8/23/90

AGREEMENT

BETWEEN THE

HOLTON BOARD OF EDUCATION.

AND THE

HOLTON EDUCATION ASSOCIATION, MEA-NEA

1987 - 1990

LABOR AND INDUSTRIAL RELATIONS COLLECTION Michigan State University

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Holton Rublie Schoole

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HOLTON PUBLIC SCHOOLS HOLTON, MICHIGAN

PROFESSIONAL CONTRACT

This Agreement entered into this 24th day of August, 1987 by and between the Board of Education of the Holton Public Schools, hereinafter called the "Board", and the Holton Education Association, MEA-NEA, hereinafter called the "Association".

WITNESSETH

WHEREAS the Board and the Association recognize and declare that providing a quality education for the children of the Holton Public Schools is their mutual aim and that the character of such education depends predominantly upon the quality, competence and morale of the teaching service, and

WHEREAS the Board has a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with the Association as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment, and

WHEREAS the parties, following extended and deliberate professional negotiations, have reached certain understandings which they desire to memorialize.

In consideration of the preceding mutual convenants, it is hereby agreed subject to existing laws and the Board's right to establish policy:

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ARTICLE I

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DURATION OF AGREEMENT

This Agreement shall be effective as of August 24, 1987 and shall.continue in effect until the 23rd day of August, 1990.

This Agreement shall not be extended, orally, and it is expressly understood that it shall expire on the date indicated.

HOLTON EDUCATION ASSOCIATION	HOLTON BOARD OF EDUCATION
BY Marion Tanque	BY Asma Boltz
BT Satulanull. Secretary	BY_ADM Holing_
BY Kennell Mehoner Chairman, PN Committee	BY Florence M Marin Secretary
BY Steen W. Doctor Member, PN Committee	BY William & Amith Treasurer
BY A a snahre Sing inshi Member, PN Committee	BY William J. Wyant
BY Catherine Raly Member, PN Committee	BY Terese D. Smith
BY Member, PN Committee	BY Trusted Julan

August 24, 1987 Date Signed

ARTICLE II

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Recognition

A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section 11 of Act 379, Public Acts of 1965, as amended, for the entire certified and/or professional teaching staff including the positions of probationary teachers, tenure teachers, classroom teachers, librarians, guidance counselors, substitutes after 60 consecutive days in the same position, employed or to be employed by the Board (whether or not assigned to a public school building), but excluding supervisory and executive personnel and office and clerical employees. The term "teacher", when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined, and references to male teachers shall include female teachers.

B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without the intervention of the Association, if the adjustment is not inconsistent with the terms of the Agreement.

ARTICLE III

Teacher and Association Rights

A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under cover of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the employment of any rights conferred by Act 379 or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association, his participation in any activities of the Association or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B. Nothing contained herein shall be construed to deny or restrict to any teacher rights he/she may have under the Michigan General School Laws or applicable civil service laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

C. The Board specifically recognizes the right of its employees appropriately to invoke the assistance of the State Labor Mediation Board, or a mediator from such public agency, or an arbitrator appointed pursuant

to the provisions of this Agreement, and the Board and the teachers of the Association agree to be bound by any lawful order or award thereof.

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D. The Association and its members shall have the right to use school building facilities when the school is normally open for meetings if such use is not in conflict with scheduled school activities. No teacher shall be prevented from wearing insignia, pins or other identification of membership in the Association either on or off the school premises.

E. Bulletin board space shall be made available to the Association in the teacher lounge of each building. Items may be posted on the general school bulletin boards with the approval of the building principal.

F. The Board agrees to furnish to the Association in response to reasonable requests from time to time all pertinent information concerning the financial resources of the district, tentative budgetary requirements and allocations and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students together with information which may be necessary for the Association to process any grievance or complaint.

ARTICLE IV

Board Rights

A. The Board, on its own behalf and on behalf of the electors of the school district, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and/or the United States.

B. The Association recognizes that the Board is legally responsible for the operation of the entire school system within the boundaries of the Holton Public School District, Muskegon County, fourth class #61120 and that the Board has the necessary authority to discharge all of its responsibilities subject to laws above mentioned and to the provisions of this Agreement.

C. The Association recognizes that the Board may invoke appropriate disciplinary action in situations where teachers fail to adhere to the terms and conditions of employment herein outlined or to reasonable rules, regulations and policies of the Board.

D. Manage and control its business, its equipment and its operation and to direct the working force and affairs of the school district.

E. Determine the number and location or relocation of its facilities, including the establishment or relocation of new schools.

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F. Determine financial policies and accounting procedures.

G. To establish courses of instruction.

H. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board shall be limited only by the terms and provisions of this Agreement, state and federal laws and/or the Constitutions of the State of Michigan and/or the United States of America.

I. The Association agrees to furnish the Board in response to reasonable requests all available information on anticipated items of contract negotiations for the coming year.

J. By the second Friday of each school year, the Superintendent shall write a list of teacher duties and responsibilities called administrative orders and regulations which shall be enforced by the superintendent.

ARTICLE V

Association Dues or Service Fee and Payroll Deductions

A. Association Dues or Service Fee:

1. Within thirty (30) days of each school year, any teacher may sign and deliver to the Board an assignment authorizing deduction of membership dues or assessments of the Association (including the MEA and NEA). Such authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of any year. For teachers under continuing authorization and those delivering their authorization by the Monday following Labor Day, the Board shall deduct one-tenth (1/10) of the dues amount from the first pay check of each month for ten months beginning in September and ending in June. Holton Education Association annual dues shall be deducted in two equal installments, the first installment from the second pay check in October, and the second installment from the second pay check in February. Monies deducted for membership dues or assessments shall be remitted to the Association, or its designee no later than twenty (20) days following deduction. Deduction for teachers delivering their authorization after the Monday following Labor Day shall be prorated to complete payments by the same schedule mentioned for continuing authorization.

