AGREEMENT

BETWEEN THE

HARTFORD BOARD OF EDUCATION

AND THE

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

2024-2027

TABLE OF CONTENTS

Article		Page
1	Recognition	1
2	Teacher Rights	1
3	Board Rights	2
4	Professional Compensation	3
5	Teaching Hours	4
6	Teaching Conditions	6
7	Leave Pay	6
8	Teacher Loads	8
9	Seniority	9
10	Teacher Mentors	9
11	Leaves of Absence Without Pay	10
12	Protection of Teachers	13
13	Grievance Procedure	14
14	Miscellaneous	18
15	Insurance	21
16	No Strike Agreement	23
17	Completion of Agreement	23
18	Duration of Agreement	23
	Appendix A Salary Schedule	25
	Appendix B Athletic Extra Curricular Schedule	28
	Appendix B-1 Non-Athletic Extra Curricular Schedule	31
	Appendix C Base Schedule for Extra Curriculars	34
	Appendix D Placement, layoff/recall, and evaluation	35
	Calendar for 2024-25 if Attached	44

Article 1
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 the Michigan Public Employment Relations Act, 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, third-party contracted employees 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 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 Revised School Code.

Article 2
TEACHER RIGHTS

A. Pursuant to the Michigan Public Employment Relations Act, 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 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 the Michigan Public Employment Relations Act, 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. At the beginning of every school year, the Association shall be credited with ten (10) days to be used by teachers who are officers or agents of the Association, such use to be at the discretion of the Association. The Association agrees to notify the Board no less than forty-eight (48) hours in advance of taking such leave. It is expressly understood that Association days shall not be used by teachers who are officers or agents of the Association for the purpose of picketing or assisting other school employees of Hartford or elsewhere engaged in a strike or withholding of services. The Association shall reimburse the District on a current basis those sums paid to the Office of Retirement Services for release time.

Article 3
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 to administrative and non-teaching activities, and the terms and conditions of employment.

6. Board shall not contract or subcontract any work that is normally performed by the Association that would cause a reduction of an employee's regularly scheduled work hours. The Board retains the right to contract or subcontract work which cannot be performed during the regular work schedule or for work which equipment and/or material is unavailable to attain the desired quality.

7. Nothing in this Agreement in any way shall prevent or limit the Board from participating in cooperative educational programs with any entity.

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 4
PROFESSIONAL COMPENSATION

A. Teacher salaries are set forth in Schedule A. Such salary schedules shall remain in effect during the duration of the Agreement.

B. The Employer agrees that they will deduct from the wages of employees and transmit appropriate remittance for the authorized entities if any initial deduction or change is delivered in writing to the payroll office fourteen (14) business days prior to the affected payday.

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 including MEA Financial. Other current annuity companies will be continued for employees who are currently enrolled in them but not available for new employees.

2. 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.

C. The Superintendent may place a newly employed teacher or a teacher returning to the system after a break in service of one (1) year or more, excluding approved leaves of absence or layoffs, at any Step on the salary schedule.

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 $40 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.

Article 5
TEACHING HOURS

A. The normal weekly teaching hours in the middle school and high school will include one pupil free normal class period daily for preparation. The normal weekly teaching hours for grade level elementary teachers will include one pupil free normal special period (45 minutes) daily for preparation which includes participating in one PLC meeting per week. The normal weekly preparation hours for elementary specials teachers will be at least equal to that of elementary grade level teachers.

B. It is desirable for teachers to be issued their tentative teaching assignments for the upcoming school year by the last day of the current school year.

C. 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 fifteen (15) 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.

D. Elementary teachers will have a duty-free lunch of thirty (30) minutes including transition/pick up. Secondary teachers will have at least twenty-nine (29) minutes of duty-free lunchtime including passing periods.

E. The teaching hours for the school year shall be as follows:

	Teacher Beginning	Student Beginning	Student Ending	Teacher Ending
Senior High	7:40 a.m.	8:00 a.m.	2:45 p.m.	3:00 p.m.
Middle Schools	7:40 a.m.	8:00 a.m.	2:45 p.m.	3:00 p.m.
Redwood Elem	7:45 a.m.	8:05 a.m.	3:00 p.m.	3:05 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.

F. 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 in-service days shall count toward the fifteen (15) days of additional professional development under the statutory requirements.

