

8/24/98

AGREEMENT

between the

Hartford Board of Education

and the

**Van Buren County Education Association/
Hartford Education Association (MEA-NEA)**

1996 - 1998

Hartford Public Schools

TABLE OF CONTENTS

ARTICLE I - RECOGNITION 3
ARTICLE II - TEACHER RIGHTS 5
ARTICLE III - BOARD RIGHTS 6
ARTICLE IV - PROFESSIONAL COMPENSATION 7
ARTICLE V - TEACHING HOURS AND ASSIGNMENTS 8
ARTICLE VI - TEACHING CONDITIONS 9
ARTICLE VII - VACANCIES AND PROMOTIONS 10
ARTICLE VIII - TRANSFERS 11
ARTICLE IX - LEAVE PAY 11
ARTICLE X - TEACHER LOADS 12
ARTICLE XI - REDUCTION OF PERSONNEL 13
ARTICLE XII - TEACHER EVALUATIONS 14
ARTICLE XIII - LEAVES OF ABSENCE WITHOUT PAY 16
ARTICLE XIV - PROTECTION OF TEACHERS 18
ARTICLE XV - DISCHARGE, DISCIPLINE AND REPRESENTATION 18
ARTICLE XVI - GRIEVANCE PROCEDURE 19
ARTICLE XVII - MISCELLANEOUS PROVISIONS 22
ARTICLE XVIII - INSURANCE 25
ARTICLE XIX - NO STRIKE AGREEMENT 26
ARTICLE XX - COMPLETION OF AGREEMENT 26
ARTICLE XXI - DURATION OF AGREEMENT 27
APPENDIX A 28
SCHEDULE A 29
APPENDIX B 30
SCHOOL CALENDAR 32
LETTERS OF UNDERSTANDING 34

AGREEMENT

This Agreement entered into this 19th day of September, 1996, by and between the Board of Education of the Hartford Public Schools, Van Buren County, Michigan, hereinafter called the "Board," and the Van Buren County Education Association/Hartford Education Association (MEA/NEA), hereinafter called the "Association."

ARTICLE I

RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive bargaining representative to the extent required by Act 336 of the Public Acts of 1947, as amended, for purposes of collective bargaining in respect to rates of pay, wages, hours of employment or other terms and conditions of employment to include all classroom teachers, guidance counselors, and librarians under contract, but excluding supervisory, executive, office, community and adult education teachers, and clerical employees, substitute teachers, and all other employees. The term "teacher" when used hereinafter in this Agreement shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined. Certified teachers for the purpose of this Agreement shall be defined to include non-certified, non-endorsed classroom teaching personnel as defined in Section 1233b of Act 25 of the Public Acts of 1990.
- B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement.
- C. 1. All teachers, as a condition of continued employment, shall either:
- a. Sign and deliver to the Board an assignment authorizing deduction of membership dues of the Association (including the National and Michigan Education Associations) and such authorization shall continue from year to year unless revoked in writing;
- OR
- b. Cause to be paid to the Association a representation fee equal to the non-member's proportionate share of the cost of negotiating and administering this Agreement.
2. a. The procedure in all cases of non-payment of the service fee shall be as follows:
- 1) The Association shall notify the employee of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for wage deduction may be filed with the Board if compliance is not effected.

- 2) If the employee fails to remit the service fee or authorize deduction for same, the Association may request the Board to make such deduction pursuant to the opening paragraph above.
 - 3) The Board, upon receipt of request for involuntary deduction, shall provide the employee with an opportunity for a due process hearing limited to the question of whether the employee has remitted the service fee to the Association or authorized payroll deduction for same.
- b. The Association has established a "Policy Regarding Objections to Political-Ideological Expenditures." That Policy and the administrative procedures (including timetable for payment) pursuant thereto, applies only to non-Association employees. The remedies set forth in that policy shall be exclusive and, unless and until such procedures (including any administrative or judicial review thereof) shall have been availed of and exhausted, no dispute, claim, or complaint by an objecting employee concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement.
3. Regular dues or the non-member's representation fee for any or all of the above stated organizations shall be deducted together, as one deduction in twenty (20) equal, biweekly, consecutive installments.
 4. Authorization for deductions filed with the Superintendent before the seventh day after school opening of each year of this contract shall become effective with the first scheduled deduction of the coming school year. Authorizations for deductions filed after the seventh day after school opening shall be deducted as soon as practical.
 5. Dues authorizations once filed with the Superintendent shall continue in effect until a revocation form in writing and signed by the teacher is filed with the Superintendent and the Treasurer of the Association. It is expressly understood that the Superintendent and the Board need only honor one authorization form per year per teacher.
 6. Non-member's representation fee shall not be subject to change during the entire school year. It is expressly understood that the Board is not required to deduct any monies not specified under the terms of this Article.
 7. For the purpose of this Article, the term "school year" shall include the period beginning with the first teacher working day of school in the fall to the last teacher working day of school in the spring.
 8. Dues deduction shall be transmitted by the Superintendent to the Association Treasurer within ten (10) days after such deductions are made. The Association shall be responsible for disbursements of MEA and NEA dues.
 9. All refunds claimed for deductions under such dues authorizations shall lie solely with the Association. The Association agrees to reimburse any teacher for the amount of any

deduction deducted by the Board and paid to the Association, which deduction is by error in excess of the proper deduction and agrees to hold the Board harmless from all claims of excessive deduction.

10. Any dispute between the Association and the Board which may arise as to whether or not an employee properly executed or properly revoked an authorization card pursuant to this Article, shall be reviewed with the employee by a representative of the Board. Until the matter is disposed of, no further deductions shall be made. The Board assumes no liability for the authenticity, execution or revocation of the authorization form.
11. The Association agrees to save the Board harmless from any and all costs, including witness and fees, attorney fees, back pay awards, punitive damages, or any other cost of prosecution or defense or any liability resulting from the prosecution or defense of any action or inaction claimed or otherwise to which the Board of Education may be liable by virtue of the provisions of this Article.

It is specifically agreed that payment for the above specified reasons shall be made directly from the Association to the party and, at no time shall the Board pay out any monies as a result of enforcing the provisions of this Article.

It is agreed that the Association may choose the attorney for the Board subject to the attorney's proper defense and protection of the Board.

12. Nothing contained herein shall be construed to deny or restrict to any teacher, rights he/she may have under the Michigan General School Laws.

ARTICLE II

TEACHER RIGHTS

- A. Pursuant to Act 336 of the Public Acts of 1947, as amended, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities 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 Act 336 of Public Acts of 1947, as amended; that it will not discriminate against any teacher with respect to hours, wages or any terms or conditions of employment by reason of his membership in the Association, his participation in any activities of the Association or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. The Association and its members shall have the right to use school building facilities at all reasonable hours for meetings subject to prior approval. No teacher shall be prevented from wearing insignia, pins or other identification of membership in the Association either on or off school premises. Existing bulletin board, intra school mail, and intercom system (during times when school is not in session) shall be available to the Association. In the event of a strike, school building facilities shall not be used by the Association and its members.

- C. The Board agrees to furnish the Association, in response to reasonable written requests, public information necessary to prepare intelligent and accurate proposals for negotiations and information necessary to process grievances beyond Level One.
- D. At the beginning of every school year, the Association shall be credited with ten (10) days to be used by teachers who are officers or agents of the Association, such use to be at the discretion of the Association. The Association agrees to notify the Board no less than forty-eight (48) hours in advance of taking such leave. It is expressly understood that Association days shall not be used by teachers who are officers or agents of the Association for the purpose of picketing or assisting other school employees of Hartford or elsewhere engaged in a strike or withholding of services.

ARTICLE III

BOARD RIGHTS

- A. The Board on its own behalf and on behalf of the electors of the district hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws of the Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right:
 - 1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees;
 - 2. To hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment or their dismissal or demotion; and to promote, and transfer all such employees'
 - 3. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;
 - 4. To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials and the use of teaching aids of every kind and nature;
 - 5. To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers and other employees with respect thereto, and with respect to administrative and non-teaching activities, and the terms and conditions of employment.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof; and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

ARTICLE IV

PROFESSIONAL COMPENSATION

- A. Teacher salaries are set forth in Schedule A and will be attached and incorporated in this Agreement. Such salary schedules shall remain in effect during the duration of the Agreement.
- B. The Employer agrees that they will deduct (checkoff) from the wages of employees and transmit appropriate remittance for the Credit Unions and other authorized entities.

