

Hartford Public Schools Board of Education
& the
Hartford Education Association (MEA/NEA)

AGREEMENT

BETWEEN THE

HARTFORD BOARD OF EDUCATION

AND THE

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

2006-2008

Hartford Public Schools Board of Education
& the
Hartford Education Association (MEA/NEA)

TABLE OF CONTENTS

ARTICLE I - RECOGNITION 3
ARTICLE II - TEACHER RIGHTS 6
ARTICLE III - BOARD RIGHTS 7
ARTICLE IV - PROFESSIONAL COMPENSATION 8
ARTICLE V - TEACHING HOURS AND ASSIGNMENTS 9
ARTICLE VI - TEACHING CONDITIONS 11
ARTICLE VII - VACANCIES AND PROMOTIONS 12
ARTICLE VIII - TRANSFERS 13
ARTICLE IX - LEAVE PAY 14
ARTICLE X - TEACHER LOADS 15
ARTICLE XI - REDUCTION OF PERSONNEL 16
ARTICLE XII - TEACHER EVALUATIONS 18
ARTICLE XIII - LEAVES OF ABSENCE WITHOUT PAY 19
ARTICLE XIV - PROTECTION OF TEACHERS 21
ARTICLE XV - DISCHARGE, DISCIPLINE AND REPRESENTATION 22
ARTICLE XVI - GRIEVANCE PROCEDURE 23
ARTICLE XVII - MISCELLANEOUS PROVISIONS & CALENDAR 27
ARTICLE XVIII - INSURANCE 30
ARTICLE XIX - NO STRIKE AGREEMENT 31
ARTICLE XX - COMPLETION OF AGREEMENT 32
ARTICLE XXI - DURATION OF AGREEMENT 33
APPENDIX A 34
SCHEDULE A 35
APPENDIX B 36
LETTERS OF UNDERSTANDING 39-45
CALENDARS 46-48

Hartford Public Schools Board of Education
& the
Hartford Education Association (MEA/NEA)

Article I
Recognition

- A. The Board hereby recognizes the Association as the exclusive bargaining representative to the extent required by Act 336 of the Public Acts of 1947, as amended, for purposes of collective bargaining in respect to rates of pay, wages, hours of employment or other terms and conditions of employment to include all classroom teachers, guidance counselors, and librarians under contract, but excluding supervisory, executive, office, community and adult education teachers, and clerical employees, substitute teachers, and all other employees. The term "teacher" when used hereinafter in this Agreement shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined. Certified teachers for the purpose of this Agreement shall be defined to include non-certified, non-endorsed classroom teaching personnel as defined in Section 1233b of Act 25 of the Public Acts of 1990.
- B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement.
- C. 1. All teachers, as a condition of continued employment, shall either:
- a. Sign and deliver to the Board an assignment authorizing deduction of membership dues of the Association (including the National and Michigan Education Associations) and such authorization shall continue from year to year unless revoked in writing:

or

 - b. Cause to be paid to the Association a representation fee equal to the non-member's proportionate share of the cost of negotiating and administering this Agreement.
2. a. The procedure in all cases of non-payment of the service fee shall be as follows:
- i. The Association shall notify the employee of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for wage deduction may be filed with the Board if compliance is not effected.
 - ii. If the employee fails to remit the service fee or authorize deduction for same, the Association may request the Board to make such deduction pursuant to the opening paragraph above.
 - iii. The Board, upon receipt of request for involuntary deduction, shall provide the employee with an opportunity for a due process hearing limited to the question of whether the employee has remitted the service fee to the Association or authorized payroll deduction for same.
- b. The Association has established a "Policy Regarding Objections to Political-Ideological Expenditures." That Policy and the administrative procedures (including timetable for payment) pursuant thereto, applies only to non-Association employees. The remedies set forth in that policy shall be exclusive

Hartford Public Schools Board of Education
& the
Hartford Education Association (MEA/NEA)

and, unless and until such procedures (including any administrative or judicial review thereof) shall have been availed of and exhausted, no dispute, claim, or complaint by an objecting employee concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement.

3. Regular dues or the non-member's representation fee for any or all of the above stated organizations shall be deducted together, as one deduction in twenty (20) equal, biweekly, consecutive installments.
4. Authorization for deductions filed with the Superintendent before the seventh day after school opening of each year of this contract shall become effective with the first scheduled deduction of the coming school year. Authorizations for deductions filed after the seventh day after school opening shall be deducted as soon as practical.
5. Dues authorizations once filed with the Superintendent shall continue in effect until a revocation form in writing and signed by the teacher is filed with the Superintendent and the Treasurer of the Association. It is expressly understood that the Superintendent and the Board need only honor one authorization form per year per teacher.
6. Non-member's representation fee shall not be subject to change during the entire school year. It is expressly understood that the Board is not required to deduct any monies not specified under the terms of this Article.
7. For the purpose of this Article, the term "school year" shall include the period beginning with the first teacher working day of school in the fall to the last teacher working day of school in the spring.
8. Dues deduction shall be transmitted by the Superintendent to the Association Treasurer within ten (10) days after such deductions are made. The Association shall be responsible for disbursements of MEA and NEA dues.
9. All refunds claimed for deductions under such dues authorizations shall lie solely with the Association. The Association agrees to reimburse any teacher for the amount of any deduction deducted by the Board and paid to the Association, which deduction is by error in excess of the proper deduction and agrees to hold the Board harmless from all claims of excessive deduction.
10. Any dispute between the Association and the Board which may arise as to whether or not an employee properly executed or properly revoked an authorization card pursuant to this Article, shall be reviewed with the employee by a representative of the Board. Until the matter is disposed of, no further deductions shall be made. The Board assumes no liability for the authenticity, execution or revocation of the authorization form.
11. The Association agrees to save the Board harmless from any and all costs, including witness and fees, attorney fees, back pay awards, punitive damages, or any other cost of prosecution or defense or any liability resulting from the prosecution or defense of any action or inaction claimed or otherwise to which the Board of Education may be liable by virtue of the provisions of this Article.

Hartford Public Schools Board of Education
& the
Hartford Education Association (MEA/NEA)

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

It is agreed that the Association may choose the attorney for the Board subject to the attorney's proper defense and protection of the Board. The Association shall reimburse the Board the administrative costs incurred for political action deductions.

12. Nothing contained herein shall be construed to deny or restrict to any teacher, rights he/she may have under the Michigan General School Laws.
- D. Authorization for political action contributions shall be provided on an annual basis. The Association shall reimburse the district the cost for administering such political deductions.

Hartford Public Schools Board of Education
& the
Hartford Education Association (MEA/NEA)

Article II
Teacher Rights

- A. Pursuant to Act 336 of the Public Acts of 1947, as amended, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. The Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 336 of Public Acts of 1947, as amended; that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association, his participation in any activities of the Association or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. The Association and its members shall have the right to use school building facilities at all reasonable hours for meetings subject to prior approval. No teacher shall be prevented from wearing insignia, pins or other identification of membership in the Association either on or off school premises. Existing bulletin board, intra school mail, and intercom system (during times when school is not in session) shall be available to the Association. In the event of a strike, school-building facilities shall not be used by the Association and its members.
- C. The parties and its agents agree to furnish, in response to reasonable written requests, public information necessary to prepare intelligent and accurate proposals for negotiations and information necessary to process grievances beyond Level One.
- D. At the beginning of every school year, the Association shall be credited with ten (10) days to be used by teachers who are officers or agents of the Association, such use to be at the discretion of the Association. The Association agrees to notify the Board no less than forty-eight (48) hours in advance of taking such leave. It is expressly understood that Association days shall not be used by teacher's who are officers or agents of the Association for the purpose of picketing or assisting other school employees of Hartford or elsewhere engaged in a strike or withholding of services.