G. Elementary Recess Program

1. All grade level teachers will have one pupil free recess period (20 minutes) daily for preparation.

2. Any teacher asked by administration to cover an indoor/outdoor recess period beyond their regularly scheduled recess assignment will be paid at a rate of $20.00 for each recess.

H. Whenever any vacancy in the bargaining unit in the district shall occur, it may be publicized through email to the Association. Any teacher may apply for vacancies.

Article 6
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.

Article 7
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. Any teacher in the District who has accumulated 60 days of sick leave may submit a written request to the Superintendent between May 15 and May 30 to sell back any surplus over 60 days with a minimum of six (6), maximum of twelve (12) days at the rate of seventy-five dollars ($75) per day. After HR validation, the District will payout by the last pay period in June. Teachers may opt to have the funds deposited into a retirement account.

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. A teacher shall have the right to a maternity, paternity or adoption leave immediately following the birth or adoption. The teacher may use accumulated sick leave benefits up to thirty (30) working days during this leave if the teacher so desires.

D. 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 four (4) 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. If an employee has two (2) or more personal days, all but one 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.

E. A teacher absent from work because of mumps, scarlet fever, measles or chickenpox 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.

F. 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 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.

G. The Board agrees to pay a yearly bonus of $300.00 to each teacher who does not use any leave days during a school year. If one day is used, the bonus will be $200.00. If two days are used, the bonus will be $100.00.

Article 8
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	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. 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 9
SENIORITY

A. The seniority list shall be emailed to the Association by October 1 each year, Objections to the list shall be filed within ten (10) days to the Superintendent. If no objection, the seniority list shall be final.

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 seniority list shall be emailed to the Association by October 1 each year. Objections to the list shall be filed within ten (10) days to the Superintendent. If no objection, the seniority list shall be final.

Article 10
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. Teachers placed on an Individual Development Plan will be assigned a level three mentor with the mentor pay being $500 annually.

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 11
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. 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 a 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 purposes 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 Medical Leave Act (FMLA) 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 may be required to take a continuous leave or temporarily transfer to an alternative position.

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

7. Any paid leave time shall be counted concurrently with FMLA. The Board uses the rolling twelve month measure method to calculate FMLA leave.

Article 12
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 reestablishing 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 consult with its insurance carrier and provide legal counsel where permissible 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 consult with its insurance carrier and provide legal counsel where permissible 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. Teachers shall be expected to oversee the safety of pupils and property in accordance with the duties of his or her position.

Article 13
GRIEVANCE PROCEDURE

A. A grievance shall be an alleged violation, misinterpretation, misapplication of any of the provisions of this contract. The "grievant" is the person or persons making the claim. 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, classroom observations, merit pay, 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 principal of each building will act as the Board representative at Level One and the Superintendent or designee will act at Level Two.

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.

Any written grievance not in accordance with the above requirements may be rejected as improper. Such a rejection shall not extend the limitations hereinafter set forth.

E. Level One 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 the 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.

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 designee by the Association. Within five (5) days of receipt of the grievance, the Superintendent or designee 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 designee 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 the 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 Board President 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 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, 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 in accordance with the American Arbitration Association rules.
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. The rules of the AAA shall govern the proceedings, and the process shall comply with the Michigan Uniform Arbitration Act, PA 371 of 2012, MCL 691,168, et. Seq. The arbitrator shall be selected in accordance with AAA's rules and all hearings shall be held on District property. The filing fee and arbitrator's bill shall be split evenly by the Association and District.

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 is before an arbitrator, 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 nonoccurrence 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 14
MISCELLANEOUS PROVISIONS

A. The Board agrees at all times to maintain an adequate list of substitute teachers. Teachers shall report unavailability for work using a method designated by the Board. Notice shall be given 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. Teachers will not be expected to serve as a long-term substitute for an extended leave of another teacher during their prep period unless mutually agreed by Association and Administration.

B. 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.

C. 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.

D. Each Teacher has the choice of the following pay periods:
Twenty-six (26) Pays (or twenty-seven (27) Pays)

If a 26/27 pay schedule is needed, the Association will be informed by May 30 previous to the implementation in the fall of that year.

E. Act of God Days and Calendar:

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 at 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 makeup 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 makeup 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 makeup snow days, if necessary will be as follows: First week after school is out and thereafter as needed.

g. Calendar
Winter and spring recess follow the ISD County-Wide Calendar per state law. If this law is no longer valid, the following language will be controlling:
Winter Recess
   1. If Christmas and New Years Day falls on a Friday, Saturday or Sunday, winter recess will begin the Monday preceding Christmas.
   2. 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.
   3. Length of the winter recess will be two weeks.

