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6068

MASTER AGREEMENT

BETWEEN

**HART PUBLIC SCHOOLS
BOARD OF EDUCATION**

AND

HART EDUCATION ASSOCIATION

1998 - 2001

Hart Public Schools

MASTING AGREEMENT

BETWEEN

THE BOARD OF DIRECTORS
OF THE

AND

THE INTERNATIONAL UNION OF

1988 - 2001

TABLE OF CONTENTS

	WITNESSETH.....	1
	AGREEMENT.....	1
ARTICLE I.....	RECOGNITION.....	2
ARTICLE II.....	BOARD RIGHTS.....	3
ARTICLE III.....	TEACHER RIGHTS.....	4
ARTICLE IV.....	AGENCY SHOP	7
ARTICLE V.....	TEACHING HOURS.....	9
ARTICLE VI.....	CLASS SIZE.....	10
ARTICLE VII.....	TEACHING CONDITIONS.....	12
ARTICLE VIII.....	VACANCIES AND PROMOTIONS.....	14
ARTICLE IX.....	TRANSFERS.....	16
ARTICLE X.....	LEAVES.....	17
ARTICLE XI.....	TEACHER ASSIGNMENTS.....	21
ARTICLE XII.....	TEACHER EVALUATION.....	22
ARTICLE XIII.....	PROTECTION OF TEACHERS.....	24
ARTICLE XIV.....	LAYOFF AND RECALL.....	26
ARTICLE XV.....	GRIEVANCE PROCEDURE.....	28
ARTICLE XVI.....	NO STRIKE.....	31
ARTICLE XVII.....	NEGOTIATION PROCEDURE.....	32
ARTICLE XVIII.....	MISCELLANEOUS PROVISIONS.....	33
ARTICLE XIX.....	SUBSTITUTES.....	35
ARTICLE XX.....	FRINGE BENEFITS.....	36
ARTICLE XXI.....	PROFESSIONAL COMPENSATION.....	40
ARTICLE XXII.....	MENTOR TEACHERS.....	43
ARTICLE XXIII.....	DURATION OF AGREEMENT.....	44

TABLE OF CONTENTS

CHAPTER I	1
CHAPTER II	10
CHAPTER III	20
CHAPTER IV	30
CHAPTER V	40
CHAPTER VI	50
CHAPTER VII	60
CHAPTER VIII	70
CHAPTER IX	80
CHAPTER X	90
CHAPTER XI	100
CHAPTER XII	110
CHAPTER XIII	120
CHAPTER XIV	130
CHAPTER XV	140
CHAPTER XVI	150
CHAPTER XVII	160
CHAPTER XVIII	170
CHAPTER XIX	180
CHAPTER XX	190
CHAPTER XXI	200
CHAPTER XXII	210
CHAPTER XXIII	220
CHAPTER XXIV	230
CHAPTER XXV	240
CHAPTER XXVI	250
CHAPTER XXVII	260
CHAPTER XXVIII	270
CHAPTER XXIX	280
CHAPTER XXX	290
CHAPTER XXXI	300
CHAPTER XXXII	310
CHAPTER XXXIII	320
CHAPTER XXXIV	330
CHAPTER XXXV	340
CHAPTER XXXVI	350
CHAPTER XXXVII	360
CHAPTER XXXVIII	370
CHAPTER XXXIX	380
CHAPTER XL	390
CHAPTER XLI	400
CHAPTER XLII	410
CHAPTER XLIII	420
CHAPTER XLIV	430
CHAPTER XLV	440
CHAPTER XLVI	450
CHAPTER XLVII	460
CHAPTER XLVIII	470
CHAPTER XLIX	480
CHAPTER L	490

TABLE OF CONTENTS (continued)

	REQUEST FOR MENTOR PAY.....	45
APPENDIX A.....	TEACHER EVALUATION.....	46
APPENDIX B.....	98-99 SCHOOL CALENDAR.....	50
	99-00 SCHOOL CALENDAR.....	51
	00-01 SCHOOL CALENDAR.....	52
SCHEDULE A.....	PROFESSIONAL COMPENSATION.....	53
SCHEDULE B.....	EXTRA-CURRICULAR COMPENSATION.....	56
	MEMO OF UNDERSTANDING.....	59

(Hart Public Schools Teacher Master Agreement - 1998-2001)

WITNESSETH

WHEREAS, the Board of Education is required by law to negotiate with the Hart Education Association on wages, hours, and other terms and conditions of employment of teachers through negotiations in good faith, have reached agreement on all such matter and desire to execute this contract covering such agreement.

AGREEMENT

THIS AGREEMENT, entered into this 30th day of August, 1999, by and between the Board of Education of the Hart Public Schools of Hart, Michigan, hereinafter called the "Board" and the Hart Education Association, hereinafter called the "Association".

WINTER

WINTER is the season of the year when the days are short and the nights are long. It is the season when the leaves have fallen from the trees and the ground is covered with snow. It is the season when the weather is cold and the wind is strong.

SUMMER

SUMMER is the season of the year when the days are long and the nights are short. It is the season when the leaves are green and the ground is warm. It is the season when the weather is hot and the sun is bright.

ARTICLE I
RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section XI of Act 336, Public Acts of 1947, as amended, for all professional personnel who are employed full-time, part-time, per diem, or day-to-day by the District. Excluded from the unit are persons employed as full-time and part-time principals; other supervisory or executive personnel; other not identified above. In the event the parties cannot agree, through the bargaining process as to whether or not a new position belongs in the unit they shall file a joint petition to MERC requesting a determination on the matter. The term "teacher" when used hereinafter in this agreement, shall refer to all employees represented by the Association bargaining unit as defined above.
- B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention by the Association, if the adjustment is not inconsistent with the terms of the Agreement, provided that the Association has been given opportunity to be present at such adjustment.
- C. Within thirty (30) days of the beginning of the school year, a teacher's individual employment, or the ratification of the Agreement, teachers may sign and deliver to the Board an assignment authorizing deduction of membership dues and/or assessments of the Association (including the National and Michigan Education Associations), and deductions for life insurance, annuities, credit unions, provided it does not present any unreasonable demands in the bookkeeping department, plus any other specific deductions authorized by the administration.
- D. Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under the Michigan General School Laws.

ARTICLE II
BOARD RIGHTS

Subject to the provisions of this Agreement, the Board on its own behalf and on behalf of the electors of the district reserves unto itself full rights, authority and discretion in the discharge of their duties and responsibilities to control, supervise and manage the Hart School District under the laws and the Constitution of the State of Michigan and the United States.

The exercise of the foregoing rights, authority and discretion shall be limited only by the terms of this Agreement and then only to the extent such terms hereof are in conformance with the Constitution and laws of the United States.

**ARTICLE III
TEACHER RIGHTS**

- A.** Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every teacher employed by the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color 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 applicable statutes; that it will not discriminate against any teacher with respect to hours, wages or any terms or conditions of employment by reason of his/her membership in the Association or collective professional negotiations with the Board, or his/her institution of any grievance, complaint or processing under this Agreement, or otherwise with respect to any terms or conditions of employment.
- B.** The Board specifically recognizes the right of its teachers appropriately to invoke the assistance of the Michigan Employment Relations Commission, or a mediator from such public agency.
- C.** The Association and its members shall have the right to use school building facilities at all reasonable hours for meetings which are scheduled with the building principal, provided that such meetings do not conflict with regularly scheduled school activities, and responsibility for excessive clean-up is borne by the Association. Faculty room bulletin boards 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 such information concerning the financial resources of the district such as, but not limited to: certified audit, Form B., bargaining unit salaries, experience steps, extra duty salary

schedule paid to teachers under Schedule B, and any all other information that law may allow, to assist the Association in negotiations and in the processing of any grievance.

- E. It is the responsibility of the individual teacher to supply the Board with adequate certification to cover the current school year. Individual contracts shall terminate if the holder's permit or certificate expires and is not immediately renewed or if the certificate is suspended or revoked by proper legal authority and, or at such time as the employing district is able to secure the services of a qualified teacher holding a valid and appropriate permit or certificate. The Board agrees to inform each teacher of his/her certification.
- F. No teacher shall be disciplined (including warnings, reprimands, suspensions, discharges, or other actions of a disciplinary nature) without just cause. The specific grounds forming the basis for disciplinary action will be made available to the teacher and the Association in writing.
- G. A teacher shall be entitled to have present a representative of their choice from their building whenever they are called to an administrative office for the purpose of a disciplinary interview. 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.
- H. The Board agrees to follow a practice of progressive discipline. Disciplinary action taken against a teacher shall be appropriate to the behavior which precipitated said action. The parties recognize that certain behavior will justify discharge on its first occurrence.
- I. Any complaint made, or information supplied, against a teacher that has not been called to the attention of the teacher may not be used as the basis of any disciplinary action against the teacher. Nor shall such complaint or information be placed in the personnel file of a teacher without the teacher's knowledge.