Hartford Public Schools Board of Education
& the
Hartford Education Association (MEA/NEA)

Article III
Board Rights

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

Hartford Public Schools Board of Education
& the
Hartford Education Association (MEA/NEA)

Article IV
Professional Compensation

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

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

1. Any program for deductions must have a minimum of seven (7) participants to be established. No more than four (4) annuity companies shall be available based upon the Association's recommendation. However, New York Life and MEAFS shall be allowed to continue.
 2. Any initial deduction or change in deduction must be delivered in writing to the payroll office fourteen (14) business days prior to the affected payday.
 3. The employer shall be held harmless against any and all claims, demands, costs, suits, or other forms of liability arising out of such payroll deductions.
 4. Authorizations for payroll deduction may be submitted for United Federal Credit Union, School Employees Credit Union or Berrien Teachers Credit Union.
- C. Outside teacher experience of newly employed teachers will be subject to agreement between the teacher and the Board at the time of hiring without Association intervention.
 - D. Any tenure member of the professional staff will be afforded the opportunity of membership in one professional society or organization of his/her choice (providing it is in the area of his/her specialization) paid by the Board and not to exceed twenty dollars (\$20.00) per year. This does not apply to membership in the Michigan Education Association, National Education Association, or Hartford Education Association. The request is to be submitted to the Superintendent's office by September 30th.
 - E. Authorization for the Association dues or fees in Article I.C. will be deducted from each paycheck from September through June; all other authorized deductions will be made from each paycheck from September through August.

Hartford Public Schools Board of Education
& the
Hartford Education Association (MEA/NEA)

Article V
Teaching Hours and Assignments

- A. The normal weekly teaching hours in the middle school and high school will include one normal class period daily for preparation.
- B. Teachers who will be affected by a change in grade assignments in the elementary school grades and by changes in subject assignment in the secondary school grades will be notified and consulted by their principals as soon as the change becomes evident and necessary. Such changes will be voluntary to the extent possible. Every effort will be made to avoid reassigning probationary elementary school teachers to different grade levels.
- C. The Board will notify the teacher, by the last day of school, of their tentative teaching assignments for the following year but the Board reserves the right to make changes following such notification. Should said change be made in the summer months, the teacher shall be notified by mail sent to their last known address.
- D. The Elementary school schedule shall include two (2) fifteen (15) minute recess periods daily, which shall serve as a break for the students and duty free time for the teacher, weather permitting.
- E. Teachers shall be required to attend staff meetings immediately before and after regular hours when requested to do so by a school administrator. These meetings are to be kept to a minimum.
- F. Teachers will have a duty free lunch of not less than sixteen (16) minutes at the secondary level and twenty (20) minutes at the elementary level, provided that the district has the resources to employ noon hour aides without program cutbacks or layoff of other employees.
 - 1. During inclement weather the teacher shall be responsible to supervise students in which case the twenty (20) minute duty free lunch shall not be guaranteed nor will extra pay be granted. The Board and the Association agree to meet and confer to work out a plan that will best solve the problem during inclement weather using existing staff.
- G. The teaching hours for the 2006-2007 school year shall be as follows:

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

Teachers are not to depart prior to the departure of school buses. The Board reserves the right to change the starting and ending times upon prior notification of the Association. A joint committee of the administration/Board representatives and the Education Association shall develop a schedule for the 2006-2007 and 2007-2008 school years designed to provide equitable class time for the morning and afternoon career tech students.

Hartford Public Schools Board of Education
& the
Hartford Education Association (MEA/NEA)

- H. Probationary teachers required to attend inservice or professional development days in excess of the school calendar shall do so at no additional compensation. If Hartford's inservice qualifies for the statutory requirements, these days shall count toward the fifteen (15) days required.
- I. Elementary Recreation/Recess Program

The elementary schools shall determine on a building basis the recreational educational structure for each building. The agreed options are as follows:

Option A

1. Thirty-minute lunch with two fifteen-minute recreational periods.
2. Recreational periods to be covered by one certified teacher and one physical education teacher.
3. Physical education teacher to organize a structured activity for each recreational period.
4. Certified teacher to supervise unstructured recreation for each recreational period.
5. Each teacher would be paid at a rate of \$15 for each outdoors recreational period.
6. The number of supervised recreational periods shall be determined by the number of student instructional hours needed to meet the State's 1098-hour requirement. Indoor recess during inclement weather will reduce the number of outside recreational recess periods.
7. It is estimated that 92 recreational days would be required to meet State clock hour requirements.
8. The teachers, including elementary shared teachers, but excluding secondary shared teachers, in each building shall provide the certified teacher on a rotating basis. Each building shall determine a schedule for the recess periods prior to the first day of school for students. Sign up for recreational periods shall first be by voluntary basis, with remaining days covered by an equitable rotation.

Option B

1. Forty-minute lunch with one twenty-minute recreational period.
2. Recreational period to be covered by one certified teacher and one physical education teacher.
3. Physical education teacher to organize a structured activity for each recreational period.
4. Certified teacher to supervise unstructured recreation for each recess.
5. Each teacher would be paid at a rate of \$20.00 for each outdoors recreational period.
6. The number of supervised recreational periods shall be determined by the number of student instructional hours needed to meet the State's 1098-hour requirement. Indoor recess during inclement weather will reduce the number of outside recreational recess periods.
7. It is estimated that 142 recreational days would be required to meet State clock hour requirements.
8. The teachers, including elementary shared teachers, but excluding secondary shared teachers, in each building shall provide the certified teacher on a rotating basis. Each building shall determine a schedule for the recess periods prior to the first day of school for students. Sign up for recreational periods shall first be by voluntary basis, with remaining days covered by an equitable rotation.

Hartford Public Schools Board of Education
& the
Hartford Education Association (MEA/NEA)

Article VI
Teaching Conditions

- A. If possible the Board shall make available in each school lunchroom, restrooms and lavatory facilities for teacher use and at least one (1) room appropriately furnished, which shall be reserved for use as a faculty lounge.
- B. Telephone facilities shall be made available to teachers for school business which is anything connected with the daily operation of a school building involving plans that affect the welfare and education of the student or personal business of any emergency nature that cannot be made other than during the school day due to illness or death in the family or business affairs that cannot be delayed beyond the school day.
- C. Parking facilities shall be made available to teachers for their use.
- D. 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 unless such activities interfere with the operation of the district.
- E. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex or marital status, disability or membership in or association with the activities of any employee organization. The Board and the Association pledge themselves to seek to extend the advantages of public education to every student without regard to race, creed, religion, sex, color or national origin and to seek to achieve full equality of educational opportunity to all pupils.
- F. Statement of Compliance with Federal Law

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

Hartford Public Schools Board of Education
& the
Hartford Education Association (MEA/NEA)

Article VII
Vacancies and Promotions

- A. Whenever any vacancy in the bargaining unit in the district shall occur, the Board shall publicize the same by giving written notice of such vacancy to the Association and providing for appropriate posting in every school building. No vacancy shall be filled except in case of emergency on a temporary basis, until such vacancy has been posted for at least five (5) days during the academic school year.

During the summer vacation period, teachers who are interested in a voluntary transfer shall register with the central office secretary and provide the specific grade level and subject area of interest. During the summer period, pre-registered bargaining unit members and the HEA president will be notified of a vacancy by any one of the following means: home E-mail, home phone call or home phone message. Bargaining unit members shall have 72 hours to respond to notice of vacancy. In all cases, the district shall be responsible for only notifying pre-registered candidates in the areas that they specifically listed in the central office as well as the HEA president. Any teacher who responds to a vacancy notice later than the 72 hour period, shall waive all rights to be considered for that specific vacancy. Each teacher shall be eligible to take only one voluntary transfer during a twelve-month period of time, unless this time period is waived by the Administration.

When a vacancy occurs within 14 calendar days prior to the beginning of the school year or during a school year, the parties agree to limit the number of voluntary transfers to one, unless waived by the Administration.

- 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 are superior to applicants with greater service. The Board declares its support of a policy of promotions from within its own teaching staff, including promotions to supervisory and executive levels. However, promotional decisions outside the bargaining unit shall not be subject to the grievance procedure. "Service" in the system, for purposes of this Agreement, shall mean continuous employment in a school of the district, including substitute service, irrespective of tenure status, but shall exclude all periods when the teacher was on leave of absence for any cause and excluding service performed in a position not requiring certification.