Properly written authorization from the employee must be presented before deductions are made. New or changed deductions shall become effective in the first pay period of the month following presentation of a signed authorization.

1. Any program for deductions must have a minimum of seven (7) participants to be established. No more than four (4) annuity companies shall be available based upon the Association's recommendation. However, New York Life and MESFA shall be allowed to continue.
 2. Any initial deduction or change in deduction must be delivered to the payroll office seven (7) days prior to the affected payday.
 3. The employer shall be held harmless against any and all claims, demands, costs, suits, or other forms of liability arising out of such payroll deductions.
 4. Authorizations for payroll deduction may be submitted for United Federal Credit Union, School Employees Credit Union or Berrien Teachers Credit Union.
- C. Outside teacher experience of newly employed teachers will be subject to agreement between the teacher and the Board at the time of hiring without Association intervention.
 - D. Any tenure member of the professional staff will be afforded the opportunity of membership in one professional society or organization of his/her choice (providing it is in the area of his/her specialization) paid by the Board and not to exceed ten dollars (\$10.00) per year. This does not apply to membership in the Michigan Education Association, National Education Association, or Hartford Education Association. The request is to be submitted to the Superintendent's office by September 30th.
 - E. Authorization for the Association dues or fees in Article I.C. will be deducted from each paycheck from September through June, all other authorized deductions will be made from each paycheck from September through August.

ARTICLE V

TEACHING HOURS AND ASSIGNMENTS

- A. The normal weekly teaching hours in the junior-senior high school will include one normal class period daily for preparation.
- B. Teachers who will be affected by a change in grade assignments in the elementary school grades and by changes in subject assignment in the secondary school grades will be notified and consulted by their principals as soon as the change becomes evident and necessary. Such changes will be voluntary to the extent possible. Every effort will be made to avoid reassigning probationary elementary school teachers to different grade levels.
- C. The Board will notify the teacher, by the last day of school, of their tentative teaching assignments for the following year but the Board reserves the right to make changes following such notification. Should said change be made in the summer months, the teacher shall be notified by mail sent to their last known address.
- D. Teachers in the Middle School and Senior High School shall begin their work day fifteen (15) minutes prior to the commencement of the regularly scheduled classes and to end their work day ten (10) minutes after the regularly scheduled classes have been adjourned, but not prior to bus departure. Elementary teachers shall begin their work day fifteen (15) minutes prior to the commencement of the regularly scheduled classes and end their work day five (5) minutes after the regularly scheduled classes have been adjourned, but not prior to bus departure.
- E. The Elementary school schedule shall include two (2) fifteen (15) minute recess periods daily, which shall serve as a break for both the student and teacher, weather permitting.
- F. Teachers will not be compelled to participate in activities with children not under their direct supervision; however, teachers will be expected to share duties as they apply to planned activities of their building.
- G. Teachers shall be required to attend staff meetings immediately before or after regular hours when requested to do so by a school administrator. These meetings to be kept to a minimum.
- H. Teachers will have a duty free lunch of not less than sixteen (16) minutes at the secondary level and twenty (20) minutes at the elementary level, provided that the district has the resources to employ noon hour aides without program cutbacks or layoff of other employees.
 - 1. During inclement weather the teacher shall be responsible to supervise students in which case the twenty (20) minute duty free lunch shall not be guaranteed nor will extra pay be granted. The Board and the Association agree to meet and confer to work out a plan which will best solve the problem during inclement weather using existing staff.

I. The teaching hours shall be as follows:

	Beginning Teachers	Beginning Students	Ending Students	Ending Teachers
Senior High	7:45 a.m.	8:00 a.m.	2:45 p.m.	2:55 p.m.
Middle School	7:45 a.m.	8:00 a.m.	2:45 p.m.	2:55 p.m.
Red Arrow Elementary School	7:55 a.m.	8:10 a.m.	3:00 p.m.	3:05 p.m.
Woodside Elementary School	8:05 a.m.	8:20 a.m.	3:10 p.m.	3:15 p.m.

The Board reserves the right to change the starting and ending times upon prior notification of the Association.

- J. 1. If more elementary instructional hours are needed to meet the state requirement of 1,041 in 1997-98, the teachers will supervise the students during their recess starting after Spring Break. The teachers will be assigned on a rotating basis with one teacher on duty on each playground. Teachers will be assigned based on a joint decision between the building principal and the building staff. This supervision will be done to the extent necessary to meet the 1,041 hours. The teacher supervised time during recess held in the buildings due to inclement weather will count as instructional hours.
2. Beginning with the 1996-97 school year, teachers will keep a log of the amount of time teachers supervise students in the building during their recess due to inclement weather.
- K. Probationary teachers required to attend inservice or professional development days in excess of the school calendar shall do so at no additional compensation. If Hartford's inservice qualifies the statutory requirements, these days shall count toward the fifteen (15) days required.

ARTICLE VI

TEACHING CONDITIONS

- A. Members of the Association and Board chosen as bargaining agents shall meet at least once during the school year to consider teaching supplies and materials, such time not to take place later than the appointed time for the Board to submit its annual budget to the county allocation committee upon the initiation of either party.
- B. If possible the Board shall make available in each school lunchroom, restrooms and lavatory facilities for teacher use and at least one (1) room appropriately furnished, which shall be reserved for use as a faculty lounge.

- C. Telephone facilities shall be made available to teachers for school business which is anything connected with the daily operation of a school building involving plans that affect the welfare and education of the student or personal business of any emergency nature that cannot be made other than during the school day due to illness or death in the family or business affairs that cannot be delayed beyond the school day.
- D. Parking facilities shall be made available to teachers for their use.
- E. Notwithstanding their employment, teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher.
- F. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex or marital status, disability or membership in or association with the activities of any employee organization. The Board and the Association pledge themselves to seek to extend the advantages of public education to every student without regard to race, creed, religion, sex, color or national origin and to seek to achieve full equality of educational opportunity to all pupils.
- G. Statement of Compliance with Federal Law

The Hartford Public Schools complies with all Federal laws and regulations prohibiting discrimination and with all requirements and regulations of the U.S. Department of Education. It is the policy of the Hartford Public Schools that no person on the basis of race, color, religion, national origin, age, sex, height, weight, marital status or disability shall be discriminated against, excluded from participation in, denied the benefits of or otherwise be subjected to discrimination in employment or in any program or activity to which it is responsible or for which it receives financial assistance from the U.S. Department of Education.

ARTICLE VII

VACANCIES AND PROMOTIONS

- A. Whenever any vacancy in the bargaining unit in the district shall occur, the Board shall publicize the same by giving written notice of such vacancy to the Association and providing for appropriate posting in every school building. No vacancy shall be filled except in case of emergency on a temporary basis, until such vacancy shall has been posted for at least five (5) days.
- B. Any teacher may apply for such vacancy. In filling such vacancy, the Board agrees to give due weight to the professional background and attainments of all applicants, the length of time each has been in the school system of the district and other relevant factors.

An applicant with less service in the system shall not be awarded such position unless his qualifications therefore shall be substantially superior to applicants with greater service. The Board declares its support of a policy of promotions from within its own teaching staff, including promotions to supervisory and executive levels. However, promotional decisions outside the

bargaining unit shall not be subject to the grievance procedure. "Service" in the system, for purposes of this Agreement, shall mean continuous employment in a school of the district, including substitute service, irrespective of tenure status, but shall exclude all periods when the teacher was on leave of absence for any cause and excluding service performed in a position not requiring certification.

A teacher who has been a full time teacher in the District and is currently a part-time teacher will have the same rights to a vacancy as if he/she were a full time teacher. A teacher who is and always has been a part-time teacher will not have rights to a vacancy over a full time teacher.