J. Each teacher shall have the right upon request to review the contents of his/her personnel file. A representative of the Association may, at the teacher's request, accompany the teacher in this review.

ARTICLE IV

AGENCY SHOP

- A. Any employee who is a member of the Hart Education Association (Union), or who has applied for membership, may sign an assignment authorizing the deduction of professional dues in the Union, the amount of which shall be established by the Union. Such authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of any year. Pursuant to such authorization, the Board shall deduct the designated amount of such dues, assessments and contributions from the regular salary check of the bargaining unit member each month until such time as the full dues, assessments and contributions are paid in full.
- B. Any bargaining unit member who is not a member of the Union, who is not a member of the Union in good standing, or who does not make application for membership within thirty (30) days from the first day of active employment, shall pay a Representation Fee to the Union, pursuant to the Union's "Policy Regarding Objections to Political-Ideological Expenditures" and the Union's administrative procedures adopted pursuant to that policy. The Representative Fee shall not exceed the maximum permitted under the law. The bargaining unit member may pay such fee directly to the Union or authorize payment through payroll deduction, as herein provided. In the event that the bargaining unit member shall not pay such Representative Fee directly to the Union, or authorize payment through payroll deduction, the Employer, shall pursuant to MCLA 408.477; MSA 17.277(7), and at the request of the Union, deduct the Representative Fee from the bargaining unit member's wages and remit same to the Union.
- C. The remedies set forth in the Union's 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 bargaining unit member concerning the application and interpretation of the Article shall be subject to the grievance

procedure set forth in the Agreement, or any other administrative or judicial procedure. The Union shall provide to all non-members copies of the Union's Policy and Procedures.

- D. Due to certain requirements established in recent court decisions, the parties acknowledge that the amount of the fee charged to non-members, along with other required information, may not be available and transmitted to non-members until mid school year. Consequently, the parties agree that the procedures in this Article relating to the payment, or non-payment, of the representative fee by non-members shall be activated thirty (30) days following the Union's notification to non-members of the fee for that given school year. In such event, it is agreed that the employee remains obligated for the entire annual representative fee.

- E. The Union agrees to indemnify and save the Board, including individual Board members and their agents, harmless against any and all claims, demands, awards, judgments, suits, or other forms of liability by reason of action taken, or not taken, by the Board, or its designated agent, for the purpose of complying with the provisions of the Agency Shop agreement herein contained.

- F. In the event of any legal action against the Board because of its compliance with this Article, the Union agrees to defend such action at its own expense and through its own counsel.

ARTICLE V
TEACHING HOURS

- A. No teacher shall be required to remain at school in excess of seven hours and 15 minutes per day continuous, except provided in other specific provisions of this agreement. Except in unusual circumstances or an emergency a teacher will not be required to spend in excess of 315 minutes per day actually performing classroom teaching. An attempt will be made to keep the number of academic preparations on the secondary level to a minimum. Teachers may leave on Friday and days before vacation when the buses have left the premises.
- B. All teachers shall have a duty free uninterrupted lunch period of at least thirty (30) minutes.
- C. Each teacher shall have a preparation period(s) of at least sixty (60) minutes of which fifty (50) minutes shall be of a continuous time period. The preparation period will be a duty period in which teachers will prepare lessons, correct students' papers and be available for student, parent, or administrative conferences.
- D. No teacher will be scheduled to start any earlier than 7:30 a.m. or later than 8:30 a.m.
- E. Elementary teachers will have four (4) fifteen (15) minute duty free recesses each week. Each teacher will help supervise one (1) recess per week. Additional recess periods, if needed by grades Kindergarten through six, will be under the supervision of the teacher.
- F. Senior high school teachers will teach three (3) classes of eighty-five (85) minutes each. In addition, no more than ten (10) minutes will be allowed between classes for students to change classes.
- G. Middle school teachers will teach five (5) fifty (50) minute periods, and teach a twenty (20) minute advisory period.

**ARTICLE VI
CLASS SIZE**

- A. The parties recognize that the availability of optimum school facilities for both students and teachers is desirable to insure the high quality of education that is the goal of both teachers and the Board.
- B. Because the pupil-teacher ratio is an important aspect of the effective educational program, the parties agree that class size shall be as follows:
- (1) Kindergarten 26 pupils (provided a class does not exceed 28, the A.M. and P.M. Kindergarten classes of an individual teacher may be averaged to determine overload)
 - (2) Elementary Grades not more than 30 pupils
 - (3) Special Education State Limits including sought and granted deviations

the daily per teacher student load in secondary (middle school and high school) shall be as follows as it relates to the block schedule:

MIDDLE SCHOOL CLASS SIZE

English and Language Art- 5 classes with a limit of no more than 105 students per day
Physical Education - 5 classes with a limit of no more than 200 students per day
Band - 5 classes with a limit of no more than 200 students per day
All others - 5 classes with a limit of no more than 125 students per day

HIGH SCHOOL CLASS SIZE

Industrial Arts - 3 classes with a limit of no more than 75 students per day

English & Foreign Language-3 classes with a limit of no more than 75 students per day

Physical Education - 3 classes with a limit of no more than 120 students per day

Band - 200 students per day

All Others- 3 classes with a limit of no more than 90 students per day

Every effort will be made to keep these classes at equitable size. All study halls shall be limited to no more than 35 students. Whenever the music program enrollment exceeds 200 pupils, the Board shall hire, for no more than two (2) periods daily, an assistant Band Director.

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

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

In which PD = per diem pay

CSL = class size limits

NO = number of students exceeding the class size limit

ND = number of days the class size limit was exceeded

- D. Payment of overload conditions shall begin on the first Monday following the third (3rd) week of school (12 school days) provided however, that any excessive student count on the thirteenth (13th) day shall be paid back to the original (1st) day of overload. For purposes of eligibility, a student must be in attendance 5 days prior to any retroactive pay to the first day of attendance.

ARTICLE VII
TEACHING CONDITIONS

- A. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires and similar materials are the tools of the teaching profession. The parties will confer from time to time for the purpose of improving the selection and use of such educational tools and the Board undertakes to implement all joint decisions thereon made by its representative and the Association.
- B. Assuming that building funds are available through bonded millage vote, the Board shall make available, in each school, exclusively for teachers and staff, a lunchroom-workroom and restroom-lavatory facility. Existing facilities will be maintained until that time.
- C. Telephone facilities shall be made available in a semi-private environment for teachers during school hours for limited use.
- D. Each teacher shall be provided with a room key and may be provided with a building entry key upon request to the building principal.
- E. A teacher is required to assume certain school duties without compensation such as student activities and student assemblies during the school day.
- F. A teacher shall not leave a class unattended except in an emergency or the performance of duties. Unusual or extended absences from the classroom due to the performance of duties shall be cleared with the building principal.

G. Teachers may be required to attend up to twenty-five (25) hours of professional meetings per year. Duration of these meetings shall be up to one (1) hour beyond the normal school day. Professional meeting shall be defined as:

- (1) Building staff meetings**
- (2) Curriculum meetings - Grade level or subject area meetings**

H. The board shall provide, for each teacher, a teacher's desk and chair.

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

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

ARTICLE VIII
VACANCIES AND PROMOTIONS

- A. "Vacancy" shall mean a bargaining unit position newly created (including but not limited to positions created by increased enrollment, revised curriculum, and increased sections at grade or subject levels) or a bargaining unit position the Board intends to fill because of the resignation, leave of absence for one year or more, retirement, dismissal for cause, or death of the teacher assigned to said bargaining unit position.
- B. Whenever a vacancy shall occur between September 1st and May 30th, the Board shall publicize the same by posting in the appropriate place in each school building for seven (7) days. Whenever a vacancy shall occur between May 30th and August 1st, the Board shall publicize the same by appropriately posting a notice in the administration office for a period of ten (10) work days. The Board further agrees to send additional notices to two (2) members of the bargaining unit as designated by the Association in writing, and provided to the administration. No vacancy shall be filled except on a temporary basis until the posting period has been completed.
- C. A teacher may apply for any position at any time. Such application should be in writing, addressed to the Superintendent of Schools. This application should be renewed annually. In filling such vacancy, the Board agrees to give due weight to the professional background and attainment of all applicants and the length of time each has been in the school system of the district. The Board agrees to give preferential consideration for promotions from within its own teaching staff.
- D. Date of hire shall be interpreted for the purpose of this agreement to mean the last beginning date of employment. In the event of a tie in the beginning date of employment, the time and date of the signing of an individual contract shall be used to break the tie.
- E. The Board further agrees that all applicants shall be notified within a reasonable time as to the disposition of their application.