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

Hartford Public Schools Board of Education
& the
Hartford Education Association (MEA/NEA)

Article VIII
Transfers

- A. Since 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 transfers of teachers are to be minimized.
- B. In the event that a transfer of teachers appears to be necessary, lists of available positions within the district shall be posted in the same manner as provided in Article VII.

Hartford Public Schools Board of Education
& the
Hartford Education Association (MEA/NEA)

Article IX
Leave Pay

- A. Teachers shall be credited ten (10) days sick leave per year at the beginning of the school year accumulative to one hundred seventy-five (175) days. Sick leave shall be earned at the rate of one (1) day per month. If an employee fails to complete a full school year, sick days taken in excess of the earned one (1) day per month shall be deducted from the teacher's final paycheck.
1. The Board may request a physician's report if the teacher is absent for two (2) or more consecutive days or there is a pattern of absences.
 2. A teacher on paid or unpaid leave shall not accrue additional paid leave days.
 3. If school is canceled due to inclement weather or acts of God and the teacher is not required to work, the teacher will not be charged a sick or business day.
- B. Teachers in the employ of the Board may use paid sick leave in case of death or serious illness in the immediate family (spouse, children, parents, parents-in-law, brother, sister, grandfather, grandmother). This leave may also be available in case of death or serious illness of any other person designated by a committee of three (3) composed of the Superintendent, building principal and teacher involved.
- C. All teachers in the employ of the Board will be credited two (2) paid leave days per year for personal business. These days will be earned at a rate of one (1) day per semester. A teacher who leaves prior to the end of the school year and has taken both days shall have deducted one (1) day from their final paycheck. The teacher will notify the building principal or Superintendent at least twenty-four (24) hours in advance of using leave. Personal business days may be accumulated to a maximum of five (5) days, but no more than four (4) days may be taken in any school year. Personal business day or days cannot be used the last day prior to or the first day subsequent to a regular school vacation, break or holiday such as Labor Day, Thanksgiving, Christmas, spring break, Good Friday or Memorial Day or the last day prior to and including parent teacher conferences. Any violation of the foregoing provisions may subject the teacher to disciplinary action. If an employee has four (4) or more personal business days accumulated at the end of a school year, two (2) days shall be transferred to their accumulated sick leave. The days shall be converted automatically to sick leave unless the teacher provides written notice by June 1st of each school year that they do not desire such a conversion.
- D. A teacher absent from work because of mumps, scarlet fever, measles or chicken pox shall suffer no diminution of compensation and shall not be charged with sick-leave provided such diseases are present in the school system at that time and the teacher is not absent more than ten (10) days. In cases of pink eye, the teacher may be absent for one day without being charged a sick day.
- E. The Board will provide upon retirement from the Hartford Public Schools \$50.00 for each unused sick day accumulated up to a maximum of 175 sick days provided that the employee gives notice by March 1. If the employee fails to provide notice by March 1, then the payment shall be \$30 per day. If the employee who has an accumulation of 175 days at the beginning of the final school year and uses any sick days, thereby reducing the number of 175 accumulated days, the employee will be credited with the number of days reduced up to ten (10) days. To be eligible teachers must qualify for and apply for retirement with the Michigan Public School Employees Retirement System.

Hartford Public Schools Board of Education
& the
Hartford Education Association (MEA/NEA)

Article X
Teacher Loads

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

Kindergarten	25 pupils
Early Elementary	25 pupils
Later Elementary	25 pupils

Secondary Level Classes

English	25 pupils	Industrial arts	30 pupils
Social Studies	25 pupils	Drafting	20 pupils
General Mathematics	30 pupils	Art	25 pupils
Advanced Mathematics	25 pupils	Physical Education	40 pupils
General Sciences	30 pupils	Computers	Lab size
Advance Sciences	25 pupils	Life skills	25 pupils
Languages	25 pupils		
General Business	30 pupils		
Advanced Business	25 pupils		

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

Hartford Public Schools Board of Education
& the
Hartford Education Association (MEA/NEA)

Article XI
Reduction of Personnel

- A. In the event it becomes necessary to reduce the number of teachers through layoff, the following procedure shall be applied using the criteria stated below:
1. The least senior probationary teachers shall be laid off, provided there remains teachers who are certified and qualified to teach in the remaining positions.
 2. If further reductions are made, tenure teachers shall be laid off, least senior first, provided there remains teachers who are certified and qualified to teach in the open positions.
- B. For the purpose of layoff and recall, the term "qualified" shall be defined as follows:
1. Elementary Classroom - Teachers assigned to elementary classroom positions shall be deemed qualified if they are certified as elementary classroom teachers and meet all state and federal teaching requirements.
 2. Grades 6, 7 and 8 - Teachers assigned to the middle school shall be assigned within their major fields of study or assigned to the subject area(s) where they meet the state and federal teaching requirements.
 3. Senior High - Teachers assigned to the senior high must have a major or minor and meet the requirements as set forth by North Central Association of Colleges and Universities and meet all state and federal teaching requirements.
 4. Special Areas - Teachers assigned in the special areas of art, music, PE, counseling and library must have special endorsements and meet all state and federal teaching requirements.
- C. Seniority shall be defined as length of continuous service with the district. Seniority shall not accrue during unpaid leaves of absence.
1. Administrators currently employed, as of August 15, 1990, will continue to accrue seniority as a teacher.
 2. Administrators hired after August 15, 1990, will not accrue seniority while employed as an Administrator.
 3. Teachers who transfer to Administrative positions will retain their accrued seniority but will not accrue seniority while employed as an Administrator.
- D. In the circumstances of more than one (1) individual beginning employment on the same date, the seniority date shall be the day the teacher signed the contract. In the circumstances of more than one (1) teacher signing their contract on the same day, all individuals so affected will participate in a drawing to determine position on the seniority list. The Association and teacher(s) so affected will be notified in writing of the date, place and time of the drawing. The drawing shall be conducted openly and at a time and place which will reasonably allow affected teachers and Association Representatives to be in attendance.

Hartford Public Schools Board of Education
& the
Hartford Education Association (MEA/NEA)

- E. Any teacher on layoff shall be recalled in inverse order of layoff provided he/she is certified and qualified for the vacancy. Tenured teachers will have priority over probationary teachers in recalls. No new teachers shall be employed by the Board while there are teachers who were in the bargaining unit who are laid off unless there are no laid off teachers with proper certification and qualifications to fill any vacancy which may arise.
- F. The Board shall give written notice of recall from layoff by sending a registered or certified letter to said teacher at his/her last known address. It shall be the responsibility of each teacher to notify the Board of any change in address. The teacher's address as it appears on the Board's records shall be conclusive when used in connection with layoffs, recall or other notice to the teacher.
- G. In the event of a reduction of personnel, the affected teacher(s) shall be given forty-five (45) days of notice before the beginning of school in the fall or the beginning of the second semester. It is agreed said forty-five (45) day notice shall be sufficient if notified by the Administration of its intent to recommend the reduction to the Board.
- H. Teachers shall remain on the recall list for five (5) years or the length of service whichever is less.

