# AGREEMENT

BETWEEN THE

### HARTFORD BOARD OF EDUCATION

AND THE

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

2015-2017

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#### Article I Recognition

- A. The Board hereby recognizes the Hartford Education Association/VBCEA/MEA/NEA (hereinafter, "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, behavior support specialist, 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. Nothing contained herein shall be construed to deny or restrict to any teacher, rights he/she may have under the Michigan General School Laws.

#### Article II Teacher Rights

- A. Pursuant to Act 336 of the Public Acts of 1947, as amended, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection or to refrain from such activities. The Board and Association 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 lack of participation, 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.
- 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. The Association shall reimburse the district the cost of the substitute.
- E. Any teacher being reprimanded, disciplined, or discharged may have an Association Representative present.

#### 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.

#### 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. The board will provide a list of annuity companies from which employees may choose to participate in. MEA Financial will be one of the choices. Other current annuity companies will be continued for employees who are currently enrolled in them but not available for new employees.
- 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 30<sup>th</sup>.

#### 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. The Board shall strive for a minimum of 300 minutes each week for preparation in the elementary. In any year where there are not 300 minutes available for elementary preparation, a committee, made up of an equal number of teachers (appointed by the Association President) and Administrators (appointed by the Superintendent), will meet to evaluate the schedule and make a recommendation to maximize and/or increase planning time. Recommendations will be made to the Association President and Superintendent.
- 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 by their principals as soon as the change becomes evident and necessary
- C. The Board will notify the teacher, by the last day of school, of their tentative teaching assignments for the following year but the Board reserves the right to make changes following such notification. Should said change be made in the summer months, the teacher shall be notified by mail sent to their last known address.
- D. Teachers will attend all staff meetings called by the administration without added compensation. Staff meetings are to focus on education and school issues. These meetings can be called to disseminate information, curriculum development, or work as a whole staff on school improvement initiatives. Staff meetings will occur before or after school for no longer than an hour. Total annual meeting hours will not exceed (12) twelve, with no more than (2) two hours in any given month. Teachers will be given forty-eight (48) hours prior notice of all such meetings except in case of emergency.
- E. Teachers will have a duty free lunch of not less than twenty (20) minutes.
- F. The teaching hours for the 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.	8:05 a.m.	3:00 p.m.	3:05 p.m.
Red Arrow Elem.	8:05 a.m.	8:15 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 school years designed to provide equitable class time for the morning and afternoon career tech students.

G. Probationary teachers required to attend in-service or professional development days in excess of the school calendar shall do so at no additional compensation. These inservice days shall count toward the fifteen (15) days of additional professional development under the statutory requirements.

#### H. Elementary Recreation/Recess Program

The recreational educational structure of the elementary shall be as follows:

- 1. Forty-minute duty free lunch with one duty free twenty-minute recreational period weather permitting.
- 2. Recreational period to be covered by two certified teachers. (When available, one certified teacher will be a 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. 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.
- 8. During inclement weather if a teacher is requested to supervise students during recreational time, the teacher will receive extra pay per loss of duty free recreational time at a pro-rated stipend according to the hourly alternative education schedule. Administration may request a non-classroom teacher who makes use of a flexible schedule to supervise scheduled recreation time. It is understood that said teacher will receive a twenty (20) minute duty free time period at some point that day. If the classroom teacher chooses to voluntarily supervise his/her students during scheduled recreation time, the teacher forfeits his/her right to a stipend.

#### 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.

#### Article VII Vacancies and Promotions

- A. Whenever any vacancy in the bargaining unit in the district shall occur, the Board shall publicize the vacancy through email to the Association.
- B. Any teacher may apply for vacancies.