F. The parties agree that whenever an opening exists for those vacancies under **Schedule B** the Board shall fill the vacancy by selecting the person who is best qualified to meet the needs of the District.

It is further agreed between the parties that Paragraph F of Article VIII is grievable; but is not subject to the arbitration procedure of this Agreement.

ARTICLE IX
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. An involuntary transfer will be made only in case of an emergency or for improvement of the instructional program. The superintendent shall notify in writing the affected teacher and the Association of the reasons for such transfer.

- B. In the event that transfers of teachers appear to be necessary, the convenience and wishes of the individual will be honored to the extent that these considerations do not conflict with the instructional requirements and best interests of the school system and the pupils. Lists of available position in other schools shall be posted in the same manner as provided in Article VIII.

- C. Any teacher involved in an involuntary transfer shall be given first consideration to his or her former grade level or subject area position if such position is reinstated or becomes vacant.

ARTICLE X

LEAVES

- A. All teachers regularly employed by the district who are absent from duty because of personal illness or injury (which includes a pregnancy related disability) shall be allowed such leave at the rate of ten (10) days per year. Paid leave days will accumulate without limit for all teachers employed by the district prior to September 1, 1995. All teachers employed by the district on or after September 1, 1995 shall have their paid leave days accumulate to a maximum of 120 days. Up to three (3) days per year of sick leave per illness may be used for illness of the teacher's immediate family. Immediate family shall be defined as spouse and children. Each unclaimed sick leave day shall be paid upon retirement at the rate of \$25.00 per accumulated day. In the event of the death of the teacher prior to retirement, the unclaimed days shall be paid to the estate of the teacher.

- B. The computation of a teacher's daily wage will be based on a school year equal to the number of working days covered by the school calendar, this divided into the contract salary of the teacher will provide the daily wage. A working day is defined as any day that teachers are expected to report at school.

- C. In the event of absence of a teacher in excess of five (5) consecutive working days, the Board may, at its expense, require an examination by a physician.

- D. Upon the recommendation of the superintendent, the Board may, at the Board's expense, require the teacher to "undergo" a physical or mental examination by appropriate specialists to determine whether involuntary sick leave is warranted.

- E. The Board shall furnish to each teacher, at the beginning of the school year, a written statement setting forth the teacher's total sick leave credit.

- F. A teacher who is unable to teach because of personal illness or injury (which includes a pregnancy related disability), and who has exhausted all sick leave available, shall be granted a leave of absence without pay for the duration of such illness or injury (which includes a pregnancy related disability), up to one (1) year, and renewal at the Board's discretion for a second year.
- G. Any teacher who is absent because of an injury or disease compensable under the Michigan Worker's Compensation Law shall receive from the Board the difference between the allowance under the Worker's Compensation Law and his/her regular salary which would be paid for his/her accumulated sick leave days.
- H. The present sick bank shall remain in effect. The bank shall be funded by the contribution of two (2) days by each teacher within thirty (30) days after ratification of this Agreement and every September 1st thereafter. Whenever the total number of days within the sickbank shall reach 1,500, the two (2) days contributed to the sick bank by each teacher shall be suspended until such time as the total number of days within the sickbank shall fall below 1,200. Any teacher who draws days from the sickbank during the time of his/her employment by the Hart School District shall have such number of days subtracted from their unclaimed sick days at the time of their retirement for the purpose of described in Paragraph A of this article. (This provision shall become effective July 1st, 1994 and shall not apply to any days drawn from the sickbank prior to such date.) The bank shall be administered by the Association which shall furnish the Board with conditions of using the bank and an annual report at the beginning of each school year on the status of the bank.
- I. Leaves of absence with pay not chargeable to the teacher's sick allowance shall be granted as follows:
1. First personal day with written notice to the building principal five (5) days prior to the personal day unless in an emergency. Days will be granted on a "first come, first serve" basis and if qualified substitutes are available.

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

2. One (1) day for conducting personal business which cannot normally be handled outside school hours with written notice to the building principal five (5) days prior to personal leave day, unless in an emergency. Additional day may be granted at the discretion of the Superintendent. The personal business day shall not be requested immediately before or after vacation periods, except in case of emergency, nor to be used for purposes of recreation, financial gain, or vacation.
 3. A maximum of five (5) days for each death in the immediate family, consisting of parents and parents of spouse, brothers, sisters, spouse, children, and grandparents. A teacher may request additional days beyond the five (5) days granted for funeral leave, and if approved by the superintendent, such days shall be deducted from the teacher's accumulated sick leave. Days may also be granted in the case of deaths outside the family, depending on the circumstances. Granting of these days shall be at the discretion of the superintendent.
 4. A leave of absence shall be granted to a teacher called for jury service. The Board shall pay an amount equal to the difference between the teacher's salary and the daily jury duty fee paid by the court (not including travel allowances or reimbursements of expense) which he/she otherwise would have been scheduled to work, provided that the teacher cooperates with the administration in seeking to be excused from such service. A leave of absence with pay may be granted for the time necessary for appearances in any court appearance connected with the teacher's employment or with the school system, if the teacher is required by law to attend.
- J. Leaves of absence without pay and benefits may be granted upon application for the following reasons:

1. Study related to the teacher's profession.
 2. Study, research or special teaching assignment involving probable advantage to the school system, subject to Board approval. Seniority shall accrue during leaves taken under this section, however, no salary increment shall accrue.
- K. The Board shall grant a leave of absence without pay and benefits to any teacher to campaign for, or serve in, a public office or an officer of the MEA or NEA. The length of such leave shall correspond with the period of elected service. Seniority shall accrue during leaves taken under this section.
- L. Teachers who have been employees for seven (7) years may be granted a leave on one (1) year without pay for study or travel. A teacher, upon return from such leave, shall be restored to his/her former position of like nature and status. Seniority shall accrue during leaves taken under this section, however, no salary increment shall accrue.
- M. At the beginning of every school year, the Association shall be credited with twenty (20) days to be used by teachers who are officers or agents of the Association; such use to be at the discretion of the Association.
- N. A one (1) year unpaid child care leave may be granted to any teacher provided that they give sixty (60) days notice of their intent to take such leave.
- O. The Board may grant a leave of absence upon written request for purposes not described above.
- P. Teachers requesting unpaid leaves not addressed in the preceding sections of this Article shall be notified by the administration as to whether or not such absence will result in accrual of seniority and compensation increment prior to the teacher's final acceptance.

ARTICLE XI
TEACHER ASSIGNMENTS

- A. When it is known that a teacher will be affected by a change in grade assignment in the elementary school grades or by changes in subject assignments in the secondary school grades, he or she will be notified and consulted by the superintendent or personnel director by August 1. Teachers affected by changes in assignment occurring after this date will be consulted immediately. Desires of teachers shall be considered, but the final decision shall rest with the Board.

