

**LABOR AGREEMENT**

**between**

**HOPKINS PUBLIC SCHOOLS**

**and**

**HOPKINS EDUCATION ASSOCIATION**

**2015-2016**

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## **AGREEMENT**

Agreement made this 30th day of June 2015, by and between the Board of Education of Hopkins Public Schools, hereinafter called the "Board" and the Hopkins Education Association, hereinafter called the "Association".

### **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 special education teachers, librarians, part-time teachers, teaching coordinators, athletic director, licensed counselors, social workers, school psychologists, occupational therapists and speech pathologists, but excluding the Superintendent, secondary principal, elementary principal, business manager, full-time and part-time assistant administrators, directors, transportation supervisor, maintenance supervisor, hot lunch supervisor, office and clerical employees, substitute teachers, all extra-duty advisors not teaching and coaches not teaching, and all employees performing work funded under grant programs.

Unless otherwise specified, the term "teacher" or "employee" when used in this contract refers to all employees in positions covered by this agreement.

The term "ancillary employee" refers to employees that are not regulated by the tenure act.

### **ARTICLE II TERM OF CONTRACT**

The term of this contract shall be for one (1) year, effective from July 1, 2015 to June 30, 2016.

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 2016, 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.

### **ARTICLE III MANAGEMENT RIGHTS**

#### **A. Administrative Rights.**

The Employer, for and on behalf of the electors of the school district, hereby retains 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:

1. 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 also 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.
3. 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 by 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, as amended, 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, or to not join and support the Association, as each teacher individually elects. The Board further agrees that it will not directly or indirectly encourage or discourage, deprive or coerce any teacher from the enjoyment of any rights conferred by Act 379, as amended, 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 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. 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.

2. 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.

## **ARTICLE VI THE BOARD POLICIES**

### 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. These provisions do not supersede the prohibited subjects within Act 367 as amended.

B. The Board shall post the Board policies on the district website.

### C. Publication and Distribution of Master Agreement.

The Board shall post the Master Agreement on the District website. Staff members are allowed to print copies as needed.

## **ARTICLE VII ANCILLARY STAFF DISCIPLINE**

### A. Just Cause Clause.

No ancillary employee who has completed the probationary period shall be disciplined or discharged without just cause. Just cause shall not apply to the discipline, discharge, or non-renewal of probationary ancillary staff, teachers or to any individuals in extra-duty assignments.

## **Article VII – A REPRESENTATION RIGHTS**

### A. Representation.

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

### B. Written Complaints Against Employees.

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

**ARTICLE VIII  
LEAVE OF ABSENCE**

A. Sick Leave.

Teachers shall be on the job for the full school day for which they are paid except as provided below.

At the beginning of each school year each teacher will be credited with twelve (12) 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.

All days of allowable absence are dependent upon the 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.

Sick leave will be paid and utilized for illness of teacher or for serious illness or injury requiring the presence of the teacher for the teacher's immediate family. Immediate family is defined as children, spouse, parents of the teacher and parents of spouse. Additional time may be granted by the Superintendent. Medical verification of need may be required.

B. Bereavement Leave.

1. Three (3) days leave of absence shall be granted for death of children, spouse, parents of the teacher and parents of the spouse, and brothers and sisters, sister or brother in-law, son or daughter in-law without charge to a teacher's accumulated sick leave. Two (2) additional days chargeable to teacher's accumulated sick leave may be used.
2. Three (3) days chargeable to sick leave shall be granted for extended family death. Additional leaves may be granted by the Superintendent. Extended family is defined as brothers and sisters of the teacher and spouse, grandparents of the teacher and spouse and grandchildren.
3. Death of non-family member limited to one (1) chargeable sick day with a maximum of two times per school year. Additional leaves may be granted by the Superintendent.

C. Personal Business Leave.

1. All regularly employed teachers shall be allowed to use up to three (3) personal business days each year out of the twelve (12) sick days credited per 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.
2. 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.
3. 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.

4. Amount to be deducted for exceeding this limit shall be 1/12<sup>th</sup> of the teacher's yearly salary. (This may change if the teacher work year is changed). X shall be based on teacher workdays as approved in the District calendar.