#### Article VIII Leave Pay

- A. Teachers shall be credited eight (8) days sick leave per year at the beginning of the school year accumulative to one hundred (100) days. Sick leave shall be earned at the rate of one (1) day per month from September through April. 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 three (3) or more consecutive days or there is a pattern of absences.
  - 2. A teacher on 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 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 will be credited three (3) paid leave days per year for personal business. These days will be earned at a rate of one and a half (1.5) days per semester. A teacher who leaves prior to the end of the school year will have their leave days prorated. 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. Teachers may not request personal business leave for a time when the teacher is scheduled for fall or spring 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 \$60.00 for each unused sick day accumulated up to a maximum of 100 sick days into a 403b account of the teacher's choice, provided that the employee gives notice by March 1. If the employee fails to provide notice by March 1, then the payment shall be \$40 per day. If the employee who has an accumulation of 100 days at the beginning of the final school year and uses any sick days, thereby reducing the number of 100 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.

#### Article IX 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. Both parties shall strive to maintain optimum class sizes as follows:

Kindergarten	25 pupils
Early Elementary	25 pupils
Later Elementary	25 pupils

Secondary Level Classes

English
Social Studies
General Mathematics
Advanced Mathematics
General Sciences
Advance Sciences
Languages
General Business
Advanced Business

25 pupils
25 pupils
30 pupils
25 pupils
30 pupils
25 pupils
25 pupils
30 pupils
25 pupils

30 pupils
20 pupils
25 pupils
40 pupils
Lab size
25 pupils

B. Where multiple sections exist, the district will make an effort to place students in the class with the lowest number of students, excluding elementary level inclusion classrooms.

#### Article X Seniority

- A. Seniority shall be defined as length of continuous service with the district. Seniority shall not accrue during unpaid leaves of absence.
  - 1. Teachers who transfer to Administrative positions will retain their accrued seniority but will not accrue seniority while employed as an Administrator.
- B. 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.
- C. 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.

#### Article XI Teacher Mentors

- A. Probationary teachers will be assigned a mentor teacher to help guide the new teacher through the initial three (3) years of their probationary period.
- B. Every reasonable effort shall be made to match K-12 mentor teachers and K-12 mentee teachers who work in the same building and have the same area of certification.
- C. The mentor teacher's assignment shall be for one (1) school year, subject to review by the administration. The appointment may be renewed in succeeding years. Mentor teacher vacancy positions shall be posted through employee email.
- D. Mentor Teachers will receive:

\$1000 per year extra duty stipend for level one mentoring

\$750 per year extra duty stipend for level two mentoring

\$500 per year extra duty stipend for level three mentoring

#### Article XII 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.
- B. Any tenured teacher who joins the Peace Corps as a full-time participant in such program for two (2) years, may be offered a position if a vacancy is available. 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 the military service shall be granted military leave in accordance with state and federal law. 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 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 or other reasons under FMLA shall be granted to the eligible 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.

#### Article XIII 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 involving a student.
- 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 serious complaints by a parent of a student directed toward a teacher which could necessitate an investigation shall be called to the teacher's attention within five (5) days of the notice of the complaint.
- F. Teachers shall be expected to oversee the safety of pupils and property in accordance with the duties of his or her position.

#### Article XIV 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 teacher.
- 2. Any matter subject to the Teachers' Tenure Act;
- 3. Discharge or discipline of a teacher;
- 4. The termination of services or failure to re-employ any teacher to a position on the extracurricular schedule.
- 5. Layoff, recall, assignment, or filling a vacancy.
- 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.
- 7. Any prohibited subject of bargaining.
- 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. <u>Level One</u> A teacher believing himself/herself wronged by an alleged violation of the expressed provisions of this contract shall within ten (10) days of its alleged occurrence orally discuss the grievance with the building principal in an attempt to resolve same.

If no resolution is obtained within five (5) days of the discussion, the teacher shall reduce the grievance to writing and proceed within ten (10) days of said discussion to Level Two.

<u>Level Two</u> - 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, and 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.

<u>Level Three</u> - 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 twenty-five (25) days 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 twenty-five (25) days 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 fifteen (15) 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 peremptorily 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:
  - 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.
- 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.