Spring Recess: Spring recess will be the first full week in April, Sunday being the first day of the week.

G. Emergency Manager

An emergency manager appointed under the Local Financial Stability and Choice Act, MCL 141.1501 et seq. may reject, modify, or terminate this Agreement as provided in that Act.

Article 15
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 the Van Buren Health Insurance Consortium options. Effective January 1, 2024, the Board will pay on behalf of each eligible employee who elects coverage the 2024 statutory hard cap amounts under MCL 15.563 which are as follows: $7,702.85 annually (or $641.90 per month) for employees with single person coverage; $16,109.06 annually (or $1,342.42 per month) for employees with two-person coverage; or $21,007.83 annually (or $1,750.65 per month) for employees with family coverage Effective January 1, 2025, the Board will pay on behalf of each eligible employee who elects coverage the 2025 statutory hard cap amounts under MCL 15.563 which are as follows: $7,718.26 annually (or $643.19 per month) for employees with single person coverage; $16,141.28 annually (or $1,345.11 per month) for employees with two-person coverage; or $21,049.85 annually (or $1,754.15 per month) for employees with family coverage Effective January 1, 2026, the parties agree that the Board will pay on behalf of each eligible employee who elects coverage the statutory hard cap amounts under MCL 15.563 which are released by the Michigan Department of Treasury. If no hard caps exist, the base dollar contribution increase shall equal the percentage increase in insurance costs from the previous year, up to 3%.-The Board's total contribution shall be paid toward the premium costs and other costs but shall not exceed the hard cap amount. The Board shall not pay premium contributions towards any other coverage that shall result in penalty to district or as prohibited by law.

Consistent with PA 152 of 2011, the "monthly cost" of health insurance shall include fees, assessments, commissions, and taxes which come from the insurance carrier, company agent, Health Insurance Claims Act, or the Patient Protection and Affordable Care Act ("PPACA"), or other costs required to be accounted for under PA 152. The

health insurance cap shall first be applied to medical premiums, then second to any payment, if any, made by the Board during the "medical benefit plan coverage year," toward Board reimbursement of copays, deductibles, or payments into health reimbursement arrangements, health savings accounts, flexible spending accounts, or similar accounts used for health care costs.

B. The Board shall pay 100% of Plan 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 hard cap per month. In the event the teacher waives Plan A, the Board will provide a cash payment of $641.90 per month. In order to ensure that eligible employees receive cash-in lieu in compliance with the Patient Protection and Affordable Care Act, the following conditions must be met: (a) the employee voluntarily and in writing opts out of the available medical health care plan; and (b) provides documentation to the Superintendent's designee that the employee has other medical health care coverage that meets the minimum value and coverage requirements of the Affordable Care Act.

D. The "medical benefit plan coverage year" shall run from January 1 to December 31 of each school year. The Board shall be the policyholder.

E. Open enrollment for current employees shall be November 1st, and for new hires September 1st of each year.

F. Employees who participate in the ABC/HSA insurance plan may contribute into their HSA account. This amount will be deducted from each pay. These deductions must comply with IRS regulations.

G. Dual coverage (i.e., medical insurance coverage for both spouses and/or dependents) shall not be permitted where both spouses are employed by the Board and are eligible for coverage. In that instance, one spouse shall be designated as the recipient for medical insurance coverage purposes.

Article 16
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 17
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 18
DURATION OF AGREEMENT

This agreement shall be effective from July 1, 2024 and shall continue until June 30, 2027. 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

Peter Aranda, President

Ross Thiele, Vice-President

VBCEA Representative

Hartford Public Schools
Board of Education

Mike Banic, President

Jason Meachum, Secretary

5-20-24
Date

Appendix A

If a member receives a minimally effective rating, they will receive half of their yearly increase. If a member receives an ineffective rating, they will not receive their yearly increase. *awarded - years of service granted by the Board of Education at their time of hire. The Board of Education reserves the right to place an incoming experienced teacher at an appropriate professional level/salary less than the teacher's actual years of experience. The Board also reserves the right to place an incoming experienced teacher at a level/salary higher than the teacher's year of experience.

A. A Level change on the schedule will only be effective at the beginning of the semester following the date of completion of the professional certificate or Master's degree (as shown on the official college transcript) provided that the teacher submits supporting evidence of completed requirements at least 15 days prior to the beginning of the semester.