2. Any teacher who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days of any school year shall pay to the Association a service fee equivalent in amount to the dues uniformly required to be paid by members of the Holton Education Association. The teacher may authorize payroll deduction for such fee in the same manner as provided in paragraph 1 above. In the event that a teacher shall not authorize payment of the service fee through payroll deduction, collection of the service fee, including enforcement in those cases of refusal to pay the service fee, shall be the sole responsibility of the Association. The Board and Association expressly agree that pursuant to Act No. 25 of the Public Acts of 1973, Section 10, the payment of the service fee is a condition of employment: Provided, that the non-payment of the service fee shall not cause the discharge of any teacher.

3. The Association agrees to assume the legal defense of any suit or action brought against the Board regarding paragraph 2 above. The

Association further agrees to indemnify the Board for any damages which may be assessed against the Board as the result of said suit or action, subject, however, to the following conditions:

- a. The damages have not resulted from the negligence, misfeasance or malfeasance of the Board or its agents.
- b. The Association, after consultation with the Board, has the right to decide whether or not to appeal the decision of any court or other tribunal regarding the validity of the section or the damages which may be assessed against the Board by any court or tribunal.
- c. The Association has the right to choose the legal counsel to defend any said suit or action.
- d. The Association shall have the right to compromise or settle any claim made against the Board under this section.
- B. Payroll Deductions:

1. Deductions for MESSA Insurance, Association dues or Service Fee, United Way, Tax-deferred annuities, and the teacher's credit union will be made for those employees requesting such deductions as follows:

- a. Credit Union savings account in multiples of S5.00.
- b. MESSA Insurance the last pay period per month.
- c. HEA, MEA and NEA dues or assessments or service fee as provided in Section A above.
- d. United Way contributions.
 - e. Tax-deferred annuities. No additional vendors will be added without the consent of the Board.

2. Payments of loans, borrowing money and deposits other than the preceding will be transacted by the individual and not through payroll deductions.

3. Payroll deduction is a service offered to the employees on a voluntary basis. No one is compelled to make use of any or all of this service. For obvious reasons, there will be no exceptions to the above schedule as established.

4. Payroll will be bi-weekly and checks will be issued on Friday. Whenever said date falls on days when school is not scheduled to be in session, checks will be issued on the last scheduled day prior to payroll date.

5. Pay shall be 1/26 of contractual salary with the balance of salary paid on the final pay period of the regular school calendar.

ARTICLE VI

Professional Compensation

A. The salaries of teachers covered by this Agreement are set forth in Appendix A and B which are attached to and incorporated in this Agreement.

B. The salary schedule is based upon a normal weekly teaching load, as hereinafter defined, for the school year during normal teaching hours. No teacher shall be required to report for duty earlier than fifteen (15) minutes before the opening of the pupils' regular day in the morning. Teachers shall be permitted to leave fifteen (15) minutes after the close of the pupils' regular school day. Teachers are encouraged to remain for a sufficient period after the close of the pupils' school day to attend to those matters which properly require attention at that time, including consultations with parents, when scheduled directly with the teacher, except that on Fridays or on days preceding holidays or vacations, the teachers' day shall end at the close of the pupils' day. For extra work, the teacher shall be entitled to additional professional compensation.

C. A teacher engaged during the school day in negotiation in behalf of the Association with any representative of the Board or participating in any professional grievance negotiations, including arbitration, shall be released from regular duties without loss of salary.

D. Teachers will be encouraged to attend those parent-teacher organization meetings that are appropriate to their school level and on occasion some of the extra curricular activities of their grade level as from time to time are scheduled. The clause in paragraph B above (For extra work, the teacher shall be entitled to additional professional compensation) shall not be construed to mean those duties and responsibilities normally associated with teaching responsibility.

E. During the first and third weeks of each month, there shall be staff meetings for all staff as a part of the teaching assignment. The day of the week on which the meetings will be scheduled shall be decided by the Principal and building staff during the meetings prior to the opening of school. Except for the occasional matters that may come up, all staff meetings will be on these days. If there is to be no meeting on a scheduled date, teachers will be notified at least two (2) days before the day of the meetings.

F. All extra curricular activities compensated for in Appendix B must take place outside of normal school hours. All staff meetings must be considered as part of the normal school hours. Those staff members who do not attend the above listed meetings, except when excused by the building Principal or Superintendent prior to the meeting, will have an amount deducted from their next regular pay check equal to the amount of meeting time missed. This time missed to be figured in relation to an eight hour day. (one hour missed, deduct 1/8 per diem, etc).

ARTICLE VII

Teaching Loads and Assignments

A. The Board recognizes the principle of a standard forty hour work week and will, so far as possible, set work schedules and make professional assignments which can reasonably be completed within such standard work week. The Board will not require teachers regularly to work in excess of such standard work week within or outside of any school building.

B. All teachers shall have a duty free noon period with a minimum of thirty (30) minutes prior to the start of the afternoon session, subject to weather and emergency conditions. Teachers shall not be subject to playground duty at noon.

C. Instructional Load: The Board of Education shall hold the Superintendent of Schools responsible for an equitable distribution of work among staff members and for the transfer and assignment of instructional personnel within the system.

- 1. The High School and Middle School shall have a 5, 6, or 7 period schedule. The normal teaching assignment will include one preparation period in the daily schedule. This means one period for preparation in a 5, 6, or 7 period schedule.
- The teaching assignment in the Elementary schools shall be approximately five and one-half (5 1/2) hours of classroom duty or the equivalent thereof.
- 3. When teachers are given a teaching assignment without a preparation period at the junior or senior high level, they shall be paid for the percent (%) of time taken by not having a preparation period based on the teacher's present salary step. Rules for the use of preparation periods shall be established by the principal and copy given to each teacher.
- Teachers will be paid for use of preparation period 112% of substitute salary for one period. Regular staff will be used for substitutes in extreme emergency only.

D. Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not be assigned except temporarily and for good cause outside the scope of their teaching certificates of their major or minor field of study. If such assignments are made, adequate supervision and assistance shall be provided. The Association shall be notified in writing of all such temporary assignments.

E. All teachers shall be given written notice of their tentative schedules for the forthcoming year no later than June 1 of the preceding school year. Teachers who will be affected by a change in grade assignments in the elementary grades and by changes in subject assignment in the secondary school grades will be notified and consulted by their Principals previous to such changes. Every effort will be made to avoid reassigning probationary teachers to different grade levels unless the teacher requests such change. The final decision in such cases, where necessary, will be by the Board, and the best interests of the pupils and the school shall be the determining factors. The Association shall be notified in writing of all such reassignments.

F. Any assignments in addition to the normal teaching schedule, including adult education courses, driver education, all extra-curricular activities listed in Appendix B, Reeths-Puffer School Adult Education Services to the Holton School District, and summer school courses, shall not be obligatory, but shall be with the consent of the teacher. Qualified tenure teachers, then degree teachers in the Holton Public School, shall be hired for all summer and adult teaching positions. If no qualified teacher can be found in the Holton Public Schools, then other qualified teachers may be hired. Each assignment shall be covered by a separate written contract covering each assignment, its responsibilities, duties and pay schedule.

G. Substitute Teachers: The Superintendent of Schools shall maintain an active list of qualified persons to act as substitute teachers. Substitute teachers' pay shall be established by the Board of Education. The rate of pay for substitute teachers shall be such that it will enable the school to hire qualified substitutes when needed. It shall be at least equal to the average salary paid by the other county schools. Teachers under full time contract shall not be required to act as substitutes.

ARTICLE VIII

Teaching Conditions and Responsibilities

The parties recognize that the availability of optimum school facilities for both student and teacher is desirable to insure the high quality of education that is the goal of both teacher and the Board. It is acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed at insuring that the energy of the teacher is primarily utilized to this end.

The responsibilities of teachers shall include the instruction, guidance, discipline, safety, hygiene and general care for the welfare of pupils. These responsibilities are not confined to the classroom but extend to all school sponsored activity where the teacher is present.

Teachers are obligated to perform those duties prescribed by laws of the State of Michigan for teachers, to accept and act according to the Code of Ethics of the Education Profession, and to discharge those duties which, within reason and the law, they may be called upon by the administration to perform.

Teachers assume these responsibilities promptly at the beginning of each school day.

A. Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class size should be lowered whenever the Administration deems it practical and class size goals are as follows:

- 1. Kindergarten 22 pupils
- 2. Elementary School grades 25 pupils
- To the extent required by law, Special Education classes shall meet the rules and requirements established by the Special Education Code and the State Department of Education.
- 4. High School and Middle School Classes per instructor:

English Social Studies General Education Mathematics Science Language Business))) 25)	ö pupils
DUSTRESS		/	
Typing		30	pupils
Industrial Arts			pupils
Drafting		24	pupils
Vocational Shops		20	pupils
Homemaking		24	pupils
Music	a	35	pupils
Art		25	pupils
Poo1		30	pupils
Hygiene		25	pupils
Physical Education			
High School		40	pupils
Middle School		35	pupils

- B. Supplies, Requisitions, and Departmental Budgets:
- 1. Initial requisitions for materials shall be submitted in triplicate by May 15 to the building Principal. If approved by the building Principal the requisition shall be forwarded to the Superintendent. If approved by the Superintendent and the Board, the material will be ordered no later than July 1. All copies of requisitions not approved will be returned to the person filing the requisition no later than June 1 with the reasons for the denial.
- Teacher requests for supplies and other educational material during the school year shall be processed promptly.

Requisitions shall be submitted to the building Principal in triplicate. He will approve or disapprove the request within 2 days. If approved, it will be sent to the Superintendent's office for action. If approved, two copies will be returned to the Principal who will return one copy to the teacher making the request. A request not approved will mean all copies returned within 10 days to the originator with the reason the request was not approved.

Requisitions for supplies by elementary teachers shall be given to

the elementary office secretary the day before they are needed. They will be delivered the following day if in stock.

C. Cafeteria, patrol, bus duty, inventorying of supplies and equipment, and other than normally used or found in the teacher's assigned classroom, duplication of teaching materials, collecting money for various projects and similar non-professional responsibilities performed by teachers take away from teaching time. The Board will develop other methods to handle these matters as rapidly as possible.

D. Under no conditions shall a teacher be required to drive a school bus as part of his regular assignment.

E. The Board shall provide adequate lunchroom, restroom and lavatory facilities exclusively for teachers' use and one lounge where smoking shall be permitted.

F. Telephone facilities shall be made available to teachers for their reasonable use.

C. In schools where continuous cafeteria service for teachers is not available, a vending machine for beverages may be installed at the request of the Association, the proceeds to be used for the Association Fund.

H. Adequate parking facilities shall be made available to teachers for their exclusive use during school hours. Separate parking areas shall be established for any student parking on school property during school hours.

I. Not withstanding their employment, teachers shall be entitled to full rights of citizenship, and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher.

J. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex, or marital status or membership in or association with the activities of any employee organization. The Board and the Association pledge themselves to seek to extend the advantages of public education to every student without regard to race, creed, religion, sex, color or national origin and to seek to achieve full equality of educational opportunity to all pupils.

ARTICLE IX

Vacancies, Promotions, Transfers

A. The Superintendent of Schools shall have the power to nominate, assign, transfer, or suspend for good and reasonable cause any teacher; such action being subject to approval of the Board of Education.

B. All applications for teaching or non-teaching positions shall be channeled through the Superintendent of Schools. No school personnel shall be employed excepting those recommended by the Superintendent.