ARTICLE VIII

TRANSFERS

- A. Since the frequent transfers of teachers from one school to another is disruptive of the educational process and interferes with optimum teacher performance, the parties agree that transfer of teachers are to be minimized.
- B. In the event that transfer of teachers appear to be necessary, lists of available positions within the district shall be posted in the same manner as provided in Article VII.

ARTICLE IX

LEAVE PAY

- A. Teachers shall be credited ten (10) days sick leave per year at the beginning of the school year accumulative to one hundred seventy-five (175). Sick leave shall be earned at the rate of one (1) day per month. If an employee fails to complete a full school year, sick days taken in excess of the earned one (1) day per month shall be deducted from the teacher's final paycheck.
 - 1. The Board may request a physician's report if the teacher is absent for two (2) or more consecutive days or there is a pattern of absences.
 - 2. A teacher on paid or unpaid leave shall not accrue additional paid leave days.
- B. Teachers in the employ of the Board may use eight (8) days paid sick leave in case of death or serious illness in the immediate family (spouse, children, parents, parents-in-law, brother, sister, grandfather, grandmother). This leave may also be available in case of death or serious illness of any other person designated by a committee of three (3) composed of the Superintendent, building principal and teacher involved. It is expressly understood that this eight (8) days paid sick leave is not in addition to the ten (10) days sick leave provided for in paragraph A of this Article.
- C. All teachers in the employ of the Board will be credited two (2) paid leave days per year for personal business. These days will be earned at a rate of one (1) day per semester. A teacher who leaves prior to the end of the school year and has taken both days shall have deducted one (1) day from their final paycheck. The teacher will notify the building principal or Superintendent at least

twenty-four (24) hours in advance of using leave. Personal business days may be accumulated to a maximum of five (5) days, but no more than four (4) days may be taken in any school year. Personal business day or days cannot be used the last day prior to or the first day subsequent to a regular school vacation, break or holiday such as Labor Day, parent-teacher conferences, Thanksgiving, Christmas, spring break, Good Friday or Memorial Day. Any violation of the foregoing provisions may subject the teacher to disciplinary action. If an employee has four (4) or more personal business days accumulated at the end of a school year, two (2) days shall be transferred to their accumulated sick leave. The days shall be converted automatically to sick leave unless the teacher provides written notice by June 1st of each school year that they do not desire such a conversion.

- D. A teacher absent from work because of mumps, scarlet fever, measles or chicken pox shall suffer no diminution of compensation and shall not be charged with sick-leave provided such diseases are present in the school system at that time and the teacher is not absent more than ten (10) days.
- E. Effective the beginning of the 1997-98 school year, the Board will provide upon retirement from the Hartford Public Schools \$25.00 for each unused sick day accumulated up to a maximum of 175 sick days. To be eligible teachers must qualify for and apply for retirement with the Michigan Public School Employees Retirement System.

ARTICLE X

TEACHER LOADS

- A. It is recognized by the Board that pupil-teacher ratio is an important aspect of an effective educational program. The Board agrees to continue its effort to keep class sizes to an acceptable number as dictated by the financial conditions of the district and the building facilities available, the availability of qualified teachers, and the best interest of the district as deemed administratively feasible. But both parties shall strive for:

Kindergarten	25 pupils
Early Elementary	25 pupils
Later Elementary	30 pupils

Secondary Level Classes

English	20 pupils	Typing	30 pupils
Social Studies	30 pupils	Industrial arts	30 pupils
General Mathematics	30 pupils	Drafting	20 pupils
Advanced Mathematics	25 pupils	Homemaking	20 pupils
General Sciences	30 pupils	Instrumental Music	
		Vocal Music	
Advance Sciences	25 pupils	Art	25 pupils
Languages	25 pupils	Physical Education	40 pupils
General Business	30 pupils		
Advanced Business	25 pupils		

- B. Because the Board of Education has the statutory duty to educate all children within the boundaries of the school district and because the student-teacher ratio is an important aspect of an educational program and because the number of students a teacher is required to instruct may have a direct bearing upon the amount of work required of the individual teacher, the parties agree that the size of the individual classes shall be given careful consideration and any inequities adjusted upon the request of the teacher if economically and educationally feasible and desirable as determined by the board.

ARTICLE XI

REDUCTION OF PERSONNEL

- A. In the event it becomes necessary to reduce the number of teachers through layoff, the following procedure shall be applied using the criteria stated below:
1. The least senior probationary teachers shall be laid off, provided there remains teachers who are certified and qualified to teach in the remaining positions.
 2. If further reductions are made, tenure teachers shall be laid off, least senior first, provided there remains teachers who are certified and qualified to teach in the open positions.
- B. For the purpose of layoff and recall, the term "qualified" shall be defined as follows:
1. Elementary Classroom - Teachers assigned to elementary classroom positions shall be deemed qualified if they are certified as elementary classroom teachers.
 2. Grades 7 and 8 - Teachers assigned to grades 7 and 8 shall be assigned within their major fields of study, to be determined by an accredited college or university transcript showing at least a minor of not less than twenty (20) semester hours or its equivalent in term credits. Teachers will be considered qualified if they have teaching experience in a given subject area in which they are assigned with the Hartford Public Schools within the past five (5) years. Teachers will be considered qualified for one (1) year in the subject area in which they are assigned if they have less than twenty (20) semester hours, but have fifteen (15) semester hours or more in the subject area. Such teachers must show proof of enrolling for the necessary semester hour(s) to make them qualified and must successfully complete the hours within one (1) year.
 3. Senior High - Teachers assigned to the senior high must have a major or minor and meet the requirements as set forth by North Central Association of Colleges and Universities.
 4. Special Areas - Teachers assigned in the special areas of art, music, PE, counseling and library must have special endorsements.
- C. Seniority shall be defined as length of continuous service with the district. Seniority shall not accrue during unpaid leaves of absence.

1. Administrators currently employed, as of August 15, 1990, will continue to accrue seniority as a teacher.
 2. Administrators hired after August 15, 1990, will not accrue seniority while employed as an Administrator.
 3. Teachers who transfer to Administrative positions will retain their accrued seniority but will not accrue seniority while employed as an Administrator.
- D. In the circumstances of more than one (1) individual beginning employment on the same date, the seniority date shall be the day the teacher signed the contract. In the circumstances of more than one (1) teacher signing their contract on the same day, all individuals so affected will participate in a drawing to determine position on the seniority list. The Association and teacher(s) so affected will be notified in writing of the date, place and time of the drawing. The drawing shall be conducted openly and at a time and place which will reasonably allow affected teachers and Association Representatives to be in attendance.
- E. Any teacher on layoff shall be recalled in inverse order of layoff provided he/she is certified and qualified for the vacancy. Tenured teachers will have priority over probationary teachers in recalls. No new teachers shall be employed by the Board while there are teachers who were in the bargaining unit who are laid off unless there are no laid off teachers with proper certification and qualifications to fill any vacancy which may arise.
- F. The Board shall give written notice of recall from layoff by sending a registered or certified letter to said teacher at his/her last known address. It shall be the responsibility of each teacher to notify the Board of any change in address. The teacher's address as it appears on the Board's records shall be conclusive when used in connection with layoffs, recall or other notice to the teacher.
- G. In the event of a reduction of personnel, the affected teacher(s) shall be given forty-five (45) days of notice before the beginning of school in the fall or the beginning of the second semester. It is agreed said forty-five (45) day notice shall be sufficient if notified by the Administration of its intent to recommend the reduction to the Board.
- H. Teachers shall remain on the recall list for five (5) years or the length of service whichever is greater.

ARTICLE XII

TEACHER EVALUATIONS

- A. The Board and Association agree to the Administrative Guidelines as revised on August 2, 1996, with the following changes:
1. A Joint Evaluation Committee will meet no later than March 1 of each year to review the Evaluation Guidelines and make recommendations to the Board's and Association's negotiating committees. The Board's and Association's negotiating committees will consider the recommendations, if any, and will negotiate any changes.