   If a teacher is placed in a professional level and their salary is more than the salary for that professional level, the teacher will be placed at the appropriate professional level, but will not be paid less than the teacher's current salary. If a teacher's salary crosses a level line (as a result of the percentage increase), they are moved to the next level, and will receive the appropriate Level increase.

B. Appendix C is the previous salary schedule and exists in this contract as a historical reference and a transition element. Appendix C will continue to be used for the payment of Schedule B and B-1 positions.

C. Substitution - Elementary teachers will receive $27.50 per hour, proportional to the actual time spent substituting, for the time they spend teaching during their planning time due to the lack of a substitute teacher for the special class. Secondary teachers (6-12) will receive $22.50 per period during their planning time.

D. 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 teacher 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.

E. 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. When meetings are not able to accommodate the parent during school hours, a teacher will be compensated at $40/hr.

If a teacher is contracted at a step below their actual record years of service, the district shall grant an additional year of service to the next school year contract (not to exceed their actual year of teaching) if all of the following criteria are met:

1. Minimum 5 years at Hartford Public Schools
2. 3 consecutive years of "Effective" rating including the present year.
3. No disciplinary action has occurred.
4. A year of service was not granted the previous year.

Step	BA -24-25	MA	BA -25-26	MA	BA -26-27	MA
1	$44,000	$46,200	$44,440	$46,662	$44,884	$47,129
2	$44,990	$47,240	$45,440	$47,712	$45,894	$48,189
3	$46,002	$48,302	$46,462	$48,785	$46,927	$49,273
4	$47,037	$49,389	$47,508	$49,883	$47,983	$50,382
5	$48,096	$50,500	$48,577	$51,005	$49,062	$51,516
6	$49,178	$51,637	$49,670	$52,153	$50,166	$52,675
7	$50,284	$53,301	$50,787	$53,834	$51,295	$54,373
8	$51,416	$54,501	$51,930	$55,046	$52,449	$55,596
9	$52,573	$55,727	$53,098	$56,284	$53,629	$56,847
10	$53,755	$57,518	$54,293	$58,094	$54,836	$58,674
11	$54,965	$59,362	$55,515	$59,956	$56,070	$59,995
12	$56,202	$60,698	$56,764	$61,305	$57,331	$61,345
13	$57,466	$62,063	$58,041	$62,684	$58,621	$62,725
14	$58,759	$63,460	$59,347	$64,095	$59,940	$64,136
15	$60,081	$64,888	$60,682	$65,537	$61,289	$65,579
16	$61,884	$66,834	$62,047	$67,011	$62,668	$67,055
17	$63,121	$68,171	$63,443	$68,519	$64,078	$68,563
18	$64,384	$69,535	$64,871	$70,061	$65,520	$70,106
19	$65,671	$70,925	$66,331	$71,637	$66,994	$71,683
20	$66,985	$72,344	$67,823	$73,249	$68,501	$73,296
21	$67,936	$73,371	$68,786	$73,601	$69,474	$74,337
22	$68,901	$74,413	$69,763	$74,646	$70,460	$75,393
23	$69,879	$75,120	$70,753	$75,706	$71,461	$76,463
24	$70,871	$75,832	$71,758	$76,781	$72,476	$77,549
25	$71,878	$76,909	$72,777	$77,144	$73,505	$77,915
26	$72,899	$78,001	$73,811	$78,239	$74,549	$79,022
27	$73,934	$78,739	$74,859	$79,350	$75,607	$80,144
28	$74,984	$79,483	$75,922	$80,097	$76,681	$80,515
29	$76,048	$80,611	$77,000	$80,850	$77,770	$81,658

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	2.0%

*Clubs Approved by Administration
Minimum of 10 members; beginning of each year a plan of goals and activities presented to the principal.

Competition Type Clubs (3-HS, MS) Quiz Bowl, Science Olympiad, Robotics	2.0%
Non-Competition Type Clubs	1.0%
Chaperones - HS/MS (Dances, etc.)	$15.00
*Head Band Director	10.0%
*Assistant Band Director	5.0%
*Vocal Music (2 positions (Secondary/Elementary) - 3% each)	6.0%
*High School Musical Play Director	4.0%
*Play Assistants (2-3)	2.0% Each
*Auditorium Director	5.0%