C. All vacancies will be posted in each school building for at least fourteen (14) calendar days and will be kept open for current staff at least fourteen (14) calendar days. Extra-curricular positions shall be posted in the same manner. In addition, the Association president shall be sent a copy of each vacancy posting. The foregoing shall apply whether school is in session or not.

D. Any teacher may apply for any position at any time. Such application should be in writing addressed to the Superintendent of Schools. Applications will be considered should such vacancy occur during the school year or during the summer. This application should be renewed annually to assure active consideration by the Board. Requests for transfer should be made on the same basis and in writing also.

E. Vacancies shall be filled on the basis of education, experience, competency and general qualifications of the applicant. Due consideration shall be given to experience in the Holton School system. The evaluation of candidates shall be by the Board, and the decision of the Board shall be final.

F. The parties agree that changes in grade assignments in the elementary grades, changes in subject assignment in the secondary grades, and transfer between schools may be necessary. While the right of determination to assign or transfer a teacher is vested in the Board, the Board will not in any case assign or transfer a teacher without prior discussion with said teacher. Such transfers and/or changes in assignment shall be on a voluntary basis whenever possible. If such involuntary assignment should become necessary, the convenience and wishes of the individual teacher will be honored to the extent that such considerations do not conflict with the instructional requirements and best interest of the total school program.

G. The Association will be notified in writing of all change in assignment after June 1 of each school year.

H. Any teacher who shall be transferred to a supervisory or executive position and later be returned to a teacher status shall be entitled to retain such rights as he may have had under this agreement as a teacher.

I. The Association recognizes that vacancies occurring during the school year may be difficult to fill. Whenever possible, such vacancies will be filled on a permanent basis. If such a vacancy is filled on a temporary basis, it shall be posted as vacant at the end of the year. teachers shall be employed by the Board while there are teachers of the District who are laid off unless there are no laid off teachers with proper certification and qualifications to fill the vacancy which has arisen.

I. The Board shall give written notice of recall from layoff by sending a registered or certified letter to said teacher at his/her last known address. It shall be the responsibility of each teacher to notify the Board of any change in address. The teacher's address as it appears on the Board's records shall be conclusive when used in connection with layoffs, recall, or other notice to the teacher. If an immediate teaching position exists and the teacher fails to report to work within ten (10) calendar days of the date of the receipt of the recall or within twenty (20) calendar days of the mailing of the recall notice, unless an extension is granted in writing by the Board, said teacher shall be considered as a voluntary quit and shall thereby terminate his individual employment contract and any other employment relationship with the Board. If the teacher has been given three (3) weeks notice before school starts and fails to report within five (5) working days after the start of school, unless an extension is granted in writing by the Board, said teacher shall be considered as a voluntary quit and shall thereby terminate his individual employment contract and any other employment relationship with the Board.

J. A seniority list shall be maintained by the district. Teachers shall be ranked in order of seniority. Accompanying the name of each teacher shall be a listing of the teacher's certification and qualification. Said seniority list shall be presented to the Association annually during the month of November for review. Corrections shall be brought to the attention of the administration within thirty (30) days thereafter.

ARTICLE XI

Leaves of Absence

A. Definitions:

- The "immediate family" is father, mother, brother, sister, spouse, child, parent-in-law, brother-in-law, sister-in-law, daughter-inlaw, son-in-law.
- 2. "Relative" is interpreted to mean related by blood or by marriage.
- "Close relative" shall include grandparent, uncle, aunt, first cousin, niece or nephew.
- "Per Diem basis" shall mean the amount obtained by dividing the contractual salary by the total number of working days, as defined in this agreement (184 days).

B. Sick leave - Personal Illness or Injury:

 At the beginning of each school year, each teacher shall be credited with 10 days of leave, the unused portion of which shall accumulate from year to year with no limit.

- 2. Employees who are employed after the beginning of a given year shall be granted, for the balance of that school year, as many sick leave days as there are school months, or major fractions thereof, remaining in the school year.
- Employees who are unable to begin a new contract year because of personal illness or injury, shall be allowed to draw upon previously accumulated sick leave until it is depleted or until resumption of assigned work.
- 4. Any teacher whose personal illness or injury extends beyond the period compensated for by sick leave pay shall be granted a leave of absence without pay for such time as is necessary for complete recovery from such illness or injury. Upon return from leave, a teacher shall be assigned to the same position, or if the position has been eliminated, a substantially equivalent position. The Board will continue payment of the health insurance premiums during a paid sick leave and for two (2) months following the expiration of the paid sick leave.
- 5. Deductions shall be made on a per diem basis for absences beyond the number allowed by this section.
- 6. Days to be included under sick leave:
 - a. Personal illness or injury.
 - b. Sickness in the immediate family when there is a moral obligation on the part of the teacher to be with the sick member of his family. This shall not be interpreted to allow an employee to stay with someone as a nurse or attend to a sick person that can be done by someone else. The Board reserves the right to review each case on its own merit.
 - c. Child birth and complications of pregnancy.
- 7. All sick leave absence shall be on an ethical basis in keeping with the teaching profession. Any problems extending beyond the limitations herein stated shall be handled on an individual basis. <u>It shall be the duty of each employee to advise the office of the</u> <u>Superintendent of the nature of all absences for which salary is</u> <u>expected</u>. Proof of illness shall be furnished by the employee if requested.
- In the event that a teacher is taking a paid or unpaid sick leave day and school fails to be in session, the leave will not be charged as originally scheduled.
- 9. Worker's Compensation:
- a. Teachers who are absent due to injury on the job and are drawing Worker's Compensation will be paid any difference between their regular salary and the amount of Worker's Compensation if it is less than their regular salary.
- b. Sick leave will be charged only at the rate of one day for each day of salary paid on a per diem rate.

- c. This provision will terminate upon the exhaustion of the teacher's accumulated sick leave or ninety (90) days following the disability, whichever is greater.
- 10. When a teacher is on paid leave and receives outside compensation, the total paid by the Board and the outside source shall not exceed the regular contractual salary. Compensation received from any insurance program purchased by the teacher shall not be included as outside compensation.