D. Extending School Vacation.

If circumstances occur where a member of the HEA would like to extend a school vacation period, these periods being defined as Thanksgiving Break, Christmas Vacation, and Spring Break, the district will allow a teacher to extend the vacation by using their personal days, up to a maximum of two days if the following criteria are met.

1. The teacher has been employed by Hopkins Public Schools, and has been a member of the HEA for at least one full school year.
2. In the previous school year the HEA member has been absent from work using sick leave for less than 8 days.
3. A maximum of three HEA members from the secondary (6-12) buildings, and two HEA members from the elementary (K – 5) buildings would be eligible at each school vacation period.
  - i. The administration reserves the right to limit to a maximum of four people per district for any given calendar day.
4. Lesson plans must be turned into the building administrator prior to the extended leave.

The deadline for leave applications shall be sixty (60) calendar days before the leave would be taken. The district will notify applicants if their leave has been approved within five (5) work days of the deadline.

Applications for the extended leave must be written, and on the district personal leave form and clearly marked extended leave. This leave will be granted on a first come, first serve basis, with the following exception. In the event there are more applications for this leave than there are leave spots available, teachers who have more recently used this leave will be second to newer applicants. In all other instances first come, first serve will serve as the determining factor.

E. Compensation for Unused Sick Days.

Teachers retiring under the Michigan Public School Employees 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 for days accumulated prior to June 30, 2014; \$50 per day for days accumulated on or after July 1, 2014

For all 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 = \$37.50 x total number of accumulated sick days

101+ = \$50.00 x total number of accumulated sick days

The total compensation for unused sick days to be paid to the employee upon retirement is required to be paid by the Board on behalf of the eligible participant into a non-elective 403(b) tax deferred annuity. The remittance of this benefit by the Board on behalf of the eligible participant s shall be subject to and made in accordance with applicable regulations of the Internal Revenue Service and the Board's 403 (b) policy. The benefits shall be remitted to one of the district's 403 (b) providers. Participants shall not have the option of receiving this benefit in any form other than through a non-elective 403 (b) tax deferred annuity as described above.

- F. The Board and the Association believe it is highly unprofessional to have teachers abuse their paid leave benefits. Paid leave is solely for the purpose of providing employee protection against financial loss.

For each day missed beyond the FMLA limit and in excess of accumulated sick leave, the employee shall reimburse to the Board  $1/x$  ( $x$  = the number of work days as specified in the school calendar for that year) of the Board's yearly benefit cost (health, dental, vision, and/or annuities). This amount shall be deducted from the next paycheck. The Board may take appropriate action, including termination of an employee abusing sick leave.

Any employee whose record shows abuse of sick leave in a current school year may be required to obtain medical verification from a mutually agreeable health care provider to qualify for sick leave. Further, the Board may require medical verification of disability or illness from a mutually agreeable health care provider when it has reason to believe that the employee or qualified immediate family member is not ill or disabled. Medical verification may also be required by the Superintendent to assure that a teacher may return to work and perform the essential functions of their assignment without limitation or restriction.

- G. The Board 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 Board for the value of all sick leave payments which the Board 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.

H. Sabbatical Leave.

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. To qualify for such sabbatical leave, the teacher must hold a permanent, continuing or life teaching certificate.
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.
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.
7. The regular salary increment occurring during such period will be allowed.

I. 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. Teachers 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. Payment shall not be made in any situation where the teacher is bringing an action against the Board or district or is testifying against the Board or district unless subpoenaed by the Board.