ARTICLE XII
TEACHER EVALUATION

- A. The evaluation of the performance of each teacher in the school system is the responsibility of the administration. In such evaluations, all monitoring or observation of the teacher shall be conducted openly.
- B. Evaluations shall only be conducted by a building principal, assistant principal, or other qualified administrator as designated by the Board of Education. Each written review of the teacher's job performance shall be based on minimum of one (1) hour with at least thirty (30) consecutive minutes of classroom observation.
- C. Each teacher, upon his/her employment or at the beginning of the school year, whichever is later, shall be appraised of the specific criteria on which he/she will be evaluated. Any criteria utilized shall be related to a teacher's normal duties and responsibilities such as:
- (1) Knowledge of subject matter
 - (2) Technique of instruction
 - (3) Classroom management
 - (4) Relationship with pupils, parents and professionals
- D. The particular criteria for Hart Public Schools teacher evaluation is contained in Appendix A. Any change in the evaluation instrument shall be made by a committee composed equally of members of the administration and members of the Association as appointed by the Executive Board of the Association. In the event a majority recommendation cannot be reached by the committee, the Board reserves the right to accept or reject either report from the committee. Final acceptance shall be subject to the approval of the Board of Education
- E. The performance of all teachers shall be evaluated in writing as follows:

1. Probationary teachers shall be evaluated in writing at least two times each year; once on or before December 1 and again on or before March 1. A personal meeting will be held within fifteen (15) calendar days thereafter to review the job performance of the probationary teacher.
 2. No later than March 15 of each probationary year, the final written evaluation report, including the recommendation as to whether the teacher should be advanced to tenure status, offered additional probationary status, or denied a contract for the ensuing year, will be furnished by the administration to the probationary teacher.
 3. Tenure teachers shall be evaluated in writing at least once every three (3) years. A personal meeting will be held with each tenure teacher within fifteen (15) calendar days thereafter to review his/her job performance.
- F. Two (2) copies of the written evaluation shall be submitted to the teacher, one to be signed and returned to the administration and the other to be retained by the teacher. In the event that the teacher feels that his/her evaluation was incomplete or unjust, he/she may put his/her objections in writing and have them attached to the evaluation report to be placed in his/her personnel file.
- G. If an evaluator finds a teacher unsatisfactory, the reasons therefore shall be set down in specific terms with suggestions on how the teacher can improve. The teacher shall be furnished a copy within a reasonable time, not to exceed fifteen (15) calendar days.
- H. The evaluator will hold a personal conference with the teacher at the time he presents his/her final written report should the evaluation state the teacher's work to be unsatisfactory. The teacher must be allowed at least two (2) calendar days to study the report before he must sign and return one (1) copy. Such signature shall not mean agreement with the evaluation, but only shall indicate the teacher's awareness of the report.

ARTICLE XIII
PROTECTION OF TEACHERS

- A. Since the teacher's authority and effectiveness in his/her classroom is undermined when students discover that there is insufficient administrative backing and support of the teacher, the Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. The Board further recognizes that the teacher may not fairly be expected to assume the role of warden or custodian for emotionally disturbed students nor to be charged with responsibility for psychotherapy unless he is specifically certified and qualified in that area. A teacher may temporarily exclude a pupil from his/her class when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. The pupil shall not return to class until after communication has taken place between the principal and the teacher. Whenever it appears that a particular student requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, the Board will take reasonable steps to relieve the teacher of responsibilities with respect to such student so long as the teacher is acting within the Board policies, rules, and regulations; a copy of which has been provided to the teacher.
- B. Any case of assault upon a teacher which had its inception in a school centered problem shall be promptly reported to the Board or its designated representative. The Board shall render assistance to the teacher in connection with handling the incident by law enforcement and judicial authority; provided, however, the Board shall not be obligated to employ legal counsel, pay costs of suit or incur any other type of financial obligations in reference to the prosecution of civil suit instituted by the teacher resulting from the assault; and, further provided, that such alleged assault on the teacher did take place while the teacher was operating within the policies, rules, and regulations of the Board of Education.
- C. If any teacher is complained against or sued by reason of disciplinary action taken by the teacher against a student, the Board will provide legal counsel and render assistance to the

teacher in his/her defense so long as the teacher is acting within the Board's policies, rules, and regulations.

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

E. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property.

ARTICLE XIV
LAYOFF AND RECALL

- A. No teacher shall be laid off during the school year. Teachers subject to layoff for the subsequent school year shall be notified of such layoff in writing at least sixty (60) calendar days prior to the last day of the current school year, except in cases of financial necessity.
- B. The teacher(s) in the specific position(s) being reduced or eliminated shall be the teacher(s) notified of layoff. In the event that the position be reduced or eliminated is in the same area of certification as other position in the system, the teacher in the certification position with the least seniority shall be the teacher notified of layoff. A teacher notified of layoff shall have the right to replace another member of the bargaining unit who has less seniority in any area of the teacher's certification. Provided that no teacher shall replace another teacher with the teacher's certification, endorsement know as "all subjects grades 7-8" a major or minor shall be the only other requirement.
- C. Last to be laid off or bumped from the bargaining unit shall be the Association President, President Elect, Chief Negotiator, and the Grievance Committee Chairperson who will hold office during the school year affected by the staff reduction. The Association agrees to indemnify and hold harmless the Board from all claims and damages, as a result of the implementation of this paragraph.
- D. Seniority shall be computed from the last date of hire and shall be defined to mean the amount of time continuously employed as a member of the bargaining unit. Time spent on leave or on layoff shall not be construed as a break in continuous service and seniority shall continue to accrue. No increment shall accrue during this period. The District shall prepare and present to the Association and its members a current seniority list of bargaining unit members prior to September 30th of each year. Accompanying the name of each teacher on the list shall be the date of last hire and each teacher's

certification. Bargaining unit members who are transferred to a supervisory or executive position within the District shall retain such seniority as was accrued while a member of the bargaining unit should they leave the supervisory or executive position and return to the bargaining unit. This accrued seniority shall be shown on the seniority list and shall be adjusted annually to reflect the proper step placement.

- E. Changes in the teachers's certification following layoff shall not permit the teacher to be recalled by bumping.
- F. Teachers on layoff shall be recalled in the inverse order of layoff provided the teacher is certified for the vacancy. Provided that no teacher shall replace another teacher solely on the basis of a certification endorsement known as "all subjects grades 7-8", a major or minor shall be the only other requirement. No new teachers shall be employed by the Board while there are teachers of the District who are laid off unless there are no laid off teachers who are certified to fill the vacancy.
- G. The Board shall give written notice of recall by sending a certified letter to the teacher, with a copy sent to the Association President. The teacher shall respond to the notice of recall within fifteen (15) calendar days of receipt. Refusal or acceptance of a position that is less than a position comparable to the one previously worked shall not affect a teacher's recall rights to a full-time position.
- H. Any teacher, probationary or tenure, whose services are terminated because of a necessary reduction in personnel shall be appointed to a vacancy in accordance with Section F above. Provided, however, that any teacher who shall be under contract to another public employer at the time of recall shall state whether or not he/she will return at the expiration of his/her contract with that employer.

ARTICLE XV
GRIEVANCE 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 shall meet within ten (10) calendar days of its alleged occurrence with the building principal to discuss the problem in an attempt to resolve it. If no solution is reached within three (3) school days of the discussion, the teacher shall reduce the grievance to writing and file the same. The Board hereby appoints as its representative for such purpose, the principal of each school building and the Superintendent of Schools when the particular grievance arises in more than one building. Written grievances must be specific and include the following:
1. Statement of the facts upon which grievance is based, stating the date or dates of the alleged violations.
 2. A reference to the articles and sections of this Agreement which have allegedly been violated, misinterpreted or misapplied.
 3. A statement of relief sought.
 4. The name and signature of the employee submitting the grievance.
- B. Within five (5) school days of receipt of the grievance, the designated representative of the Board shall meet with the Association in an effort to resolve the grievance. It shall not be mandatory for the teacher to be present at such meeting unless so notified by the Board. If the grievance has not been solved at the building principal's level, it shall within five (5) school days be transferred to the Superintendent who shall have five (5) school days to approve or disapprove it.
- C. If the Association is not satisfied with the disposition of the grievance by the Superintendent, or if no disposition has been made within the period above provided, the grievance may within ten (10) school days be submitted to arbitration. The arbitrator shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceeding. The Board and the Association shall not be

permitted to assert in such arbitration proceedings any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. Any monetary awards of the arbitrator shall be limited to the actual losses of wages and fringe benefits subject to this contract claimed by the grievant, and no awards for punitive damages shall be prescribed. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction. The fees and expenses of the arbitrator shall be shared equally by the parties. In the event the arbitration process is cancelled, the cancellation fee, if any, shall be paid by the party requesting the cancellation.

