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1993-1997 LABOR AGREEMENT
BETWEEN
HOPKINS PUBLIC SCHOOLS
AND
HOPKINS EDUCATION ASSOCIATION

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AGREEMENT

Agreement made this 16th day of August, 1995, by and between the Board of Education of Hopkins Public School, hereinafter called "The Board" and the Hopkins Education Association, hereinafter called "The Association".

We agree to extend the current teachers' contract and addendums through August 15, 1997.

ARTICLE I RECOGNITION

The Board recognizes the Association as the sole and exclusive bargaining representative with respect to wages, hours and working conditions for all certified probationary and tenured elementary and secondary teachers, including counselors, special education teachers, librarians, part-time teachers, teaching coordinators and athletic director, but excluding the superintendent, secondary principal, elementary principal, business manager, full and part-time assistant administrators, directors, transportation supervisor, maintenance supervisor, hot lunch supervisor, office and clerical employees, substitute teachers and all employees performing work funded under Chapter I.

ARTICLE II TERM OF CONTRACT

The term of this contract shall be for four (4) years, effective from the 16th day of August, 1993 to the 15th day of August, 1997.

The Agreement supersedes all prior agreements and understandings between the parties and shall remain in full force and effect, year after year, unless either party hereto serves a written notice upon the other party on or before the first day of April, 1997, or at least sixty (60) days prior to the expiration of any subsequent automatic renewal period, of its intent to terminate, revise or modify the terms and provisions hereof.

If, however, a problem arises with an item(s) during the effective dates of this Agreement, the item(s) may be opened and settled by mutual agreement of both parties.

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ARTICLE III MANAGEMENT RIGHTS

A. Administrative Rights. Indicate the second of the secon

The Employer, for and on their behalf, of the electors of the school district, hereby retain and reserves unto itself, without limitations, all powers, rights, and authority conferred upon and vested in it by the laws and the Constitution of the State of Michigan and the United States, including but without limiting the generality of the foregoing, the right:

- To the executive management and administrative control of the school system and its properties and facilities, and the duty assignments of its employees, the Board of Education has the right to determine the size of the work force and to lay off employees according to the terms of this contract.
- 2. To hire all employees subject to the provisions of law to determine their qualifications and the condition of their continued employment, their dismissal or demotion, and to promote and transfer all such employees.
- The Board shall have the right to prescribe the number and duration of class hours during the teaching day.

B. Limitation of Rights.

The exercise of the foregoing powers, rights and authority by the Employer and adoption of policies, rules regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only to the specific and expressed terms of this Agreement.

ARTICLE IV PROSCRIBED ACTIVITY

The Association agrees that, during the life of this Agreement, neither the Association, its agents, nor its members will authorize, instigate, aid or engage in a work stoppage, slow down, strike or engage in any similar activity against individual members of the Board. The Board agrees that during the same period there will be no lockouts.

ARTICLE V TEACHER'S RIGHTS

A. Right to Freely Organize, Join and Support the Association.

Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that teachers covered by this Agreement shall have the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation. The Board further agrees that it will not directly nor indirectly encourage or discourage, deprive or coerce any teacher from the enjoyment of any rights conferred by Act 379, that it will not discriminate against any teacher with respect to wages, hours, terms or conditions of employment, by reason of his/her membership in this Association or participation in collective professional negotiation with the Board, or his/her institution of any grievance under this Agreement, but that nothing herein shall require a teacher to be a member of or participate in the activities of any organization.

B. Right of Association to a Meeting Room.

The Education Association shall have the right to use a room of the school upon reasonable notice to the Superintendent (or designee) and with his consent for the purpose of holding association meetings. The meetings shall not be held during teacher contracted

time without administrative approval and shall not interfere with other regularly scheduled school activities. The Administration shall have the right to designate the location of the meeting room within the building.

C. Right of Class Assignment.

1. No teacher shall be assigned a subject for which he or she is not certified to teach.

The Administration shall provide the teacher with his or her written assignment by August 1 prior to the school year.

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No teacher shall have his or her assignment transferred after the notification without being notified in writing.

2. The administration has the right to make involuntary transfers or involuntary assignments after this August 1st date when emergency situations arise. Last minute quits, financial problems or problems of balancing class sizes are examples of emergency situations which can be helped by transferring a staff member or by assigning different classes for that teacher to teach.

The Administration has the responsibility to explain reasons for the change in his or her assignments.

3. If an open position arises during the school year, current staff may apply for the position. All applications will be reviewed based on qualifications and seniority. Placement of an existing staff member in such a position will be made at the beginning of the following school year, or at a normal break in the school calendar, i.e., semester, etc. If an opening occurs within the first two weeks of the current school year that position may be filled immediately. Time of such placement will be determined by the Administration so as to minimize the disruption of the educational process.

D. Freedom of Information Protection

- 1. If the Board receives a Freedom of Information Act request for documents in a teacher's central personnel file or a teacher's lesson plans, the Board shall make a good faith attempt to promptly orally notify the teacher and the Association of the receipt of the request and the board's proposed response to the request. In order to allow the teacher and Association to seek legal relief, the Board shall delay granting the request to the extent permitted by law (ordinarily five business days after the receipt of written request). Consideration shall be given to the teacher's privacy interest and all available Freedom of Information Act exceptions to compelled disclosure.
 - The above provisions shall not prevent the Association from having access to any employment records reasonably related to its duties as the exclusive bargaining representative.

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A. Policy Topics.

The written policies of the Board which apply to wages, hours, or working conditions shall be a part of this contract and except as they may be superseded by expressed provisions of this contract shall be included herein, but the Board reserves the right to the contrary, to promulgate new policies from time to time as the need arises, but not to conflict with the provisions of this Agreement.

- B. The Board shall supply four (4) copies of Board policies to the Association officers and one(1) to each school professional library (a total of eight (8) copies).
- C. Publication and Distribution of Master Agreement.

 Each teacher covered by this agreement shall be supplied with a copy for the length of this contract at Board expense.

ARTICLE VII TEACHER DISCIPLINE

A. Just Cause Clause.

No teacher shall be disciplined, reprimanded, reduced in rank or compensation without just cause. All teachers shall be provided access to the existing personnel policies and procedures governing conduct and will be made aware of any changes or additions.

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A teacher shall be entitled to have a representative of the Association present during any investigatory interview which could reasonably result in disciplinary action. When a teacher request for such representation is made, no action shall be taken with respect to the teacher until such representation is present.

C. Written Complaints Against Teachers.

- 1. Any written complaint made against a teacher by any parent, student, or other person which is to become a part of the teacher's personnel record will be called to the attention of the teacher within 5 school days. The teacher shall have the right to submit a written response to said complaint within a reasonable time thereafter, which shall become a part of the teacher's personnel file.
- 2. Any verbal or anonymous complaint that could affect the teacher's employment or performance shall be brought to the teacher's attention within 5 school days.

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ARTICLE VIII LEAVE OF ABSENCE

Application for a leave of absence shall be tendered to the Superintendent at least 90 days in advance of the date when the leave would start. Exceptions to this 90 day notice may be granted in cases of emergency as determined by the Administration. Employees granted a leave of absence for thirty (30) or more working days shall be required to give at least ninety-five (95) days advance written notice prior to the start of the next semester for which they intend to return, otherwise said employees shall be required to wait until a vacancy occurs for which they are best qualified therefore.

A. Sick Leave.

Teachers shall be on the job for the full school day for which they are paid except as provided for in the following:

At the beginning of each school year each teacher will be credited with ten (10) sick leave days per year without loss of salary, to be used for absences caused by illness or physical disability of the teacher. Sick leave days will be pro-rated for all regularly employed part-time teachers. Unused sick leave shall accumulate without limit.

Immediate family defined as children, spouse, parents of teacher and parents of spouse.

Extended family defined as brothers and sister of teacher and spouse, grandparents of teacher and spouse and grandchildren.

All days of allowable absence dependent upon amount of accumulated sick leave.

Teachers who use sick leave on the day before or after a regularly scheduled school vacation may be required to provide verification of absence for reasons listed in items #1 - #4 on page 5

Sick leave will be paid and utilized as prescribed below:

- 1. Illness of teacher, spouse or children.
- 2. Hospitalization of immediate family: 3 days Hospitalization of extended family: 1 day

Additional time for immediate family up to 10 days allowed (if sick leave available) based on verification from physician and approval of Superintendent.

- 3. Death of member of immediate family: 5 days per death

 Extended family: 3 days
- 4. Death of other limited to one (1) day per school year.

5. Amount to be deducted for exceeding this limit shall be 1/186th of teacher's yearly salary. (This may change if teacher work year is changed).

6. Teachers retiring under the Michigan Public School Employee's Retirement System shall be compensated for unused sick days in the following manner:

0 - 20 days
No Compensation
21 - 40 days
10% of daily rate
41 - 70 days
33-1/3% of daily rate
71 - 100 days
40% of daily rate
101+ days
50% of daily rate

7. A. For all new teachers hired after August 24, 1993, the following compensation shall be made for unused sick days upon retirement from the Hopkins Public Schools:

0 - 20 days = no compensation

21 - 100 days = 50% substitute teacher pay x total number of accumulated sick days

101+ = 75% substitute teacher's pay x total number of accumulated sick days

B. For staff members with accumulated sick days in excess of 50, and who were hired prior to July 1, 1993, the Board of Education will purchase one year's service time for an individual (if applicable) in exchange for a reduction of their accumulated sick time of 45 days, up to 5 years of service time purchased.

