12% as presented at the annual audit (Fall) a percentage wage concession will be made (within the unit) to keep the fund balance above prescribed percentages as determined by the district business office and reviewed and confirmed by the district's auditing firm. This percentage will be applied equally among teaching staff and will occur within 45 days following the audit presentation.

B. Outside Teaching Experience

Credit for experience outside of Hemlock Public Schools shall be granted at the discretion of the Superintendent. In no case, however, shall more than credit earned be granted with a cap of 10 years.

C. Active Military Service

1. Military service shall count as Hemlock School experience, for purposes of determining placement on the salary schedule, if the teacher has performed teaching service in Hemlock Public Schools immediately prior to his or her military service.
2. For initial employment credit, experience credit for military service and/or service in government sponsored education programs not under the direction of a public school system, shall be granted to teachers who have not been employed by the Board previously in accordance with the following schedule:

Less than 13 months	No credit
13 but less than 31 month	1 year
31 or more months	2 years

D. Teachers who teach one semester or more shall advance to the next step (years of experience) upon their return to the Hemlock Public Schools. Teachers who teach less than one semester shall remain on the same step upon their return the following year.

E. Extended Employment Agreements

The superintendent, at his discretion, may write employment agreements extending the period of employment subject to the following limitations

1. Such agreements may be issued only if the teacher, during the extended period of employment, is performing duties similar to those he would perform while the normal teaching contract is in force.
2. Pay for the extended periods shall be at the daily rate of compensation multiplied by the days of extension. The daily rate is to be determined by dividing the normal contractual salary of the teacher by the number of required work days.

F. Special Assignments

1. It is recognized that there are many tasks in and about a school which require persons with special qualifications and that many of these positions require the expenditure of extra time.
2. The standard teacher contract will not reflect the Compensation paid for additional duties and responsibilities. The compensation and other conditions pertaining to special assignment will be indicated on a contract rider to be issued annually by the Board of Education. The grantee of such rider is not to be guaranteed the stated position for succeeding years or semesters by reason of the Tenure Act of 1937, as amended.

G. Hartley Nature Center

Each teacher attending Hartley Outdoor Education Center who supervises children and who stays overnight shall be granted one day substitute teacher wages for each night they stay.

**ARTICLE XVIII
TERMINATION**

This agreement shall become effective upon ratification of both parties and remain in effect until December 1, 2025.

At least ninety (90) days prior to the expiration of the Agreement on September 1, 2025, the parties will begin negotiations for a new agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives:

**HEMLOCK PUBLIC SCHOOLS
BOARD OF EDUCATION**

**HEMLOCK FEDERATION OF
TEACHERS**

Katherine Ellison
President

[Signature]
President

Mary Ann Ling
Secretary

[Signature]
Secretary

2/4/2020
Date

[Signature]
Chairman, Professional
Negotiating Committee
2/4/2020
Date

APPENDIX A – 2020-2025 SALARY SCHEDULE

Step	B. A.	B+	M.A.	M.A. +24
1	40000	41507	44458	44958
2	40937	42444	45395	45895
3	41874	43381	46332	46832
4	42811	44318	47269	47769
5	43748	45255	48206	48706
6	45626	47600	49487	49987
7	47683	49748	51725	52225
8	49736	51894	53962	54462
9	51791	54042	56200	56700
10	53847	56188	58435	58935
11	55901	58334	60674	61174
12	57953	60482	62903	63403
13	58967	61540	64003	64512
14	59998	62616	65123	65641
15	61047	63701	66262	66789
16	61547	64201	66762	67289
17	62047	64701	67262	67789
18	62547	65201	67762	68289
19	63047	65701	68262	68789
20	63547	66201	68762	69289
21	64047	66701	69262	69789
22	64547	67201	69762	70289
23	65047	67701	70262	70789
24	65547	68201	70762	71289
25	66047	68701	71262	71789

APPENDIX B – SPECIAL ASSIGNMENTS 2020-2025 (for the duration of this contract)

Position	1	2	3	4	5
Cross Country	\$2,250	\$2,500	\$2,750	\$3,000	\$3,250
Football, Head	\$3,000	\$3,500	\$4,000	\$5,000	\$6,000
Football, JV Head	\$2,250	\$2,500	\$2,750	\$3,000	\$3,250
Football Ass't. (3)	\$1,500	\$1,750	\$2,000	\$2,500	\$3,000
*Soccer	\$2,250	\$2,500	\$2,750	\$3,000	\$3,250
*Tennis	\$2,250	\$2,500	\$2,750	\$3,000	\$3,250
Volleyball	\$2,250	\$2,500	\$2,750	\$3,000	\$3,250
*Basketball, Head	\$3,000	\$3,500	\$4,000	\$5,000	\$6,000
Basketball JV	\$2,250	\$2,500	\$2,750	\$3,000	\$3,250
Wrestling, Head	\$2,500	\$3,000	\$3,500	\$4,000	\$4,500
Pompon, HS	1,500	1,750	2,000	2,250	2,500
Baseball, Head	\$2,250	\$2,500	\$2,750	\$3,000	\$3,250
Golf	\$2,250	\$2,500	\$2,750	\$3,000	\$3,250
Softball, Head	\$2,250	\$2,500	\$2,750	\$3,000	\$3,250
*Track, Head	\$2,250	\$2,500	\$2,750	\$3,000	\$3,250

*Boys and Girls

\$750	\$1,250	\$1,500	\$1,750
Football Position (3) Basketball Asst.(2)	MS PomPon MS Basketball MS Wrestling MS Track MS Volleyball Powerlifting	JV Soccer 9 th /JV Volleyball 9 th Basketball 9 th /JV Baseball 9 th /JV Softball	Bowling (up to 2)

Positions entail management of the program at the designated level; all positions are reviewed and approved by the Athletic Director, in advance.