- D. Reference to school days shall revert to "week days" during the time school is dismissed for the summer.
- E. The time limit provided in this Article shall be strictly observed but may be extended by written mutual agreement of the parties.
- F. All preparation, filing, presentation or consideration of grievances shall be held at times other than when a teacher or a participating Association representative are to be present at their assigned duty stations.
- G. Arbitration awards or grievance settlements will not be retroactive beyond the date of the occurrence or non-occurrence of the event upon which the grievance is based. In no event, however, shall the settlement be earlier than the beginning date of the school year in which the grievance was filed.
- H. Grievances involving the dismissal of a probationary teacher or the demotion or discharge of a tenure teacher may be processed through the grievance arbitration procedure contained in this Article. If any teacher elects the grievance arbitration remedy, the initial steps of the grievance procedure shall be waived and the dispute will be filed initially with the American Arbitration Association (AAA). If a tenure teacher elects the grievance arbitration remedy, the initial steps shall be waived (same as probationary

teacher), however, demands for arbitration shall be filed not less than forty-five (45) days nor more than sixty (60) days after the teacher has received demotion or dismissal notice. It is understood that if a tenure teacher demands a hearing under the Michigan Teacher Tenure Act, any grievance arbitration filed related to the teacher's demotion or discharge shall be deemed dismissed forthwith.

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

ARTICLE XVI

NO STRIKE

The Association and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Association therefore agrees that its officers, representatives and members shall not authorize, instigate, cause, aid, encourage, ratify, or condone, nor shall any teacher take part in any strike, slowdown or stoppage of work, boycott, picketing or other interruption of activities in the Hart Public School System. This Article shall expire on the date immediately following the last teacher day, as defined in the negotiated school calendar, during the last year of this agreement.

ARTICLE XVII
NEGOTIATION PROCEDURE

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

- B. On or before June 1, the parties will begin negotiations for a new contract covering those areas allowable under the law.

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

- D. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the Michigan Employment Relations Commission or take any other lawful measure it may deem appropriate.

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

ARTICLE XVIII
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 may call at least one hour before their check-in time 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 Association recognizes that the Board of Education is not responsible for unauthorized purchases made by teachers of the Hart Public Schools.

- C. 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.

- D. Copies of the Agreement shall be printed at the shared expense of the Board and the Association and presented to all teachers now employed or hereafter employed by the Board.

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

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

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

ARTICLE XIX
SUBSTITUTES

- A. The Board agrees that substitute teachers shall be reimbursed at the rate of not less than \$70.00 per day and not less than \$35.00 for half a day of substituting in the school system.

- B. After the substitute has substituted continuously in one assignment in excess of ten (10) days, his/her pay shall be increased to not less than \$80.00 per day and not less than \$40.00 for half a day. This wage adjustment shall be retroactive to the first day of his/her assignment.

- C. Any substitute called to work and who actually reports to work but is not assigned shall receive a minimum of \$25.00 call in pay.

- D. The following Articles of this contract shall apply to substitute teachers
 - 1. Recognition
 - 2. Board Rights
 - 3. Teacher Rights
 - 4. Teaching Hours
 - 5. Class Size
 - 6. Teaching Conditions
 - 7. Protection of Teachers
 - 8. Grievance Procedure
 - 9. No Strike
 - 10. Miscellaneous Provisions

ARTICLE XX
FRINGE BENEFITS

- A. The Board shall provide without cost to the teacher the MESSA-PAK Program identified below for a full twelve (12) month period, for each year of this agreement, for the teacher and his/her entire family, (as defined by MESSA). The Board shall sign an Employer Participation Agreement.

Plan A

MESSA Super Care I Health Insurance

\$100/\$200 deductible

\$5.00 co-payment prescription card program

MESSA Plan II Negotiated Long Term Disability Insurance

66 2/3 % benefit

90 calendar day modified fill (90 day sick bank guarantee)

\$3,500 monthly maximum, benefit amount paid on monthly maximum salary of \$5,000

No pre-existing conditions or eligibility waiting period

No exclusions on maternity coverage

Alcohol and drug abuse, mental/nervous conditions treated like any other illness

Social Security freeze

Cost of Living Adjustment (COLA)

MESSA/Delta Dental E - 007 (80-80-80)

Class I and Class II per person annual maximum - \$1,000

Internal and external coordination of benefits

MESSA VSP-2 Vision Program

Internal and external coordination of benefits

MESSA Negotiated Term Life Insurance with AD&D and waiver of premium in amount of \$10,000

Teachers not electing MESSA-PAK Plan A will select MESSA-PAK Plan B identified below for a full twelve (12) month period, for each year of this agreement, for the teacher and his/her entire family, (as defined by MESSA)

Plan B

MESSA \$5.00 Co-payment Prescription Card Program

MESSA Plan II Long Term Disability Insurance (as described in Plan A)

MESSA/Delta Dental E - 007 (80-80-80)

Class I and Class II per person annual maximum - \$1,000

Internal and external coordination of benefits

MESSA VSP-2 Vision Program

Internal and external coordination of benefits

MESSA Negotiated Term Life Insurance with AD&D and wavier of premium in the amount of \$10,000

- B. Teachers electing MESSA-PAK Plan B shall additionally receive the MESSA Super Care I, \$100 deductible, Single Subscriber premium amount to be spent on MESSA fixed options as determined by the Association and any remaining dollars to be paid to the teacher by payroll. Any contribution amounts exceeding the Board's subsidy shall be payroll deducted. An open enrollment period shall be provided whenever contribution subsidy amount change for the groups.
- C. The Board shall reimburse each teacher up to the first \$50 single/ \$100 family per insurance year for the deductible amount of the MESSA Super Care I health insurance, provided the teacher submits his/her deductible amounts shown by receipts to the Board. The teacher shall submit their receipts and request for payment on or before May 1st of each year. Payments to the teacher shall be made no later than June 30th of each year.
- D. If a teacher becomes eligible for Medicare and elects Medicare in lieu of MESSA Super Care 1 protection, Medicare Part B premiums shall be paid by the Board on behalf of the teacher, spouse and/or dependents as defined by the underwriter.

- E. In the event a teacher is laid-off, terminated, or dies during the school year, MESSA Super Care I and/or MESSA Limited Medicare Supplement, Life, Dental, Vision Care and Negotiated Life insurance (excluding all salary protection plans) for the teacher and his/her entire family, (as defined by MESSA), shall be continued by the Board until the teacher has received the full pro-rata portion of the twelve (12) month insurance year earned at the time of lay-off, termination, or death.
- F. Any teacher who terminates employment by retirement from the school district at the end of the academic year will have the insurance benefits terminated on the first of the month following the eligibility of insurance coverage through the retirement system. However, the Board shall be responsible for any financial costs regarding the co-payment required of the retiree by the MPSERS premium until the completion of the regular insurance year. Under COBRA the benefits may continue provided the teacher requests it.
- G. Any teacher who terminates employment by resignation from the school district at the end of the academic year will have his/her insurance benefits terminated on the first day of the following September. Said insurance coverage shall be terminated at the beginning of any month prior to September 1st if he/she shall be insured by another employer.
- H. Any teacher who terminates employment by retirement from the school district, prior to the end of the academic year, will have the insurance benefits terminated on the first of the month following the eligibility of insurance coverage through the retirement system. However, the board shall be responsible for any financial costs regarding the co-payment required of the retiree by the MPSERS premium until the completion of the pro-rated insurance year. Under COBRA the benefits may continue provided the teacher requests it.

- I. Any teacher who terminates employment by resignation (other than retirement) from the school district prior to the end of the academic year will have his/her insurance benefits terminated on the first day of the month following resignation.
- J. The Board shall provide without cost to the teacher assigned less than a full workload the same MESSA Delta Dental Plan, MESSA VSP-2 Vision Plan and MESSA Long Term Disability Insurance as the teacher assigned a full workload. Any teacher who is employed less than full time shall be provided the MESSA Super Care I protection and the MESSA Term Life Insurance protection based upon a pro-rata basis.
- K. The Board shall make payment of insurance contributions when due for all persons to assure continuance of coverage during the full twelve (12) month period, of each year of this agreement, commencing July 1, and ending June 30 even though the teacher may not be returning the next school year. The Board shall sign an Employer Participation Agreement. The open enrollment period shall be jointly established by the Board, the Association and MESSA, including opportunities for summer pre-enrollment and fall open enrollment and whenever group or individual subsidy amounts change which could affect the benefit. When necessary, contributions on behalf of the teacher shall be made retroactively or prospectively to assure uninterrupted participation and coverage. The Board shall be responsible for providing insurance information including application and claim materials.
- L. The Board shall provide without cost to the teacher or to the Association all services necessary, including payroll deduction, to enable the teacher to participate in all of the programs to which he/she may be entitled.
- M. In the event any benefit legislation is enacted that would affect the benefits and/or delivery system of those benefits in the agreement, both parties would agree to meet and negotiate over the impact of such legislation on the benefit package contained in this agreement.