Hartford Public Schools Board of Education
& the
Hartford Education Association (MEA/NEA)

Article XII
Teacher Evaluations

- A. The Board and Association agree to utilize the "Framework for Effective Teaching" dated August 1, 1996 as amended in B 3 below.
- B.
1. The final evaluations must be completed by May 1 of each year.
 2. The Individual Development Plan (IDP) form shall be developed and only utilized for probationary teachers.
 3. Third and fourth year probationary teachers shall be evaluated at least two times during the year, one for each semester.
- The Board and Association agree to utilize the "Framework for Effective Teaching" dated August 1, 1996.
- C. Probationary teachers will be assigned a mentor teacher to help guide the new teacher through the initial three (3) years of their probationary period.
- D. Mentor Teachers will receive a \$500 per year extra duty stipend.
- E. Evaluations shall be conducted by a building principal or other full-time administrators. Each formal classroom observation for evaluation shall be made in person for a minimum of thirty (30) consecutive minutes. All monitoring or observation of the performance of a teacher shall be conducted openly and with full knowledge of the teacher. This does not limit the principal's right to observe at any time.
- F. A personal review shall take place as soon as possible following the formal classroom observation for evaluation. The administrator shall prepare and submit a written report with recommendations within twenty (20) days of the personal review.
- G. Three (3) copies of the formal written report shall be signed by the evaluating administrator and the teacher two (2) signed copies to be returned to the administrator and the third to be retained by the teacher. In the event the teacher feels his evaluation was incomplete or unjust he may put his objections in writing within thirty (30) days of receiving the evaluation and have them attached to the evaluation report to be placed in his personnel file. The teacher may request at this time another personal conference with the administrator to be held within five (5) days and shall be entitled to have a Representative present.
- H. At least sixty (60) days before the close of each school year or the anniversary date of hire the controlling Board shall provide a probationary teacher with a definite written statement as to whether or not his service will be discontinued. If the written evaluation contains any information not previously made known to and discussed with the probationary teacher the teacher shall have an opportunity to submit additional information to the Superintendent.

Hartford Public Schools Board of Education
& the
Hartford Education Association (MEA/NEA)

Article XIII
Leaves of Absence Without Pay

- A.
1. Child Care leave without pay is available to teachers to care for a newborn, newly adopted or seriously ill child. The length of leave shall not exceed one (1) year. The leave may be extended with approval of the Board.
 2. In order to provide for continuity within the classroom between pupil and teacher, the teacher shall notify the Superintendent's office in writing at least four (4) months prior to the expected date of birth so that necessary arrangements can be made to procure the teacher's replacement.
 3. Within thirty (30) days thereafter, the teacher shall submit a written request for child care leave to the Board of Education. The request shall specify the beginning and ending dates of the leave. A physician's statement may be requested by the Board. As nearly as possible, the beginning date of the leave of absence should conform to the beginning or ending of a marking period, semester, school year, winter vacation or spring vacation.
 4. The teacher, upon returning from childcare leave, may be required to submit: a statement from the physician indicating the employee is physically fit for employment.
 5. Child care leave will be granted without pay and without experience credit, without sick leave accumulation and without accumulation of seniority. Upon return from child care leave, the teacher shall be restored to the same position on the salary schedule as when he/she left and be entitled to other accrued benefits prior to said leave.
 6. A teacher shall have the right to a maternity, paternity or adoption leave. The teacher may use accumulated sick leave benefits during this leave if the teacher so desires, and shall notify the Board in writing at least thirty (30) days prior to the beginning of this requested leave, except in a case of emergency, where written notification shall be given as soon as practicable.
 7. In cases of adoption, the leave shall begin no earlier than the date of entry of an order from the probate court awarding custody to the adoptive teacher. In cases of a seriously ill child, the district may request medical certification that includes the date the health condition began; the probable duration; facts regarding the condition; and a statement that the employee is needed to care for the child.
 8. It is understood that the foregoing shall not supersede provisions for layoff or other provisions of law or this contract.
- B. Any tenured teacher who joins the Peace Corps as a full-time participant in such program for two (2) years, will be offered a position if a vacancy is available in their major or minor field. Any period so served shall be treated as time taught for purposes of the salary schedule set forth in Appendix A of this Agreement.
- C. Teachers serving in military service shall have reemployment rights as specified in Act 145 of 1943. Teachers restored to their positions under this paragraph will be given the benefit of increments as if they had remained a teacher with Hartford Public Schools.
- D. The Board shall grant a leave of absence without pay to any tenured teacher to serve in a public office, of not more than one (1) year providing the leave has been requested in accordance with

Hartford Public Schools Board of Education
& the
Hartford Education Association (MEA/NEA)

the Michigan State Tenure Law. No leave time for such purpose will be allowed to interrupt the regular school year contract after the first day of school.

- E. The Board may grant a sabbatical leave in accordance with section 1235 of the Revised School Code, as amended.
- F. The Board may grant up to one (1) year leave of absence as it deems desirable; this leave will not generally be available to probationary teachers.
- G. Family illness leave for up to twelve (12) weeks shall be granted to the teacher to care for a seriously ill spouse, child, parent or themselves. To be eligible for such leave the employee must have been an employee of the district for at least one year.
 - 1. The teacher shall provide thirty (30) days advance notice of the need for such a leave except in cases of emergency.
 - 2. The employer may request medical certification which shall include the date the serious illness began; the probable duration of the condition; facts regarding the condition; and a statement that the employee is needed to care for a spouse, parent or child. The employer may require a second opinion as to the condition at its expense.
 - 3. A teacher may be required to extend a leave to coincide with a semester or vacation break to minimize educational disruption.
 - 4. Health benefits of the teacher shall be continued for the twelve (12) weeks unpaid leave. If an employee voluntarily fails to return to work, the employer may recover the health coverage premiums paid for the employee during the twelve (12) weeks unpaid leave.
 - 5. Employees shall be granted an intermittent or reduced work schedule provided it would not cause the teacher to be absent more than 20% of the time. If the employee is absent more than 20% of the time, he or she maybe required to take a continuous leave or temporarily transfer to an alternative position.
 - 6. This section shall be administered in accordance with the Federal Family and Medical Leave Act.
 - 7. Any paid leave time shall be counted concurrently with FMLA.

Hartford Public Schools Board of Education
& the
Hartford Education Association (MEA/NEA)

Article XIV
Protection of Teachers

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

Hartford Public Schools Board of Education
& the
Hartford Education Association (MEA/NEA)

Article XV
Discharge, Discipline and Representation

- A. No teacher shall be reprimanded, disciplined, or discharged without just cause; except probationary teachers may be discharged in accordance with provisions in the Teachers' Tenure Act relating to probationary teachers. Also note some matters are not subject to the Grievance Procedure, Article XVI.
- B. Any teacher being reprimanded, disciplined, or discharge may have an Association Representative present.

Hartford Public Schools Board of Education
& the
Hartford Education Association (MEA/NEA)

Article XVI
Grievance Procedure

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

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

1. The termination of services of or failure to re-employ any probationary teacher whose performances were evaluated unsatisfactory;
2. Any matter subject to the Teachers' Tenure Act;
3. Discharge of a probationary teacher;
4. The content of the evaluations - however, discipline and/or reprimand resulting from evaluations shall be grievable, subject to the above stated restrictions. Procedural matters of the evaluation may be grieved;
5. The termination of services or failure to re-employ any teacher to a position on the extracurricular schedule.

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

6. Any matter which a complaint, claim or charge has been filed in an alternative forum established by state or federal law. It is the parties' intent that there be one remedy.
- B. The Association shall designate a committee to handle grievances when requested by the grievant. The Board hereby designates the principal of each building to act as its representative at Level One as hereinafter described and the Superintendent or his designated representative to act at Level Two as hereinafter described.
- C. The term "days" as used herein shall mean days in which school is in session except during summer recess when "days" shall mean Monday through Friday, excluding holidays.
- D. Written grievances as required herein shall contain the following:
1. It shall be signed by the grievant or grievants;
 2. It shall be specific;
 3. It shall contain a synopsis of the facts giving rise to the alleged violation;
 4. It shall cite the section of subsections of this contract alleged to have been violated;
 5. It shall contain the date of the alleged violation;
 6. It shall specify the relief requested.
- E. Level One - A teacher believing himself wronged by an alleged violation of the expressed provisions of this contract shall within five (5) days of its alleged occurrence orally discuss the grievance with the building principal in an attempt to resolve same.