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

Football:	
Varsity Head	11.0%
Varsity Assistant	7.5%
Junior Varsity Head	6.5%
Junior Varsity Assistant	6.0%
Basketball:	
Varsity Head	11.0%
Junior Varsity Head	7.0%
Freshman Head	6.0%
Track:	
Varsity Head	8.0%
Varsity Assistant	5.0%
Cross Country:	
Varsity Head	6.0%
Soccer:	
Varsity Head	8.0%
Junior Varsity Head	5.0%
Wrestling:	
Varsity Head	9.0%
Volleyball:	
Varsity Head	9.0%
Junior Varsity Head	7.0%
Softball:	
Varsity Head	8.0%
Junior Varsity Head	5.0%
Baseball:	
Varsity Head	8.0%
Junior Varsity Head	5.0%
Sideline Cheerleading:	
Varsity Head	4.0%
Competitive Cheer:	
Varsity Head	4.0%
Basketball, Volleyball, Wrestling, Track:	
Scorer	$20/Game

Timer $20/Game
Athletic Trainer $25/Game
Athletic Director 17.0%

APPENDIX B
MIDDLE SCHOOL ATHLETIC SCHEDULE

Football:
- 8th Grade Head 5.0%
- 8th Grade Assistant 2.5%
- 7th Grade Head 5.0%
- 7th Grade Assistant..... 2.5%

Basketball:
- 8th Grade 5.0%
- 7th Grade 5.0%

Volleyball:
- 8th Grade 5.0%
- 7th Grade..... ..... 5.0%

Wrestling: 4.0%
Track: 4.0%
Soccer:..... 4.0%
Middle School Cheerleading (Boys Basketball Season Only): 2%
Middle School Games Manager ..... $50/day in which contests are held

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. Any individual may be terminated from their position at any time for any reason. A member of the bargaining unit meeting the qualifications for the position and appointed to the position, shall be compensated in accordance with the rates established unless there are cancellations due to a government shutdown or local health emergency. For these athletic positions, coaches will be compensated if the season is canceled prior to the beginning of the season due to a pandemic, government shutdown, or local health

emergency, provided the coach presents information of significant planning or startup activities in preparation for the season. The percentage of compensation will be determined by the District.

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%
*Elementary Yearbook	1.0%
*Student Council:	
High School	3.0%
Mayfest Completed	0.5%
Fallfest Completed	0.5%
Middle School	3.0%
Elementary	3.0%
*Clubs Approved by Administration - Minimum of 10 members; beginning of each year a plan of goals and activities presented to the principal.	
Competition Type Clubs (3-HS, MS)	2.0%
Quiz Bowl, Science Olympiad, Robotics, ESports - Fall, ESports -Winter	
Non-Competition Type Clubs	1.5%
*Head Band Director	10.0%
*Assistant Band Director	5.0%
*Vocal Music (2 positions (Elementary/Secondary) - 3% each)	6.0%
*High School Musical Play Director	5.0%
*Play Assistants (2-3)	3.0% Each
*Auditorium Director	10.0%
*Peer to Peer	1.5%
*Recycling Club	1.5%
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	13.0%
Varsity Assistant	9.0%
Junior Varsity Head	8.0%
Junior Varsity Assistant	7.0%
Basketball:	
Varsity Head	13.0%
Junior Varsity Head	8.5%
Freshman Head	7.5%
Track:	
Varsity Head	10.0%
Varsity Assistant	7.0%
Cross Country:	
Varsity Head	8.0%
Soccer:	
Varsity Head	10.0%
Junior Varsity Head	7.0%
Wrestling:	
Varsity Head	10.0%
Volleyball:	
Varsity Head	11.0%
Junior Varsity Head	8.0%
Softball:	
Varsity Head	10.0%
Junior Varsity Head	7.0%
Baseball:	

Varsity Head 10.0%
Junior Varsity Head 7.0%
Sideline Cheerleading:
Varsity Head 3.0%
Competitive Cheer:
Varsity Head 8.0%
Basketball, Volleyball, Wrestling, Track:
Scorer $20/Game
Timer $20/Game
Athletic Trainer $25/Game
Athletic Director 22.0%

APPENDIX B-1

MIDDLE SCHOOL ATHLETIC SCHEDULE

Football:
8th Grade Head 6.0%
8th Grade Assistant 3.0%
7th Grade Head 6.0%
7th Grade Assistant..... 3.0%
Basketball:
8th Grade 5.5%
7th Grade 5.5%
Volleyball:
8th Grade 5.0%
7th Grade..... ..... 5.0%
Wrestling: 5.0%
Track: 5.0%
Soccer:..... 5.0%
Coed Cross Country 5.0%
Middle School Games Manager ..... $50/day in which contests are held
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.