Either party may cancel the Evaluation Guidelines by notifying the other in writing by the end of any school year. If the Guidelines are canceled, the evaluation procedure will revert back to those uses in 1995-96.

2. The final evaluations must be completed by May 1 of each year.
 3. The Individual Development Plan (IDP) form shall be developed and only utilized for probationary teachers.
- B. The Board and Association agree to utilize the "Framework for Effective Teaching" dated August 1, 1996. The same procedures for changing and/or canceling the Framework apply as for the Evaluation Guidelines above.
- C. Mentor Teachers will receive a \$500 per year extra duty stipend.

Evaluation Language in Place During 1995-96

- A. The performance of all teachers shall be evaluated in writing each year. Probationary teachers shall be evaluated at least three (3) times during the year:
1. Before two (2) months following the teacher's commencement of service;
 2. Before five (5) months after the teacher's commencement of service;
 3. And sixty (60) days prior to the end of the teacher's probationary year.
- B. Evaluations shall be conducted by a building principal or other full-time administrators. Each formal classroom observation for evaluation shall be made in person for a minimum of thirty (30) consecutive minutes. All monitoring or observation of the performance of a teacher shall be conducted openly and with full knowledge of the teacher. This does not limit the principal's right to observe at any time.
- C. A personal review shall take place as soon as possible following the formal classroom observation for evaluation. The administrator shall prepare and submit a written report with recommendations within twenty (20) days of the personal review.
- D. Three (3) copies of the formal written report shall be signed by the evaluating administrator and the teacher, two (2) signed copies to be returned to the administrator and the third to be retained by the teacher. In the event the teacher feels his evaluation was incomplete or unjust, he may put his objections in writing and have them attached to the evaluation report to be placed in his personnel file. The teacher may request at this time another personal conference with the administrator to be held within five (5) days and shall be entitled to have a Representative present.
- E. At least sixty (60) days before the close of each school year the controlling Board shall provide a probationary teacher with a definite written statement as to whether or not his service will be discontinued. If the written evaluation contains any information not previously made known to and

discussed with the probationary teacher, the teacher shall have an opportunity to submit additional information to the Superintendent.

ARTICLE XIII

LEAVES OF ABSENCE WITHOUT PAY

- A.
1. Child Care leave without pay is available to teachers to care for a newborn, newly adopted or seriously ill child. The length of leave shall not exceed one (1) year. The leave may be extended with approval of the Board.
 2. In order to provide for continuity within the classroom between pupil and teacher, the teacher shall notify the Superintendent's office in writing at least four (4) months prior to the expected date of birth so that necessary arrangements can be made to procure the teacher's replacement.
 3. Within thirty (30) days thereafter, the teacher shall submit a written request for child care leave to the Board of Education. The request shall specify the beginning and ending dates of the leave. A physician's statement may be requested by the Board. As nearly as possible, the beginning date of the leave of absence should conform to the beginning or ending of a marking period, semester, school year, winter vacation or spring vacation.
 4. The teacher, upon returning from child care leave, may be required to submit a statement from the physician indicating the employee is physically fit for employment.
 5. Teachers may request leave extensions. Extensions of the leave shall be at the discretion of the Board.
 6. Child care leave will be granted without pay and without experience credit, without sick leave accumulation, and without accumulation of seniority. Upon return from child care leave, the teacher shall be restored to the same position on the salary schedule as when he/she left and be entitled to other accrued benefits prior to said leave.
 7. A pregnant teacher shall have the right, if she so desires, to receive sick-leave benefit beginning at such time as she is no longer able to continue work and is physically incapacitated. It is expressly understood this shall not include normal child care. Disabilities caused or contributed to by miscarriage or abortion and therefore shall be treated the same as sick leave.
 8. The above child care leave shall be made available to teachers who adopt children. In cases of adoption, the leave shall begin no earlier than the date of entry of an order from the probate court awarding custody to the adoptive teacher. This leave shall also be made available to a teacher with a seriously ill child. In cases of a seriously ill child, the district may request medical certification which includes the date the health condition began; the probable duration; facts regarding the condition; and a statement that the employee is needed to care for the child.

9. It is understood that the foregoing shall not supersede provisions for layoff or other provisions of law or this contract.
- B. Any teacher who joins the Peace Corps as a full-time participant in such program for two (2) years, will be offered a position if a vacancy is available in their major or minor field. Such teacher or teachers will be placed on probationary status for purposes of tenure. Any period so served shall be treated as time taught for purposes of the salary schedule set forth in Appendix A of this Agreement.
- C. Teachers serving in military service shall have reemployment rights as specified in Act 145 of 1943. (See Appendix D.) Teachers restored to their positions under this paragraph will be given the benefit of increments as if they had remained a teacher with Hartford Public Schools.
- D. The Board shall grant a leave of absence without pay to any teacher to serve in a public office, of not more than one (1) year providing the leave has been requested in accordance with the Michigan State Tenure Law. No leave time for such purpose will be allowed to interrupt the regular school year contract after the first day of school.
- E. The Board may grant a sabbatical leave in accordance with section 1235 of the School Code of 1976, as amended. (See Appendix D.)
- F. The Board may grant up to one (1) year leave of absence as it deems desirable.
- G. Family illness leave without pay for up to twelve (12) weeks shall be granted to the teacher to care for a seriously ill spouse, child, parent or themselves. To be eligible for such leave the employee must have been an employee of the district for at least one year.
1. The teacher shall provide thirty (30) days advance notice of the need for such a leave except in cases of emergency.
 2. The employer may request medical certification which shall include the date the serious illness began; the probable duration of the condition; facts regarding the condition; and a statement that the employee is needed to care for a spouse, parent or child. The employer may require a second opinion as to the condition at its expense.
 3. A teacher may be required to extend a leave to coincide with a semester or vacation break to minimize educational disruption.
 4. Health benefits of the teacher shall be continued for the twelve (12) weeks unpaid leave. If an employee voluntarily fails to return to work, the employer may recover the health coverage premiums paid for the employee during the twelve (12) weeks unpaid leave.
 5. Employees shall be granted an intermittent or reduced work schedule provided it would not cause the teacher to be absent more than 20% of the time. If the employee is absent more than 20% of the time, he or she may be required to take a continuous leave or temporarily transfer to an alternative position.

6. This section shall be administered in accordance with the Federal Family and Medical Leave Act.

ARTICLE XIV

PROTECTION OF TEACHERS

- A. The Board of Education and administration will support the teaching staff in the control and discipline of their classroom to effect a favorable teaching-learning situation. Whenever it appears that a particular pupil requires the attention of specialists, the Board or its agent will take necessary steps to refer such pupil to the appropriate service or agency for assistance in resolving the student's problem and in establishing or re-establishing an effective working relationship.
- B. Any case of assault upon a teacher as a result of serving the school district shall be reported to the Board or its designated representative immediately after such occurrence. The Board will provide legal counsel to advise the teacher of his/her rights and obligations with respect to such assault and shall render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.
- C. The Board will provide legal assistance if a teacher is sued as a result of having taken reasonable and just disciplinary action.
- D. Time lost by a teacher for any legal proceeding in connection with any incident mentioned in this Article shall not be charged against the teacher if absolved of responsibility.
- E. Any complaints by a parent of a student directed toward a teacher shall be called to the teacher's attention within twenty (20) days of the notice of the complaint. In no way are such complaints to be used in evaluating said teacher nor be placed in their permanent file without their prior knowledge and/or consultation.
- F. Teachers shall be expected to oversee the safety of pupils and property, but shall not be individually liable except in the case of neglect for any damage or loss to person or property.

ARTICLE XV

DISCHARGE, DISCIPLINE AND REPRESENTATION

- A. No teacher shall be reprimanded, disciplined, or discharged without just cause; except probationary teachers may be discharged in accordance with provisions in the Teachers' Tenure Act relating to probationary teachers. However, the following matters shall be excluded from grievance:
1. Any matter subject to the Teachers' Tenure Act;
 2. Reappointment or removal from any extra curricular position;
 3. The extension of the probationary period;

4. Discharge of a probationary teacher;
 5. Evaluations - however, discipline and/or reprimand resulting from evaluations shall be grievable, subject to the above stated restrictions.
- B. Any teacher being reprimanded, disciplined, or discharged may have an Association Representative present.