Hartford Public Schools Board of Education
& the
Hartford Education Association (MEA/NEA)

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

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

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

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

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

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

Level Four

1. If the Association is not satisfied with the disposition of the grievance at Level Three, it may within ten (10) days after the decision of the Board, refer the matter for arbitration to the American Arbitration Association, in writing, with written notice at that time to the district and request the appointment of an arbitrator to hear the grievance. If the parties cannot agree upon an arbitrator, he shall be selected by the American Arbitration Association in accordance with its rules except each party shall have the right to pre-emptorily strike not more than three from the list of arbitrators.
2. Neither party may raise a new defense or ground at Level Four not previously raised or disclosed at other written levels. Each party shall submit to the other party not less than three (3) days prior to the hearing a pre-hearing statement alleging facts, grounds and defenses which will be proven at the hearing and hold a conference at that time in an attempt to settle the grievance.
3. The decision of the arbitrator shall be final and conclusive and binding upon employees, the Board and the Association; subject to the right of the Board or the Association to judicial review, any lawful decision of the arbitrator shall be forthwith place into effect.
4. Powers of the arbitrator are subject to the following limitations:

Hartford Public Schools Board of Education
& the
Hartford Education Association (MEA/NEA)

- a. He shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
 - b. He shall have no power to establish salary scales or to change any salary.
 - c. He shall have no power to change any practice, policy or rule of the Board nor substitute his judgment for that of the Board as to the reasonableness of any such practice, policy, rule or any action taken by the Board.
 - d. In rendering decisions, an arbitrator shall give due regard to the responsibility of management and shall so construe the agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this Agreement.
 - e. He shall have no power to interpret state or federal law but must apply the law as it is written or interpreted by the courts.
 - f. He shall not hear any grievance previously barred from the scope of the grievance procedure.
5. After a case on which the arbitrator is powered to rule hereunder has been referred to him, it may not be withdrawn by either party except by mutual consent.
 6. If either party disputes the procedural arbitrability of any grievance under the terms of this Agreement, the arbitrator shall have jurisdiction to determine arbitrability. In the event that a case is appealed to the arbitrator on which he has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
 7. More than one grievance may not be considered by the arbitrator at the same time except upon expressed written mutual consent.
 8. The cost of arbitrator shall be borne equally by the parties except each party shall assume its own cost for representation including any expense of witnesses.
- F. Should the Association fail to institute a grievance within the time limits specified, the grievance will not be processed. Should the Association fail to appeal a decision within the limits specified, the grievance shall not be processed.
- G. The Association shall have no right to initiate a grievance involving the right of a teacher without his or her express approval.
- H. All preparation, filing, presentation or consideration of grievances shall be held at the times other than when a teacher or a participating Association representative are to be at their assigned duty stations.
- I. Where no wage loss has been caused by the action of the Board, the Board shall be under no obligation to make monetary adjustments and the arbitrator shall have no power to order one.
- J. Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or non-occurrence of the event upon which the grievance is based. In no event, however, shall the settlement be earlier than thirty (30) days prior to the date of which the grievance is filed.

Hartford Public Schools Board of Education
& the
Hartford Education Association (MEA/NEA)

- K. Grievance negotiations and arbitration matters shall be scheduled after the regular school day only. Under special Board consideration, a teacher engaged during the school day in negotiating on behalf of the Association with any representative of the Board or participating in any professional grievance negotiation, including arbitration at the request of the school Board or Michigan Employment Relations Commission shall be released from regular duties without loss of salary.

Hartford Public Schools Board of Education
& the
Hartford Education Association (MEA/NEA)

Article XVII
Miscellaneous Provisions

- A. The Board agrees at all times to maintain an adequate list of substitute teachers. Teachers shall be informed of a telephone number they must call to report unavailability for work. Calls should be made prior to one and one-half (1.5) hours of the commencement of scheduled classes.
- Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher. Teachers will not be required to accept additional duties or give up consultation or preparation periods to replace another teacher who had reported unavailability for work except when certified and qualified replacements are not available for proper supervision of students.
- B. The Board of Education and/or school personnel shall not cause the use of polygraph or lie detector devices in any investigation of any teacher.
- C. The Association shall deal with ethical problems arising under the Code of Ethics of the Education Profession in accordance with the terms thereof, and the Board recognizes that the Code of Ethics of the Education Profession is considered by the Association and its membership to define acceptable criteria of professional behavior. A copy of the Code of Ethics of the Education profession shall be attached to the master contract.
- D. This Agreement shall supersede any rules, regulations or practices of the board which shall be contrary to or inconsistent with its terms. It shall, likewise, supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- E. Copies of this Agreement shall be printed at the expense of the Board with the mutual assistance of the H.E.A. and presented to all teachers now employed or hereafter employed by the Board.
- F. If any provisions of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to that extent permitted by law, but all other provisions or application shall continue in full force and effect.
- G. A copy of the Board agenda will be posted at a suitable place in each building at the time of distribution to Board members.
- H. Teachers shall be paid on the basis of 26 equal pay periods per school year unless the teacher notifies the administration of their wish to receive 21 pays during the first week that school commences on a form provided by the administration. For those teachers receiving 26 pays the remaining salary will be available on the second pay period in July if the Superintendent's office is notified in writing by June 1.
- I. Act of God Days - Calendar:
1. a. Scheduled days of student instruction which are not held because of conditions not within the control of school authorities such as inclement weather, fires, epidemics, mechanical breakdowns, or health conditions as defined by the city, county or state health authorities, may be rescheduled at the discretion of the

Hartford Public Schools Board of Education
& the
Hartford Education Association (MEA/NEA)

Board of Education within the guidelines described herein to ensure that there are a minimum State mandated hours/days of instruction required for full funding. Teachers will receive their regular pay for days which are canceled but shall work on any rescheduled days or hours with no additional compensation.

- b. The Board of Education shall not be required to cancel a "work day" (i. e., a day when teachers report but students are not in session such as an end of semester, grading day, a parent-teacher conference day, or an inservice day) or that portion of any day which is scheduled to be a partial work day even though students do not report. However, the Board may do so in its discretion. The Board shall not be required to reschedule a workday or a partial workday which is canceled, but may do so in its discretion.
- c. Total annual salary is based on the negotiated number of teacher workdays during the entire school year regardless of whether the days actually worked are the same as originally scheduled or are different from those originally scheduled due to rescheduling by the Board. Teachers will be paid an additional per diem rate only for any days which they are required to work as part of the regular school year beyond the negotiated number of teacher workdays.
- d. In the event a teacher receives unemployment compensation benefits (which as used herein also includes underemployment benefits) during the school year (associated with his/her regular teaching assignment) due to days of instruction not being held when scheduled because of conditions not within the control of school authorities as stated above and those days of instruction are rescheduled so that the teacher works those instructional days at a later time, the teacher will have his/her pay adjusted such that his/her unemployment compensation plus the salary paid to the teacher for the year will be equal to the annual salary he/she would have earned for the school year had there not been scheduled days of instruction canceled for such reasons. This provision shall be subject to the following conditions:
 - (1). The total of unemployment compensation plus salary earned by employment in the district shall not be below that which the employee would have received had there not been any instructional days canceled for such reasons.
 - (2). The total of unemployment compensation plus salary earned through employment in the district shall not be less than the teacher's salary from the same or similar period during the preceding school year.
- e. Should the legislature amend the existing statutes requiring the make-up of days of student instruction lost due to Acts of God, fire, storms, epidemics, mechanical breakdowns or health conditions as defined by city, county or state health authorities to a form of legislation not requiring the make-up of those days without the loss of state aid, it is agreed that such instruction days lost, because of the aforementioned reasons will not have to be made up.
- f. The order of make-up snow days, if necessary will be as follows:
 - (1). Half day for students during the first professional development day scheduled in January or after. The day will not be used if it would

Hartford Public Schools Board of Education
& the
Hartford Education Association (MEA/NEA)
disqualify the district from receiving professional development funds for reimbursement.

- (2). Half day for students the last teacher workday.
- (3). Remainder of week after school is out, if needed.
- (4). Half day for students and teachers on the day after the spring parent/teacher conferences if the day does not coincide with the beginning of spring break.
- (5). First week after school is out and thereafter as needed.

g. Calendar

- (1) Winter Recess
 - (a) If Christmas and New Years Day falls on a Friday, Saturday or Sunday, winter recess will begin the Monday preceding Christmas.
 - (b) If Christmas and New Years Day falls on a Monday through Thursday, winter recess will begin at the end of the school day the Friday preceding Christmas.
 - (c) Length of the winter recess will be two weeks.
- (2) Spring Recess: Spring recess will be the first week in April, Sunday being the first day of the week.