#### Article XV 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. Each Teacher has the choice of the following pay periods: Twenty-one (21) Pays Twenty-six (26) Pays This preference must be made to the business office by June 30 and shall remain in effect for the following school year.
- 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

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 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. 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 full week in April, Sunday being the first day of the week.
- 10. Emergency Financial Manager

If an Emergency Financial Manager is appointed by the State under PA4 of 2011, Fiscal Accountability Act, the emergency manager may reject, modify or terminate the collective bargaining agreement in his/her sole discretion. This authority is a prohibited subject of bargaining under the public employment relations act (PERA). This provision is included because it is mandated by law.

#### Article XVI Insurance

- A. Health Care Premiums and Costs: The Board shall make payments for health insurance coverage for the eligible Employees (those not taking cash-in-lieu) and their eligible dependents toward MESSA PAK A, C, D, or PAK ABC from the Van Buren Health Insurance Consortium in combined monthly amount not to exceed the following total monthly amounts paid per eligible Employee:
  - Single: \$499.36
  - Two Person \$1044.31
  - Family: \$1361.89

(Collectively the "Monthly Contributions")

For the 2016 - 2017 school year, the auto inflation adjustment according to PA 152 will be used to determine amount paid by Board. The Board's contribution shall increase per the annual statutory increase.

The Board's total contribution shall be paid toward the premium costs and other costs but shall not exceed the above amount. The Board shall not pay premium contributions towards any other coverage that shall result in penalty to district or as prohibited by law.

- B. The Board shall pay 100% of PAK B
- C. Options: Those teachers not electing to take health insurance provided in section A shall be entitled to take cash under IRS section 125 equal to the single hardcap per month
- D. The "medical benefit plan coverage year" shall run from July 1 to June 30 of each school year. The Board shall be the policyholder.
- E. Open enrollment for current employees shall be May 1, and for new hires September 1 of each year. Any teachers changing from PAK A, C, or D to PAK ABC will have an additional open enrollment date of November 1<sup>st</sup>.
- F. Employees who participate in the ABC/HSA insurance plan are required to contribute the balance of their deductible not paid by the employer into their HSA account in addition to any premium above the Hard Cap amount. This amount will be deducted from each pay. The individual member can select a higher funding level, provided it complies with IRS regulations.

#### Article XVII 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.

#### Article XVIII 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.

#### Article XIX Duration of Agreement

This agreement shall be effective as of July 1, 2015, and shall continue in effect for two (2) years until the **30**<sup>th</sup> day of June, 2017. The contract will only be reopened for Appendix A, Schedule A, and Calendar for the 2016-2017 school year. 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:	Hartford Education Association, Bargaining Chairperson
Dated:	Hartford Education Association, Representative
HART	FORD BOARD OF EDUCATION
Dated:	Hartford Board of Education, President
Dated:	Hartford Board of Education, Secretary
Dated:	Superintendent, Board Negotiator

#### Appendix A

#### A. New Teacher Supplement

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

B. Longevity:

After completion of their 16<sup>th</sup> year of teaching in Hartford\$1700After completion of their 20<sup>th</sup> year of teaching in Hartford\$2175After completion of their 24<sup>th</sup> year of teaching in Hartford\$2650

#### 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. Teachers may only move on the salary schedule at the start of the 1<sup>st</sup> semester or the start of the 2<sup>nd</sup> semester. They must provide transcripts to the central office prior to the start of the 1<sup>st</sup> or 2<sup>nd</sup> semester to be moved during that semester.

#### 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.

#### F. K-12 Special Education Meetings.

IEP, SPED Team Meetings Substitute teachers will be provided for any teacher involved in a K-12 Special Education Meeting

- G. For the 2015-2016 school year, teachers will remain on their 2014-2015 step for 93 work days. They will move up one (1) step for the remaining 93 work days. For payroll purposes, their pay will be calculated 93 work days same step plus 93 work days at the new step, divided by 21 or 26 pays.
- H. For the 2015-2016 school year, an off schedule bonus of \$2,100 per FTE over the blended count of 1351 FTE will be divided equally among the HEA bargaining unit members. This bonus will be paid out no later than the final pay in May of 2016.