ARTICLE XXI
PROFESSIONAL COMPENSATION

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

- B. The total contractual obligations of employees covered by this Agreement shall be one hundred eighty-four (184) days per school year for the duration of this Agreement. One hundred eighty (180) of these days shall be identified as student instruction days. Except in cases where teachers wish to volunteer their time, no teacher shall be required to work additional days unless compensated at the teacher's per diem rate.

- C. For salary schedule advancement purposes, all teachers hired on or before the forty-fifth (45th) school day of the school year, shall be granted an additional year of teaching experience at the beginning of each subsequent school year. Teachers employed after the forty-fifth (45th) school day of the school year shall be granted an additional year of teaching experience at the beginning of the second semester of each subsequent school year.

- D. For lateral salary schedule placement purposes, advanced hours earned by a teacher (+20, MA, MA+15, 2nd MA.) Shall apply for advancement based upon the same formula as outlined in Section C.

- E. Teachers required in the course of their work to drive personal automobiles from one school building to another shall receive a mileage allowance of twenty-nine (\$.29) cents. The same allowance shall be provided for teacher's use of a personal automobile for field trips or other official school district travel when a school-owned vehicle is not available for the teacher's use.

F. The normal school year for the Band Director and Librarian shall be forty (40) weeks. However, the parties recognize it is highly desirable for the Band Director to work forty-five (45) weeks and the Librarian to work forty-two weeks provided the employer deems these additional weeks financially feasible.

G. Assistant to the Band Director:

1. \$17.37 per hour for school year 1998-1999
2. \$17.86 per hour for school year 1999-2000
3. \$18.35 per hour for school year 2000-2001

H. Faculty Manager:

1. \$2,314 for the school year 1998-1999
2. \$2,379 for the school year 1999-2000
3. \$2,444 for the school year 2000-2001

I. All teachers of drivers education assigned to such duties after the regular instructional day shall be paid the following rates:

1. \$17.19 per hour for the school year 1998-1999
2. \$17.67 per hour for the school year 1999-2000
3. \$18.16 per hour for the school year 2000-2001

J. The Driver education director shall receive:

1. \$867 for the school year 1998-1999
2. \$891 for the school 1999-2000
3. \$916 for the school year 2000-2001

- K. Outside experience for degree teachers hiring into the system will be credited as follows:
1. Up to five (5) years = one (1) year credit for each year experience.
 2. Six (6), seven (7), eight (8) years = (6) years credit.
 3. Nine (9) or more years = seven (7) years credit.
- L. "Per diem" salary rate shall be one/one hundred eighty-fourth (1/184) on the Teacher's salary. Regular assignment of an extra class will be at the rate of (1/6) of the teacher's salary for the Middle School, and at the rate of one-fourth (1/4) of the teacher's salary for the high school under block scheduling. If a teacher substitutes for another teacher, on an hourly basis, the rate of pay will be \$16.96 per clock hour for 1998-99, \$17.43 per clock hour for 1999-00 and \$17.91 per clock hour for 2000-01.
- M. The Board of Education shall pay the following longevity schedule:
- After 15 years: 2% of per teacher's salary
 - After 20 years: 4% of per teacher's salary
 - After 25 years: 6% of per teacher's salary*
- N. The Head of Counseling shall work two (2) weeks before and one (1) week after the regular school year. Additionally, he/she shall have no preparation period and shall assume the duties of Guidance Director. These additional weeks, the lack of a preparation period, and the duties of the Guidance Director position, shall result in additional compensation at a rate of one-sixth (1/6) of his/her regular contract salary. Other counselors will work the normal teaching schedule.

*Effective with the 1999-2000 school year.

ARTICLE XXII

MENTOR TEACHERS

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

1. The Hart Board will post each mentor vacancy for ten (10) working days.
2. Hart teachers may apply for a mentor assignment. However, the Board is free to hire any person (Hart teacher or some other person) for the assignment.
3. The administration may request a Hart teacher to accept a mentor assignment.
4. Hart teacher(s) will not be required to participate in the direct supervision or evaluation of the mentee.
5. Matters pertaining to duties as a mentor shall not be included in the mentor's classroom teaching evaluation.
6. If the building principal, mentor or mentee find that the mentor/mentee relationship is not satisfactory, it can be severed at the end of the semester or year, by the mentee, mentor or the building principal.
7. The mentor/mentee relationship shall remain confidential. Neither shall be called upon to evaluate the other.
8. Training for the role of mentor shall be provided by the Board without cost to the mentor.
9. Hart teachers who serve as a mentor will receive a stipend of \$300 per semester (\$600 per year) per mentee.
10. In the event the administration appoints a person(s) who is/are not employed as a Hart teacher none of the above must be applied.

ARTICLE XXIII
DURATION OF AGREEMENT

- A. This Agreement shall be effective for the 1998-99, 1999-00, and 2000-01 school years, continuing in effect through June 30, 2001.

HART EDUCATION ASSOCIATION

HART PUBLIC SCHOOLS
BOARD OF EDUCATION

By Jim Cunningham
President

By [Signature]
President

By Nancy Maloney
Secretary

By Vincent P. Greiner
Secretary

By Jim Cunningham
Chief Negotiator

March 24, 1990

**Hart Public Schools
REQUEST FOR MENTOR PAY**

Mentor's Name: _____

Mentor For: _____ From: _____ To: _____
(date) (date)

Please pay the above mentor stipend of \$300 for first semester _____ Yes: _____ No: _____
(year)

The following requirements have been completed:

1. Mentors will make classroom observations when requested by mentees and agreed to by the building administrator. The observation will remain confidential. Yes: _____ No: _____
2. Mentors will meet with mentees to provide support as needed. Dates and topics will be recorded. Yes: _____ No: _____
3. PDP in place by mentor and mentee
4. Attended professional development for the program of Mentor. Yes: _____ No: _____
5. Be an active and open listener. Yes: _____ No: _____
6. Assist in social and public relations. Yes: _____ No: _____
7. Provide the Mentee with human and other resources needed in teaching. Yes: _____ No: _____
8. Advise mentee that Annual Record of Professional Development for Beginning Teachers has to be turned in. Yes: _____ No: _____

(Mentee Signature)

(Mentor Signature)

(Principal's Signature)

Please pay the above mentor stipend of \$300 for second semester _____ Yes: _____ No: _____
(year)

The following requirements have been completed:

1. Mentors will make classroom observations when requested by mentees and agreed to by the building administrator. The observation will remain confidential. Yes: _____ No: _____
2. Mentors will meet with mentees to provide support as needed. Dates and topics will be recorded. Yes: _____ No: _____
3. PDP in place by mentor and mentee
4. Attended professional development for the program of Mentor. Yes: _____ No: _____
5. Be an active and open listener. Yes: _____ No: _____
6. Assist in social and public relations. Yes: _____ No: _____
7. Provide the Mentee with human and other resources needed in teaching. Yes: _____ No: _____
8. Annual Record of Professional Development for Beginning Teachers is attached. Yes: _____ No: _____

(Mentee Signature)

(Mentor Signature)

(Principal's Signature)

NOTE: PRINCIPALS ARE ACCOUNTABLE TO SEE THAT MENTOR/MENTEE WORK IS PROGRESSING !

Appendix A
HART PUBLIC SCHOOLS TEACHER EVALUATION

TEACHER NAME: _____

ASSIGNMENT: _____

CLASSROOM GOALS -

The teacher's instructions and directions clearly communicate:

1. The purposes for classroom activities. Observed? Yes No
2. What is expected of the students. Observed? Yes No
3. What is completion and/or learning expectations. Observed? Yes No

Comments and/or examples:

SUBJECT MATTER PREPARATION -

The teacher's knowledge of subject matter is clearly indicated:

1. Through planning and preparation. Observed? Yes No
2. Through discussion and demonstration. Observed? Yes No
3. Through current application of subject matter. Observed? Yes No

Comments and/or examples:

CLASSROOM CONTROL -

Teacher displays a management system for learning activities that:

1. Develop an atmosphere conducive to learning and responsible group
Membership. Observed? Yes No
2. Develop student responsibility to his/her own learning environment.
Observed? Yes No
3. Show reinforcement of desirable student behavior.
Observed? Yes No

Comments and/or examples:

SOCIAL CLIMATE -

The teacher establishes an environment which would allow for mutual respect in personal and group inter-relationships.