C. Personal Leave:

Each teacher shall be granted one (1) personal day per semester per school year with no salary deduction. In order for a teacher to take the day(s) he/she must give the principal at least three (3) days notice except in extenuating circumstances. Personal days shall not be taken on the school day immediately preceding or following a holiday or vacation period or the first day of the school year or in the last twenty (20) school days of the school year. The administration reserves the right to limit the number of personal days granted the same day in the same building if substitutes are unavailable. Failure to grant personal days on such a basis may be processed as a grievance. If the number of requests exceeds the available substitutes, the personal days shall be granted in order of application. Unused personal days will be reimbursed at the rate of \$30.00 per day up to a maximum of two days, per school year.

- D. Emergency Leave:
- Five leave days annually without deduction from pay or accumulated sick leave for emergency reasons.
- 2. Emergency leave is granted for the following reasons:

a. Absence due to death in the immediate family or of a close relative.

b. Required appearance in a court of law involving no moral turpitude on the part of the employee.

c. Accidents or inability to reach school because of weather conditions.

d. Unusual circumstances which may be considered on their merit by the Superintendent.

- 3. Emergency leave may not be accumulated from year to year.
- E. Sabbatical Leave:

The Board of Education, upon the recommendation of the Superintendent of Schools, may grant a sabbatical leave for study purposes (without compensation) to qualified instructional personnel who are on tenure. Recipients of sabbatical leaves must file a letter indicating their intention of returning to the system with the Superintendent of Schools at least ninety (90) school days prior to the last day of school during which the sabbatical leave applied.

- F. Association Leave Days:
- 1. At the beginning of every school year, the Association shall be credited with five (5) days to be used by teachers who are officers or agents of the Holton Education Association, such use to be at the discretion of the Association.
- The Association President shall notify the Superintendent's office at least two (2) days in advance of the leave day(s) to be used.
- 3. No remainder of unused Association leave days shall accumulate from year to year.
- The Association shall reimburse the Board for each day used at the daily substitute teacher rate.
- G. Other Leave:
- The Superintendent may consider, upon sixty (60) days written notice, a request for a leave of absence not otherwise covered in this contract. The ultimate granting or denial of the leave shall be within the sole discretion of the Board as well as its determination of whether the leave, if granted, is with or without pay.
- 2. Military leaves of absence shall be granted to any teacher who shall be inducted in any branch of the armed forces of the United States. Teachers on military leave shall be given the benefit of any salary increments which would have been credited to them had they remained in active service to the school system.
- 3. The Board shall grant a leave of absence without pay to any teacher to campaign for, or serve in, a public office. The duration of the leave shall be limited to one year or one term of the office, if elected, whichever is greater.
- H. Miscellaneous Provisions:

In the event that a teacher is taking a paid or unpaid leave day under any Section other than B and school fails to be in session, the leave will be charged as originally scheduled.

 A teacher returning from a leave of absence shall resume his/her progression on the salary schedule.

ARTICLE XII

Teacher Evaluation

A. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, closed circuit television, public address or audio systems, and similar surveillance devices shall be strictly prohibited. If the evaluation instrument is changed by the administration, faculty members will receive a copy of the revised document prior to its use by the administration.

B. Each teacher shall have the right upon request to review the contents of his/her own personnel file. A representative of the Association may be requested by the teacher or the Board to accompany the teacher in such review.

C. Probationary teachers shall be observed for the purpose of evaluation at least three (3) times per year. Tenure teachers shall be observed and evaluated not less then once every three years. Observation of probationary teachers shall be near the beginning of the year, after the first five (5) weeks, near the middle of the year, and near the middle of the second semester. Observations of tenure teachers shall be conducted no sooner than the first four (4) weeks of the school year and not later than four (4) weeks before the end of the school year. All observations shall, within ten (10) working days, be followed by an informal conference with the administrator.

D. A formal evaluation shall be reduced to writing and a conference with the administrator held prior to the last two (2) weeks of the school year. Deficiencies of the teacher's performance shall be specifically identified and ways to improve shall be delineated. If the teacher disagrees with the evaluation, he/she may submit a written answer within five (5) days of the conference which shall be attached to the evaluation in question. If a written disagreement is filed, a second conference will be held within five (5) days of the filing upon the teacher's request for such conference. If the teacher still disagrees, he/she shall have a Board hearing on the matter within ten (10) days of the second conference. The teacher shall have the right to representation by the Association.

E. No material originating after initial employment will be placed in his personnel file unless the teacher has had an opportunity to review the material. The teacher may submit a written note regarding any material placed in the file after initial employment which shall be attached to said material. If a teacher is asked to sign material placed in his file such signature shall indicate only the awareness of the material unless otherwise stated with the information requiring said signature.

F. Any complaint made against the teacher by any parent, student or other person shall be promptly called to the attention of the teacher in writing and copy of said notice placed in the teacher's file.

G. If a teacher is to be disciplined or reprimanded by the Board or its agents and written copy is to be placed in the teacher's personnel file, either party may request the President of the Association to be present.

H. Each observation of a teacher shall be for not less than one class period or the duration of particular teaching unit except in an emergency.

I. If an evaluator finds a teacher lacking, the reasons therefore, shall be set forth in specific terms and the ways in which the teacher is

expected to improve stated. Assistance that can be expected from the administration shall also be stated.

ARTICLE XIII

Protection of Teachers

A. Since the teacher's authority and effectiveness in his classroom is undermined when students discover that there is insufficient administrative backing and support of the teacher, the Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. The Board further recognizes that the teacher should not be expected to assume the role of warden or custodian for emotionally disturbed students nor to be charged with responsibility for psychotherapy.

B. Whenever it appears that a particular pupil requires the attention of a special counselor, social workers, law enforcement personnel, physicians or other professional persons; the Board will take reasonable steps to relieve the teacher of responsibilities with respect to such pupil.

C. Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board will provide reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.

D. If any teacher is complained against or sued by reason of disciplinary action taken by the teacher against a student, the Board will provide reasonable assistance to the teacher in his defense, except where the teacher has committed an illegal act.

E. Time lost by a teacher in connection with any incident mentioned in the Article shall not be charged against the teacher except when the teacher has committed an illegal act.

F. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property, but shall not be individually liable, except in the case of negligence or neglect of duty, for any damage or loss to person or property.

ARTICLE XIV

Negotiation Procedures

A. It is contemplated that matters not specifically covered by this Agreement, but of common concern to the parties, shall be subject to professional negotiations during the period of this Agreement upon request by either party to the other. The parties will undertake to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information and otherwise constructively considering and resolving any such matters. B. At least sixty (60) days prior to the expiration of this Agreement, the parties will begin negotiations for a new agreement covering wages, hours, terms and condition of employment of teachers employed by the Board.

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

D. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the State Labor Mediation Board or take any other lawful measures it may deem appropriate, including the imposition by the Association of professional sanctions to discourage teachers from working in the absence of contract.

ARTICLE XV

Grievance Procedure

A. Any teacher, group of teachers or the Association believing that there has been a violation, misinterpretation or misapplication of any provision of this Agreement or any existing rule, order or regulation of the Board, or any other provision of law (except a statute specifically establishing a procedure for redress, relating to wages, hours, terms or conditions of employment) may file a written grievance with the Board or its designated representative. The Board hereby designates as its representative for such purpose the Principal in each school building and the Superintendent of schools when the particular grievance arises in more than one school building.

Any grievance filed under this contract must be filed within thirty (30) days of knowledge about the grievable item and not more than thirty (30) days beyond the expiration date of the contract.

B. Within five (5) days of receipt of the grievance, the designated representative of the Board shall meet with the Association in an effort to resolve the grievance. Affected teachers may or may not be present at such meetings. If the meeting is with the school Principal and the parties cannot agree, the grievance shall, within five (5) days of the Principal's response, be transmitted by the Association to the Superintendent who shall have five (5) days after the receipt to approve or disapprove the grievance. If the grievance is transmitted directly to the Superintendent, he shall have ten (10) days from receipt to approve or disapprove it. If the grievance shall be denied by the Superintendent, with upon review of the action of the school Principal, or in the first instance, the grievance shall immediately be transmitted to the Association, with a statement of reasons why it is being disapproved. If the Association is not satisfied with the action of the Superintendent, the grievance may, within ten (10) days of the Superintendent's response, be transmitted by the Association to the secretary of the Board.

C. The Board shall pass upon the grievance no later than the first Board meeting following receipt of the grievance by the secretary of the Board. The Board may hold a hearing thereon, may designate one or more of its members to hold a hearing or otherwise investigate the grievance, or prescribe such procedure as it may deem appropriate for consideration of the grievance, provided, however, that in no event, except with express written consent of the Association, shall final determination of the grievance be made by the Board more than ten (10) days after the date of the Board meeting above.

D. If the decision of the Board is not satisfactory to the Association, the grievance may, within thirty (30) days after receipt of the Board's decision, be submitted to arbitration before an impartial arbitrator selected by the parties. If the parties cannot agree as to the arbitrator, he shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration hearings. The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the Association or the Board. The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.

The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. Copies of his findings as outlined herein shall be submitted to both the Board and the Association.

E. If any teacher for whom a grievance is sustained shall be found to have been unjustly discharged, he shall be reinstated with full reimbursement of all professional compensation lost. If he shall have been found to have been improperly deprived of any professional compensation or advantage, the same or its equivalent in money shall be paid to him.

F. The costs of any arbitration under this Article shall be shared equally be the Board and the Association.

ARTICLE XVI

Miscellaneous Provisions

A. The Board agrees to maintain an adequate list of substitute teachers. Teachers shall call to report unavailability for work at least one and a half (1 1/2) hours before the start of the school day. Teachers shall be informed of at least two telephone numbers they may call to report un unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher. A teacher who fails to notify the school when not reporting for duty, unless some unusual circumstances shall prevent it, shall have one day's pay deducted on a per diem basis.

B. The Association shall deal with ethical problems arising under the Code of Ethics of the M.E.A. in accordance with the terms thereof, and the Board recognized that the Code of Ethics of the M.E.A. is considered by the Association and its membership to define acceptable criteria of professional behavior.

A letter shall be sent to Association President on questions of teacher ethics and a letter filed with the Board secretary on questions of Administrator ethics. Copies of such letters to be given to Association President, Board Secretary and the person involved.

C. This Agreement shall supersede any rules, regulations or practices of the board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

D. Copies of this Agreement shall be printed at the expense of the Board and presented to all teachers now employed or hereafter employed by he Board. The contract will be published twenty (20) working days after

completion of negotiations: Twenty (20) copies for the Administration; eighty (80) copies for the H.E.A. The Agreement shall be printed on the school district's off-set press. The H.E.A. shall furnish a photo-ready original to the Board for use to print the copies.

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

F. The Association shall appoint two (2) members of the Association to work with the Administration and Board to update and revise the board Policy Book.

G. Medical Examination:

The Board of Education for good and reasonable cause may at any time require a teacher to submit a certificate from a qualified physician certifying to his or her fitness relating to physical and mental health.

ARTICLE XVII

Salary Schedule, Insurance and Calendar

- A. Salary Schedule Columns:
- Teachers who earn a degree by mid-year will receive one-half (1/2) the added increment of that degree level for the remainder of that year.
- To fall in the Master's schedule, the teacher must teach in the Master's area. If they teach in another area, they will remain in the B.A. + 30 column, unless teaching in another area by Board request.
- 3. To receive credit for educational institutes where college credit is not given, the teacher must have an accumulation of five (5) full days of institute and then will be given credit for one (1) semester hour on the salary schedule.
- College courses below the 300 level must be approved by the Superintendent before they are taken for credit on the salary schedule.
- 5. The Board of Education shall continue its policy of encouraging professional growth as far as it is financially able through the support of workshops, inservice training, conferences and such other activities that contribute to the improvement of staff competency.