The Board of Education and HEA believe it is highly unprofessional to have teachers misuse their sick leave benefits.

Staff members who are found to be misusing their sick leave benefits will be dealt with as follows:

1st offense: The day's pay to be deducted and a written reprimand.

2nd offense: Repeat as in No. 1 plus lose five (5) days of accumulated sick leave.

3rd offense: Dismissal procedures may be instigated by the Board. head harm with

For each day missed in excess of accumulated sick leave, with the exception of cases detailed in section A6 and cases involving non-tenured employees, the employee shall reimburse to the district 1/186th of the district's yearly benefit cost (health, dental/vision and/or annuities). This amount shall be deducted from the next paycheck.

The district may take appropriate action, including termination of an employee with unacceptable overall attendance in the Hopkins Public Schools, regardless of the reason for absences. These actions may take place after disciplinary steps listed in section A7 have been implemented. Paid sick leave is solely for the purpose of providing employee protection against financial loss.

Any employee whose record shows unacceptable absences in the current school year may be required to obtain medical verification from a mutually agreeable health care provider to qualify for sick leave. Further, the district may require medical verification of disability from a mutually agreeable health care provider when it has reason to believe that the employee is not disabled.

If there is no cause to suspect unacceptable absences within 90 days, no medical verification will be necessary until such time as further unacceptable absences occur.

Medical verification may be required by the Superintendent to assure that a teacher may return to work without limitation or restriction.

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8. The School will reimburse the difference between Worker's Compensation payments and the employee's daily salary. The difference will be deducted from sick leave on a pro-rated basis.

The employee shall reimburse the district for the value of all sick leave payments which the district paid the employee before Worker's Compensation benefits took effect. The employee's accumulated sick leave will be credited when the reimbursement is received.

An employee receiving Worker's Compensation shall have the right to receive any benefits which were earned but not yet taken prior to the time of such disability.

B. Sabbatical Leave to griffing all office in writing at the first environment

A leave of absence with one-half (1/2) pay may be granted upon application and with Board approval for the following purposes:

- 1. Teachers who have been employed for seven (7) consecutive years by the Board may be granted a sabbatical leave for professional improvement for up to one (1) year. It is agreed that professional improvement includes, but is not limited to: attending a college, university or other educational institution or travel which will improve the teacher's ability to teach.
- 2.8 To qualify for such sabbatical leave, the teacher must hold a permanent, continuing or life teaching certificate. and the loads and the leave at the leave at

- 3. During such sabbatical leave, the teacher will be considered to be in the employ of said Board, will have a contract and may be paid insurance benefits and one-half (1/2) the teacher's full salary, provided, however, the Board shall not be held liable for death or injuries sustained by any teacher on sabbatical leave.
- 4. Teachers on sabbatical leave will be allowed credit toward retirement for time spent on such leave in accordance with the rules and regulations established by the Michigan Public School Employees' Retirement Board.

providing employed protection against financial loss

- 5. A teacher returning from sabbatical leave will be restored to the same teaching position or one of like nature, seniority, status, and pay.
- 6. Provided there are enough people who qualify for sabbatical leaves and apply for such leaves, the Board may grant two (2) such leaves per year with one-half (1/2) pay to each teacher.

may return to work without limitedon or restriction

7. The regular salary increment occurring during such period will be allowed.

C. Jury Duty or Subpoena.

Teachers summoned to service on jury duty or subpoenaed to appear in a legal action shall be paid their regular contractual salary. The teacher shall turn over to the school district any remuneration which they receive for service. If a teacher is released from jury duty or as a witness when three (3) or more hours remain in the normal school day, he/she will then report to school to resume his/her normal classroom duties.

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D. Anticipated Prolonged Disabilities of half ingrupes a sevelours off?

- Prolonged disability leave, without pay is available to all employees. The length of
 the leave shall not exceed one (1) year; renewable at the discretion of the Board,
 upon request by the employee and the approval of the Board.
- 2. In order to provide for continuity in service between pupil and employee, the employee shall notify the Superintendent's office in writing at least four (4) months to prior to the expected date so that necessary arrangements can be made to procure the employee's replacement.
- Within thirty (30) days thereafter, the employee shall submit a written request for APD leave to the Board of Education. The request shall specify the beginning date of the leave, and be accompanied by a physician's statement that there is no medical reason why the employee cannot continue to perform services until the beginning date of the leave. A statement will be supplied by the administration indicating whether the date requested by the employee will unduly interrupt the pupil-employee continuity, which, if it does, the employee will submit another leave request. As nearly as possible, the beginning date of the leave of absence should conform to a normal break in the school year.

The Board may place an employee on APD leave at any time the employee's attendance or teaching duties are adversely affected or upon the advice of a doctor.

- 4. The employee shall be eligible to return from APD leave upon filing a physician's statement that the employee is physically fit for full-time employment without limitation or restriction. The employee shall request a prospective termination date of the leave of absence at the time of request for leave.
- 5. Re-employment will commence upon the date agreed upon by the Board and employee which shall not be later than the beginning of the first day of the school year following the date the employee was declared eligible for re-employment. Extension of the leave shall be at the discretion of the Board. It is understood that the foregoing shall not supersede a necessary reduction in staff or other provisions of law or this contract. This means if a necessary reduction of staff occurs, a person on APD leave will be treated as any other staff member concerning reduction of staff.
 - 6. An employee may make written application to the Superintendent for reinstatement prior to expiration of the leave granted by the Board of Education. However, the Board of Education reserves the right, in its sole discretion, to approve accelerated termination of APD leave on the basis of each individual case.
- 7. Failure to return from APD leave without a justifiable excuse on the date specified in said leave shall be conclusively deemed abandonment unless mutually agreed upon by the Board and the employee prior to said dates as provided in Section 1 of this paragraph.
- 8. Failure to apply for an APD leave without a justifiable excuse as herein above specified shall be conclusively deemed an abandonment of employment when the employee can no longer perform their duties.
- 9. Should APD leave exceed sixty (60) calendars days it will be without pay and fringe benefits, without experience credit and without sick leave accumulation. Upon return from APD leave, the employee shall be restored to the same position on the salary schedule as when they left, and be entitled to other benefits prior to said leave. A teacher returning from a leave provided in this Section shall be placed on the next step of the salary schedule from which he/she went on leave unless he/she returns in the same school year.
- 10. Upon returning to work, the employee shall be assigned to a position for which
 - 11. In lieu of the above provisions for unpaid APD leave, employees shall have the right, if they so desire, to receive accumulated sick leave benefits beginning at such

time as they no longer are able to continue work and are physically incapacitated. It is expressly understood this shall not include normal child care and the employee shall not be entitled to avail themselves to the foregoing unpaid APD provisions if they choose to receive sick leave benefits pursuant to the provisions of this Paragraph in which event the following provisions shall apply:

- a. All prolonged disabled employees shall notify the administration of their plans prior to the elimination of accumulated sick leave.
- b. The employee shall be required to furnish medical certification of their continued ability to perform their duties and the other provisions as set forth in Section 3 of this Paragraph shall also apply.
- c. To receive sick leave payments, the employee must perform all duties until physically disabled and unable to perform their duties and return to service as soon as physically able to perform all duties as certified by their physician.
- d. For all sick leave days claimed the employee must have a physician's certificate verifying physical disability which prevents them from fulfilling their professional responsibilities.
- e. The employee shall discuss their leave with the administration in advance and in order to maintain program continuity shall make necessary arrangements satisfactory to his/her principal that may include general outlines, lesson plans, study guides and other information specifying what is to be accomplished during the leave.
- f. The employee shall be guaranteed return to the same position unless economic and/or program changes cause the school to only guarantee work pursuant to the same terms and conditions as are applied to an unpaid leave of absence.

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All regularly employed teaching personnel may be granted up to two (2) personal business days each year. These personal business days may only be used to take care of a personal business problem that could not be taken care of after school hours or on non-school days. Personal business days may not be used to extend a regularly scheduled school vacation.

One (1) personal business day per year shall be given to each regularly employed teacher without loss of salary, and will change into sick leave if not used. The second day (if requested) may be granted, but the teacher will have to pay for the substitute.

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The teacher must notify the building principal at least two (2) days prior to the date of the expected absence. The leave will be granted, providing a substitute can be employed and detailed written lesson plans are submitted along with the leave request for the class which the substitute will teach. In case of emergencies, notification shall be given to the administration as early as possible.

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The administration reserves the right not to grant more than two (2) applications per elementary level, and two (2) per secondary level for personal business leaves for any given calendar date.

ARTICLE X

PROFESSIONAL LEAVE

Professional leave of one (1) day per year may be granted to teaching personnel for the purpose of visiting other elementary and secondary schools to observe classes, workshops and conferences that will benefit the school program at Hopkins and other professional activities approved by the administration.