J. Anticipated Prolonged Disabilities.

1. 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 prior to the expected date so that necessary arrangements can be made to procure the employee's replacement.
3. Within thirty (30) days thereafter, the employee shall submit a written request for APD leave to the Board. 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 the 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. However, the Board 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 date as provided in Section 1 of this paragraph.
8. Failure to apply for an APD leave without a justifiable excuse as hereinabove specified shall be conclusively deemed an abandonment of employment when the employee can no longer perform his/her duties.
9. An APD leave, beyond FMLA, 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 he/she left and be entitled to other benefits prior to said leave providing the teacher worked 150 school days in the year the leave was granted.
10. Upon returning to work, the employee shall be assigned to a position for which he/she is deemed certified and qualified.
11. In lieu of the above provisions for unpaid APD leave, an employee shall have the right, if he/she so desires, to receive accumulated sick leave benefits beginning at such time as he/she is no longer able to continue work and is physically incapacitated. It is expressly understood this shall not include normal child care and the employee shall not be entitled to avail himself/herself of the foregoing unpaid APD provisions if he/she chooses to receive sick leave benefits pursuant to the provisions of this Paragraph in which event the following provisions shall apply:
  - a. A prolonged disabled employee shall notify the administration of his/her plans prior to the elimination of accumulated sick leave.
  - b. The employee shall be required to furnish medical certification of his/her continued ability to perform his/her 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 his/her duties and return to service as soon as physically able to perform all duties as certified by his/her physician.
- d. For all sick leave days claimed the employee must have a physician's certificate certifying physical disability which prevents him/her from fulfilling his/her professional responsibilities.
- e. The employee shall discuss his/her 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.

K. Family and Medical Leave.

District will follow Federal Regulations for FMLA.

The district will use a rolling calendar as part of the FMLA guidelines and will require staff to use sick days as part of the FMLA Leave.

Pursuant to the Family and Medical Leave Act of 1993, an employee who has been employed at least 12 months and worked at least 1,250 hours during the prior 12-month period (which is deemed to include all full-time teachers) is entitled to 12 work weeks of leave during any 12-month period without pay but with group health insurance coverage maintained for one or more of the following reasons:

- a. due to the birth of employee's child in order to care for the child;
- b. due to the placement of a child with the employee for adoption or foster care;
- c. due to the need to care for the employee's spouse, child, or parent who has a serious health condition; or
- d. due to a serious health condition that renders the employee incapable of performing the functions of his or her job.
- e. any qualifying exigency arising out of the fact that the employee's spouse, son, daughter or parent is a covered military member on "covered active duty;"
- f. Twenty-six workweeks of leave during a single 12-month period to care for a covered service member with a serious injury or illness if the eligible employee is the service member's spouse, son, daughter, parent or next of kin (military caregiver leave).

A "serious health condition" is defined by the law as an illness, injury, impairment, or physical or mental condition that involves (1) in-patient care in a hospital, hospice, or residential medical care facility or (2) continuing treatment by a health care provider. Any leave taken under this contract for the above purposes shall be charged against the teacher's leave entitlement under the Family and

Medical Leave Act at the election of either the Board or the teacher. Other conditions of the Family and Medical Leave Act shall apply to leaves of this section.

## **ARTICLE IX 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.

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 X ABSENCE NOTIFICATION**

The Board agrees to maintain a process for acquiring a substitute teacher. The district will provide staff with the expectations annually for how to report an absence. Failure of a teacher to notify his/her building principal or agreed upon person by the deadline will result in disciplinary action, unless deemed excusable by the immediate supervisor. Such notification could be electronic. Once a teacher has reported unavailability it shall be the responsibility of the administration to arrange for a substitute teacher. 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, elementary teachers shall be reimbursed at the rate of \$20.00 per hour of substitute teaching. Middle and high school teachers will be paid \$20.00 per period at the high school and at the middle school if the middle school is on a (5) five period day 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 XI  
PAYROLL DEDUCTIONS**

A. Payroll Deductions.

Deductions from bi-weekly payroll shall be made upon request submitted to the business office.

**ARTICLE XII  
PROFESSIONAL DUES**

A. Association Membership.

Membership in the Association is not compulsory. Employees have the right to join or not join, maintain, or drop their membership in the Association, as they see fit. Neither party shall exert any pressure on nor discriminate against any employee by reason of his /her joining or refusing to join the Association.

B. Financial Responsibility.

Membership in the Association is separate and distinct from the assumption by an employee of his/her equal obligation to compensate the Association for the benefits he receives from representation. The Association is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard as to whether or not any employee is a member of the Association, according to applicable law. The terms of this Agreement have been equally made for all of the employees in the bargaining unit and not solely for the benefit of the members of the Association.