Hartford Public Schools Board of Education
& the
Hartford Education Association (MEA/NEA)

Article XVIII
Insurance

A. Health Insurance:

The Board will contribute 95% of the premium cost of the health insurance benefit, MESSA Choices II with XVA2 with \$5/\$10 Rx card.

The Board shall not pay premium contributions towards any other coverage that shall result in penalty to district or as prohibited by law.

The teachers will be responsible for 5% of premium costs for health insurance.

- B. Options: Those teachers not electing to take health insurance provided in paragraph A shall be entitled to take cash under IRS section 125 equal to the Choices II XVA2 single subscriber rate per month.
- C. Dental Insurance: The Board will provide Delta Dental of Michigan (80-80-80/\$1,000) during the life of the contract.
- D. Optical insurance: The Board will provide MESSA VSP-2 optical insurance for teachers and their dependents.
- E. The teachers working less than full-time shall receive pro rata benefits. Above specified provided those benefits are available under the policies above described.
- F. The Board agrees that upon request of the Association, the insurance coverage may be changed to a MESSA PAK provided there is no additional cost to the Board.
- G. The employee share for premium contribution may be payroll deducted via IRS Section 125 at the employee option.
- H. Open enrollment for current employees shall be May 1, and for new hires September 1 of each year.

Hartford Public Schools Board of Education
& the
Hartford Education Association (MEA/NEA)

Article XIX
No Strike Agreement

The Association recognized that strikes, as defined by section 1 of Public Act 336 of 1947 of Michigan, as amended, by teachers, are contrary to law and public policy. The Board and the Association subscribe to the principle that differences shall be resolved by appropriate and peaceful means in keeping with the high standards of the profession, without interruption of the school program. Accordingly, the Association agrees that during the term of this Agreement, it will not direct, instigate, participate in, encourage or support any strike against the Board by any teacher, or group of teachers, nor shall the Board engage in any lockout as prohibited by law.

Hartford Public Schools Board of Education
& the
Hartford Education Association (MEA/NEA)

Article XX
Completion of Agreement

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

Hartford Public Schools Board of Education
& the
Hartford Education Association (MEA/NEA)

Article XXI
Duration of Agreement

This agreement shall be effective as of August 25, 2006, and shall continue in effect for two (2) years until the 24th day of August, 2008. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

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

Dated: _____

Van Buren County Education Association Representative

Dated: _____

Hartford Education Association, President

Dated: _____

Hartford Education Association, Chairperson
Negotiation Teacher Chairperson

HARTFORD BOARD OF EDUCATION

Dated: _____

Hartford Board of Education, President

Dated: _____

Hartford Board of Education, Secretary

Dated: _____

Superintendent, Board Negotiator

Hartford Public Schools Board of Education
& the
Hartford Education Association (MEA/NEA)

Appendix A

A. New Teacher Supplement

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

B. Longevity:

After completion of their 16 th year of teaching in Hartford	\$1,650
After completion of their 20 th year of teaching in Hartford	\$2,100
After completion of their 24 th year of teaching in Hartford	\$2,350

C. Substitution

Elementary teachers will receive \$25 per hour, prorated to the actual time spent substituting, for the time they spend teaching during their planning time due to the lack of a substitute teachers for the special class. Secondary teachers (6-12) will receive \$20 per period during their planning time.

D. College Credits.

For credit hours to be considered for movement on the salary schedule they must be graduate or undergraduate level hours from an accredited University or College in education curriculum related to the teacher's area of certification, or administration or course work approved by the Superintendent. Only course work taken after the completion of a BA/BS and teaching certificates will be considered. Board may allow exceptions if it has been pre-approved. This requirement will be applied to coursework taken after the beginning of the 2000-01 school year.

E. Absences

1. During evening parent/teacher conferences, teachers will be charged a half day sick day, personal business day, or be docked a half day, whichever is applicable, when they are absent during the evening of parent/teacher conferences.
2. During half day teacher workdays that are counted as full teacher workdays on the calendar, teachers will be charged a full day sick day, full day personal leave day, or be docked a full day's pay, whichever is applicable.
3. In general, a teachers who is absent on a paid or unpaid leave will be charged /docked for the number of days absent for which they were going to be paid.

Hartford Public Schools Board of Education
& the
Hartford Education Association (MEA/NEA)
Schedule A

2006-07

STEP	B.S./B.A.	B.S. + 20	M.A.	M.A. + 15
1	\$32,690	\$33,404	\$35,313	\$36,044
2	\$34,325	\$35,073	\$37,255	\$38,025
3	\$35,959	\$36,745	\$39,197	\$40,010
4	\$37,594	\$38,417	\$41,139	\$41,988
5	\$39,229	\$40,082	\$43,081	\$43,972
6	\$40,863	\$41,756	\$45,027	\$45,953
7	\$42,498	\$43,423	\$46,966	\$47,939
8	\$44,132	\$45,095	\$48,907	\$49,919
9	\$45,767	\$46,765	\$50,849	\$51,901
10	\$47,401	\$48,434	\$52,728	\$53,883
11	\$49,036	\$50,105	\$54,732	\$55,868
12	\$50,670	\$51,775	\$56,677	\$57,852
13	\$52,304	\$53,448	\$58,621	\$59,833
Long. 17	\$53,954	\$55,098	\$60,271	\$61,483
Long. 21	\$54,404	\$55,548	\$60,721	\$61,933
Long. 25	\$54,654	\$55,798	\$60,971	\$62,183

2007-08

STEP	B.S./B.A.	B.S. + 20	M.A.	M.A. + 15
1	\$33,344	\$34,072	\$36,020	\$36,765
2	\$35,011	\$35,775	\$38,000	\$38,786
3	\$36,678	\$37,480	\$39,981	\$40,810
4	\$38,346	\$39,185	\$41,962	\$42,828
5	\$40,014	\$40,884	\$43,942	\$44,852
6	\$41,680	\$42,591	\$45,927	\$46,872
7	\$43,348	\$44,292	\$47,905	\$48,898
8	\$45,015	\$45,997	\$49,886	\$50,918
9	\$46,683	\$47,700	\$51,867	\$52,940
10	\$48,349	\$49,403	\$53,843	\$54,961
11	\$50,017	\$51,107	\$55,827	\$56,986
12	\$51,684	\$52,811	\$57,811	\$59,010
13	\$53,350	\$54,517	\$59,794	\$61,030
Long. 17	\$55,000	\$56,167	\$61,444	\$62,680
Long. 21	\$55,450	\$56,617	\$61,894	\$63,130
Long. 25	\$55,700	\$56,867	\$62,144	\$63,380

Hartford Public Schools Board of Education
& the
Hartford Education Association (MEA/NEA)

APPENDIX B

EXTRA CURRICULAR SCHEDULE

*Senior Class Advisor (+.5% Senior Trip Completed)	1.5%
*Junior Class Advisor	1.5%
*Sophomore Class Advisor	1.0%
*Freshman Class Advisor	1.0%
*High School Yearbook	
Out of Teaching Assignment	8.0%
In Teaching Assignment	5.0%
*Middle School Yearbook	2.5%
*Student Council:	
High School	2.0%
Middle School	2.0%
Elementary (1% each building)	1.0%
*Clubs Approved by Administration	
Minimum of 10 members; beginning of each year a plan of goals and activities presented to principal.	
<u>Competition Type Clubs</u> (2-HS, MS)	2.0%
Quiz Bowl, Science Olympiad	
<u>Non-Competition Type Clubs</u>	1.0%
Chaperones - H.S. /M.S. (Dances, etc.)	\$15
*Head Band Director	10%
*Assistant Band Director	5.0%
*Vocal Music (2 positions - 3% each)	6.0%
*High School Musical Play Director	4.0%
*Play Assistants (2-3)	2.0% Each
*Middle School Musical Play Director	3.0%
*Auditorium Director	5.0%
*Computer Coordinator	6.0%
*Cable Access Coordinator	8.0%
Weekend or Vacation Field Trips	\$ 20
Driver Education:	

2003-04
\$18.91
\$20.38
\$21.08

Art Shows:

Elementary, High School, Middle School (each) Art teacher who organizes and operates an art show, will receive \$75.00 for each show. Elementary Art Teachers may choose to have one day of release time or to be paid for each show. Other types of shows or exhibitions, i.e. woodshop or Spanish Club must be approved in advance by administration in order to qualify for the same type of compensation (\$75).

