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OFFICE OF PROFESSIONAL NEGOTIATIONS  
Michigan Education Association

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*Reg. 5*

AGREEMENT

between the

HARTFORD BOARD OF EDUCATION

and the

HARTFORD EDUCATION ASSOCIATION

*Hartford Bd. of Educ.*

*MEA*  
*1216 Kendale*  
*E. Lansing, Mi.*  
*48823*

The Hartford Public School System

Hartford, Michigan

AGREEMENT BETWEEN THE  
HARTFORD BOARD OF EDUCATION  
and the  
HARTFORD EDUCATION ASSOCIATION

This Agreement entered into this first day of July, 1966 by and between the Board of Education of the School District of Hartford, Michigan, hereinafter called the "Board", and the Hartford Education Association, hereinafter called the "Association".

WITNESSETH

WHEREAS the Board and the Association recognize and declare that providing a quality education for the children of Hartford is their mutual aim and that the character of such education depends predominantly upon the quality and morals of the teaching service, and

WHEREAS the members of the teaching profession are particularly qualified to assist in formulating policies and programs designed to improve educational standards, and

WHEREAS the Board has a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with the Association as the representative of its teaching personnel with respect to hours, wages, terms and condition of employment.

WHEREAS the parties, following extended and deliberate professional negotiations, have reached certain understandings which they desire to memorialize,

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I

Recognition

A. The Board hereby recognizes the Association as the exclusive bargaining representative to the extent required by Act 379 of the Public Acts of 1965 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 who teach a minimum of 90 days, guidance counsellors, librarians, and substitutes placed on schedule with reference to Board policy concerning substitute teachers, but excluding supervisory and executive personnel and office and clerical 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, and references to male teachers shall include female teachers.

B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, provided that the Association has been given opportunity to be present at such adjustment.

C. Within thirty days of the beginning of their employment hereunder, teachers may sign and deliver to the Board an assignment authorizing deduction of membership dues or assessments of the Association (including the National Education Association and the Michigan Education Association) upon such conditions as are mutually agreed upon by the Board and the Association. Such sum shall be deducted as dues from the regular salaries of all teachers and remitted not less frequently than monthly to the Association.

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

## ARTICLE II

### Teacher Rights

A. Pursuant to Act 379 of the Public Acts of 1965, 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. As a duly elected body exercising governmental power under cover of law 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 any rights conferred by Act 379 or other laws of Michigan or Constitutions of Michigan and the United States; 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 Board specifically recognizes the right of its employees appropriately to invoke the assistance of the State Labor Mediation Board, or a mediator from such public agency, to return at which time the Association comes to grievance procedure.

C. 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 boards and other established media of communication shall be made available to the Association and its members.

D. The Board agrees to furnish to the Association in response to reasonable requests from time to time all available information concerning the financial resources of the district, tentative budgetary requirements and allocations and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students, together with information which may be necessary for the Association to process any grievance or complaint.

### ARTICLE III

#### Professional Compensation

A. The salaries of teachers covered by this agreement are set forth in Schedule A which is attached to and incorporated in this agreement. Such salary schedule shall remain in effect during the three-year term of this agreement, provided, however, that upon written notice to the other party at least thirty (30) days prior to the first day of March of every year of this agreement, either party may request the reopening of negotiation of such salary schedule.

B. The school calendar, once adopted, will not be changed without negotiating with Professional Negotiations Committee. Teachers shall not be required to report more than two days prior to the beginning of classes in the fall or to remain more than two days after the official date of adjournment in the spring, as noted in the school calendar, excluding official holidays and weekends.

C. A teacher engaged during the school day in negotiating in 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.

D. The Board will grant a maximum of ten days of paid release time to the H.E.A., not to include the two days allowed for the fall regional meetings, to participate in N.E.A. or M.E.A. activities. Such released time will be subject to the approval of the executive board of the H.E.A.