Requests must be made at least seven (7) days prior to the date of requested leave.

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Requests for professional days must be submitted and approved by the administration. Additional days may be granted with the approval of the administration.

Teachers shall be reimbursed the cost of the conference registration fee and mileage if funds are available. If funds are not available and the leave is approved, the teacher may elect to go at his/her own expense.

The Administration may require the staff member to provide a written and/or oral presentation to all interested parties after school not later than fifteen (15) school days after taking the leave. If such a requirement is made, the staff member will be required to notify the administration and all professional staff of the post-conference meeting.

ARTICLE XI

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The Board agrees at all times to maintain a list of substitute teachers. Teachers shall be informed of a telephone number they may call the evening before an expected absence, or between 5:30 and 6:00 a.m. on the morning of the absence. Failure of a teacher to notify their building principal or agreed upon person by the deadline will result in disciplinary action, unless deemed excusable by immediate Supervisor. Once a teacher has reported unavailability it shall be the responsibility of the administration to arrange for a substitute teacher. Substitute teachers shall be paid according to board policies. The use of regular teachers as substitute teachers shall be avoided except in cases of emergency. In the event

regular teachers covered by this Agreement are used as substitutes on an emergency or voluntary basis, said teachers shall be reimbursed at the rate of \$15.00 per hour of substitute teaching or credited with compensatory time. Compensatory time may be used only with the approval of and at the discretion of the building administrator. Eligible employees must apply at least two days prior to absence. No more than two absences (personal business or compensatory day) may be granted for any day. Compensatory days may not be used on Parent Teacher Conference Days, exam days, or to extend a vacation. Accrued compensatory time is not accumulative from year to year. Partial accumulated days may be used in unique and/or extenuating circumstances, with prior approval by the administration. Any partial accrued days will be compensated at the normal rate at the end of each school year.

Scheduling of substitutes must be arranged by the building principal. A time log will be kept by the principal. Teachers who wish to participate will inform their building principal, in writing, at the beginning of the school year.

ARTICLE XII

PAYROLL DEDUCTIONS

A. Payroll deductions.

Deductions from bi-weekly payroll shall be made for the following purposes upon request submitted to the Superintendent's office the first teacher's day of the new school year.

- 1. School Employees Credit Union
 - 2. Grand Rapids Teachers Credit Union
 - 3. Professional Dues
 - a. The President of the Association shall notify the payroll clerk of the amount to be withheld for professional dues.

ARTICLE XIII

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PROFESSIONAL DUES

A. Association Member Deductions.

Any teacher who is a member of the Association or who has applied for membership must sign and deliver to the Board an assignment authorizing deduction of Professional dues in the Association for the term of this contract, the amount to be established by the Association on an annual basis. Such authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of any year. Pursuant to such authorization the Board shall deduct one-eighth (1/8) of such dues from the first regular salary check of each teacher each month for eight (8) months, beginning in September and ending in April of each year. Any teacher who shall not perform services for any entire month of the year shall have his/her dues reduced by one-tenth (1/10) of the yearly dues for each entire month he/she did not work, except where the failure to perform

services during any month was the result of the teacher taking any leave of absence or sick leave provided for in this contract.

B. Non-Association Member Deductions.

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Any teacher who is not a member of the Association in good standing or who does not make application for membership thirty (30) days from the date of commencement of teaching duties, shall, as a condition of employment, pay a Representation Benefit Fee to the Association in an amount as prescribed by recent Administrative Agency and Court decisions, provided, however, that the teacher may authorize payroll deductions for such fee in the same manner as provided in Article XII.

In the event that a teacher shall not pay such Representation Benefit Fee directly to the Association or authorize payment through payroll deductions, as provided in the preceding paragraph, the Association may request the termination of employment of such teacher.

The Association expressly claims that the failure of any teacher to comply with the provisions of Section C, Paragraph Two of this Article is just and reasonable cause for discharge for employment, since the establishment of said Representative Benefit Fee is herewith deemed to be the sum required to insure that non-members pay their proportionate share of the costs of obtaining and administering the benefits to be received hereunder.

C. Violation Discharge Procedure.

The procedure in all cases of discharge for violation of this Article shall be as follows:

- The Association shall notify the teacher of non-compliance by certified mail, return receipt requested. The Board shall receive a copy of this notice at the time of mailing the original. Said notice shall detail the non-compliance and shall further advise the recipient that a request for discharge may be filed with the Board in the event compliance is not effected.
- 2. If the teacher fails to comply, the Association may file charges in writing, with the Board, and shall request termination, shall conduct a hearing on said charges and to the extent that said teacher is protected by the provisions of the Michigan Teachers Tenure Act, the Michigan Public Employment Relations Act and recent Court decisions, all proceedings shall be in accordance with said Acts and Court decisions.

In the event of compliance at any time prior to discharge, charges may be withdrawn. The Association, in the processing of charges agrees not to discriminate between various persons who may refuse to pay the Professional Dues and/or Representation Benefit Fee.

D. Board Dispersal of Professional Dues.

With respect to all sums deducted by the Board pursuant to authorization of the employee, whether for Professional Dues or Representation Benefit Fee, the Board agrees promptly to disperse said sums when deducted.

E. Retroactivity of Article.

This article shall be effective retroactive to the date of the Agreement and all sums payable hereunder shall be determined from said date in case of late settlement of Master Agreement.

F. Procedure and Payment of Legal Defenses and Damages.

The Association agrees to assume the legal defense for any suit or action brought against the Board regarding Sections A through E of this Article XIII of the collective Agreement. The Association further agrees to indemnify and save the Board harmless for any costs, expenses or damages which may be incurred by or assessed against the Board as the result of said suit or action or in complying and implementing the provisions of this Article including the termination of an employee certified by the Association to be in non-compliance herewith.

- The Association, after consideration with the Board, has the right to decide
 whether to defend any said action, whether or not to appeal the decision of any
 court or other tribunal regarding the validity of this Article or a Section thereof, or
 the defense which may be asserted by the Board in any court or administrative
 tribunal.
- 2. The Association has the right to choose the legal counsel to defend any said suit or action.
- 3. The Association shall have the right to compromise or settle any claim made against the Board under this Section.

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TEACHER HOURS

The teachers shall open their doors to students and be at their assigned duty stations thirty (30) minutes before the start of their students' day, and shall remain on the school premises for twenty (20) minutes after the end of their students' day. It is to be thoroughly understood that this period of time will total seven hours and fifteen minutes of total teacher contracted time each day, and that this shall be time that teachers are teaching and supervising students, and during that time the teacher is subject to employment related activities. Permission to leave for emergency or approved classes may be allowable with permission of the Principal.

Due to the nature of their positions, both the high school counselor and media center specialist may have hours different than those specified in this article. These hours will be mutually agreed upon by the administration and the employee involved.

ARTICLE XV

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WORKING CONDITIONS AND ASSIGNMENTS

A. Lunch Period Duty.

Elementary, Junior High and Senior High teachers shall have a duty free lunch period, except as herein after provided. One High School and one Junior High teacher shall be required to be on noon hall duty on a rotating basis for either the first 10 minutes or last 10 minutes of their respective student lunch periods. Time period to be determined by the building administrator. Elementary teachers shall accompany their class to the lunch line and be available to assist non-certified personnel when problems arise on the noon playground. Teachers shall be free to leave the premises during their noon lunch period provided the aforementioned supervision is on duty. Teachers may voluntarily accept less than these conditions.

B. Committee Work

All teachers are required to serve on a committee working to improve the school program. No teacher shall be required to serve on more than one (1) committee during the school year unless they so desire. Committees shall be formed as the need arises in such areas as curriculum improvement, equipment need or procurement, teaching techniques, design of classrooms and teacher-in-service training. All committees shall be advisory in nature. The committees are to be advised as to Board action on each report submitted with reasons given for Board action.

C. Teacher Planning Period

Elementary teachers will be provided planning time when released from their classroom responsibilities by curriculum specialists for music and/or physical education. Additional planning time will be provided if released time is available as a result of the addition of other classes such as art or band which are provided by curriculum specialists.

High School teachers will be provided one class period of planning time if there are six or less class periods in the students' school day.

D. Teacher's Meetings.

(Including parent conferences, administration-teacher conferences, and IEPC meetings)

Teachers shall be required to attend teachers' meetings as scheduled. After school meetings shall not last longer than 45 minutes in length, but teachers shall be required to remain at the meeting until all items on the agenda are completed. IEPC meetings before school shall start no more than one-half hour before the start of the student day. All other morning meetings shall not start before contractual time unless agreed upon.

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E. Faculty Lounge. The large management of the large transfer of t

A room shall be provided for use as a faculty lounge in which bulletin boards and work tables shall be placed at the expense of the Board. This lounge shall contain sanitary facilities and shall have enough facilities (including an inter-school telephone, ditto machine and typewriter) for working and dining. A telephone to be used by the teachers shall be provided in a private area away from students. Students shall not be allowed in this area unless requested by a teacher. Teachers may smoke only in designated smoking areas.

F. Class Advisors.

Advisors may be assigned to the various classes by the Principal.

Chaperones for evening activities, other than the advisor of the sponsoring group, will be voluntary.