*Asterisk above indicates qualified positions for longevity pay.

Hartford Public Schools Board of Education
& the
Hartford Education Association (MEA/NEA)

An additional 10% of Schedule B extracurricular salary for each five (5) years of continuous experience in Hartford, in the same position, starting with years 6, 11, and 16. Beginning with the 1997-98 school year the most experience years credit to be given will be for five (5) continuous years retroactive.

HIGH SCHOOL ATHLETIC SCHEDULE

Football:	
Head Coach	11.0%
Varsity Assistant	7.5%
Junior Varsity	6.5%
Junior Varsity Assistant	6.0%
Basketball:	
Varsity	11.0%
Junior Varsity	7.0%
Freshman	6.0%
Track:	
Varsity	8.0%
Varsity Assistant	5.0%
Cross Country:	
Varsity	6.0%
Wrestling:	
Varsity	9.0%
Volleyball:	
Varsity	9.0%
Junior Varsity	7.0%
9th Grade Volleyball	6.0%
Softball:	
Varsity	8.0%
Varsity Assistant	5.0%
Baseball:	
Varsity	8.0%
Varsity Assistant	5.0%
Cheerleading:	
Varsity	4.0%
Junior Varsity	3.0%
Basketball, Volleyball, Wrestling, Track:	
Scorer	\$20/Game
Timer	\$20/Game
Athletic Director	15%
Athletic Trainer	\$25/Game

Hartford Public Schools Board of Education
& the
Hartford Education Association (MEA/NEA)

MIDDLE SCHOOL ATHLETIC SCHEDULE

Football - all coaches (if over 50 players then a 4th coach will be added) 5%/each

Basketball:

8th Grade Basketball	5%
7th Grade Basketball	5%

If there are more than 30 Basketball players (between 7th and 8th grade) a third coach will be added

Volleyball:

8th Grade Volleyball	5%
7th Grade Volleyball	5%

If there are more than 36 players then a third coach will be added.

Wrestling 4%

Track 4%

Assistant Athletic Director 6%

Middle School Cheerleading (Boys Basketball Season only) 2%

ELEMENTARY ATHLETIC SCHEDULE

5th & 6th Grade Intramurals 1%

Football 1%

Basketball 1.5%

Volleyball 1%

Saturday Elementary Basketball Coordinator 1%

Longevity Pay

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

All extra curricular assignments will have a written job description.

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

Hartford Public Schools Board of Education
& the
Hartford Education Association (MEA/NEA)

LETTER OF AGREEMENT

The Hartford Board of Education and the Hartford Education Association agree that negotiations for the 2004-2005 and 2005-2006 wages and calendar shall commence as soon as practical upon receipt of health insurance premium costs are received by the District, which is generally in April. The parties further agree that they shall engage in good faith negotiations.

Hartford Education Association

Hartford Board of Education

By _____

By _____

Dated _____

Dated _____

Hartford Public Schools Board of Education
& the
Hartford Education Association (MEA/NEA)

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

The Hartford Board of Education and the Hartford Education Association agree to allow the creation of a zero hour of scheduled classroom instruction. This zero hour will be scheduled prior to the first hour of the regular scheduled student day as agreed upon between the Hartford Board of Education and the Hartford Education Association in the master school calendars.

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

The jazz band instructor shall be assigned a regular preparation period. The instructor shall also be assigned a duty free period to offset the zero hour instructional period. The zero hour shall be equal to a normal teaching assignment.

Hartford Board of Education Representative

Date

Hartford Education Association Representative

Date

VBCEA Representative

Date

Hartford Public Schools Board of Education
& the
Hartford Education Association (MEA/NEA)

LETTER OF UNDERSTANDING
BETWEEN THE
HARTFORD BOARD OF EDUCATION
AND THE
VBCEA/HARTFORD EDUCATION ASSOCIATION

Whereas the Hartford Public Schools would like to plan for an extended day program for the ESL students for the 2003-04 school year at the elementary level only, the parties agree to the following:

1. Elementary ESL teachers would begin their contract one day before the regular start of the school year and end one day after the end of the regular year in their building. Elementary ESL teachers would work a 27-week flexible schedule beginning September 15, 2003 and ending May 5, 2004. (See attached schedule) The elementary ESL teachers will work the regular teacher schedule during other contractual dates.
2. This flexible schedule would have Elementary ESL teachers work an additional 1.75 hours Monday through Thursday during the dates on the attached schedule. This schedule would not require them to report to work on Fridays during those dates, except for professional development days.
2. Sick or other leave days would be charged at a rate of .5 for a morning absence, .5 for an afternoon absence and .25 for an after school program absence.
4. ESL teachers would meet all other contract provisions for parent/teacher conferences and professional development.
5. This agreement shall be in effect for only the 2003-04 school year.

Hartford Board of Education Representative

Date

Hartford Education Association Representative

Date

VBCEA Representative

Date

Hartford Public Schools Board of Education
& the
Hartford Education Association (MEA/NEA)

After School Program Dates for 2003—2004

Our 27 week program begins September 15, 2003 and ends May 5, 2004. Classes will meet on Monday, Tuesday, and Wednesday. Classes will not be held during the weeks of fall and spring parent/teacher conferences nor the week of Thanksgiving break. If classes need to be cancelled due to inclement weather, the superintendent will make a decision.

	MONDAY	TUESDAY	WEDNESDAY
1	September 15	September 16	September 17
2	September 22	September 23	September 24
3	September 29	September 30	October 1
4	October 6	October 7	October 8
5	October 13	October 14	October 15
6	October 20	October 21	October 22
7	October 27	October 28	October 29
Conferences – No Afterschool			
8	November 10	November 11	November 12
9	November 17	November 18	November 19
Thanksgiving 3 days week – No Afterschool			
10	December 1	December 2	December 3
11	December 8	December 9	December 10
12	December 15	December 16	December 17
13	January 5	January 6	January 7
14	January 12	January 13	January 14
Last week of semester			
15	January 26	January 27	January 28
16	February 2	February 3	February 4
17	February 9	February 10	February 11
18	February 16	February 17	February 18
19	February 23	February 24	February 25
20	March 1	March 2	March 3
21	March 8	March 9	March 10
22	March 15	March 16	March 17
23	March 22	March 23	March 24
Spring Break			
24	April 12	April 13	April 14
25	April 19	April 20	April 21
26	April 26	April 27	April 28
27	May 3	May 4	May 5

Staff will be expected to attend any scheduled Professional Development Days.

Hartford Public Schools Board of Education
& the
Hartford Education Association (MEA/NEA)

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

Whereas the Hartford Public Schools would like to plan for extended and summer programs for students, the parties agree to the following:

1. After school programs shall be paid at the first step of the hourly rate in the master agreement for driver education instruction.
2. If the district implements a Lead Teacher for each building for after school programs, the Lead teacher shall be paid at twice the driver education rate for hours of teacher and planning.
3. Teacher participation in extended day or summer programs shall be voluntary.
4. The administration shall have the right to select teachers for extended day or summer classes from all staff applicants regardless of seniority.
5. It is understood that Saturday school teachers would be paid at the first step hourly rate in the master agreement for driver education instructional.