#### Schedule A

Hartford Teachers Salary Schedule for 2016-2017				
STEP	Bach. Degree	Bach. + 20 hr	Masters Degree	Masters + 15 hr
1	\$35,774	\$36,555	\$38,644	\$39,444
2	\$37,562	\$38,382	\$40,769	\$41,612
3	\$39,351	\$40,211	\$42,894	\$43,785
4	\$41,140	\$42,040	\$45,020	\$45,949
5	\$42,930	\$43,863	\$47,145	\$48,120
6	\$44,717	\$45,695	\$49,274	\$50,288
7	\$46,507	\$47,519	\$51,397	\$52,461
8	\$48,296	\$49,349	\$53,521	\$54,628
9	\$50,085	\$51,176	\$55,646	\$56,797
10	\$51,872	\$53,003	\$57,703	\$58,966
11	\$53,662	\$54,831	\$59,895	\$61,139
12	\$55,451	\$56,659	\$62,024	\$63,310
13	\$58,114	\$59,378	\$65,096	\$66,435
Long. 17	\$59,814	\$61,078	\$66,796	\$68,135
Long. 21	\$60,289	\$61,553	\$67,271	\$68,610
Long. 25	\$60,764	\$62,028	\$67,746	\$69,085

#### 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.	
Competition Type Clubs (2-HS, MS)	2.0%
Quiz Bowl, Science Olympiad	
Non Compatition Type Clubs	1.0%
<u>Non-Competition Type Clubs</u> Chaperones - H.S. /M.S. (Dances, etc.)	\$15
*Head Band Director	Ŧ -
	10%
*Assistant Band Director	5.0%
*Vocal Music (2 positions - 3% each)	5.0% 6.0%
*Vocal Music (2 positions - 3% each) *High School Musical Play Director	5.0% 6.0% 4.0%
*Vocal Music (2 positions - 3% each) *High School Musical Play Director *Play Assistants (2-3)	5.0% 6.0% 4.0% 2.0% Each
*Vocal Music (2 positions - 3% each) *High School Musical Play Director *Play Assistants (2-3) *Middle School Musical Play Director	5.0% 6.0% 4.0% 2.0% Each 3.0%
*Vocal Music (2 positions - 3% each) *High School Musical Play Director *Play Assistants (2-3)	5.0% 6.0% 4.0% 2.0% Each

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.

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. The most experience years credit to be given will be for five (5) continuous years retroactive.

#### APPENDIX B HIGH SCHOOL ATHLETIC SCHEDULE

Footba	ll: Varsity Head Varsity Assistant Junior Varsity Head Junior Varsity Assistant	11.0% 7.5% 6.5% 6.0%
Basket		11.0% 7.0% 6.0%
Track:	Varsity Head Varsity Assistant	8.0% 5.0%
Cross (	Country: Varsity Head	6.0%
Soccer	: Varsity Head Junior Varsity Head	8.0% 5.0%
Wrestli	ng: Varsity Head	9.0%
Volleyb	oall: Varsity Head Junior Varsity Head	9.0% 7.0%
Softbal	l: Varsity Head Junior Varsity Head	8.0% 5.0%
Baseba	all: Varsity Head Junior Varsity Head	8.0% 5.0%
Cheerle	eading: Varsity Head Junior Varsity Head	4.0% 3.0%
Basket	ball, Volleyball, Wrestling, Track: Scorer Timer	\$20/Game \$20/Game
Athletic	c Trainer	\$25/Game
Athletic	Director	15.0%

#### APPENDIX B MIDDLE SCHOOL ATHLETIC SCHEDULE

Football:		
8 <sup>th</sup> Grade Head Coach	5%	
8 <sup>th</sup> Grade Assistant Coach	2.5%	
7 <sup>th</sup> Grade Head Coach	5%	
7 <sup>th</sup> Grade Assistant Coach	2.5%	
Basketball:		
8th Grade Basketball	5%	
7th Grade Basketball	5%	
Х <i>Г</i> . П П.		
Volleyball: 8th Grade Volleyball		
7th Grade Volleyball	5% 5%	
	0,0	
Wrestling	4%	
<b>-</b> .		
Track	4%	
Middle School Athletic Director		
Middle School Cheerleading (Boys Basketball Season only)		

#### Longevity Pay

Additional 10% of coaching salary for each five years experience, in Hartford, in the same sport, starting year 6, 11 and 16.