C. Non-Discrimination.

The Association agrees that it will not discriminate against any employee in the bargaining unit by reason of union membership, sex, race, religion, marital status, age or national origin and that any employee shall be entitled to participate in all of the activities of the Association relating to the negotiation and administration of the collective bargaining agreement, as required by applicable law.

**ARTICLE XIII  
TEACHER HOURS**

School Year

The teachers shall open their doors to students and be at their assigned duty stations by (7:35) a.m., and shall remain on the school premises until 3:00 p.m.

The following time schedules shall constitute the instructional starting and ending time by grade levels:

**Sycamore and Hopkins Elementary**

Grades Young 5's through 5

7:45 a.m. to 2:55 p.m. which allows for a 15-minute recess and a 30-minute lunch period.

**Middle School and High School**

Grades 6 through 12

7:45 a.m. to 2:43 p.m. which allows for a 30-minute lunch period.

It is to be thoroughly understood that this period of time will total seven hours and twenty-five 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 for emergency or approved classes may be allowable with permission of the principal.

Due to the nature of their positions, the counselors and media center specialists 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 XIV WORKING CONDITIONS AND ASSIGNMENTS**

### **A. Lunch Period Duty.**

Elementary, Middle School and Senior High teachers shall have a duty free lunch period, except as hereinafter provided: One High School and one Middle School 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 he/she so desires. 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 classroom teachers will be provided planning time when released from their classroom responsibilities by curriculum specialists for art, 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 provided by curriculum specialists. Elementary curriculum specialists will be provided with planning time comparable to elementary classroom teachers.

Middle school teachers will be provided one (1) class period per school day for planning.

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. There will be no more than six periods per day at the high school.

Travel time is not considered planning time.

### **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. However, three teacher meetings per year will be used as DPPD and will last for 60 minutes each. IEPC meetings and other morning meetings shall not start before contractual time unless agreed upon.

E. Faculty Lounge.

A room shall be provided for use as a faculty lounge which will be furnished with tables, chairs, a refrigerator, microwave oven, phone (voice systems manager), and a computer with a printer at the expense of the Board for working and dining. The Board agrees to maintain the appliances and a vending machine in good working order. The profits from these designated machines will be administered by Association representatives in each school building and will be used for appropriate Social Activity Funds.

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.

1. Seniority: New employees hired into the unit shall be considered as probationary employees as prescribed by the Tenure Act.
2. The term seniority as hereinafter used shall be the length of continuous full or part time service with the Board 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 for purposes of placement on the salary schedule. Outside credit shall not be allowed for the purpose of accumulating seniority.

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. Part-Time Teacher 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.

5. The Board 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.

K. Student Needs.

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 education students to the needs and handicaps of special education students.

L. Class Size.

1. 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 4-5. 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.

- a. The administration may provide substitutes for paraprofessionals who are absent for an extended period of time (i.e. long term illness, injury, etc.).

- b. Class size limitations and the provisions for paraprofessionals shall not be applicable to elementary art, music, or physical education classes (specials).

2. Middle School and High School (grades 6-12) class size shall not exceed an average thirty (30) pupils per instructor except for traditionally larger classes (i.e. physical education, vocal and instrumental music). This average is arrived at by adding the total number of students assigned to a teacher and dividing by 4 in the high school and (4) in the middle school if a 5 period day is in place. The average will be determined the second week of each trimester. Teachers will receive a \$166 stipend for each average student in excess of the 30 limit.

The physical education and vocal music class size shall not exceed an average of (40) pupil per instructor. Teachers will receive a \$166 stipend for each average student in excess of the 40 limit. However if these classes exceed 40 students, a paraprofessional or accompanist may be assigned to the class. Zero hour classes will not figure into the total unless they are part of the teacher's regular schedule and overage classes will not be used to calculate average class size.

Classes that are co-taught with general education teachers and special education teachers shall not exceed 35 students. These classes will not be used to calculate class average. The number used as the divisor will be reduced by the number of co-taught classes.