APPENDIX C

Hartford Teachers Salary Schedule for 2016-2017 for calculating Schedule B, B-1				
STEP	Bach. Degree	Bach.+20 hours	Masters Degree	Masters+15 hrs
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 D

Decisions about placement, layoff/recall, and evaluation of a "teacher" under Revised School Code Section 1249, or who is assigned to students in any grades K to 12 as a "teacher of record" ("classroom teacher") will be made as stated below. The parties agree that the procedures established in this Appendix constitute clear and transparent procedures as required under Revised School Code Section 1248.

1. ***Placement of Classroom Teachers.*** The Superintendent or designee decides placement decisions, when a vacancy exists, and when a posting is made. Consistent with Revised School Code Section 1248, classroom teacher placement decisions will be made by the Superintendent or designee in their discretion based on the following clear and transparent factors:
    a. Staffing the curriculum with the most effective, certified, and qualified teachers to instruct the applicable courses, grades, and school schedule.
    b. Appropriate certification, approval, or authorization for all aspects of the assignment. The certification, approval, or authorization, as applicable, will be determined by the Revised School Code, MDE's Teacher Certification Code, MDE's Rules for Special Education Programs and Services, and other applicable statutes and regulations.
    c. Classroom teacher placement decisions must be made based on teacher effectiveness criteria established in Revised School Code Section 1249.
    d. In addition, classroom teachers must be fully qualified for all aspects of their assignments, as determined by the Board, based on documentation on file with the Superintendent's office, including:
        i. Compliance with applicable state or federal regulatory standards, including standards established as a condition to receipt of foundation, grant, or categorical funding;
        ii. Credentials needed for District, school, or program accreditation.
        iii. District-provided professional development, training, and academic preparation for an instructional assignment that is anticipated to contribute to the teacher's effectiveness in that assignment and is integrated into instruction;
        iv. Relevant special training, other than professional development or continuing education as required by state or federal law, and integration of that training into instruction in a meaningful way;
        v. Disciplinary record, if any

vi. Length of service in a grade level(s) or subject area(s);
vii. Recency of relevant and comparable teaching assignments;
viii. Previous effectiveness ratings;
ix. Attendance and punctuality;
x. Rapport with colleagues, parents, and students;
xi. Ability to withstand the strain of teaching;
xii. Compliance with state and federal law; or
xiii. Other non-arbitrary or capricious reasons.

e. Length of service within the District may be considered as a tiebreaker if a classroom teacher placement decision involves 2 or more teachers and all other factors distinguishing those teachers from each other are equal.
f. If a teacher petitions for nullification of the teaching certificate or any endorsement, the teacher must promptly provide written notice of that petition to the Superintendent's office.
g. The Superintendent or designee has discretion to involuntarily transfer a teacher into a position for which they are certified or qualified for non-arbitrary or capricious reasons.

2. ***Layoff/Recall of Classroom Teachers.***
   a. Acting within the approved budget, the Superintendent is responsible for establishing the number and nature of teaching assignments to implement the approved curriculum. If the Superintendent determines that insufficient funds are budgeted for the existing classroom teaching staff or that a reduction in classroom teaching staff is necessary due to program, curricular, or other operational considerations, the Superintendent will recommend to the Board the classroom teaching positions to be reduced.
   b. Reduction in force and recall decisions must be made based on classroom teacher effectiveness criteria established in Revised School Code Section 1249 and this Appendix.
   c. Decisions about the reduction and recall of teachers will be guided by the following criteria:
      i. Classroom teachers must be properly certified, approved, or authorized for all aspects of their assignments. The classroom teacher's certification, authorization, or approval status will be determined by the Revised School Code, MDE's Teacher Certification Code, MDE's Rules for Special Education Programs and Services, and other applicable statutes and regulations; and based on documentation on file with the Superintendent's office.

      ii. Retaining the most effective classroom teachers who are certified (or

otherwise approved or authorized) and qualified to instruct the courses within the curriculum, academic level(s), department(s), and school schedule(s). A probationary classroom teacher rated as "effective" (or highly effective) on the classroom teacher's most recent annual year-end performance evaluation is not subject to displacement by a tenured classroom teacher solely because the other classroom teacher is tenured under the Teachers' Tenure Act.