G. Safety Responsibilities.

Teachers shall be responsible for reporting unsafe objects or conditions to the building principal as soon as reasonably possible upon learning of same and to take such action as a reasonably prudent person would take in the same or similar situations. Teachers shall not be required to work under recognized unsafe or hazardous mechanical conditions.

H. Teacher Responsibility for Materials, etc.

Teachers shall be responsible for the proper care and utilization of materials, equipment and facilities assigned to them to the extent secured facilities are available and the teacher exercises due care at all times.

I. Dress Policy.

Teachers will be expected to dress in reasonable and customary attire consistent with the teaching profession.

J. Seniority. The florest of an efficiency of the second section of the se

- 1. Seniority: New employees hired into the unit shall be considered as probationary employees as prescribed by the Tenure Act.
- 2. Term seniority as hereinafter used shall be length of continuous full or part time service with the Hopkins Public School Board of Education and as a teacher in the bargaining unit. Leaves of absence granted pursuant to the contract shall not constitute an interruption in continuous service. Teachers leaving the system and returning at a later year shall forfeit all accumulated seniority.

The Administration, at its discretion may give outside teaching experience credit only for the purpose of reducing the probationary period in accordance with the Tenure Act. Outside credit shall not be allowed for the purpose of accumulating seniority.

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3. Any teacher who is granted tenure shall have seniority from the first date the teacher's contract of employment was approved by the Hopkins Board. In the event of a tie in seniority, and qualifications, a drawing shall be conducted with Association representatives present.

4. Definitions.

- a. <u>Part-Time Teacher</u> shall be defined as a certified teacher under contract who shall teach three (3) or more hours per day, but not full time five (5) days per school week, at the same position for an entire school year.
- b. <u>Vacancy of Position</u> shall be defined as a teaching position consisting of three (3) or more hours per day, five (5) days per school week, for an entire school year, for which no teacher has been contracted to fill and the Administration deems it necessary to have such position filled by a certified teacher.
- c. Temporary transfer shall be defined as the assignment by the Administration of the certified teacher to a teaching position after the start of the school year to take the position of a teacher who left said position due to a leave of absence, retirement, resignation, reduction of staff, termination, death or other reason approved by the Board, until the position is filled by a certified teacher who has been contracted for, but in no event will the temporary transfer exceed the current school year without the teacher's permission.
- d. Qualifications of a teacher for any given position shall be determined by using the following criteria:
 - (1) Certification as approved by the Department of Education of the State of Michigan.
 - (2) Seniority
 - (3) If seniority and certification are equal, the Board shall then consider experience in subject or grade level evaluation and college credentials and transcripts.
- 5. The Board of Education shall prepare a seniority list and post copies of same in all teacher workrooms on or before November 1 of each year. The Association President shall be provided two (2) copies of the seniority list at the time of posting.

Necessary reduction of personnel-layoff:

The parties hereto, realizing that education, curriculum, and staff to a large degree depend upon the economic facilities available to the Board of Education as provided by the public and the State of Michigan, and in accordance with this realization understand that in some instances it may be economically necessary to reduce the educational program, curriculum, and staff when funds are not available, hereby agree as follows:

- a. It is hereby specifically recognized that it is within the sole discretion of the Board of Education to reduce the educational program, curriculum and staff. Teachers may be laid off when the Board determines that financial problems or reductions in enrollment require a reduction in staff.
- b. In order to promote an orderly reduction in personnel, the following procedure will be used:
 - (1) Probationary employees will be laid off first where any teacher who has acquired seniority and whose position has been curtailed is certified and qualified as established in Section J.4 of this Article.
 - (2) In the event tenured teachers must be laid off, layoff shall be on the basis of seniority, provided that the teacher to be retained is certified and qualified to teach as established in Section J.4 of this Article. It is expressly understood that the Association shall have a right to review the layoff list prior to notification of the individuals to be laid off. In the event of dispute concerning the layoff list, the Association shall have the right to file a written grievance thereon, within seventy two (72) hours after the termination of the meeting requesting review of the list. Teachers shall be notified 60 days, or earlier, before the end of the semester, regarding lay-off.
- 7. Recall: Teachers shall be recalled to employment in inverse order of layoff for new positions opening as determined by the program offered by the Board for which they are certified. No new teachers shall be employed by the Board while there are teachers of the district who are on layoff who are certified, and qualified as established in Section J.4 of this Article. Recall notification shall be given in writing to those being recalled.
- 8. a. Employees who are notified of recall by registered mail at the teacher's last known address maintained in the Superintendent's office and fail to respond in writing within fifteen (15) days of mailing the recall notice shall be considered as abandonment. The Association will be notified of recall of individual employees.
 - b. If an employee who is on the layoff list is recalled and responds that they are not available for employment, they may refuse a recall one time. The individual would retain their place on the seniority list. The individual would then be recalled to the next position available as per Section J of this Article. After this first refusal, if this same individual is offered another position by the employer, it may be refused during a 12 month period after their first refusal without jeopardizing their position on the seniority list.

In the event a person was involved in an educational activity (examples are: teaching, going to school, working as a research assistant at a college or

university, etc.) their second refusal shall not be valid unless the job offer pertains to a job which will commence at the beginning of a school year.

It is the intent of Section J.8 of this Article to allow a person to refuse a recall one time under any circumstances and in the event the employee refused the second offer of employment, they would be terminated due to abandonment of their position unless one of the above mentioned exceptions apply.

It is also the intent of Section J.8 of this Article to allow a person engaged in an educational activity to refuse the position the second time and not be penalized, unless this refusal pertains to a job position which is offered before the end of person's existing contract, but does not commence until the beginning of the following school or contract year.

If there is a question or conflict regarding the question of educational activity, the Superintendent of Schools and President of Association will resolve the situation in writing with a copy to all parties concerned.

- 9. A recall list shall be maintained by the Board of Education so long as employees are laid off from teaching. It is the specific obligation of the laid off teachers to maintain a current mailing address with the school business office for purpose of receipt of all notices of recall or other employment-related announcements.
- 10. In the event that this district shall be combined with one (1) or more districts, the Board shall use its best efforts to insure the continued employment of its present staff in such consolidated district.
 - 11 In the event of layoff, any administrator who has tenure as a teacher shall have the right to enter the bargaining unit as a tenure teacher with any seniority credit for time served as a teacher in this district.
- 12. In the event a teacher is laid off due to a reduction in staff, the Board shall have no obligation for salary or fringe benefits beyond the effective date of layoff, except the Board must fulfill the remaining contract provisions concerning fringe benefits throughout the summer months if the layoff date is at the end of the school year. It is understood and agreed that in the event a probationary teacher is laid off, such layoff shall automatically terminate the individual employment contract of the probationary laid-off teacher, but all recall rights pursuant to the terms and conditions of this Agreement shall remain in effect.
- 13. a. Whenever a permanent vacancy arises within the system, during the school year or commencing with the next school year, which Administration deems necessary to fill on a permanent basis, the Superintendent shall promptly notify the Association and post notice of same on bulletin board in each school building for no less than ten (10) business days before the position is filled, and

direct a copy of same by registered mail to each laid-off teacher whom the Administration deems certified for said position.

- b. During summer months, notification of a permanent vacancy, which the Administration deems necessary to fill, shall be sent to the President of the Association by certified mail and posted in the Administration Building. The above time limit may be waived when agreed upon by the Administration and the Association.
- c. Vacancies shall be filled on the basis of the experience, qualifications, certification, length of service in the district and teacher evaluations. The Board and Administration shall have final say in who is hired for the position with respect to the preceding criteria.
- d. Teachers who desire to be considered for the vacant position must file a written notice of his/her interest in vacant position with the Superintendent. Before any vacancy is filled, the certification and qualifications of each teacher who has filed a notice of interest in the position shall be reviewed and an interview will be granted.
- e. When a teaching vacancy occurs during the school year, it shall be filled on a temporary basis until the end of the school year, thereby, causing the least disruption to the student body.
 - f. Vacancies shall be filled by the Board with the person who the Administration determines is best qualified as established by Section J4 of this agreement, by temporary transfer, temporary hire, awarding the position to any employee who has applied for it or hiring a new employee.

K. Student Needs

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Regular education, categorical, resource and teacher consultants shall not be required to perform health services of a medical nature such as catheterization or suctioning, or of a personal hygiene nature such as changing diapers.

The administration and Special Education teachers will assist faculty members in preparing materials and/or presentations which help sensitize regular ed. students to the needs and handicaps of special ed. students.

L. Class Size

Elementary class size shall not exceed twenty five (25) pupils in Young Fives; shall not exceed twenty-five (25) pupils in kindergarten shall not exceed twenty-five (25) students in grades 1-3; and shall not exceed twenty nine (29) in grades 4-6.
 The Administration will attempt to equalize Young Fives and kindergarten classes

throughout the District. Other students may be transferred to another building to facilitate the balancing of class sizes between classes; however, such bussing of students shall not be made for the purpose of eliminating a teaching position or a class.

not be among the the beat facilities because the same and the same and

- A. Whenever the class size exceeds pupil limits as of the official count day in the fall and again in February, the Administration, in consultation with the classroom teacher(s), may elect to hire a paraprofessional for those grade level(s) or class(es) affected by the increased student population.
- B. The Administration will provide substitutes for paraprofessionals who are absent. For an extended period of time (i.e. long term illness, injury, etc.).
- C. Class size limitations and the provisions for paraprofessionals shall not be applicable to elementary art, music, or physical education classes (specials).
- Junior High and Secondary (grades 7-12) class size shall not exceed an average thirty (30) pupils per instructional period except for traditionally larger classes (i.e. physical education, vocal and instrumental music).