## ARTICLE IV

### Teaching Loads and Assignments

A. The normal weekly teaching load in the junior-senior high school will include one normal class period daily for preparation. The normal weekly teaching load in the elementary school be thirty (30) teaching periods per group, as assigned.

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 a 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 unless the teacher requests such change.

## ARTICLE V

### Teaching Conditions

The parties recognize that the availability of optimum school facilities for both student and teacher is desirable to insure the high quality of education that is the goal of both teacher and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed at insuring that the energy of the teacher is primarily utilized to this end.

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 material, such time not to take place later than the appointed time for the Board to submit their annual budget to the county allocation committee. Either organization may initiate such action.

B. The Board shall make available in each school adequate lunch-room, rest rooms and lavatory facilities exclusively for teacher use and at least one room, appropriately furnished, which shall be reserved for use as a faculty lounge in which smoking shall be permitted.

C. Telephone facilities shall be made available to teachers for their reasonable use. School business is anything connected with the daily operation of a school building involving plans that effect the welfare and education of the student.

Personal business of an emergency nature will include any call 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. Adequate parking facilities shall be made available to teachers for their exclusive 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. The private and personal life of any teacher is not within the appropriate concern or attention of the Board.

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 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. 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 and the constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right.

- (1) to the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees;
- (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.

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 VI

### Vacancies and Promotions

A. Whenever any vacancy in any professional position 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 have been posted for at least fifteen 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 therefor 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. "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 non-certified personnel.

## ARTICLE VII

### 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 unrequested transfers of teachers are to be minimized and avoided whenever possible.

B. In the event that transfers of teachers appear to be necessary, lists of available positions in other schools shall be posted in the same manner as provided in Article VI.

C. Any teacher who shall be assigned to a supervisory or executive position and shall later return to a teacher status shall be entitled to retain such rights as he may have had under this agreement prior to such transfer to supervisory or executive status.

## ARTICLE VIII

### Leave Pay

A. Teachers with less than ten years service to the school district shall be granted ten days sick leave per year accumulative at the rate

of one day per month to a maximum of sixty days. Teachers with more than ten years service to the school district shall be granted days for sick leave under the same procedure as outlined for teachers with less than ten years service; and in addition, teachers with more than ten years service to the district shall be eligible for up to thirty consecutive days emergency sick leave over and above their regular accumulated leave. Emergency sick leave is to be defined as continued serious illness requiring hospitalization or confinement at home as ordered by a physician.

B. Any teacher in the employ of the Board may use eight days paid sick leave in case of death or serious illness in his immediate family. Immediate family means husband, wife, children, and any other members of the same home as father and mother, brothers and sisters, grandfather and grandmother, father-in-law and mother-in-law.

C. All teachers in the employ of the Board will be granted one paid leave day per year for personal business. The teacher will notify the building principal or superintendent as far in advance as possible of using the leave.

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.

## ARTICLE IX

### Teacher Loads

The Board of Education recognizes the need for control of class size but that no definite number can be affixed so as to prove or disprove whether a good teaching situation exists, but both parties shall strive for as follows:

Kindergarten	25 pupils
Early Elementary	25 pupils
Later Elementary	30 pupils

### Secondary Level Classes

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



## ARTICLE X

### Teaching Hours

A. Teachers normal teaching hours in the elementary and junior-senior high shall begin one-half hour prior to the commencement of regularly scheduled classes and end one quarter hour after regularly scheduled classes have been adjourned but not prior to bus departure.

B. Elementary schedule shall include two 15 minute recess periods daily, which shall serve as a break for both student and teacher, weather permitting.

C. Teachers will not be compelled to participate in activities with children not of their own planning or that of their building, however, teachers will be expected to share the burden of chaperoning duties as they apply to their building so as not to cause undue pressure on a few members.

D. Before the adoption of the annual school calendar, it shall be submitted to the H.E.A. for their consideration and recommendations.

## ARTICLE XI

### Teacher Evaluation

A. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.