B. Salary Schedule Placement of New Teachers.

1. New teachers without teaching experience shall be placed on Step 0 of their respective Salary Schedule column.

- 2. New teachers with teaching experience may be placed on any step of their respective Salary Schedule column.
- 3. After the initial placement on the salary schedule, teachers shall advance through the step schedule at the rate of one step for every acquired year of teaching experience.
- A teacher who has terminated employment in the Holton Public School and who later returns may be treated as a new teacher.
- C. Individual Contract Procedures:
- 1. Preliminary to contracts being offered, a form letter will be issued to the members of the staff to determine whether or not they desire a contract for the coming year.
- Contracts will be issued as soon after March 1 as salaries have been determined.
- 3. The Superintendent is authorized to issue all contracts to new personnel, and signatures of the Board will be affixed to all such contracts issued by the Superintendent. Such contracts to be valid must bear the signature of at least four (4) Board members and the Superintendent.
- Contracts will be issued on a basis of 184 working days, which includes any pre-school, inservice, and/or post school conferences that may be scheduled.
- Summer work not covered by the base contract shall be evaluated by the Board.
- 6. Teachers working on a 12 month contract shall receive additional salary on a pro-rated basis of their salary and be entitled to three (3) weeks vacation between the period school closes in June and the opening date of school in the fall with vacation periods to be arranged with the Superintendent.
- Teachers with less than one year of experience credit but more than one-half (1/2) year will be given credit for one-half (1/2) of the appropriate salary step.
- D. Health Insurance
- The Board shall provide, at no cost to the teacher, MESSA Super Med II Health Care Protection for twelve (12) months for each teacher and his/her eligible dependents who elect such coverage for the 1987-88 school year.

- Effective with the premium increase on July 1, 1988, and thereafter, the Board will pay up to a 20% increase over the rates in effect July 1, 1987 for the balance of the term of the Master Agreement.
- 3. Employees not electing health insurance may apply to the capped single subscriber rate to MESSA Super Med II Options.
- 4. Premiums paid by the Board for employees whose work load is less than full time will be pro-rated according to the employees work load in relation to the work load of a full-time employee.
- E. Long Term Disability Insurance

The Board shall provide without cost to the teacher MESSA Plan I Long Term Disability Insurance with a modified fill program for all teachers. "Modified fill" shall mean that the benefits will commence after the expiration of the greater of (1) an employee's accumulated sick days or (2) the specified waiting period of ninety (90) calendar days which need not be consecutive nor for the same condition as long as the last three (3) days are consecutive and for the same condition. Benefits shall be paid at the rate of sixty-six and two-thirds (66 2/3%) percent of the teacher's salary. Benefits shall be paid on a daily basis for the remainder of the school year in which payments begin and shall be paid on a monthly basis beginning in September of the following school year. The monthly maximum benefits shall not exceed two thousand (\$2,000) dollars.

F. Term Life Insurance:

The Board shall provide without cost to the teacher MESSA term life insurance protection in the amount of \$2000 that will be paid to the teacher's designated beneficiary.

- G. Dental Insurance:
- The Board shall provide for all teachers and their dependents (including sponsored dependents), without cost to the teacher the MESSA/DELTA DENTAL CARE PLAN E with Orthodonic Rider 0-7 including Internal and External Coordination of Benefits, for the 1987-88 school year.
- Effective with the premium increase on July 1, 1988, and thereafter, the Board will pay up to a 20% increase over the rates in effect July 1, 1987, for the balance of the term of the Master Agreement.
- H. Calendar and Inservice:
- Appendix C. The Holton School Calendar for 1987-88, 1988-89, 1989-90 attached and made a part of this Agreement.
- Each teacher may schedule with the building principal one (1) day for a conference or inservice and the Board shall pay the reasonable expenses therefore upon approval of the building principal.

The following criteria shall apply to the columns of the salary schedule:

BA Column: B.A. Degree & Certified for grade level and/or subject area assignment.

BA+20 or 24 Column: Certified for grade level and/or subject area assignment and B.A. Degree plus:

- 1. 20 credit hours earned after B.A. for teachers required to earn 10 hours for permanent certification, or
- 2. 24 credit hours earned after B.A. for teachers required to earn 18 hours for permanent certification.
- 3. All new personnel hired 1969 and later must earn 20 credits over B.A. in six (6) years or remain on B.A. step they have earned. A teacher presently employed has six (6) years to move to B.A. + 20 or B.A. + 24 or remain on the B.A. step earned.

BA + 30 Column: B.A. Degree & Certified for grade level and/or subject area assignment plus 30 credit hours earned after B.A. Degree.

<u>MA Column</u>: Certified for grade level and/or subject area assignment and M.A. Degree in area of teaching assignment (unless teaching in another area by Board request).