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HOPKINS EDUCATION ASSOCIATION

A. Association Business Hours:

All discussions and work pertaining to the Hopkins Education Association shall be carried on only: before school hours; after 3:00 p.m., provided it does not interfere with administrative initiated meetings or school activities or programs; or during lunch periods.

Processing of a grievance between the teacher and his/her building representative is allowed during any non-student contact time, provided it does not interfere with a school activity or program.

B. Payment for Materials: Offer out meanure the meanure had been seen and making materials and

Hopkins Education Association shall compensate the Board on a fair basis for use of materials and equipment as determined by the Business Manager.

C. Records Examination:

All original records of the Board may be examined by officers and negotiating representatives of the Association, but only in the office of the Superintendent and in compliance with the Freedom of Information Act.

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ARTICLE XVII of 60 pages 1 by the early smith

GRIEVANCE PROCEDURE

A. A grievance shall be an alleged violation of the expressed terms and conditions of this contract.

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

- 1. The termination of services of or failure to re-employee any probationary teacher.
- 2. The placing of a non-tenure teacher on a 3rd year of probation.
- 3. The termination of services or failure to re-employ any teacher to a position on the extra-duty schedule.
- 4. Any matter involving the content of teacher evaluation.

It is expressly understood that the grievance procedure shall not apply to those areas in which the Tenure Act prescribes a procedure or authorizes a remedy (discharge and/or demotion). (This applies only to tenure teachers.)

- B. The Association shall designate two (2) representatives per building 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 terms "days" as used herein shall mean days in which school is in session. During the months of June, July, and August or when school is not in session, "days" shall mean Monday through Friday, excluding weekends and holidays.
- D. Written grievances as required herein shall contain the following:
 - 1. It shall be signed by the grievant or grievants.
 - 2. It shall contain a synopsis of the facts giving rise to the alleged violations.
 - 3. It shall cite the section or sub-sections of this contract alleged to have been violated.
 - 4. It shall contain the date of the alleged violation. The makes the contain the date of the alleged violation.
 - 5. It shall specify the relief requested.

Any written grievance not substantially 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 him/herself wronged by an alleged violation of the expressed provisions of this contract shall within (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 three (3) days of the discussion, the teacher shall reduce the grievance to writing and proceed within five (5) days of said discussion to Level Two.

Level Two.

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A copy of the written grievance shall be filed with the Superintendent or his designated agent as specified in Level One with the endorsement thereon of the approval or disapproval of 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 five (5) 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, and shall place a copy of same in a permanent file in his office.

If, at this time, the grievance has been resolved, all records pertaining to the grievance shall be removed from any employee's permanent files in the school's office.

If no decision is rendered within five (5) days of the discussion, or the decision is unsatisfactory to the grievant and the Association, the grievant 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. If it is not possible to meet this time limit due to the date of the Superintendent's decision, this time limit may be waived by mutual agreement of the Association and the Administration. If no agreement is reached to waive the time limit, the grievance will not be heard at that Board meeting, but will definitely be heard by the Board no later than its next regularly scheduled meeting. No grievance shall be allowed beyond Level Two unless processed by the Association.

Level Three

Upon proper application as specified in Level Two, the Board shall allow the teacher and/or Association representative an opportunity to be heard at the meeting for which the grievance was scheduled. Within ten (10) days from the hearing of the grievance, the Board shall render its decision in writing.

The Board may hold future hearings therein, may designate one (1) or more of its members to hold future hearings herein or otherwise investigate the grievance, provided however, that in no event except with the express written consent of the Association shall final determination of the grievance be made by the Board more than ten (10) 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.

- If the grievant and/or Association is not satisfied with the disposition of the grievance at Level Three, it may within ten (10) days after the decision of the Board, refer the matter for arbitration to the American Arbitration Association, in writing, and request the appointment of an arbitrator, who shall be selected by the American Arbitration Association in accordance with its rules.
- Neither party may raise a new defense or ground at Level Four not previously raised or disclosed at other written levels.
- 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, and lawful decision of the arbitrator shall be forthwith placed into effect.
- F. Powers and Payment of the Arbitrator.

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- 1. 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 interpret anything but this contract without the mutual written consent of the parties.
 - (c) In rendering decisions, an arbitrator shall give due regard to the responsibility of the 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.
 - (d) He shall have no power to interpret State or Federal law.
- (e) He shall not hear any grievance previously barred from the scope of the Grievance Procedure.

- 2. If either party disputes the arbitrability of any grievance under terms of this Agreement, the arbitrator shall have no jurisdiction to act until the matter has been determined by a court of competent jurisdiction. 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.
 - 3. More than (1) grievance may not be considered by the arbitrator at the same time except upon expressed written mutual consent and then only if they are of similar nature.
 - 4. The cost or arbitrator shall be borne equally by the parties except each party shall assume its own cost for representation including any expense of witnesses.

G. Retroactivity of Decision.

The arbitrator's decision shall be retroactive to the beginning of the school year in which the arbitration was invoked.

ARTICLE XVIII

TEACHER EVALUATIONS

- A. The Board and the Association both recognize that the purpose of teacher evaluations are to maintain a high quality of instruction in the Hopkins Public Schools and to assist the teachers in improving their classroom effectiveness through positive reinforcement and constructive criticism.
- B. The parties agree that the teacher evaluation procedure shall provide opportunities for the evaluator to record the performance of the teacher in formal classroom visitations. In addition, the parties agree that informal observation may be a part of a total evaluation that records the performance of the teacher.
- C. All probationary teachers will be formally evaluated at least three (3) times each year and tenure teachers may be evaluated at the discretion of the administration.
- Probationary teachers' evaluations will be separated by a reasonable period of time sufficient to allow the teacher to effect any written suggestions for improvement and to provide the evaluator with an opportunity to observe improvement. More evaluations can be made if found to be necessary by the Administration. Formal evaluations must be separated by at least ten (10) school days.
 - 2. Each tenure teacher who is chosen for evaluation shall have the evaluation completed by March 10.

- 3. First probationary teacher evaluations shall be completed within three (3) months of the commencement of employment.
- D. Evaluations will be a culmination of observations with at least one 30 minute, or more formal observation.
 - A post evaluation conference will be held within ten (10) school days after a formal classroom observation, unless the teacher is notified of extenuating circumstances or by mutually agreed postponement.
 - 2. A written evaluation of the teacher's evaluation will be presented at this conference.
 - 3. If requested by the teacher, a representative of the H.E.A. may be present at this conference. Said conference must not interfere with school time or activity.
 - 4. Each teacher shall be notified not less than one (1) hour prior to each formal classroom visitation.
 - 5. Each teacher shall sign each evaluation upon the completion of the post evaluation conference to indicate that the evaluation has been reviewed by the teacher and evaluator. Signing does not necessarily indicate agreement.
- E. The evaluation form will consist of typewritten sheet or sheets of paper with written comments by the Administrator evaluating teacher.
 - 1. The form will require the principals to make written suggestions for improvement.
 - 2. The teacher will have an opportunity to respond in writing to the evaluation of this form.
 - 3. The teacher will be given a copy of this evaluation.
- F. Informal observations shall consist of periods of time sufficient enough to make a valid and accurate evaluation, but will not involve the same period of time as a formal observation.

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ARTICLE XIX

SCHOOL CALENDAR

Two representatives from teacher's bargaining unit and two representatives from the Board of Education shall meet at mutually convenient times between March 1st and April 30th for the purpose of reaching an agreement on the school calendar. In the event all the representatives are unable to reach agreement on the school calendar the Board shall be obligated to establish the school calendar at its regular May school board meeting.

The length of the school year shall be in accordance with the State law.

The faculty agrees that if school cannot be in session for other reasons than "Act of God" the faculty assures the Board of Education that the attendance days required for full state aid will be met.

Assurance of Required Student Days.

The school district retains the authority to reschedule days that are canceled for reasons identified above.

Professional compensation to teachers shall not be reduced because of such school closings and make-up days shall be rescheduled with no additional salary paid to teachers.

Teachers will not be required to report on "Act of God Days."

Parent/Teacher Conferences will be the duration of 8 hours the first semester - two evenings from 5:00 p.m. to 8:00 p.m. and one afternoon 1:00 p.m. to 3:00 p.m. The second semester the conferences will be a duration of 6 hours - one evening from 5:00 p.m. to 8:00 p.m. and one afternoon from 1:00 p.m. to 4:00 p.m.

Teachers new to the system shall be required to report one (1) day earlier than the rest of the faculty for orientation.

The school year shall consist of:

184 student days

186 teacher days

(1 teacher day before school year, 7 student 1/2 days, 6 teacher 1/2 days, 1 in-service day).