iii. A classroom teacher must maintain valid certification, approval, or authorization, as applicable, and is responsible for filing a copy of the certificate, approval, or authorization with the Superintendent's office in compliance with Revised School Code Section 1532.

iv. If a classroom teacher petitions for nullification of the teaching certificate or any endorsement, the teacher must promptly provide written notice of that petition to the Superintendent's office.

d. In addition, classroom teachers must be fully qualified for all aspects of their assignments, as determined by the Board, based on documentation on file with the Superintendent's office, including:

i. Compliance with applicable state or federal regulatory standards, including standards established as a condition to receipt of foundation, grant, or categorical funding;

ii. Credentials needed for District, school, or program accreditation;

iii. District-provided professional development, training, and academic preparation for an instructional assignment that is anticipated to contribute to the classroom teacher's effectiveness in that assignment and is integrated into instruction;

iv. Relevant special training, other than professional development or continuing education as required by state or federal law, and integration of that training into instruction in a meaningful way;

v. Disciplinary record, if any;

vi. Length of service in a grade level(s) or subject area(s);

vii. Recency of relevant and comparable teaching assignments;

viii. Previous effectiveness ratings;

ix. Attendance and punctuality;

x. Rapport with colleagues, parents, and students;

xi. Ability to withstand the strain of teaching;

xii. Compliance with state and federal law.

e. Classroom Teachers must provide the District with current information and documentation supporting the teacher's certification and qualifications.

i. Reduction and recall decisions will be based on the classroom teacher's certification and qualifications in the District's records at the time of the decision.

ii. A laid off classroom teacher must maintain current contact information (address, phone, and email address) with the Superintendent's office.

iii. Failure to maintain current contact information may negatively impact the teacher's recall.

f. Before the Board authorizes a classroom teacher reduction, the Superintendent or designee will notify, in writing, the affected classroom teacher of an opportunity to respond, either in person or in writing, to the proposed reduction.

g. The Superintendent or designee will provide written notice of reduction in force or recall decisions to each affected classroom teacher and Association.

h. A classroom teacher's length of service with the District as a classroom teacher or tenure under the Teachers' Tenure Act will not be the sole factor in reduction in force and recall decisions.

i. Classroom teacher reduction in force decisions will be implemented by the

following:

i. If 1 or more classroom teaching positions are to be reduced, the Superintendent will first identify the academic level(s) or department(s) affected by the reduction. Among those classroom teachers who are certified, approved, or authorized and qualified to instruct the remaining curriculum within the affected academic level(s) or department(s), selection of a classroom teacher(s) for reduction in force will be based on the factors set forth in this Appendix.

ii. Classroom teachers within the affected academic level(s) or department(s) who are certified and qualified for the remaining positions will be retained consistent with the factors set forth in this Appendix.

iii. When a classroom teaching position is identified for reduction and there exists a concurrently vacant classroom teaching position for which the classroom teacher in the position to be reduced is both certified and qualified, and the classroom teacher has received an overall rating of at least effective on that teacher's most recent year-end performance evaluation, that classroom teacher may be assigned to the vacant position consistent with this Appendix unless the Superintendent or designee determines (based on non-arbitrary or capricious reasons) that the District's educational interests would not be furthered by that assignment.

iv. If more than 1 classroom teacher whose position has been identified for reduction is certified and qualified for a concurrently vacant classroom teaching assignment, the Superintendent or designee will fill the vacancy consistent with this Appendix, unless the Superintendent determines (based on non-arbitrary or capricious reasons) that the District's educational interests would not be furthered by that assignment.

v. If the reduction or recall decision involves more than 1 classroom teacher and all other factors distinguishing those teachers from each other are equal, seniority (as established by the most recent seniority list for the bargaining unit to which the teachers belong or, if none exists, the District's records) will determine preference for reduction or

recall.

vi. At least 30 calendar days' notice of reduction in force will be provided to the classroom teacher and Association, absent extenuating circumstances.

j. Classroom Teacher Recall Process

i. A classroom teacher is eligible for recall under this Appendix for 18 months from the date the District implemented the reduction in force.

ii. The Superintendent will first identify the academic level(s) or department(s) where a teaching vacancy exists.

iii. Before or in lieu of initiating the recall of a laid-off classroom teacher, the Superintendent may reassign teachers to fill vacancies in accordance with this Appendix.