3. In the event that class limits are exceeded, the following provisions will take effect:
  - a. As of the date of the official Fall student count day, any Y5-3 elementary classroom teacher who has more than 25 students and any 4-5 elementary teacher with more than 29 students in his/her class will receive a \$250 stipend for each student in excess of this limit.
  - b. A second student count will be held in the Winter (date to be set by the state). At that time, any Y5-3 elementary classroom teacher who has more than 25 students in his/her class and any 4-5 elementary teacher with more than 29 students will again receive a \$250 stipend for each student in excess of 30.
  - c. 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.
  - d. 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 8 days of each trimester.
  - e. All efforts will be made to balance class sizes at all grade levels.
  - f. As additional funds are available in the district, hiring of new staff members to alleviate high class sizes will be given priority for funding.

M. Mentors

A mentor teacher will be assigned to each probationary employee for the duration of their probationary period. The Mentor Teacher will be assigned by the Administration to provide support, instruction and guidance. The purpose of the Mentor is to provide a peer who can offer assistance, resources, and information in a non-threatening collegial fashion, to acclimate the employee to the duties of the job, and to provide necessary assistance to provide quality instruction. The Board and Association agree the relationship shall be voluntary, confidential and shall not in any fashion, be a matter included in an evaluation.

A Mentor Teacher shall be assigned in accordance with the following:

1. Every effort will be made to match a probationary employee with a Mentor who works in the same building.
2. Mentor Teachers will be assigned only one (1) mentee at a time, unless the Mentor agrees to take more than one (1) at the request of the Administration. Once a Mentor accepts the position, he/she will continue in that position for the duration of the probationary period unless the Administration agrees to release the Mentor from the responsibility of the Administration re-assigns the Mentor.
3. In the event where no one on the staff willingly volunteers to serve or where there isn't a staff member with the same certification as the probationary employee, the Administration has the right to assign a Mentor Teacher. Teachers will not be assigned more than once every five (5) years.

**ARTICLE XV  
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.

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.

**ARTICLE XVI  
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-employ any probationary employee.
2. The termination of services or failure to re-employ any teacher to a position on the extra-duty schedule.
3. Any matter involving the content of employee evaluations.

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.
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.

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 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 thereon, may designate one (1) or more of its members to hold future hearings thereon, 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.

1. 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.
2. 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, any lawful decision of the arbitrator shall be forthwith placed into effect.

F. Powers and Payment of the Arbitrator.

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 or prohibited subjects as defined by PERA.
  - 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 of the arbitrator shall be borne equally by the parties except each party shall assume its own cost for representation including any expense of witnesses.
5. The arbitrator shall have no authority to award damages beyond the amount of wages that the employee would otherwise have earned from the date the grievance is filed. Any back pay awards shall be reduced by any compensation received by a bargaining unit member from any source, including unemployment compensation.

G. Retroactivity of Decision.

The arbitrator's decision may be retroactive to the beginning of the school year in which the arbitration was invoked with respect to salary if determined warranted by the arbitrator.

## **ARTICLE XVII SCHOOL CALENDAR**

Assurance of Required Student Days.

The school district retains the authority to reschedule days that are canceled. Moreover, the parties agree that in any event there will be a minimum of 178 student days and 181 teacher work days actually held. Please see 2015-2016 School Year Calendar Addendum D.

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

For the high school and middle school, the building principal and staff will schedule evening parent teacher conferences. The total hours of these conferences will be 10 hours per year with sessions held in each of the three trimesters.

For elementary teachers, the building principal and staff will schedule evening parent teacher conferences. The total hours of these conferences will be 10 hours per year.

The length of the school year shall be in accordance with the state law. If at any time during the duration of this Agreement any additional hours above 1,098 of actual student instruction not counting professional development time or number of days of instruction are required by law as a requirement for receipt of full State aid by the School District, the Board and the Association shall engage in negotiations with respect to the manner by which the additional instructional hours and/or days required will be met and any implications for additional staffing and/or additional compensation related thereto.

Teachers new to the system shall be required to report two (2) days earlier than the rest of the faculty for orientation.