ARTICLE XVI

GRIEVANCE PROCEDURE

- A. A grievance shall be an alleged violation, misinterpretation, misapplication of any of the provisions of this contract.

The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:

1. The termination of services of or failure to re-employ any probationary teacher whose performances were evaluated unsatisfactory;
2. The placing of a non-tenure teacher on a third year of probation;
3. The termination of services or failure to re-employ any teacher to a position on the extracurricular schedule.

It is expressly understood that the grievance procedure shall not apply to specific cases where the Teachers' Tenure Act prescribes a procedure or authorizes a remedy (discharge and/or demotion).

- B. The Association shall designate a committee to handle grievances when requested by the grievant. The Board hereby designates the principal of each building to act as its representative at Level One as hereinafter described and the Superintendent or his designated representative to act at Level Two as hereinafter described.
- C. The term "days" as used herein shall mean days in which school is in session except during summer recess when "days" shall mean Monday through Friday, excluding holidays.
- D. Written grievances as required herein shall contain the following:
1. It shall be signed by the grievant or grievants;
 2. It shall be specific;
 3. It shall contain a synopsis of the facts giving rise to the alleged violation;
 4. It shall cite the section or subsections of this contract alleged to have been violated;

5. It shall contain the date of the alleged violation;
6. It shall specify the relief requested.

E. **Level One** - A teacher believing himself wronged by an alleged violation of the expressed provisions of this contract shall within five (5) days of its alleged occurrence orally discuss the grievance with the building principal in an attempt to resolve same.

If no resolution is obtained within three (3) days of the discussion, the teacher shall reduce the grievance to writing and proceed within fifteen (15) days of said discussion to **Level Two**.

Level Two - Individual teachers shall not have the right to process a grievance at **Level Two**.

A copy of the written grievance shall be filed with the Superintendent or his designated agent by the Association. Within five (5) days of receipt of the grievance, the Superintendent or his designated agent shall arrange a meeting with the grievant and/or the designated Association representative at the option of the grievant to discuss the grievance. Within ten (10) days of the discussion the Superintendent or his designated agent shall render his decision in writing, transmitting a copy of the same to the grievant, the Association secretary, the building principal in which the grievance arose, and place a copy of same in a permanent file in his office.

If no decision is rendered within ten (10) days of the discussion, or the decision is unsatisfactory to the Association, the Association may appeal same to the Board of Education by filing a written grievance along with the decision of the Superintendent with the officer of the Board in charge of drawing up the agenda for the Board's meeting not less than five (5) days prior to the next regularly scheduled Board meeting.

Level Three - Upon proper application as specified in **Level Two**, the Board shall allow the teacher or his Association representative an opportunity to be heard at the meeting for which the grievance was scheduled. Within one (1) month from the hearing of the grievance, the Board shall render its decision in writing. The Board may hold future hearings therein or otherwise investigate the grievance, provided, however, that in no event except with express written consent of the Association shall final determination of the grievance be made by the Board more than one (1) month after the initial hearing.

A copy of the written decision of the Board shall be forwarded to the Superintendent for permanent filing, the building principal for the building in which the grievance arose, the grievant, and the secretary of the Association.

Level Four

1. If the Association is not satisfied with the disposition of the grievance at **Level Three**, it may, within ten (10) days after the decision of the Board, refer the matter for arbitration to the American Arbitration Association, in writing, and request the appointment of an arbitrator to hear the grievance. If the parties cannot agree upon an arbitrator, he shall be selected by the American Arbitration Association in accordance with its rules except each

party shall have the right to pre-emptorily strike not more than three from the list of arbitrators.

2. Neither party may raise a new defense or ground at Level Four not previously raised or disclosed at other written levels. Each party shall submit to the other party not less than three (3) days prior to the hearing a prehearing statement alleging facts, grounds and defenses which will be proven at the hearing and hold a conference at that time in an attempt to settle the grievance.
3. The decision of the arbitrator shall be final and conclusive and binding upon employees, the Board and the Association; subject to the right of the Board or the Association to judicial review, any lawful decision of the arbitrator shall be forthwith placed into effect.
4. Powers of the arbitrator are subject to the following limitations:
 - a. He shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
 - b. He shall have no power to establish salary scales or to change any salary.
 - c. He shall have no power to change any practice, policy or rule of the Board nor substitute his judgment for that of the Board as to the reasonableness of any such practice, policy, rule or any action taken by the Board.
 - d. In rendering decisions, an arbitrator shall give due regard to the responsibility of management and shall so construe the agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this Agreement.
 - e. He shall have no power to interpret state or federal law but must apply the law as it is written or interpreted by the courts.
 - f. He shall not hear any grievance previously barred from the scope of the grievance procedure.
5. After a case on which the arbitrator is powered to rule hereunder has been referred to him, it may not be withdrawn by either party except by mutual consent.
6. If either party disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall have jurisdiction to determine arbitrability. In the event that a case is appealed to the arbitrator on which he has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
7. More than one grievance may not be considered by the arbitrator at the same time except upon expressed written mutual consent.

8. The cost of arbitrator shall be borne equally by the parties except each party shall assume its own cost for representation including any expense of witnesses.
- F. Should the Association fail to institute a grievance within the time limits specified, the grievance will not be processed. Should the Association fail to appeal a decision within the limits specified, the grievance shall not be processed.
- G. The Association shall have no right to initiate a grievance involving the right of a teacher without his or her express approval.
- H. All preparation, filing, presentation or consideration of grievances shall be held at the times other than when a teacher or a participating Association representative are to be at their assigned duty stations.
- I. Where no wage loss has been caused by the action of the Board, the Board shall be under no obligation to make monetary adjustments and the arbitrator shall have no power to order one.
- J. Arbitration awards or grievance settlements will not be made 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 thirty (30) days prior to the date of which the grievance is filed.
- K. Grievance negotiations and arbitration matters shall be scheduled after the regular school day only. Under special Board consideration, a teacher engaged during the school day in negotiating on behalf of the Association with any representative of the Board or participating in any professional grievance negotiation, including arbitration at the request of the school Board or state labor mediation board shall be released from regular duties without loss of salary.

ARTICLE XVII

MISCELLANEOUS PROVISIONS

- A. The Board agrees at all times to maintain an adequate list of substitute teachers. Teachers shall be informed of a telephone number they must call to report unavailability for work. Calls should be made prior to one and one-half (1 1/2) hours of the commencement of scheduled classes.
- Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher. Teachers will not be required to accept additional duties or give up consultation or preparation periods to replace another teacher who had reported unavailability for work except when certified and qualified replacements are not available for proper supervision of students.
- B. The Board of Education and/or school personnel shall not cause the use of polygraph or lie detector devices in any investigation of any teacher or pupil.
- C. The Association shall deal with ethical problems arising under the Code of Ethics of the Education Profession in accordance with the terms thereof, and the Board recognizes that the Code of Ethics

of the Education Profession is considered by the Association and its membership to define acceptable criteria of professional behavior. A copy of the Code of Ethics of the Education profession shall be attached to the master contract.

- D. This Agreement shall supersede any rules, regulations or practices of the board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- E. Copies of this Agreement shall be printed at the expense of the Board with the mutual assistance of the H.E.A. and presented to all teachers now employed or hereafter employed by the Board.
- F. 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 that extent permitted by law, but all other provisions or application shall continue in full force and effect.
- G. A copy of the Board agenda will be posted at a suitable place in each building at the time of distribution to Board members.
- H. Teachers shall be paid on the basis of 26 equal pay periods per school year unless the teacher notifies the administration of their wish to receive 21 pays during the first week that school commences on a form provided by the administration. For those teachers receiving 26 pays, the remaining salary will be available on the second pay period in July if the Superintendent's office is notified in writing by June 1.
- I. Act of God Days - Calendar:
The calendars for the life of the contract are contained in Appendix C.
 - 1. a. Scheduled days of student instruction which are not held because of conditions not within the control of school authorities such as inclement weather, fires, epidemics, mechanical breakdowns, or health conditions as defined by the city, county or state health authorities, may be rescheduled at the discretion of the Board of Education within the guidelines described herein to insure that there are a minimum of one hundred eighty (180) days of actual student instruction. Teachers will receive their regular pay for days which are cancelled but shall work on any rescheduled days with no additional compensation.
 - b. The Board of Education shall not be required to cancel a "work day" (i.e., a day when teachers report but students are not in session such as an end of semester grading day, a parent-teacher conference day, or an in-service day) or that portion of any day which is scheduled to be a partial "work day" even though students do not report. However, the Board may do so in its discretion. The Board shall not be required to reschedule a "work day" or a partial "work day" which is cancelled, but may do so in its discretion.