 $\frac{MA + 20 \text{ Column:}}{M.A. \text{ Degree in area of teaching assignment (unless teaching in another area by Board request) plus 20 credit hours earned after M.A. Degree.$

APPENDIX A

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Years Experience	BA <u>Column</u>	BA+20,24 Column	BA+30 Column	MA <u>Column</u>	MA+20,30 Column
0 Base	18,411	19,147	19,516	20,251	20,989
1	19,148	19,884	20,251	20,989	21,725
2	19,884	20,619	20,989	21,725	22,461
3	20,619	21,357	21,725	22,461	23,197
4	21,357	22,094	22,461	23,197	23,934
5	22,094	22,830	23,197	23,934	24,672
6	22,830	23,566	23,934	24,672	25,407
7	23,634	24,486	24,854	25,591	26,328
8	24,672	25,407	25,775	26,512	27,247
9	25,591 '	26,328	26,695	27,432	28,169
10	26,512	27,247	27,618	28,353	29,089
11	27,432	28,169	28,537	29,272	30,010
12	28,353	29,089	29,458	30,194	30,929
13	29,458	30,194	30,562	31,299	32,035

Holton Salary Schedule 1987-88 8%

APPENDIX A

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Holton Salary Schedule 1988-89 6%

	Years Experience	BA <u>Column</u>	BA+20,24 Column	BA+30 <u>Column</u>	MA <u>Column</u>	MA+20,30 Column
	0 Base	19,516	20,296	20,687	21,466	22,248
	1	20,297	21,077	21,466	22,248	23,029
	2	21,074	21,856	22,248	23,029	23,809
	3	21,856	22,638	23,029	23,809	24,589
	4	22,638	23,420	23,809	24,589	25,370
	5	23,420	24,200	24,589	25,370	26,152
	6	24,200	24,980	25,370	26,152	26,931
	7	25,052.	25,955	26,345	27,126	27,908
8	8	26,152	26,931	27,322	28,103	28,882
	9	27,126	27,908	28,297	29,078	29,859
	10	28,103	28,882	29,275	30,054	30,834
	11	29,078	29,859	30,249	31,028	31,811
	12	30,054	30,834	31,225	32,006	32,785
	13	31,225	32,006	32,396	33,177	33,957 ·

APPENDIX A

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Holton Salary Schedule 1989-90 6%

Years Experience	BA Column	BA+20,24 Column	BA+30 Column	MA Column	MA+20,30 Column
0 Base	20,687	21,514	21,928	22,754	23,583
1	21,514	22,342	22,754	23,583	24,411
2	22,342	23,167	23,583	24,411	25,238
3	23,167	23,996	24,411	25,238	26,064
4	23,996	24,825	25,238	26,064	26,892
5	24,825	25,652	26,064	26,892	27,721
6	25,652	26,479	26,892	27,721	28,547
, 7	26,555	27,512	27,926	28,754	29,582
8	27,721	28,547	28,961	29,789	30,615
9	28,754	29,582	29,995	30,823	31,651
10	29,789	30,615	31,032	31,857	32,684
11	30,823	31,651	32,064	32,890	33,720
12	31,857	32,684	33,099	33,926	34,752
13	33,099	33,926	34,311	35,168	35,994

APPENDIX B

Holton Public Schools

EXTRA CURRICULAR ACTIVITY SCHEDULE

	% **	BASE	STEP (1)	STEP (2)	STEP (3)	STEP (4)	STEP (5)
Head Football Asst. Varsity Footbal Head J.V. Football Asst. J.V. Football Head Basketball Asst. B.B. (2) Baseball Asst. Baseball Varsity Volleyball J.V. Volleyball J.V. Volleyball Softball Track Wrestling Asst. Wrestling Jr. High B.B. (2) Golf Jr. High Volleyball Jr. High Wrestling Girls Basketball Girls Asst. B.B. Girls Track Cheerleaders (if no Asst. provided) Forensics Play Director Band Elementary B.B. FHA Tennis Student Council Yearbook Driver's Education Cross Country	$ \begin{array}{c} 6\\ 5\\ 10\\ 6\\ 6\\ 10\\ 4.5\\ 3\\ 2\\ 1/2!\\ 2\\ 1/2!\\ 10\\ 6\\ 6 \end{array} $	2-8-2 2	of BA Base x 1.10	of BA Base x 1.15	of BA Base x 1.20	sof BA Base x 1.25	% of BA Base x 1.30

Cross Country

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** % of teacher base (schedule).

1. Yearbook will not be paid if it is a class assignment.

 Step increase is figured on the extra-curricular position base.
 All dollar figures would change with a change in the Teacher Schedule Base.

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<u>19</u> 19	16	T 3 10 17	18	R 5 12 19 26	F 6 13 20 27	$\frac{14}{14}$	M 7 14 21 28	DE T 1 8 15 22 29	CEMB W 2 9 16 23 30	ER T 3 10 17 24 31	F 4 11 18 25	<u>20</u> 20	M 4 11 18 25	JA T 5 12 19 26	NUAR W 6 13 20 27	<u>Ү</u> 7 14 21 28	
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SCHOOL CALENDAR 1987-1988

Inservice day to be individually scheduled by the building principal.

APPENDIX C Holton Public Schools

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SCHOOL CALENDAR 1988-1989

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Inservice day to be individually scheduled by the building principal.

APPENDIX C Holton Public Schools

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Inservice day to be individually scheduled by building principal.

LETTER OF UNDERSTANDING

This agreement entered into between the Holton Board of Education and the Holton Education Association, MEA/NEA, this 25th day of September, 1987, is to memorialize the following understanding regarding the 1987-90 Master Agreement.

The parties to this contract mutually recognize and hereby incorporate in writing their past practice of paying teaching employees on days when school is closed due to inclement weather, severe storms, fires, epidemics or health conditions. The parties enter into this contract with the mutual understanding that scheduled student instruction days which are cancelled due to the conditions enumerated above may be counted as days of pupil instruction for purposes of computing the amounts received in State Aid for the duration of the Collective Bargaining Agreement. However, to the extent that such days may not be recounted as days of pupil instruction for computing amounts received in State Aid, then any and all such days shall be rescheduled by the school District and the Association, and teachers will be required to work on such rescheduled days with no additional salary paid to the teachers

LETTER OF UNDERSTANDING

The Board and the Association agree to create a committee of seven consisting of two Board members, two Association members, and three parents, representing the elementary, middle, and high school, selected jointly by the Board and the Association. The committee shall study and make recommendations to the Board concerning class sizes by January 1, 1988. The committee shall have a budget to allow for the proper discharging of their duties.