The following calendar has been agreed upon by the teachers bargaining unit and the Hopkins Public Schools:

August 1995 - July 1996

Hopkins Public Schools - School Calendar

August 95								
S	M	T	W	T	F	S		
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6	7	8	9	10	11	12		
13	14	15	16	17	18	19		
20	21	22	23	24	25	26		
27	28	29	30	31				

August

- 21 Teachers First Day
- 22 Students First Day

September

Labor Day - No School

October

27 First Marking Period Ends

November

September 95 SMTWTF 2 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30

October 95

8 9 10 11 12 13 14

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November 95 SMTWTF

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December 95

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SMTWTF 3 4 5

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- P/T Conferences 5:00 8:00 PM
- P/T Conferences 1:00 3:00 PM, Students 1/2 Day
- P/T Conferences 5:00 8:00 PM
- 10 1/2 Day For Students, Teachers Released Noon
- 23 Thanksgiving Break
- 24 Thanksgiving Break

December

21 Christmas Break Begins

January

- Classes Resume
- 11 1/2 Day Of School EXAMS
- 12 1/2 Day Of School EXAMS First Semester Ends
- 24 Teacher Inservice Tentative No Students

February

19 Mid-Winter Break, First Snow day Makeup

March

- 22 Third Marking Period Ends
- 28 P/T Conferences 5:00 8:00 PM
- 29 P/T Conferences 1:00 3:00 PM Half Day For Students
- 30 Spring Break Begins

April

Classes Resume

May

- 27 Memorial Day No School
- 29 1/2 Day School EXAMS
- 30 1/2 Day School EXAMS Last Day For Students - Teachers Last Day

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August 1996 - July 1997

Hopkins Public Schools - School Calendar

August

- 19 Teachers First Day
- 20 Students First Day

September

2 Labor Day - No School

October

25 First Marking Period Ends

November

- 5 P/T Conferences 5:00 8:00 PM
- 6 P/T Conferences 1:00 3:00 PM, Students 1/2 Day
- 7 P/T Conferences 5:00 8:00 PM
- 8 1/2 Day For Students, Teachers Released Noon
- 28 Thanksgiving Break
- 29 Thanksgiving Break

December

21 Christmas Break Begins

January

- 6 Classes Resume
- 9 1/2 Day Of School EXAMS
- 10 1/2 Day Of School EXAMS First Semester Ends
- 22 Teacher Inservice Tentative No

February

17 Mid-Winter Break, First Snow day Makeup

March

- 21 Third Marking Period Ends
- 25 P/T Conferences 5:00 8:00 PM
- 27 P/T Conferences 1:00 4:00 PM Half Day For Students
- 28 Good Friday Spring Break Begins

April

7 Classes Resume

May

26 Memorial Day - No School

June

- 2 1/2 Day School EXAMS
- 3 1/2 Day School EXAMS Last Day For Students - Teachers Last Day

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ARTICLE XX

SALARY SCHEDULE

Appendix A set forth the teacher salary schedule and by this reference shall be incorporated herein.

Steps shall be attained by continued employment and satisfactory performance and shall be increased at the rate of no less than one step per school year until the individual has reached the highest step. The Board may promote an individual at any time to the higher step.

If employee's pay status changes by Sept. 1 for first semester or Jan. 15 for the second semester, the employee shall be put at the proper degree/step level after providing:

Official college grade report or college transcript for BA+ and MA+ Official college transcript only for MA

There shall be twenty two (22) steps with step one (1) being the starting step for the beginning teacher.

Salary schedules shall be paid in twenty (20) equal payments unless the teacher notifies the Business Office during the first teachers' day of school that he/she would like his/her salary paid in twenty-six (26) equal payments.

At the teacher's option, the balance of the salary may be taken in one lump sum on the first payday after the closing of the school year.

The first payday for the 1993/94 school year shall be August 27, 1993.

1993-94 Salary freeze with increments. Extra duty freeze. (experience credit granted on extra duty schedule) Increment plus COLA 3% - 5%. (Based on Consumer Price Index) 1994-95 Extra Duty freeze. (experience credit granted on extra duty schedule) 1995-96 The Board of Education will offer an initial pay increase, beginning August 21, 1995, of 2.4% of the salary scale. The second half of the school year, second payroll in February, there will be an additional increase of 3.6% in the salary scale, Drivers' Education hourly rate shall increase to \$16.50/hour for 1996. 1996-97 For the 1996-97 school year the district will offer 100% of the increase of the student foundation grant to be used to increase total compensation. Total compensation shall consist of the 1.) costs of all benefits (health, dental/vision, amuities, retirement and FICA), 2.) step increase, and 3.) increase to the salary scale. Drivers' Education hourly rate shall increase to \$18.00/hour for 1997.

LONGEVITY

At the beginning of the (15th) fifteenth year of service to the Hopkins Public School system, the employee shall receive a one (1) time payment of \$1,000. They shall have the option to receive this payment in a separate payment or included in their regular teaching salary for that year.

ARTICLE XXI

EXTRA DUTY SCALE

A. Extra Duty Positions.

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The schedule contained in this Article states the extra duty positions available for teachers. Extra duty positions not in the schedule that may arise shall be filled according to Section B of this Article and paid a salary agreed upon by the supervisor of the activity, an H.E.A. representative (specified by the H.E.A.), the principal, and the Superintendent with final approval by the Board.

B. Filling of Positions.

Extra duty vacancies shall be filled as follows:

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- Athletic assignments shall be made by the athletic director with agreement by the principal and the Superintendent who shall consider the recommendations of the coaching staff, qualifications, experience, interest and other pertinent information. Final approval shall be the prerogative of the Board.
- Activity advisors and sponsors assignments shall be made by the building principal who will consider the recommendations of his teaching staff, qualifications, experience, interest and other pertinent information.
- 3. Driver education and summer school assignments shall be made by the principal or program coordinator who will give first consideration to regularly employed teachers in the system, and also consider recommendations by the staff, qualifications, experience, interest and other pertinent information.

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C. Evaluation of Coaches.

Coaches shall be evaluated in writing by the athletic director, Principal, or other administrator at the conclusion of the coaching season or school year, whichever is earlier. The Coach may submit in writing any response desired which shall be attached to the evaluation and become a part thereof. Prior to making said evaluation, the evaluator will observe at least one (1) hour which may be a combination of practice session and competitive event.

Athletic Director	12%	(if released from teaching duties 2 hours)
Athletic Director	15%	(if no release time)
Varsity Baseball	11%	Sixth Grade Advisors 2%
J.V. Baseball	9%	Young Scholars (2 teachers) 2%
Var. Boys Basketball	13%	OM Coordinator 2%
J.V. Boys Basketball	10%	Computer Club 1.5%
Jr. High Boys Basketball	6%	Chess Club 1.5%
Freshman Boys Basketball	8%	Gifted and Talented 4%
Varsity Girls Basketball	13%	SADD Advisor 1.5%
J.V. Girls Basketball	10%	FFA Advisor (inc. summer work) 16%
Jr. Hi. Girls Basketball	6%	Sr. Class Sponsor w/trip 4%
Var. & JV Cheerleading	10%	Sr. Class Sponsor wo/trip 3%
Jr. Hi. Cheerleading	3.5%	Jr. Class Sponsor 3%
Varsity Football	13%	Tenth Grade Advisor 2%
Asst. Varsity Football	12%	Ninth Grade Advisor 2%
J.V. Football	10%	Eighth Grade Advisor 2%
Asst. J.V. Football	9%	Seventh Grade Advisor 2%
Golf	10%	Soc. Studies Chairperson 2%
Var. Girls Softball	111%	Science Chairperson 2%
J.V. Girls Softball	9%	English Chairperson 2%
Drama Club	5%	Sycamore Scholars 1%
Varsity Wrestling	11%	Sr. Hi. Science Olympiad 2%
Jr. Hi. Wrestling	6%	Jr. Hi. Science Olympiad 2%
Var. Girls Volleyball	11%	Math Chairperson 2%
J.V. Girls Volleyball	9%	Business Chairperson 2%
Cross Country	10%	Fine Art Chairperson 2%
Sr. Hi. Band Director	11%	H.S. Newspaper (paid only when 2%
Jr. Hi. Band Director	3%	combined with yearbook class)
Yearbook	4%	Young Authors 2%
Var. Girls Track	11%	Detentions \$20.00/hr.
Var. Boys Track	11%	Jr. Hi. Student Council 2%
Jr. Hi. Boys Track	6%	Elementary Detention \$125.00
Jr. Hi. Girls Track	6%	per/year per/volunteer
H.S. Std. Council Advis.	6%	Elementary Student Council 2.5%
Nat. Honor Soc. Advisor	2%	Elementary Newspaper 2%
Spanish Club Advisor	2%	(4 issues per year)
Control Control of California Control California Califo		Pep Club 1%
		*