1. Develop positive student relationships. Observed? Yes No
2. Encourage a spirit of cooperation among students. Observed? Yes No
3. Provide a cooperative and respectful student environment.
Observed? Yes No

Comments and/or examples:

USE OF MATERIALS FOR INSTRUCTION AND TEACHER TECHNIQUES -

The teacher demonstrates effective use of well selected instructional materials through:

1. Utilization of a variety of selected materials that contribute to the teacher-
learning process. Observed? Yes No
2. Appropriateness and accuracy of materials. Observed? Yes No
3. Variety of teaching techniques to utilize materials. Observed? Yes No

Comments and/or examples:

DEVELOPMENT OF STUDENT INITIATIVE -

The teacher shows knowledge of development of student initiative:

1. Providing opportunities and activities that encourage students to participate in learning. Observed? Yes No
2. Providing for different student learning styles. Observed? Yes No

Comments and/or examples:

OPPORTUNITY FOR PARTICIPATION -

The teacher provides student individual opportunities to participate in discussion and activities by:

1. Providing opportunity for students to respond in a variety of ways. Observed? Yes No
2. Allowing for appropriate "wait" time. Observed? Yes No

Comments and/or examples:

TEACHER REACTION TO STUDENT RESPONSES -

Through various management methods, the teacher displays through knowledge, the ability to:

1. Provide variety of opportunity for student input that extends and Enhances the learning process. Observed? Yes No
2. React to student input with positive effect for the student Observed? Yes No

Comments and/or examples:

CLASSROOM ENVIRONMENT -

The teacher will maintain an environment conducive to learning through:

- 1. Physical atmosphere appropriate to learning. Observed? Yes No
- 2. Physical atmosphere is shared responsibility with students.
Observed? Yes No

Comments and/or examples:

PROFESSIONAL RESPONSIBILITIES -

- 1. The teacher demonstrates effective professional ethics in communications
And interpersonal relationships with other staff members.
Yes Usually No
- 2. The teacher responds in a timely fashion to routine paperwork.
Yes Usually No
- 3. The teacher's personal characteristics and grooming within the school
Setting models behavior desired from students.
Yes Usually No
- 4. The teacher demonstrates professional communication and ethical behavior
In dealing with parents.
Yes Usually No

Comments and/or examples:

GENERAL COMMENTS:

Evaluator's Signature

Teacher's Signature

Date: _____

Date: _____

Hart Public Schools

1998-99 School Calendar

August '98 1998

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

September '98 1998

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

October '98 1998

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

November '98 1998

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

December '98 1998

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

January '99 1999

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

February '99 1999

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

March '99 1999

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

April '99 1999

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

May '99 1999

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

June '99 1999

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

August

31 Staff Orientation (Mon.)

September

1 Staff Orientation (Tue.)
 2 First Day - Students (Wed.)
 7 No School, Labor Day (Mon.)
 23 Professional Dev. ½ Day (Wed.)

October

20 Professional Dev. ½ Day (Tues.)

November

3 Parent/Tea. Conf. 6:30 - 8:30 p.m.
 5 Parent/Tea. Conf. 1:00 - 3:30 p.m. and 6:30 - 9:00 p.m.
 6 ½ Day for Students & Teachers (Fri.)
 18 Professional Dev. ½ Day (Wed.)
 26,27 No School, Thanksgiving Break

December

21 Christmas Break Begins (Mon.)

January

4 School Resumes (Mon.)
 22 Records Day - ½ Day for Students

February

23 Professional Dev. ½ Day (Tues.)

March

5, 8 Midwinter Break (Mon., Fri.)
 17 Professional Dev. ½ Day (Wed.)
 30 Parent/Tea. Conf. 6:30 - 8:30 p.m.

April

1 Parent /Tea. Conf. 1:00 - 3:30 p.m. and 6:30 - 9:00 p.m.
 2 ½ Day for Students & Teachers (Fri.)
 5,6,7,8,9 Spring Break
 27 Professional Dev. ½ Day (Tues.)

May

31 No School, Memorial Day (Mon.)

June

9 Last Day for Students (Wed.)
 10 Last Day for Staff (Thurs.)

Teachers will be scheduled to meet with students for 180 days in addition to four (4) teacher work days. "Act of God" days called prior to school and "Act of God" days called on less than half a day of school will be made up unless they are credited as one of the state allowed attendance days.

HART PUBLIC SCHOOLS

1999-2000 School Calendar

Corrected 8/27/99

August '99 4/2

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

September '99 20/20

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

October '99 21/21

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

November '99 19.5/19

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

December '99 13/13

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

January '00 21/21

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

August
 26 Staff Orientation - Professional Dev. ½ Day
 27 Staff Orientation (Fri.)
 30 First Day - Students - Full Day (Mon.)

September
 3 No School (Fri.)
 6 No School, Labor Day (Mon.)

October
 18 Professional Dev. ½ Day (Mon.)
 27 Parent/Tea. Conf. 6:30 - 8:30
 28 Parent/Tea. Conf. 1:30 - 3:30 p.m.
 and 6:30 - 9:00 p.m.
 29 ½ Day for Students & Teachers (Fri.)

November
 15 No School - Deer Hunting
 24 Professional Dev. ½ Day
 25, 26 No School, Thanksgiving Break

December
 20 - 31 Christmas Break

January
 3 School Resumes (Mon.)
 21 Records Day - ½ Day for Students

February
 2 Professional Dev. ½ Day (Wed.)
 25, 28 Midwinter Break

March
 15 Professional Dev. ½ Day (Wed.)
 29 Parent/Tea. Conf. 6:30 - 8:30
 30 Parent Tea. Conf. 1:30 - 3:30 p.m.
 And 6:30 - 9:00 p.m.
 31 ½ Day for Students and Teachers (Fri.)

April
 3,4,5,6,7 Spring Break
 21 Good Friday ½ Day

May
 17 Professional Dev. ½ Day (Wed.)
 29 No School, Memorial Day (Mon.)

June
 7 Last Day for Students (Wed.) ½ Day, students
 8 Last Teacher Day (Thurs.)

"The Hart School District assures that all special education students attend school the same amount of time and number of days as general education"

February '00 19/19

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29				

March '00 23.5/23

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

April '00 15/15

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

May '00 22/22

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

June '00 6/5

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

Teachers will be scheduled to meet with students for 180 days in addition to four (4) teacher work days. "Act of God" days called prior to school and "Act of God" days called on less than half a day of school will be made up unless they are credited as one of the state allowed attendance days.

Calendar 2000-2001 to be bargained upon the concepts of the 1999-2000 calendar.

(any additional days beyond 180 student days, and/or 184 teacher days shall be compensated at the per diem rate)

**HART SALARY SCHEDULE
1998/99**

BASE PAY STEP	27,465 INDEX	B.A.	INDEX	B.A. +20	INDEX	M.A.	INDEX	M.A.+15	INDEX	2 M.A.
0	1.000	27,465	1.022	28,089	1.044	28,673	1.065	29,250	1.087	29,854
1	1.110	30,486	1.145	31,447	1.18	32,409	1.215	33,370	1.25	34,331
2	1.160	31,859	1.200	32,958	1.24	34,057	1.28	35,155	1.32	36,254
3	1.210	33,233	1.250	34,331	1.29	35,430	1.34	36,803	1.39	38,176
4	1.260	34,606	1.300	35,705	1.34	36,803	1.4	38,451	1.45	39,824
5	1.310	35,979	1.350	37,078	1.39	38,176	1.45	39,824	1.5	41,198
6	1.360	37,352	1.400	38,451	1.44	39,550	1.5	41,198	1.55	42,571
7	1.410	38,726	1.450	39,824	1.49	40,923	1.55	42,571	1.6	43,944
8	1.460	40,099	1.500	41,198	1.54	42,296	1.6	43,944	1.65	45,317
9	1.500	41,198	1.545	42,433	1.59	43,669	1.65	45,317	1.7	46,691
10	1.540	42,296	1.590	43,669	1.64	45,043	1.7	46,691	1.75	48,064
11	1.610	44,219	1.665	45,729	1.75	48,064	1.815	49,849	1.88	51,634
2% LONG		45,103		46,644		49,025		50,846		52,667
4% LONG		45,987		47,558		49,986		51,843		53,700