Hartford Board of Education Representative

Date

Hartford Education Association Representative

Date

VBCEA Representative

Date

Hartford Public Schools Board of Education
& the
Hartford Education Association (MEA/NEA)

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

The parties agree to the following regarding half time Kindergarten teachers:

1. Half time teachers shall be paid a full day of pay for the following:
 - a. One teacher inservice prior to the start of school for students.
 - b. One teacher workday prior to the start of school for students.
 - c. One Kindergarten screening/registration day.
 - d. One full day class field trip previously approved by building principal.
 - e. Parent teacher conferences days.
 - f. Additional inservice days required by the administration.
2. Any other requests for pay shall be submitted in advance to the Superintendent for prior approval.
3. The same standard used for pay purposes will apply to charges to sick leave when a half time teacher is absent from school in the specific circumstances outlined in #1 above.
4. Half time teachers shall participate in full inservice days and share equally under the provisions provided for professional development pay.
5. Halftime Kindergarten teachers in 2003-2006 shall work 179 half days and 10 full days. Full days include:
 - 2 inservice (1 before, 1 during)
 - 2 work days (Aug. 26, June 9)
 - 4 Parent Teacher Conference Days-Fall & Spring
 - 1 Field Trip day
 - 1 Kindergarten Screening day

Hartford Board of Education Representative

Date

Hartford Education Association Representative

Date

VBCEA Representative

Date

Hartford Public Schools Board of Education
& the
Hartford Education Association (MEA/NEA)

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

The Hartford Board of Education and the Hartford Education Association agree to the following concerning the calendar.

A. High School Semester Exam Schedule

- Two exams each day
- Every teacher must give exams
- Early release for all K-12 students on exam day 3 and 4
- Day 1, 1 exam 2 class periods, full teacher and student day
- Day 2, 2 exams 4 class periods, full teacher and student day
- Day 3, 2 exams 4 class periods, early student release
- Day 4, 2 exams 4 class periods, early student release and last day for students
- First semester January 2004 - Last day - no students/teachers record day (January 23, 2004)
- Second semester June 2004 half day for students/half teachers record day. (June 9, 2004)

The parties may agree to amend this examination schedule.

Hartford Board of Education Representative

Date

Hartford Education Association Representative

Date

VBCEA Representative

Date

Hartford Public Schools Board of Education
& the
Hartford Education Association (MEA/NEA)

HARTFORD PUBLIC SCHOOLS
SCHOOL CALENDAR
2006-2007

Week	Student Attendance Days	Total	Teacher Contract Days	Total	Comments
August 30-September 1	0	0	1	1	8-30 New Teacher Orientation 8-31 P.D. 9-1 No School
September 4-8	4	4	4	5	9-4 No School – Labor Day 9-5 Student First Day
September 11-15	5	9	5	10	
September 18-22	5	14	5	15	
September 25-29	5	19	5	20	
October 2-6	5	24	5	25	
October 9-13	5	29	5	30	
October 16-20	5	34	5	35	
October 23-27	5	39	5	40	
October 30– Nov 3	5	44	5	45	11–3 End of 1 st Marking Period
November 6-10	4	48	5	50	11-8 P/T Conf. Evening; 11-9 Half day P/T Conf. Afternoon and Evening 11-10 No School
November 13-17	5	53	5	55	
November 20-24	3	56	3	58	11-23 & 11-24 No School - Thanksgiving
November 27-December 1	5	61	5	63	
December 4-8	5	66	5	68	
December 11-15	5	71	5	73	
December 18-22	5	76	5	78	
December 25-29	0		0		Winter Vacation 12-25 – 12-29
January 1-5	0		0		Winter Vacation 1-1 – 1-5
January 8-12	5	81	5	83	
January 15-19	5	86	5	88	1-19 End of 2 nd Marking Period End of 1 st Semester

Hartford Public Schools Board of Education
& the
Hartford Education Association (MEA/NEA)

Week	Student Attendance Days	Total	Teacher Contract Days	Total	Comments
January 22-26	4	90	5	93	1-22 No School – Teacher Records Day
January 29 – February 2	5	95	5	98	
February 5-9	5	100	5	103	
February 12-16	5	105	5	108	
February 19-23	5	110	5	113	
February 26 – March 2	5	115	5	118	
March 5-9	5	120	5	123	
March 12-16	5	125	5	128	
March 19-23	5	130	5	133	3-23 End of 3 rd Marking Period
March 26-30	4	134	5	138	3-28 P/T Conf. Evening; 3-29 Half Day for Students P/T Conf. Afternoon & Evening; 3-30 No School
April 2-6	0		0		Spring Vacation
April 9-13	5	139	5	143	
April 16-20	5	144	5	148	
April 23-27	5	149	5	153	
April 30-May 4	5	154	5	158	
May 7-11	5	159	5	163	
May 14-18	5	164	5	168	
May 21-25	5	169	5	173	
May 28- June 1	4	173	4	177	5-28 No School – Memorial Day
June 4-8	5	178	5	182	6-8 Early Release HS-MS 1:45, Elementary 2:00 & 2:10
June 11-12	1	179	2	184	6–11 Half Day – Student and Teachers Last Day 6-12 Teacher PD/Flex

Hartford Public Schools Board of Education
& the
Hartford Education Association (MEA/NEA)
HARTFORD PUBLIC SCHOOLS
SCHOOL CALENDAR
2007-2008

Week	Student Attendance Days	Total	Teacher Contract Days	Total	Comments
August 29-31	0	0	1	1	8-29 New Teacher Orientation 8-30 P.D. 8-31 No School
September 3-7	4	4	4	5	9-3 No School – Labor Day 9-4 Student First Day
September 10-14	5	9	5	10	
September 17-21	5	14	5	15	
September 24-28	5	19	5	20	
October 1-5	5	24	5	25	
October 8-12	5	29	5	30	
October 15-19	5	34	5	35	
October 22-26	5	39	5	40	
October 29– Nov 2	5	44	5	45	11–2 End of 1 st Marking Period
November 5-9	4	48	5	50	11-7 P/T Conf. Evening; 11-8 Half day P/T Conf. Afternoon and Evening 11-9 No School
November 12-16	5	53	5	55	
November 19-23	3	56	3	58	11-22 & 11-23 No School – Thanksgiving
November 27-30	5	61	5	63	
December 3-7	5	66	5	68	
December 10-14	5	71	5	73	
December 17-21	5	76	5	78	
December 2-28	0		0		Winter Vacation 12-24 – 12-28
December 31 - January 4	0		0		Winter Vacation 12-31 – 1-4
January 7-11	5	81	5	83	
January 14-18	5	86	5	88	1-18 End of 2 nd Marking Period End of 1 st Semester

Hartford Public Schools Board of Education
& the
Hartford Education Association (MEA/NEA)

Week	Student Attendance Days	Total	Teacher Contract Days	Total	Comments
January 21-25	4	90	5	93	1-21 No School – Teacher Records Day
January 28 – February 1	5	95	5	98	
February 4-8	5	100	5	103	
February 11-15	5	105	5	108	
February 18-22	5	110	5	113	
February 26-29	5	115	5	118	
March 3-7	5	120	5	123	
March 10-14	5	125	5	128	
March 17-21	4	129	4	132	3-21 No School – Good Friday
March 24-28	4	133	5	137	3-28 End of 3 rd Marking Period
March 31 - April 4	0		0		4-2 P/T Conf. Evening; 4-3 Half Day for Students P/T Conf. Afternoon & Evening; 4-4 No School
April 7-11	5	138	5	142	Spring Vacation
April 14-18	5	143	5	147	
April 21-25	5	148	5	152	
April 28-May 2	5	153	5	157	
May 5-9	5	158	5	162	
May 12-16	5	163	5	167	
May 19-23	5	168	5	172	
May 26-30	4	172	4	176	5-26 No School – Memorial Day
June 2-6	5	177	5	181	6-6 Early Release HS-MS 1:45, Elementary 2:00 & 2:10
June 9-11	2	179	3	184	6-9 Early Release HS-MS 1:45, Elementary 2:00 & 2:10 6-10 Half Day – Student and Teachers Last Day 6-11 Teacher PD/Flex