- A. The salary placement of newly hired individuals covered under the Extra Duty Schedule will be determined by the administration upon recommendation of the athletic director. At the end of each year, all existing staff will be moved to the next appropriate step of their Extra Duty position schedule.
- B. Percentages for extra duty assignments will be calculated on the full range of the salary schedule.
- C. If two (2) coaching positions are combined, the pay will be 75% of the combination.
- D. Extra Duty compensation for all seasonal activities shall be paid within two (2) days after all responsibilities for the activity are completed. All other positions, with the exception of FFA Advisor, shall be paid on the 21st payday of each school year. FFA Advisor shall be paid 80% on the 21st payday of each school year and 20% on the 26th payday of each school year.
- E. If any activity is added to the curriculum, the salary will be determined by the Superintendent of Schools after consultation with the H.E.A. President.
- F. Contracts of "non-faculty" activity sponsors or coaches will be terminated at the end of each season and the positions posted.
- G. It is understood between the parties that a contract stipulating extra compensation for a teacher performing extra duties has a non-tenure status. (For a teacher who has attained continuing tenure, failure of the Board to re-employ such a teacher in a capacity other than as a classroom teacher shall not be deemed a demotion within the provisions of Act. 4. Michigan Public Acts of 1937, extra session as amended).
- H. The position listed in the Extra Duty Schedule shall first be offered to members of the teaching staff if that position is to be filled; applicants from the teaching staff must be qualified to fulfill the duties of said position by the athletic director and Administration. If no qualified individual is available from the teaching staff, the Administration may fill the position with a qualified non-staff member. Percentages for non-staff athletic personnel will be calculated on the full range of the B.A. salary schedule.
- I. Positions listed in the Extra Duty Schedule shall be posted as per the Master Agreement. If an emergency situation should arise, this may be waived by mutual agreement between the Association and Superintendent.

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ARTICLE XXII the models of the north of appropriate and applications

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A. Health and Accident.

Full family insurance shall be provided by the Board under the MESSA Super Med I Plan for all teaching employees.

Teachers shall have the option of purchasing any optional plans offered by MESSA through payroll deduction.

Teachers shall also have the option of electing the MESSA Super Med II Plan through payroll deduction.

B. Dental Insurance.

The Board shall provide to all bargaining unit employees and their eligible dependents a dental insurance plan, without cost to the employee, equal to the 1989-92 plan with the following additions: age eligibility for dependent children 19-22; Class I 100%, Class II 90%, Class III 50% up to a maximum \$500. Such insurance shall become effective and shall remain in force for the duration of this Agreement. The Board shall have the exclusive right to select the insurance.

C. Vision Insurance.

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The Board shall provide to all bargaining unit employees and their eligible dependents a vision insurance plan, without cost to the employee, equal to the 1992-93 plan with the following additions:

			Optometrist	5	\$ 40.00		
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D. In lieu of all insurance benefits (health, dental, and vision) the Board will pay 90% of the single subscriber health insurance rate into a district sponsored tax sheltered annuity, or add \$1,800 to the teachers' contract amount to be paid throughout the contract year, or to be paid as a lump sum the first paycheck of the 2nd semester.

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In lieu of health insurance coverage, the Board will pay 80% of the single subscriber health insurance rate into a school sponsored Tax Sheltered Annuity, or add \$1,500 to the teachers' contract amount to be paid throughout the contract year, or to be paid as a lump sum the first paycheck of the 2nd semester.

E. Teachers regularly employed part-time shall be entitled to receive insurance benefits on a pro-rated basis.

F. Cobra.

Due to COBRA legislation by the Federal government, the employer must provide that a continuation of identical coverage to employees or beneficiaries as defined by Consolidated Omnibus Budget Reconciliation Act of 1985 (PL 99-272). If coverage is lost in the following cases:

- 1. The employee's death,
- 2. Voluntary or involuntary termination of employment (other than for gross misconduct) or reduction in hours,

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3. Divorce or legal separation,

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4. Employee's entitlement to Medicare benefits,

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- 5. A dependent child ceasing to be dependent under applicable plan provisions, or
 - 6. The employer's filing for a chapter 11 bankruptcy petition.

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Such continued coverage shall be available for a period of up to 36 months, except for "2" above, in which case coverage should be made available for up to 18 months. Such coverage should be at the current rate charged by the underwriter and should be remitted directly to the Hopkins Board of Education by the employee/family involved.

ARTICLE XXIII

EARLY RETIREMENT PLAN

- A. Persons eligible for the Hopkins Public School Early Retirement plan must be eligible for retirement under MPSERS, and not have attained the age of sixty-one (61) years prior to the end of the school year in which he/she gives notice of retirement.
- B. Eligible persons who make written application for early retirement will be considered if the financial status of the district would be improved or if layoffs are necessary. The Board has the final option to accept or reject all written applications.
 - C. After the teacher's request to participate in Early Retirement has been approved by the Superintendent of Schools the teacher may not withdraw his/her resignation.

- D. In the event any portion of this agreement is found contrary to law, those aspects of the program will be considered null and void. The terms of the plan must be subject to approval by the MPSERS.
- E. Teachers who participate in this plan may elect to extend their insurance benefits for one (1) year by contributing one-half of the cost of said yearly coverage from their lump sum payment. They will then return this amount to the Business Office for payment of premiums for said coverage. The Board of Education will pay the remaining half of the costs of said coverage.
- F. An eligible teacher will be paid a one (1) time cash payment of four thousand dollars (\$4,000) within ninety (90) days after the last day worked. This sum may be paid as wages or to an annuity approved by the Board of Education. Participants must notify the Business Office of their choice (wages or annuity) by May 1 or the compensation will be paid as wages.
- G. Teachers who have completed the school year and who participate under this plan will continue to receive their current insurance benefits through August 30.
- H. Teachers must have completed at least fifteen (15) years of work in a position calling for teacher certification in the Hopkins Public School System.
- I. Any member who chooses to accept early retirement must provide in writing to the employer that they will not accept unemployment compensation in any form.
- J. All applications must be received in the Superintendent's office by February 1st of the school year in which they plan to retire in order to be considered.

ARTICLE XXIV

STUDENT DISCIPLINE AND PROTECTION OF TEACHERS

A. 1. It is recognized that student discipline problems can be dealt with most effectively when teachers, administration and the Board of Education are working in unison to provide a constructive educational setting. The employer, in consultation with teachers, shall promulgate rules and regulations setting forth the provisions to be utilized in disciplining, suspending, and expelling students for misbehavior. Such consultations shall have taken place by June 1st of each school year; times and dates to be established by the administrative unit principal. Copies of such rules and regulations shall be distributed to each teacher on Orientation Day at the beginning of each school year. Teachers shall be notified of any procedural changes adopted during the school year.

- 2. Upon receipt of a complaint from a teacher that he has been physically assaulted by any student(s) and/or verbally or physically threatened with bodily harm by any students(s), the administrative unit principal shall promptly relieve the teacher of the responsibility for supervision and/or instruction of the student(s) pending an investigation and disposition of the complaint. The teacher shall provide the administrator with a written statement describing the particulars of the incident at the time the complaint is made.
- B. Any case of assault upon a teacher resulting from school associated duties shall be reported immediately, and confirmed in writing within 48 hours, to the Superintendent or his designated representative. The Board will provide legal counsel to advise the teacher of his rights and obligations with respect to such assault and render all assistance to the teacher in connection with the handling of incident by law enforcement and judicial authorities, provided that it has been determined that the teacher has acted within the scope of School and Administrative Policy. Whether a teacher has acted within the scope of School and Administrative Policy shall be considered a grievable issue and, if necessary, shall be determined though such channels.
- C. If any teacher gets legally involved as a defendant based on disciplinary actions taken by the teacher against a student, the Board will provide legal counsel and render all necessary assistance to the teacher in his defense provided that it has been determined that the teacher has acted within the scope of School and Administrative Policy. Whether a teacher has acted within the scope of School and Administrative Policy shall be considered a grievable issue and, if necessary, shall be determined through such channels.

D. Lost Time and Worker's Compensation

- 1. Time lost by a teacher in connection with any incident mentioned in this Article, not compensable under Worker's compensation, shall not be charged against the teacher provided that it has been determined that the teacher has acted within the scope of School and Administrative Policy. Whether a teacher has acted within the scope of School and Administrative Policy shall be considered a grievable issue and, if necessary, shall be determined through such channels. Should there be a delay in obtaining Worker's Compensation benefits, the teacher will be allowed to use disability benefits (i.e. sick leave days). Upon settlement of Worker's Compensation, the teacher will pay back to the Board any duplicated monies. Used sick leave days will be replaced into the teacher's account.
- 2. A teacher in the process of filing for Worker's Compensation and unable to continue his teaching duties for the remainder of his Contract for a reason related to the incident, shall also receive the normal fringe benefits to which he is entitled for the normal length of time as if he were teaching. At the

point in time when Worker's Compensation does go into effect, only those benefits not covered under Worker's Compensation shall continue to the teacher until August 31 of the contractual year in which he was injured. If a teacher must be on a disability leave for a period of time into his next contractual year, he may elect to continue his benefits at his own cost at the group rate until he is able to return to work.