53

**HART SALARY SCHEDULE
1999/00**

BASE PAY STEP	28,234 INDEX	B.A.	INDEX	B.A. +20	INDEX	M.A.	INDEX	M.A.+15	INDEX	2 M.A.
0	1.000	28,234	1.022	28,855	1.044	29,478	1.065	30,069	1.087	30,690
1	1.110	31,340	1.145	32,328	1.18	33,316	1.215	34,304	1.25	35,293
2	1.160	32,751	1.200	33,881	1.24	35,010	1.28	36,140	1.32	37,289
3	1.210	34,163	1.250	35,293	1.29	36,422	1.34	37,834	1.39	39,245
4	1.260	35,575	1.300	36,704	1.34	37,834	1.4	39,528	1.45	40,939
5	1.310	36,987	1.350	38,116	1.39	39,245	1.45	40,939	1.5	42,351
6	1.360	38,398	1.400	39,528	1.44	40,657	1.5	42,351	1.55	43,763
7	1.410	39,810	1.450	40,939	1.49	42,069	1.55	43,763	1.6	45,174
8	1.460	41,222	1.500	42,351	1.54	43,480	1.6	45,174	1.65	46,586
9	1.500	42,351	1.545	43,622	1.59	44,892	1.65	46,586	1.7	47,998
10	1.540	43,480	1.590	44,892	1.64	46,304	1.7	47,998	1.75	49,410
11	1.610	45,457	1.665	47,010	1.75	49,410	1.815	51,245	1.88	53,080
2% LONG		46,366		47,950		50,398		52,270		54,142
4% LONG		47,275		48,890		51,386		53,294		55,203
6% LONG		48,184		49,830		52,374		54,319		56,265

54

**HART SALARY SCHEDULE
2000/01**

BASE PAY STEP	29,010 INDEX	B.A.	INDEX	B.A. +20	INDEX	M.A.	INDEX	M.A.+15	INDEX	2 M.A.
0	1.000	29,010	1.022	29,648	1.044	30,286	1.065	30,896	1.087	31,534
1	1.110	32,201	1.145	33,216	1.18	34,232	1.215	35,247	1.25	36,263
2	1.160	33,652	1.200	34,812	1.24	35,972	1.28	37,133	1.32	38,293
3	1.210	35,102	1.250	36,263	1.29	37,423	1.34	38,873	1.39	40,324
4	1.260	36,553	1.300	37,713	1.34	38,873	1.4	40,614	1.45	42,065
5	1.310	38,003	1.350	39,164	1.39	40,324	1.45	42,065	1.5	43,515
6	1.360	39,454	1.400	40,614	1.44	41,774	1.5	43,515	1.55	44,966
7	1.410	40,904	1.450	42,065	1.49	43,225	1.55	44,966	1.6	46,416
8	1.460	42,355	1.500	43,515	1.54	44,675	1.6	46,416	1.65	47,867
9	1.500	43,515	1.545	44,820	1.59	46,126	1.65	47,867	1.7	49,317
10	1.540	44,675	1.590	46,126	1.64	47,576	1.7	49,317	1.75	50,768
11	1.610	46,706	1.665	48,302	1.77	51,348	1.84	53,378	1.91	55,409
2% LONG		47,640		49,268		52,375		54,446		56,517
4% LONG		48,574		50,234		53,402		55,514		57,625
6% LONG		49,508		51,200		54,429		56,581		58,734

55

SCHEDULE B -- EXTRA-CURRICULAR COMPENSATION

Each teacher serving in one or more of the following positions shall be paid the applicable percentage(s) of that salary step which reflects the number of years of his/her experience in that particular sport or activity.

Percentages stated in levels:

Level I	12%	Level V	6%
Level II	10%	Level VI	5%
Level III	8%	Level VII	3%
Level IV	7%	Level VIII	2%

Level 12%

Football Head Varsity Coach
Basketball Head Varsity Coach
Volleyball Head Varsity Coach
Wrestling Head Varsity Coach
Head Teacher Elementary Building

Level II 10%

Band Director Senior Band
Drama Coach/Director
Home Building Trades Instructor

Level III 8%

Football Assistant Coach
Basketball Assistant Coach
Baseball Head Varsity Coach
Softball Head Varsity Coach
Track Head Varsity Coach
Soccer Head Varsity Coach

Level III 8% (continued)

Yearbook High School Advisor

Wrestling Assistant Coach

Volleyball Assistant Coach

Level IV 7%

Level V 6%

Cross Country Varsity Coach

Golf Varsity Coach

Track Assistant Coach

Baseball Assistant Coach

Softball Assistant Coach

Soccer Assistant Coach

Cheerleading Varsity Coach

Level VI 5%

Football Middle School Coach

Basketball Middle School Coach

Volleyball Middle School Coach

Wrestling Middle School Coach

Cheerleading J.V. Coach

Track Middle School Coach

Cheerleader Middle School Coach (all squads, full year)

Band Middle School Director

Forensics Director

Curriculum Committee Member

Level VII 3%

Intramural High School Coach
Intramural Middle School coach
Safety Patrol Advisor
National Honor society Advisor
Student Council High School Advisor
Student Council Middle School Advisor
Quiz Bowl Team Advisor
Science Olympiad Team Advisor
Yearbook Middle School Advisor

Level VIII 2%

Drama Middle School Advisor
Yearbook Elementary Advisor
Ski Club Advisor
Student Council - Elementary
Young Authors - Elementary
Write On

\$1,000 Stipend

Athletic Enhancement Programs (per 60 hrs.

MEMO OF UNDERSTANDING

Upon the formal request of one party to the other, the representatives of the Hart Education Association (its Bargaining Team) and the representatives of the Hart Board of Education shall meet and confer upon the problem(s) concerning the lay-off of teachers during the school year (Article XIV, Paragraph A)

Until such time that both parties formally ratify any change in the language of Article XIV, Paragraph A of the current Master Agreement, or the resulting implementation of such language, the current language contained in Article XIV, Paragraph A, and the resulting implementation of such language, shall be adhered to.

HART PUBLIC SCHOOLS

Grievance/Complaint Procedures for Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendment Act of 1972 and Section 504 of the Rehabilitation Act of 1973.

Section I

If any person believes that the Hart Public Schools District or institution or any part of the school/institution organization has inadequately applied the principles and/or regulations of (1) Title VI of the Civil Right Act of 1964, (2) Title IX of the Education Amendment Act of 1972, and (3) Section 504 of the Rehabilitation Act of 1973, he/she may bring forward a complaint, which shall be referred to as a grievance, to the Superintendent, Hart Public Schools, 300 Johnson Street, Hart, Michigan 49420.

Section II

The person who believes he/she has a valid basis for grievance shall discuss the grievance informally with his/her immediate supervisor or principal. If grievance is not solved in an informal manner h/she may initiate formal procedures according to the following steps.

Step I

A written statement of the grievance signed by the complainant shall be submitted to the superintendent. The superintendent or administrator shall meet with all parties involved, formulate a conclusion, and respond to the complainant. Complainant/ Grievance Forms are available in the Superintendent's Office.

Step 2

If the complainant remains unsatisfied, he/she may appeal through a signed, written statement to the board of Education. In an attempt to resolve the grievance, the Board of Education shall meet with the concerned parties and their representatives, formulate a conclusion, and respond to the complaint.

Step 3

If at this point the grievance has not been satisfactorily settled, further appeal may be made to the Michigan Department of Civil Rights and/or Secretary of Agriculture.

Policy of Compliance with Federal Law

Hart Public Schools do not discriminate on the basis of age, sex, race, disability, color, religion or national origin. No one will be excluded from participation in, or denied the benefits of, or be subjected to discrimination during any program or activity or in employment."

Adopted by the Board of Education, August 29, 1994

The Board of Education of Hart Public Schools has appointed the Superintendent as Coordinator of Title VI, Title IX, and Section 504. Inquires concerning the application of, or grievances for, any of these regulations should be addressed to:

Superintendent, Hart Public Schools
300 Johnson Street, Hart, Michigan 49420 (231) 873-4080

THE UNIVERSITY OF CHICAGO

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