

SETTLEMENT AGREEMENT

This Settlement Agreement is entered into by and between the Board of Education of the Hartland Consolidated Schools (hereinafter "Board") and the Hartland Affiliate Association, MEA/NEA (hereinafter "Association").

WITNESSETH:

WHEREAS, the Board and the Association have agreed that it is in their mutual and respective best interests to formulate, agree upon, and implement a mutually agreeable resolution; and

WHEREAS, the Board and the Association are desirous of resolving any controversies or concerns relating to allegations made by the Association; and

WHEREAS, the Board and the Association desire to enter into this Agreement to memorialize their agreement; and

WHEREAS, the Board and the Association have agreed to adjust, compromise, and settle permanently all controversies, claims, disputes, and differences existing between them arising out of the allegations set forth by the Association.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings of the Parties as recited below, it is agreed as follows:

1. Beginning in the year 2023-2024, the Association members will receive the following raises over the next three years:
 - a. Year 1: 5% (2023/24) (Replacing the current 2023/24 schedule that is in place)
 - b. Year 2: 2% (2024/25)
 - c. Year 3: 3% (2025/26) if the fund balance greater than or equal to 20%. Otherwise, it will be 2%.

2. Beginning in the year 2024-2025, the Association members will receive the following longevity pay:
 - a. 7-9 years (paid in years 8-10) \$600
 - b. 10-14 years (paid in years 11-15) \$850
 - c. 15-19 years (paid in years 16-20) \$1000
 - d. 20-24 years (paid in years 21-25) \$1250
 - e. 25+ years (paid in years 26+) \$1500

3. With the exception of Paragraphs 1-2 above, the terms of the current collective bargaining agreement shall be extended as is through the 2025-2026 school year.

4. The Association agrees that the two existing positions of Director of Payroll Services and Director of Human Resources will not be placed in the bargaining unit. These

positions will not be able to be sought later by the Association until and unless the job duties are substantially changed.

5. The Parties agree that the pending Unit Clarification Petition filed by the Association, Case No. 22-H-1679-UC, shall be withdrawn with prejudice.

6. The Board and the Association agree that the terms of this Agreement do not constitute a violation of their current collective bargaining agreement.

7. The Parties acknowledge that they have carefully read and fully understand the provisions of this Agreement and have not relied upon any representations or statements, written or oral, not set forth in this document.

8. Whenever possible, each provision of this Agreement shall be interpreted in such a way as to be effective and valid under the laws of the State of Michigan. If any provision of this Agreement is determined to be contrary to law by a court of competent jurisdiction or becomes unlawful due to legislative enactment, such invalid provision(s) or portions of provision(s) shall be severed from this instrument but the remaining terms and covenants of this Agreement and shall not be thereby affected. This Agreement may be enforced in a court of competent jurisdiction.

9. This Agreement constitutes the entire agreement between the Parties and supersedes any prior or concurrent agreements, written or oral, regarding its subject matter. This Agreement may only be modified, in writing, executed by all of the undersigned parties, and this provision can only be waived if so signed by all of the undersigned parties.

IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement by affixing their signatures as follows:

**BOARD OF EDUCATION
OF THE HARTLAND
CONSOLIDATED SCHOOLS**

**HARTLAND AFFILIATE
ASSOCIATION, MEA/NEA**

By [Signature]
Its Board President
Date 6/12/23

By [Signature]
Its HAA President
Date 6/18/2023