## Professional Development

- A. Each teacher shall complete thirty (30) hours of District Provided Professional Development. Each teacher will maintain a professional development record and the district will provide space in the teacher personnel file to store the record.
- B. For 2015-2016 – Three (3) full days of District Provided Professional Development (6 hours), three (3) half days (3 hours) and three (3) hours to be included in teacher meetings as stipulated in Article XIV, D.
- C. The district will provide an additional District Provided Professional Development Day opportunity to be used by teachers to make up for any hours missed due to illness. Teachers will not be allowed to use Personal Business days on Professional Development days.

## **ARTICLE XVIII SALARY SCHEDULE**

Lanes and steps will be awarded for the 2015-2016 school year.

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

Official college transcript for BA+18, MA, and MA+18. Credits for BA+18, MA, and MA+18 must have been earned after receiving a provisional teaching certificate or its equivalent. Credits for MA+18 must be graduate credits. In order to be eligible for credits earned while employed by the District, the criteria set forth for tuition reimbursement must be met.

(Addendum B reflects current payscale.)

Salary schedules shall be in twenty-six (26) equal payments.

A teacher assigned to an extra class on a regular basis with more than four (4) classes in grades 9 - 12 will be paid an additional one-fourth (1/4) of the teacher's attained salary. A teacher assigned to an extra class on a regular basis with more than five (5) classes (a schedule of six or seven periods) grades 6 – 8 will be paid one-fifth (1/5) of the teacher's salary. If the schedule in grades 6 – 8 is a five (5) period day teachers with more than four (4) classes will be paid one quarter (1/4) of the teacher's salary. (These percentages are based on current building schedules and will be changed if schedules change.)

The Board agrees to make non-elective annuity contributions every two weeks.

## **QUALIFIED PLAN PURSUANT TO SECTION 125 OF THE INTERNAL REVENUE CODE**

It is agreed that the Board may formally adopt a qualified plan pursuant to Section 125 of the Internal Revenue Code. The Board shall have this right in order to avoid potential adverse tax consequences that may result from providing employees with certain fringe benefits under the current collective bargaining agreement between the parties. Except as noted in this Agreement, adoption of a qualified plan under Section 125 of the Internal Revenue Code shall not change the level or type of fringe benefits available under the current collective bargaining agreement. While the current collective bargaining agreement provides employees with the option of receiving a tax deferred annuity instead

of certain insurance benefits, it is acknowledged that tax deferred annuities are not an allowable option under a Section 125 qualified plan. Therefore, if the Board exercises its right to adopt a Section 125 qualified plan, the plan may offer employees the choice between the insurance benefits specified in the collective bargaining agreement and cash. The cash option shall be in an amount equal to the value of the tax deferred annuity option under the current collective bargaining agreement.

### LONGEVITY

At the beginning of the (15th) fifteenth year of service to the Hopkins Public Schools system, the employees 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.

### TUITION REIMBURSEMENT

Effective for graduate credit earned after July 1, 2010, with a grade of B or better in a graded class or passing in a pass/fail class, a teacher shall be reimbursed the tuition costs incurred by the teacher for graduate credit earned in compliance with the requirements of this contract provision. In no case shall the tuition reimbursement exceed six (6) semester hours in any 5-year period. Hopkins Public Schools will provide a pool amount of \$4,000 per academic year (July through June) for prorated tuition reimbursement. Reimbursement shall not exceed Four Hundred dollars (\$400) per pre-approved credit hour. If tuition requests exceed the provided amount, the \$4,000 will be distributed equally among the employees based on the number of credit hours taken. Request for reimbursement must be made by May 31 and payment will be made on the first pay in July.

In order to be approved, credits must be of a nature that they will contribute to the development of knowledge and skills related to the teacher's assignment or possible future assignment. In order to receive payment for credits earned, all credits must be pre-approved in writing by the Superintendent or his/her designee and earned through an accredited college or university as well as online accredited colleges. The Superintendent shall inform the employee of the disposition of his/her application within ten (10) days. It shall be the teacher's responsibility to file the necessary documentation to verify completion of the requirements and receipt of graduate credit prior to reimbursement.

## ARTICLE XIX EXTRA DUTY SCALE

### A. Extra Duty Positions.

The schedule contained in this article states the extra duty positions.

The Extra Duty Scale for 2015-2016 will be based on the current Salary Schedule and employees advance to their 2013-2014 step.