- E. The Board will reimburse teachers for any loss, damage, or destruction of clothing or personal property of the teacher while on duty if resulting from such previous assault. If a teacher is injured while in the line of duty, free medical, surgical, or hospital care will be furnished by the Board to an accredited hospital, provided the injury is reported immediately and confirmed in writing, within 48 hours after such injury, the extent provided by Worker's Compensation and in a case where the teacher has exhausted the extent of his personal insurance provided it has been determined that the teacher has acted within the scope of School and Administrative Policy.
- F. A teacher may use such disciplinary action as allowed with existing School Board Policy and State Laws to insure proper classroom atmosphere.

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DURATION OF AGREEMENT

THIS AGREEMENT shall be effective as of August 16, 1993 and shall continue in effect until August 15, 1997

HOPKINS EDUCATION

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ASSOCIATION

HOPKINS BOARD OF EDUCATION

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Patricia Higgins

PERSONAL BUSINESS LEAVE FORM Today's Date
would like to request a personal business leave
day on
Signed:
All regularly employed teaching personnel may be granted up to two (2) personal business days each year. These personal business days may only be used to take care of a personal business problem that could not be taken care of after school hours or on non-school days. Personal business days may not be used to extend a regularly scheduled school vacation.
One (1) personal business day per year shall be given to each regularly employed teacher without loss of salary, and will change into sick leave if not used. The second day (if requested) may be granted, but the teacher will have to pay for the substitute.
The teacher must notify the building principal at least two (2) days prior to the date of the expected absence. The leave will be granted, providing a substitute can be employed and detailed written lesson plans are submitted along with the leave request for the class which the substitute will teach. In case of emergencies notification shall be given to the administration as early as possible.
The administration reserves the right not to grant more than two (2) applications per elementary level, and two (2) per secondary level for personal business leave for any given calendar date.
Principal's approval
Superintendent's approval
 Teacher to give request to Principal's Secretary Principal's approval Superintendent's approval Copy to Central Office Copy to Principal's Office Copy to teacher

LETTER OF UNDERSTANDING BETWEEN THE HOPKINS PUBLIC SCHOOLS AND THE HOPKINS EDUCATION ASSOCIATION

Both parties are in agreement that efforts will be made to keep elementary class sizes under 30 students per class. In the event that this limit is exceeded, the following provisions will take effect:

- As of the date of the official fourth Friday student audit, any elementary classroom teacher who has more than 30 students in his/her class will receive a \$50 stipend for each student in excess of 30.
- 2. A second student audit will be held on the fourth Friday of the month of February (date to be superseded by an official date if one is set by the state). At that time, any elementary classroom teacher who has more than 30 students in his/her class will again receive a \$50 stipend for each student in excess of 30.
- 3. In addition, the administration may assign instructional aides to assist elementary classroom teachers if those aides are available from existing staff. The administration may, at its discretion, transfer aides from one grade level to another to accommodate this letter of understanding.
- 4. The administration will make every effort to balance secondary class sizes for different sections of the same class, utilizing existing resources. This will be accomplished within the first two weeks of the school year.
 - It is understood that this letter of understanding will be in effect for the duration of the Master Agreement dated 1993-97.
- All efforts will be made to balance class sizes at all grade levels, with consideration given to the size of classes held in portable classrooms.
- 6. As additional funds are available in the district, hiring of new staff members to alleviate high class sizes will be given priority for funding.

The provisions stated in this letter may not be changed except by mutual agreement of

both parties.

David Lowe, President

Hopkins Education Association

George P. Stamas

Superintendent

Hopkins Public Schools

LETTER OF UNDERSTANDING BETWEEN THE HOPKINS PUBLIC SCHOOLS AND THE HOPKINS EDUCATION ASSOCIATION

Both parties are in agreement that efforts will be made to keep the building temperatures regulated and teaching environments amenable for conducting contracted duties.

It is understood by both parties that this letter of understanding will be in effect for four years: 1993-1997.

The provisions stated in this letter may not be changed except by mutual agreement of both parties.

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David Lowe, President

Hopkins Education Association

George P. Stamas Superintendent

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Hopkins Public Schools

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LETTER OF UNDERSTANDING BETWEEN THE HOPKINS PUBLIC SCHOOLS BOARD OF EDUCATION AND THE HOPKINS EDUCATION ASSOCIATION

It is understood by both parties that the calendar for teachers requires 186 teacher days. In the event that there are no Act of God days (snow days) during the 1995-97 school years, the Board of Education agrees to compensate all teachers for 2 additional days at their daily salary rate. If there is one Act of God day, the Board will compensate all teachers for 1 additional day.

It is also understood that if there are 2 or more Act of God days during the school year, there will not be any additional compensation.

This letter of understanding remains in effect through the end of contract ending August 15, 1997.

David Lowe, President

Hopkins Education Association

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A DAR STORY INC. INC.

George P. Stamas

Superintendent

Hopkins Public Schools

Letter of Understanding Between The Hopkins Public Schools Board of Education and

The Hopkins Education Association

It is agreed upon between parties that in exchange for 58 sick days the Hopkins School District will run one paycheck in a gross amount sufficient to cover FICA, State, and Federal withholding allowances at the employees regular rate of pay, with a net amount remaining equal to the purchase of one year service time for that employee.

Should the employee wish to be responsible for the payment of all FICA, State and Federal taxes, the district will continue to purchase one year's service time in exchange for 45 accumulated sick leave days.

According to the Department of Management and Budget the above mentioned payment is considered a fringe benefit of the school district and, as such, is not to be reported to MPSERS as compensation. Therefore, retirement contributions are not remitted for this payment. Should the law change and make retirement contributions mandatory, they shall be considered the responsibility of the employee.

It is understood by both parties that this letter of understanding will be in effect until August 15, 1997.

David Lowe, President

Date 9-18-95

Hopkins Education Association

George P. Stamas, Superintendent

Hopkins Public Schools

Letter of Understanding Between The Hopkins Public Schools Board of Education and The Hopkins Education Association

Both parties are in agreement that in Article XXI, Section C, Page 30 of the 1993-97 Labor Agreement between Hopkins Public Schools and the Hopkins Education Association the following change will occur:

1. The Extra Duty positions of Senior High Science Olympiad and Junior High Science Olympiad will be changed to read Senior High Quiz Bowl and Junior High Academic Track. The percentage of compensation will remain the same (2%) for the new positions.

David Lowe

Hopkins Education Association

George P. Stamas, Superintendent

Hopkins Public Schools

9-18-95

Date

Date

New Salary Schedule First Half of Year

New Salary Schedule Second Half of Year

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2	\$25,877.09	\$26,654.55	\$27,685.39	\$28,429.94	*	2 \$26,808	8.67	\$27,614.12	\$28,682.07	\$29,453.42	
3	\$26,912.17	\$27,720.74	\$28,792.81	\$29,567.14		3 \$27,88	1.01	\$28,718.68	\$29,829.35	\$30,631.55	
4	\$27,988.66	\$28,829.57	\$29,944.52	\$30,749.82		4 \$28,996	6.25	\$29,867.43	\$31,022.52	\$31,856.81	
5	\$29,108.21	\$29,982.75	\$31,142.30	\$31,979.81		5 \$30,156	6.10 .	\$31,062.13	\$32,263.42	\$33,131.09	
. 6	\$30,272.54	\$31,182.06	\$32,387.99	\$33,259.01		6 \$31,362	2.35	\$32,304.61	\$33,553.96	\$34,456.33	
.7	\$31,483.44	\$32,429.34	\$33,683.51	\$34,589.37	100	7 \$32,616	6.84	\$33,596.80	\$34,896.12	\$35,834.58	
8	\$32,742.77	\$33,726.51	\$35,030.85	\$35,972.94	6	8 \$33,92	1.51:	\$34,940.67	\$36,291.96	\$37,267.97	60
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10	\$35,414.58	\$36,478.60	\$37,889.37	\$38,908.33		10 \$36,689	9.51	\$37,791.83	\$39,253.39	\$40,309.03	
11	\$36,831.17	\$37,937.74	\$39,404.95	\$40,464.67		11 \$38,15	7.09	\$39,303.50	\$40,823.52	\$41,921.39	
12	\$38,304.42	\$39,455.25	\$40,981,14	\$42,083.25		12 \$39,68	3.37	\$40,875.64	\$42,456.47	\$43,598.25	
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				\$44,212.67		21 \$41,69			544	\$45,804.32	
22	\$41,449.90	\$42,695.24	\$44,346.43	\$45,539.05		22 \$42,94	2.09	\$44,232.27	\$45,942.91	\$47,178.45	

For the 1996-97 school year the district will offer 100% of the increase of the student foundation grant to be used to increase total compensation. Total compensation shall consist of the I-) costs of all benefits (health, dental/vision, annuities, retirement and FICA), 2.) step increase, and 3.) increase to the salary scale.

Drivers' Education hourly rate shall increase to \$16.50/hour for 1996 and to \$18.00/hour for 1997.

HOPKINS PUBLIC SCHOOLS AND HOPKINS EDUCATION ASSOCIATION

Please attach this addendum to your current (1993-1997) teachers' contract.

The first pay day for the 1994-1995 year is August 26, 1994.

The first pay day for the 1995-1996 year is August 25, 1995.

The first pay day for the 1996-1997 year is August 23, 1996.

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