- c. Total annual salary is based upon 189 days of work during the entire school year regardless of whether the days actually worked are the same as originally scheduled or are different from those originally scheduled due to rescheduling by the Board. Teachers will be paid an additional per diem rate only for any days which they are required to work as part of the regular school year beyond 189.

- d. In the event a teacher receives unemployment compensation benefits (which as used herein also includes "underemployment benefits") during the school year (associated with his/her regular teaching assignment) due to days of instruction not being held when scheduled because of conditions not within the control of school authorities as stated above, and those days of instruction are rescheduled so that the teacher works those instructional days at a later time, the teacher will have his/her pay adjusted, such that his/her unemployment compensation plus the salary paid to the teacher for the year will be equal to the annual salary he/she would have earned for the school year had there not been scheduled days of instruction cancelled for such reasons. This provision shall be subject to the following conditions:
 - (1) The total of unemployment compensation plus salary earned by employment in the district shall not be below that which the employee would have received had there not been any instructional days cancelled for such reasons.
 - (2) The total of unemployment compensation plus salary earned through employment in the district shall not be less than the teacher's salary from the same or similar period during the preceding school year.

- e. Should the legislature amend the existing statutes requiring the make-up of days of student instruction lost due to Acts of God, fire, storms, epidemics, mechanical breakdowns or health conditions as defined by city, county or state health authorities to a form of legislation not requiring the make-up of those days without the loss of state aid, it is agreed that such instruction days lost because of the aforementioned reasons will not have to be made up and will be administered in accordance with the past practice of this district.

- f. The order of make-up snow days, if necessary will be as follows:
 - (1) Half day for students during the first in-service day scheduled in January or after.
 - (2) Half day for students the last teacher work day.
 - (3) Remainder of week after school is out, if needed.
 - (4) Half day for students and teachers on the Friday after the spring parent/teacher conferences.
 - (5) First week after school is out.
 - (6) Second week after school is out.

ARTICLE XVIII

INSURANCE

A. Health Insurance:

The Board will contribute the following amounts toward health insurance.

Effective July 1, 1996

Single Subscriber	\$204.90
2 Persons	\$458.40
Full Family	\$509.24

Effective July 1, 1997, the Board will increase its contributions up to 5.0%. The teachers will be responsible for the increase above 5.0%.

B. Options: Those teachers not electing to take health insurance provided in paragraph A shall be entitled to take cash or options; or combination thereof, provided by MESSA and/or tax deferred annuities provided by MEAFS or other authorized annuities in the amount of \$154.70 per month. These options are available from and after September 1, 1996. Taxable options will be excluded.

C. Dental Insurance: The Board will continue to provide Delta Dental of Michigan Plan E-07 (80-80-80/\$800) during the life of the contract as follows:

1996 - 97 Effective July 1, 1996, full cost of the above plan.

1997 - 98 Effective July 1, 1997 the board will pay an amount up to 105% of Board contribution for 1996 - 97 school year;

It is understood that the portion of the 5% increase unused over the life of the contract may be carried over to the succeeding years.

D. Optical Insurance: Commencing September 1, 1995, the Board will provide MESSA VSP-2 optical insurance for teacher and their dependents.

E. The teachers working less than full-time shall receive pro rata benefits above specified provided those benefits are available under the policies above described.

F. The Board agrees, that upon request of the Association, the insurance coverage may be changed to a MESSA PAK provided there is no additional cost to the Board.

ARTICLE XIX

NO STRIKE AGREEMENT

The Association recognized that strikes, as defined by section 1 of Public Act 336 of 1947 of Michigan, as amended, by teachers, are contrary to law and public policy. The Board and the Association subscribe to the principle that differences shall be resolved by appropriate and peaceful means, in keeping with the high standards of the profession, without interruption of the school program. Accordingly, the Association agrees that during the term of this Agreement, it will not direct, instigate, participate in, encourage or support any strike against the Board by any teacher or group of teachers.

ARTICLE XX

COMPLETION OF AGREEMENT

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity is set forth in this Agreement. Therefore, the Board and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. Notwithstanding the foregoing, however, the parties agree that newly created positions during the life of the contract that are within the bargaining unit will be subject to negotiations between the parties.

ARTICLE XXI

DURATION OF AGREEMENT

This Agreement shall be effective as of August 25, 1996, and shall continue in effect for two (2) years until the 24th day of August, 1998. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

VAN BUREN COUNTY EDUCATION
ASSOCIATION/HARTFORD EDUCATION
ASSOCIATION (MEA/NEA)

Dated: 12-12-96

Harold Larson
Van Buren County Education
Association, Representative

Dated: 12-12-96

Carla Emppson
Hartford Education Association, President

Dated: 12-12-96

Deborah Stuel
Hartford Education Association
Negotiation Teacher Chairperson

HARTFORD BOARD OF EDUCATION

Dated: 12-12-96

Donald Doty
President

Dated: 12-12-96

Ed P. D. Woods
Secretary

Dated: 12/12/96

R. J. Coffey
Board Negotiator

APPENDIX A

A. New Teacher Supplement

The Board may offer new teachers with no teaching experience up to 100% of the increment between Step 1 and Step 2. Teachers who receive this extra amount the first year will be placed on the regular Step 2 the second year of teaching.

B. Longevity

	<u>1996-97</u>	<u>1997-98</u>
After completion of their 16th year of teaching in Hartford	\$700.00	\$800.00
After completion of their 20th year of teaching in Hartford	\$1,150.00	\$1,250.00
After completion of their 24th year of teaching in Hartford	\$1,300.00	\$1,500.00

Teachers Salary Schedule

1996-97

STEP	Bach. Degree	Bach. + 20 hr	Masters Degree	Masters + 15 hr
1	\$25,822	\$26,385	\$27,894	\$28,471
2	\$27,113	\$27,704	\$29,427	\$30,036
3	\$28,404	\$29,025	\$30,962	\$31,603
4	\$29,695	\$30,345	\$32,496	\$33,166
5	\$30,986	\$31,660	\$34,030	\$34,733
6	\$32,278	\$32,982	\$35,566	\$36,297
7	\$33,569	\$34,300	\$37,098	\$37,866
8	\$34,860	\$35,620	\$38,632	\$39,431
9	\$36,151	\$36,940	\$40,166	\$40,996
10	\$37,442	\$38,258	\$41,650	\$42,562
11	\$38,733	\$39,577	\$43,232	\$44,130
12	\$40,024	\$40,897	\$44,769	\$45,697
13	\$41,315	\$42,218	\$46,304	\$47,262
Long. 17	\$42,015	\$42,918	\$47,004	\$47,962
Long. 20	\$42,465	\$43,368	\$47,454	\$48,412
Long. 24	\$42,615	\$43,518	\$47,604	\$48,562