iv. After or in lieu of any reassignment of existing teaching staff, the Superintendent may take the following action to fill a vacancy: Recall the laid-off classroom teacher who is certified and qualified for the vacancy, provide the classroom teacher was rated at least effective. If more than 1 laid-off classroom teacher is certified and qualified for recall to a vacant teaching assignment, the Superintendent or designee will fill the vacancy consistent with this Appendix.

v. The Superintendent or designee will provide written notice of the Board's recall decision to any recalled classroom teacher must accept recall to preserve the teacher's employment rights.

vi. A laid-off classroom teacher who is recalled and fails to accept recall by the time designated in the recall notice, or who does not report for work by the deadline specified in the recall notice after filing a written acceptance of recall and continued employment unless the Superintendent, in the Superintendent's sole discretion, has extended the time limit in writing.

3. Evaluation of Classroom Teachers. Classroom teachers will be evaluated pursuant to a performance evaluation system consistent with Revised School Code Section 1249

and the Teachers' Tenure Act. This performance evaluation system will include, as appropriate, the following:

a. a year-end evaluation process that meets statutory standards;

b. an evaluation tool that incorporates components required by law, including:

    i. locally agreed-on student growth and assessment data or student learning objectives, as defined by Revised School Code Section 1249; and

    ii. the teacher's performance

c. an individualized development plan (IDP) with measurable performance goals developed by the evaluator in consultation with teacher and recommended training, coaching, professional development or resources designed to improve the teacher's effectiveness for;

    i. all probationary teachers;

    ii. teachers rated developing, needs support; or

    iii. at the administrator's discretion when performance deficiencies are noted. To the extent allowable by law, the District will notify a classroom teacher of complaints that might lead to discipline.

d. Classroom observations of at least 15 minutes each which include, at a minimum, a review of the classroom teacher's lesson plan, the state or national curriculum standard used in the lesson, and pupil engagement, with appropriate written feedback and a post-observation meeting between the teacher and the school administrator conducting the observation to discuss those items;

e. a-mid-year progress report, if required by law, which aligns with the classroom teacher's individualized development plan, includes specific performance goals developed by the evaluator, and any recommended training, coaching,

professional development, or resources identified by the evaluator.

f. a year-end performance evaluation effectiveness rating, of effective, developing or needing support;
g. tenured classroom teachers rated as highly effective or effective on the 3 most recent consecutive year-end evaluations my be evaluated triennially, but if the classroom teacher is not rated as effective on one of the triennially, but if the classroom teacher is not rated as effective on one of the triennial year-end evaluations, the classroom teacher must receive year-end evaluations. If a classroom teacher on the triennial track is placed on an IDP or transfers to a new position, the Superintendent may choose to move the classroom teacher to annual evaluations; year end evaluations for classroom teachers shall be completed at least five (5) business days before the end of the school year.

h. a mentor for classroom teachers rated developing or needing support or for classroom teachers as required by law;

i. opportunity for a tenured classroom teacher rated needing support on a year-end evaluation to request a review consistent with Revised School Code 1249;

j. Use of the Thoughtful Classroom evaluation tool, which has been approved by MDE and is in compliance with Revised School Code Section 1249 and corresponding regulations;

k. website posting of required information for the Thoughtful Classroom evaluation tool;

l. training on the Thoughtful Classroom evaluation tool for teachers and evaluators as required by law.

m. If a tenured classroom teacher is rated ineffective or needing support on 3 consecutive year-end evaluations, the classroom teacher shall be discharged consistent with due process. The District is not precluded from discharging a classroom teacher at other times as provided by the Teachers' Tenure Act.

n. If a classroom teacher receives an unevaluated rating, the teacher's rating from the school year immediately before the designation must be used.

o. The parties will by September 1, 2024 negotiate and reach consensus concerning how to measure student growth and assessment data or students learning objective metrics to be considered for 20% of the elevations. If a consensus is not reached by September 1, 2025, the District will use the assessment data currently utilized.

p. A probationary classroom teacher cannot challenge any aspect of the negotiated evaluation process, including observations, the IDP, the mid-year performance review, or their assigned ratings.

4. Grievance Procedure. An alleged violation of this Appendix is not subject to arbitration in the grievance process; except, probationary teachers cannot challenge any aspect of the negotiated evaluation process, including observations, the IDP, the mid-year performance review, or their assigned rating per paragraph 3(p) above. An Arbitrator, however, has jurisdiction to consider a grievance filed under the grievance process by a tenured teacher with two (2) consecutive ratings of "Needing Support."

2024-2025 Academic Calendar