All extra curricular assignments will have a written job description.

Above percentages 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.

#### APPENDIX B-1

#### EXTRA CURRICULAR SCHEDULE

All employees hired after 9-2-08 or not currently performing schedule B work will be placed on the new schedule B-1 effective 9-1-09.

All existing employees who are currently on schedule B will make a one time irrevocable choice in writing as to whether they want to be placed on the new schedule B-1 or the old schedule B. This choice must be made prior to performing the work, but not later than May 1, 2009.

Percentages are based on BA 1 through BA 10 based on experience in the specific activity.

*Senior Class Advisor (+.5% Senior Trip Completed)	2.0%
*Junior Class Advisor	2.0%
*Sophomore Class Advisor	1.5%
*Freshman Class Advisor	1.5%
*High School Yearbook	
Out of Teaching Assignment	5.0%
In Teaching Assignment	3.0%
*Middle School Yearbook	1.0%
*Student Council:	
High School	3.0%
Middle School	2.5%
Elementary (1% each building)	1.5%
*Clubs Approved by Administration	
Minimum of 10 members; beginning of each year	a plan of goals and activities presented to
principal.	
Competition Type Clubs (2-HS, MS)	2.0%
Quiz Bowl, Science Olympiad	
Non-Competition Type Clubs	1.5%
*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	10.0%
Weekend or Vacation Field Trips	\$20
Chaperones - H.S. /M.S. (Dances, etc.)	\$15

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.

\*Asterisk above indicates qualified positions for longevity pay.

Additional 10% of salary for each five years continuous experience in Hartford, in the same activity, starting year 15.

#### APPENDIX B-1 HIGH SCHOOL ATHLETIC SCHEDULE

		BA 1-10
Football: Varsity Head Varsity Assistant Junior Varsity Head Junior Varsity Assistant		13.0% 9.0% 8.0% 7.0%
Basketball: Varsity Head Junior Varsity Head Freshman		13.0% 8.5% 7.5%
Track: Varsity Head Varsity Assistant		10.0% 7.0%
Cross Country: Varsity Head		8.0%
Soccer: Varsity Head Junior Varsity Head		10.0% 7.0%
Wrestling: Varsity Head		10.0%
Volleyball: Varsity Head Junior Varsity Head		11.0% 8.0%
Softball: Varsity Head Junior Varsity Head		10.0% 7.0%
Baseball: Varsity Head Junior Varsity Head		10.0% 7.0%
Cheerleading: Varsity Head (Per Seasor Junior Varsity Head (Per Se		3.0% 2.0%
Basketball, Volleyball, Wrestling, Track: Scorer Timer		\$20/Game \$20/Game
Athletic Trainer		\$25/Game
Athletic Director		20.0%

#### APPENDIX B-1 MIDDLE SCHOOL ATHLETIC SCHEDULE

Football:	
8 <sup>th</sup> Grade Head Coach	6%
8 <sup>th</sup> Grade Assistant Coach	3%
7 <sup>th</sup> Grade Head Coach	6%
7 <sup>th</sup> Grade Assistant Coach	3%
Basketball:	
8th Grade Basketball	5.5%
7th Grade Basketball	5.5%
Volleyball:	
8th Grade Volleyball	5%
7th Grade Volleyball	5%
Wrestling	5.0%
Trook	E 00/
Track	5.0%
Middle School Athletic Director	8.0%
Middle School Cheerleading (Boys Basketball Season only)	2%

Percentages are based on BA 1 through BA 10 based on coaching experience in the specific sport.

#### Longevity Pay

Additional 10% of coaching salary for each five years experience, in Hartford, in the same sport, starting year 15.

All extra curricular assignments will have a written job description.

Nothing shall prohibit two (2) teachers from sharing the assigned duties and compensation of a Schedule B or Schedule B-1 position. The percentage will be decided at the time of the assignment.

#### 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

#### Hartford Public Schools | 2015-2016 Academic Calendar