Teachers Salary Schedule

1997-98

STEP	Bach. Degree	Bach. + 20 hr	Masters Degree	Masters + 15 hr
1	\$26,571	\$27,150	\$28,703	\$29,297
2	\$27,900	\$28,508	\$30,280	\$30,907
3	\$29,228	\$29,867	\$31,860	\$32,520
4	\$30,557	\$31,225	\$33,438	\$34,128
5	\$31,885	\$32,579	\$35,017	\$35,741
6	\$33,214	\$33,939	\$36,598	\$37,350
7	\$34,542	\$35,295	\$38,175	\$38,965
8	\$35,871	\$36,653	\$39,752	\$40,575
9	\$37,199	\$38,011	\$41,331	\$42,185
10	\$38,528	\$39,368	\$42,858	\$43,797
11	\$39,857	\$40,725	\$44,486	\$45,410
12	\$41,185	\$42,083	\$46,067	\$47,023
13	\$42,514	\$43,442	\$47,647	\$48,633
Long. 17	\$43,314	\$44,242	\$48,447	\$49,433
Long. 20	\$43,764	\$44,692	\$48,897	\$49,883
Long. 24	\$44,014	\$44,942	\$49,147	\$50,133

APPENDIX B

EXTRA CURRICULAR SCHEDULE

Senior Class Advisor (+.5% Senior Trip Completed)	1.5%
Junior Class Advisor	1.5%
Sophomore Class Advisor	1%
Freshman Class Advisor	1%
Yearbook	5%
Student Council:	
High School	2%
Middle School	1%
Elementary (1% ea. Bldg.)	2%
Clubs Approved by Administration (min. of 10 members; beginning of ea. year a plan of goals & activities presented to principal)	1%
Chaperones - H.S. /M.S. (Dances, etc.)	\$ 15
Head Band Director	10%
Assistant Band Director	5%
Vocal Music (2 positions - 3% each)	6%
High School Musical Play Director	4%
Play Assistants (2-3)	2%/each
Middle School Musical Play Director	3%
Auditorium Director	5%
Computer Coordinator	6%
Cable Access Coordinator	8%
Weekend or vacation field trips	\$ 20
Driver Education:	
<u>Summer 1997</u>	<u>Summer 1998</u>
1st year	\$15.69 \$16.15
2nd year	\$16.92 \$17.41
3rd year	\$17.49 \$18.00

HIGH SCHOOL ATHLETIC SCHEDULE

Football:	
Head Coach	11%
Varsity Assistant	7%
Junior Varsity	6.5%
Junior Varsity Assistant	6%
Basketball:	
Varsity	11%
Junior Varsity	7%
Freshman	6%
Track:	
Varsity	8%
Varsity Assistant	5%
Cross Country:	
Varsity	6%
Wrestling:	

Varsity	9%
Volleyball:	
Varsity	9%
Junior Varsity	6%
9th Grade Volleyball	4%
Softball:	
Varsity	8%
Varsity Assistant	5%
Baseball:	
Varsity	8%
Varsity Assistant	5%
Cheerleading:	
Varsity	4%
Junior Varsity	3%
Basketball, Volleyball, Wrestling:	
Scorer	\$20/Game
Timer	\$20/Game
Athletic Director	15%

MIDDLE SCHOOL ATHLETIC SCHEDULE

Football - all coaches	5%/each
8th Grade Basketball	5%
7th Grade Basketball	5%
Volleyball:	
8th Grade Volleyball	4%
7th Grade Volleyball	4%
Wrestling	4%
Track	4%
Assistant Athletic Director	6%

ELEMENTARY ATHLETIC SCHEDULE

5th & 6th Grade Intramurals	1%
Football	1%
Basketball	1%
Volleyball	1%

Longevity Pay

Additional 10% of coaching salary for each five years experience, in Hartford, in the same sport, starting year 6, 11 and 16. Beginning with the 1986 - 1987 school year the most credit given will be for five years retroactive.

All extra curricular assignments will have a written job description.

Above percents apply to the salary schedule where the teacher is located or, if not on teacher staff, then on BA schedule commensurate with coaching experience in that particular sport.

HARTFORD PUBLIC SCHOOLS
SCHOOL CALENDAR
1996-1997

<u>WEEK OF</u>	<u>STUDENT ATTENDANCE DAYS</u>	<u>TOTAL</u>	<u>TEACHER CONTRACT DAYS</u>	<u>TOTAL</u>	<u>COMMENTS</u>
AUG 26-30	0	0	2	2	8/28 Teacher Orientation, 8/29 Teacher Work Day
SEPT 2-6	4	4	4	6	9/2 Labor Day; 9/3 1st Student Day - Full Day
SEPT 9-13	5	9	5	11	9/13 Inservice Day PM; Students AM only
SEPT 16-20	5	14	5	16	
SEPT 23-27	5	19	5	21	9/27 Early Release Inservice Day***
SEPT 30-OCT 4	5	24	5	26	
OCT 7-11	4	28	5	31	10/11 Inservice Full Day - NO STUDENTS
OCT 14-18	5	33	5	36	
OCT 21-25	5	38	5	41	
OCT 28-NOV 1	5	43	5	46	11/1 End of 1st Marking Period
					11/6 P/T Evening Conf; 11/7 Students ½ Day AM
NOV 4-8	5	48	6	52	11/7 P/T Conf AFT/EVE; 11/8 ½ Day AM Stud/Teachers
NOV 11-15	5	53	5	57	
NOV 18-22	5	58	5	62	11/22 Late Start Day Inservice***
NOV 25-29	3	61	3	65	11/28-29 Thanksgiving Break - NO SCHOOL
DEC 2-6	5	66	5	70	
DEC 9-13	5	71	5	75	12/13 Late Start Day Inservice***
DEC 16-20	5	76	5	80	
DEC 23-27		WINTER BREAK - NO SCHOOL			
DEC 30-JAN 3		WINTER BREAK - NO SCHOOL			
JAN 6-10	5	81	5	85	
JAN 13-17	5	86	5	90	1/17 End of 1st Semester

HARTFORD PUBLIC SCHOOLS
SCHOOL CALENDAR
1996-1997

<u>WEEK OF</u>	<u>STUDENT ATTENDANCE DAYS</u>	<u>TOTAL</u>	<u>TEACHER CONTRACT DAYS</u>	<u>TOTAL</u>	<u>COMMENTS</u>
JAN 20-24	5	91	5	95	
JAN 27-31	5	96	5	100	
FEB 3-7	5	101	5	105	
FEB 10-14	5	106	5	110	
FEB 17-21	5	111	5	115	2/21 Inservice Day PM; Students AM only
FEB 24-28	5	116	5	120	
MAR 3-7	5	121	5	125	
MAR 10-14	5	126	5	130	
MAR 17-21	4	130	5	135	3/21 Inservice Full Day - NO STUDENTS*** END OF 3RD MARKING PERIOD
					3/25 P/T Conf Evening; 3/26 Students ½ Day AM
MAR 24-28	4	134	5	140	3/26 P/T Conf AFT/EVE; 3/27 ½ Day AM Stud/Teachers
MAR 33-APR 4		SPRING BREAK - NO SCHOOL			3/28 Good Friday - NO SCHOOL
APR 7-11	5	139	5	145	
APR 14-18	5	144	5	150	
APR 21-25	5	149	5	155	4/25 Early Release Inservice Day***
APR 28-MAY 2	5	154	5	160	
MAY 5-9	4	158	5	165	5/9 Inservice Full Day - NO STUDENTS***
MAY 12-16	5	163	5	170	
MAY 19-23	5	168	5	175	
MAY 26-30	4	172	4	179	5/26 Memorial Day - NO SCHOOL
JUNE 2-6	5	177	5	184	6/1 Graduation; 6/9-10 Early Release for Exams
JUNE 9-13	3	180	4	188	6/11 Students' Last Day; 6/12 Teachers' Last Day
				189*	

*Teachers must attend one 2-hour live presentation by Dr. Glasser, and one 2-hour taped presentation on Professional Development.