B. Each teacher shall have the right upon written request to review by appointment the contents of his own personal file. A representative of the Association may be requested to accompany the teacher in such review.

C. A teacher shall at all times be entitled to have present a representative of the Association when he is being reprimanded, warned or disciplined for any infraction of discipline or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present. In the event that no conference is scheduled within a 24 hour period, from the time of the request, the teacher shall be required to come forward without such representation.

D. No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such discipline, reprimand or reduction in rank, compensation or advantage, including violation of professional ethics asserted by the Board or any violation of professional ethics asserted by the Board or any agent or representative thereof shall be subject to the professional grievance negotiations procedure hereinafter set forth.

E. If a teacher is not satisfied with his evaluation the H.E.A. may be requested to review said evaluation. The Association may then request a re-evaluation by the administration to assure a just and impartial examination.

## ARTICLE XII

### Leaves of Absence

A. A maternity leave shall be granted without pay, commencing not later than the end of the sixth month of pregnancy, except that when this date falls within one school month of the end of the semester the teacher may be permitted to complete the semester. The teacher, upon written notice, shall be entitled to the first open position at any time within five years, and will be assigned in whatever area in which a vacancy may exist.

B. Any teacher who joins the Peace Corps as a full-time participant in such program for two 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 the agreement.

C. Military leaves of absence shall be granted to any teacher, while under contract to Hartford Public Schools, who shall be inducted or shall enlist for military duty to any branch of the armed forces of the United States. Such leave of absence is not to extend beyond the first period of enlistment unless otherwise extended beyond his control.

Teachers of military leave shall be given the benefit of any increments in salary as if they had remained in active service to the school system.

D. The Board shall grant a leave of absence without pay to any teacher to serve in a public office, of not to exceed one 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.

## ARTICLE XIII

### Protection of Teachers

A. The Board of Education and administrator 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 special counsellors, social workers, law enforcement personnel, physicians or other professional persons, the Board will take necessary steps to relieve the teacher of responsibilities with respect to such pupil.

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 an occurrence. The Board will provide legal counsel to advise the teacher of his 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. In the event that a member of the teaching staff should suffer to have legal action against him after having taken disciplinary action against a student the Board will provide legal assistance on their behalf.

D. Time lost by a teacher in connection with any incident mentioned in this article shall not be charged against the teacher, if absolved of responsibility.

E. The Board of Education will reimburse teachers for loss, damage or destruction of clothing or personal property reported at the time of the incident as a result of personal assault or vandalism in the school or on the school premises except such happenings as are due to personal carelessness.

F. Any complaints by a parent of a student directed toward a teacher shall be called to the teachers attention at the discretion of the administration and Board of Education with the best interests of the teacher in mind. 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.

G. 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 XIV

##### Negotiation Procedures

A. It is contemplated that matters not specifically covered by this Agreement, but of common concern to the parties, shall be subject to professional negotiations when a working condition arises that requires discussion of either party. The parties undertake to cooperate in arranging meetings, selecting representatives for such discussion, furnishing necessary information and otherwise constructively considering

and resolving any such matters.

B. In the event the salary schedule is reopened for negotiations, by either party of this Agreement, the parties will promptly negotiate for the purpose of reaching an agreement upon a revised salary schedule. At least ninety days prior to the expiration of this Agreement, the parties will likewise begin negotiations for a new agreement covering wages, hours, terms and conditions of employment of teachers employed by the Board.

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

D. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the State Labor Mediation Board or take any other lawful measures it may deem appropriate.

#### ARTICLE XV

##### Professional Grievance Negotiation Procedure

A. Any teacher, group of teachers or the Association believing that there has been a violation, misinterpretation or misapplication of any provision of this Agreement relating to wages, hours, terms or conditions of employment, may file a written grievance with the Board or its designated representative. The Board hereby designates as its representative for such purpose the principal in each school building and the superintendent of schools when the particular grievance arises in more than one school building.