MHSAA Team Championship, one time per season Performance Bonus, Head Coach District – 10% Incentive, Regional -25% incentive, State Championship – 50% incentive (performance bonuses add together)

Grandfathered, if a coach was making more than the updated stipend scale they will retain that amount of pay for duration of their tenure in that position.

Appendix C – Special Assignments for the duration of this contract

Position	1	2	3	4	5
HS Band	2500	2750	3000	3250	3500
MS Band	1000	1250	1500	1750	2000
HS Drama*	750	1000	1250	1500	1750
MS Drama*	1000	1250	1500	1750	2000
HS Robotics	1000	1250	1500	2000	2500
K-12 Robotics	2500	2750	3000	3250	3500

*Per approved performance by the HS Principal (max 2 per year) or MS Principal (max 1 per year).

\$500	\$750	\$1,000	\$1,250	\$1,500
Mock Trial	NJHS	NHS	HS Student Council	Yearbook
Freshmen Advisor	SLS Sophomore Advisor MS Student Council EE Robotics UE Robotics	Senior Advisor (2) MS Robotics	Junior Advisor (2)	

Positions entail management of the program at the designated level. Stipends: If a state grant stipend is provided for the coach and if the state aid stipend is larger than the district stipend the coach will receive the state aid stipend minus added payroll costs.

Performance Bonus -- 10% incentive in stipend for the following accomplishments.

HS Band receiving top rating at festival in all categories, MS/HS Drama having 3 completely sold out performance for a production, HS/K-12 Robotics for competing at Worlds.

Grandfathered, if a coach/advisor was making more than the updated stipend scale they will retain that amount of pay for duration of their tenure in that position.



HEMLOCK PUBLIC SCHOOLS

DENTAL SCHEDULE OF BENEFITS

DENTAL BENEFITS	PLAN PAYS
TYPE I - Preventative and Restorative Services <ul style="list-style-type: none"> • Visits and Exams • X-Ray and Pathology • Space Maintainers • Oral Surgery • Anesthesia • Periodontics • Endodontics • Restorative 	100%
TYPE II -Replacement Services Inlays and Crowns Prosthodontics	50% after \$25 calendar year deductible
TYPE III — Orthodontia Services (applicable only for Covered Individuals under age 19) Orthodontic Services <ul style="list-style-type: none"> • Minor Treatment to control harmful habits • Space Maintainers (habit breaking devices) 	50% after \$50 lifetime deductible
PLEASE REFER TO THE DENTAL SUMMARY PLAN DESCRIPTION FOR COMPLETE DETAILS REGARDING COVERAGES AND LIMITATIONS	
PLAN MAXIMUMS (per covered individual):	
Type I and Type II Services Combined	\$1,000.00 per calendar year
Type III Services	\$1,500.00 per lifetime



HEMLOCK PUBLIC SCHOOLS
VISION SCHEDULE OF BENEFITS

Effective 12/1/2012

VISION BENEFITS	PLAN PAYS
Complete Vision Examination	\$60.00
Single Vision Lenses (maximum per pair of lenses)	\$52.00
Bifocal Lenses (maximum per pair of lenses)	\$60.00
Trifocal Vision Lenses (maximum per pair of lenses)	\$75.00
Lenticular Lenses (maximum per pair of lenses)	\$90.00
Standard Frames	\$110.00
Contact Lenses	\$125.00 (includes exam)
FREQUENCY	
Vision Examination	Once every calendar year benefit period
Lenses (including Contacts)	Once every calendar year benefit period
Frames	Once every calendar year benefit period
PLEASE REFER TO THE VISION SUMMARY PLAN DESCRIPTION FOR COMPLETE DETAILS REGARDING COVERAGES AND LIMITATIONS	

APPENDIX E – GRIEVANCE FORM, ARTICLE III

HEMLOCK FEDERATION OF TEACHERS GRIEVANCE FORM

Name of grievant (s) : _____

School and Assignment: _____

Building Principal or Administrator Involved: _____

Statement of Grievance: _____

Provisions of Contract That are Alleged to be Violated: _____

Relief or Remedy Sought: _____

Date of Level One Discussion with Appropriate Administrator: _____

Remedy or Relief Offered by Administrator at Level One: _____

Date of Level One Discussion with Board of Education _____

Remedy or Relief Offered by Board of Education at Level One: _____