***Indicates tentative inservice days pending scheduling of speakers and presentators.

LETTER OF UNDERSTANDING

The Hartford Board of Education and the Hartford Education Association agree to the calendar:

- A. The following calendar changes are agreed to for 1996-97.
1. The schools will not be open for students until Tuesday, September 3, 1996, thereby requiring that we need to make up four (4) student days.
 2. Middle School and Red Arrow will be open for teachers the week of August 26, 1996, which will allow the first day for teachers to be held, thereby requiring we make up four (4) teacher days. The first day (orientation day) will be on Wednesday, August 28, 1996. Teachers would have an inservice/room work day on Thursday, August 29, 1996. Hopefully the High School and Woodside can be occupied by teachers no later than the end of the week of August 26.
 3. The first day for students will be a full day. This will help offset the four (4) additional student half days that are being used for make-up days.
 4. The 990 instructional hours will be met. The changes should not require additional instructional hours, but if they do, they will be made up by having teachers supervise recesses.
- B. The four (4) student days can be made up by making the following changes:
1. Change two (2) of the full day inservice days to half day with students and half day inservice (two(2) student days make up);
 2. The two (2) days after Parent/Teacher Conferences (Friday, November 8 and Thursday, March 27), which were scheduled for no students and no teachers, would be changed to the following:
 - students and teachers a.m. only (two(2) student day make-up);

These days would count as two (2) full days for teachers, thus providing for two (2) teacher make up days.

The second P/T Conference falls on the Thursday before Good Friday, March 27, 1997 and is in conjunction with Spring Break. In order to prevent teachers who have already purchased/made non-refundable tickets/reservations for March 27, from losing money, they will be allowed to take a personal day. To be eligible for this, the teacher must be able to confirm, in writing, that they made these arrangements prior to August 14, 1996.

- C. The four (4) teacher days can be made up by making the following changes:
1. Have students and teachers attend in the morning of the two (2) days after P/T Conferences as described above (two(2) teacher make-up days);
 2. Teachers work on Thursday, August 29, 1996 (one (1) teacher make-up day),
 - teachers whose rooms were remodeled would be allowed to work in their room
 - teachers who did not have their rooms remodeled would have building curriculum, department, school improvement, etc. meetings.
 3. Teacher view two (2), 2-hour instructional programs/tapes during the 1996-97 school year (one (1) teacher make-up day),
 - teachers will watch a minimum of one (1), 2-hour live Glasser program or an alternative program/tape as approved by the principal. The alternate program/tape is for the teachers who are knowledgeable of Glasser's program.
 - teacher will watch a minimum of one (1) tape unless they have watched two (2) live programs.
 - the programs will be viewed from 4:00 p.m. to 6:00 p.m. in a school building and a written attendance record kept.
- D. Six (6) Inservice Days - Six (6) full days of Inservice will be scheduled. The Board may consider, upon recommendations from the District School Improvement Steering Committee, having some of these days half days for inservice with the other half day for school improvement and/or curriculum meetings. Also, the other half day may be scheduled with students provided a different regular full student day would be scheduled for a half day with students. The remaining half day will be utilized for inservice or curriculum.
- E. High School Second Semester Exam Schedule.
- Two Exams each day
 - Every Teacher must give exams
 - Early Release for all K-12 students on exam days 3 and 4
 - Day 1, 1 exam 2 class periods, full teacher and student day
 - Day 2, 2 exams 4 class periods, full teacher and student day
 - Day 3, 2 exams 4 class periods, early student release
 - Day 4, 2 exams 4 class periods, early student release
 - Last day - no students/Teachers all day

The parties may agree to amend this examination schedule.

F. Parent/Teacher Conferences - Per last Spring's original schedule.

	Monday	Tuesday	Wednesday	Thursday	Friday
A.M.	S	S	S	S	No School
P.M.	S	S	S	Conferences/ Secondary Inservice	No School
Evening			Conferences	Conference	

This is a five-day teacher equated work week:

The Spring P/T Conferences will be held the last week of March.

- G. Change two (2) of the current four (4) late start days (10:00 a.m.) to two (2) early release days for students. Early release will be two (2) hours earlier than normal.

The 1997-98 calendar will follow the same format as the 1996-97 calendar and will utilize the same number of student days (180) and teacher days (189). However, it is recognized by both the Association and Board that inservice days and other days may have to be scheduled differently to accommodate a delay in the starting of school due to construction.

HARTFORD BOARD OF EDUCATION

Dated: 12/12/96

By Paul J. Ellinger

Dated: 12/12/96

By M. J. DeLoach

VAN BUREN COUNTY EDUCATION
ASSOCIATION/HARTFORD EDUCATION
ASSOCIATION (MEA/NEA)

Dated: 12-12-96

By Carla Simpson

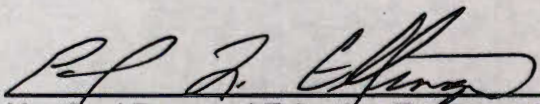
Dated: 12-12-96

By Harold Lane

LETTER OF UNDERSTANDING
BETWEEN THE
HARTFORD BOARD OF EDUCATION
AND THE
VBCEA/HARTFORD EDUCATION ASSOCIATION, MEA-NEA

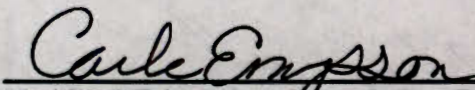
The below parties agree to the following concerning the changes in work schedule for the Elementary Migrant/Bilingual Teachers:

1. The changes will be considered non-precedent setting.
2. The changes will revert back to the regular time schedule at the end of the 1997-98 school year unless the parties agree otherwise.
3. The changes are on file in the Superintendent's office.



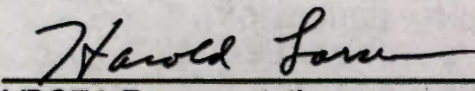
Hartford Board of Education Representative

12/12/96
Date



Hartford Education Association Representative

12-12-96
Date



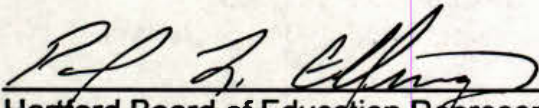
VBCEA Representative

12-12-96
Date

**LETTER OF UNDERSTANDING
BETWEEN THE
HARTFORD BOARD OF EDUCATION
AND THE
VBCEA/HARTFORD EDUCATION ASSOCIATION, MEA-NEA**

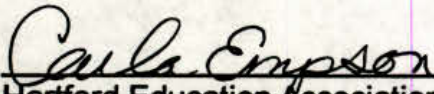
The below parties agree to the following:

The Association and Board agree to establish two joint committees. One committee will make recommendations concerning revising the Non-Coaching Extra Duty Schedule. The second will discuss the concept of "Flexible Hours". Any recommended changes to the Master Agreement must be approved by the Board and the Association.



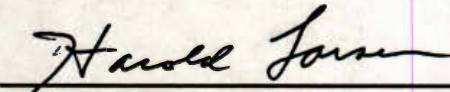
Hartford Board of Education Representative

12/12/96
Date



Hartford Education Association Representative

12-12-96
Date



VBCEA Representative

12-12-96
Date

**LETTER OF UNDERSTANDING
BETWEEN THE
HARTFORD BOARD OF EDUCATION
AND THE
VBCEA/HARTFORD EDUCATION ASSOCIATION, MEA-NEA**

The Hartford Board of Education and the Hartford Education Association agree to allow the creation of a "zero hour" of scheduled classroom instruction for the 1996-97 and 1997-98 school years. This "zero hour" will be scheduled from 7:00 a.m. to 7:49 a.m. each scheduled student day as agreed upon between the Hartford Board of Education and the Hartford Education Association in the master 1996-98 School Calendar.

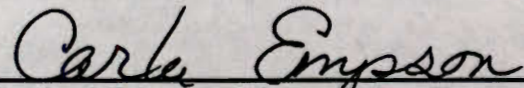
For the purpose of the "zero hour" the above parties agree to amend Article V, Section I for the senior high school teaching only.

The above stated amendment is for offering the instruction of high school jazz band for the 1996-97 and 1997-98 school years only. The jazz band instructor shall not be assigned a first hour class or conference period, and the total class periods of instruction and conference including the "zero hour" shall not be more than a normal teaching assignment of seven (7) periods.



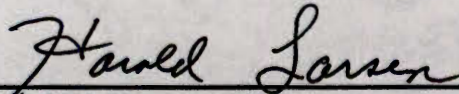
Hartford Board of Education Representative

12/12/96
Date



Hartford Education Association Representative

12-12-96
Date



VBCEA Representative

12-12-96
Date