B. Within five school days of receipt of the grievance the designated representative of the Board shall meet with the designated representative of the Association in an effort to resolve the grievance. Affected teachers may or may not be present at such meeting. If the meeting is with the school principal and the parties cannot agree, the grievance shall be promptly transmitted to the Superintendent who shall have five school days thereafter to approve or disapprove the grievance. The grievance may be transmitted directly to the Superintendent only if the principal is directly involved. He shall have ten school days from receipt to approve or disapprove it. If the grievance shall be denied by the Superintendent, the grievance shall immediately be transmitted

to the secretary of the Board, with a statement of reasons why it is being disapproved.

C. Immediately upon receipt of the grievance, the secretary of the Board shall cause to have such grievance scheduled as an agenda item at the next regularly scheduled Board meeting. At this time the Board may resolve the grievance. If unresolved the Board shall hold a hearing thereon, or designate one or more of its members to hold a hearing or otherwise investigate the grievance, or prescribe such procedure as it may deem appropriate for consideration of 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 20 school days after its submission to the Board.

D. If the decision of the Board is not satisfactory to the Association, the grievance may be submitted to arbitration by a Board which shall consist of one member of the board, one member of the Hartford Education Association and the third person satisfactory to the board and the Hartford Education Association. Neither party shall be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed. The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.

E. If any teacher for whom a grievance is sustained shall be found to have been unjustly discharged, he shall be reinstated with full reimbursement of all professional compensation lost. If he shall have been found to have been improperly deprived of any professional compensation or advantage, the same or its equivalent in money shall be paid to him.

F. The costs of any arbitration under this Article shall be shared equally by both parties.

G. For administrative convenience, the Board may cause complaints which may be subject of grievance under this Article first be presented in writing to a department head, assistant principal or other school employee, for informal processing, in an effort to reduce the number of formal grievances handled under the professional grievance procedure herein established. The parties shall mutually work out procedures for such informal processing upon request, but exhaustion of such informal procedures shall not be required as a condition precedent to invoking the grievance procedure, nor shall the participation of department heads, assistant principals or other employees in such informal procedures be deemed to be a supervisory or executive function.

## ARTICLE XVI

### 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 by 7:00 a.m. to report unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher.

B. The board of education and/or school personnel shall not cause the use of a polygraph or lie detector device 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.

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 and presented to all teachers now employed or hereafter employed by the Board.

F. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

G. Teachers hired shall receive up to and including ten years credit for previous experience.

## ARTICLE XVII

### Duration of Agreement

This agreement shall be effective as of July 1, 1966 and shall continue in effect for three (3) years until the 30th day of June, 1969. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

HARTFORD PUBLIC SCHOOLS  
SALARY SCHEDULE FOR 1966-67

Year of Experience	Index %	B.A.	M.A.	Year
1		\$5,200	\$5,500	1
2	3	5,356	5,665	2
3	4	5,564	5,885	3
4	3	5,720	6,050	4
5	4	5,928	6,270	5
6	4	6,136	6,490	6
7	3	6,292	6,655	7
8	3	6,448	6,820	8
9	4	6,656	7,040	9
10	4	6,864	7,260	10
11	4	7,072	7,480	11
12	4	7,280	7,700	12

Full Credit for experience in any school up to 10 years to be allowed.

SUPPLEMENTARY PAY. Percentages to be computed on the teachers basic salary.

Head Coaches:		Varsity Ass't Coaches:		Ass't Coaches- Jr. Hi.	
Football	10%	Football	6%	Football	5%
Basketball	10%	Basketball	6%	Basketball	5%
Baseball	5%				
Track	5%				
		Basketball Timer	\$ 75.00		
		Basketball Scorer	100.00		
Athletic Director	12%	Cheerleader Sponsor	3%		
Band Director	6%				
Play Director	3%	(2 plays)			
Class Sponsors:					
Senior	\$ 75.00				
Junior	150.00				
Annual	4%				
Shadow	4%				