The Board reserves the right to approve or deny a specific extra duty activity. The presence of an activity in this Article does not guarantee that the activity will be offered.

### B. Filling of Extra Duty Positions.

All extra duty positions will be filled based on who the Board deems to be best qualified taking all relevant information into account.

It is understood between the parties that a contract stipulating extra compensation for a certified teacher performing extra duties has a non-tenured status. Failure of the Board to re-employ a tenured

teacher in a capacity other than as a classroom teacher shall not be deemed a demotion with the provisions of the Tenure Act.

Coaches or activity sponsors who are not otherwise employed as certified teachers are excluded from the collective bargaining agreement.

C. Evaluation of Extra Duty Positions.

Coaches shall be evaluated in writing by an 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 event.

The activity sponsor shall meet with the building administrator to develop expectations for the activity upon which the evaluation shall be based. The activity sponsor shall be evaluated in writing at the conclusion of the school year. The activity sponsor 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 shall observe at least one session.

D. The following positions will be filled if there is sufficient student participation, finances, facilities, and qualified personnel available:



<b>HIGH SCHOOL ATHLETICS</b>	
<b>Fall Athletics</b>	
Cheer - Varsity Sideline	3.0%
Cross Country - Varsity	10.0%
Football - Asst. J.V.	9.0%
Football - Asst. Varsity	12.0%
Football - J.V.	10.0%
Football - Varsity	13.0%
Soccer - J.V. Boys	9%
Soccer - Varsity Boys	11.0%
Volleyball - Freshmen	8.0%
Volleyball - J.V.	9.0%
Volleyball - Varsity	11.0%
<b>Winter Athletics</b>	
Basketball - Freshmen Boys	8.0%
Basketball - Freshmen Girls	8.0%
Basketball - J.V. Boys	10.0%
Basketball - J.V. Girls	10.0%
Basketball - Varsity Boys	13.0%
Basketball - Varsity Girls	13.0%
Bowling - Varsity Co-ed	8.0%
Cheer - Varsity Competitive	10.0%
Wrestling - Varsity	11.0%
<b>Spring Athletics</b>	
Baseball - J.V. Boys	9.0%
Baseball - Varsity Boys	11.0%
Golf - J.V.	8.0%
Golf - Varsity	10.0%
Soccer - J.V. Girls	9.0%
Soccer - Varsity Girls	11.0%
Softball - J.V. Girls	9.0%
Softball - Varsity Girls	11.0%
Track - Varsity Boys	11.0%
Track - Varsity Girls	11.0%
Track - Assistant Coach Varsity Boys	9.0%
Track - Assistant Coach Varsity Girls	9.0%
<b>MIDDLE SCHOOL ATHLETICS</b>	
<b>Fall</b>	
Cross Country - Asst. Coach (provided there are 5 participants at the M.S. level)	6.0%
Soccer - Boys (7th & 8th Grade)	6.0%
Volleyball - 8th Grade	6.0%

Volleyball - 7th Grade	6.0%
<b>Winter</b>	
Basketball - 7th Grade Boys	6.0%
Basketball - 7th Grade Girls	6.0%
Basketball - 8th Grade Boys	6.0%
Basketball - 8th Grade Girls	6.0%
Cheer - Sideline/Competitive - Jr. High	3.5%
Wrestling - Jr. High	6.0%
<b>Spring</b>	
Soccer - M.S. Girls (7th & 8th Grade)	6.0%
Track - Jr. High Boys	6.0%
Track - Jr. High Girls	6.0%
<b>HIGH SCHOOL CLUBS</b>	
Advisor - 10th Grade	2.0%
Advisor - 9th Grade	2.0%
Art Club - H.S.	2.0%
Band Director - Sr. High	11.0%
Choir Director - H.S.	7.0%
Computer Club	1.5%
Detentions	\$20/hr
Drama Club	5.0%
FFA Advisor (incl. summer work)	16.0%
Gifted and Talented	4.0%
Junior Class Sponsor	3.0%
Musical Director	6.0%
Musical Drama/Coreographer	6.0%
Musical Producer	10.0%
Musical Set & Tech Manager	6.0%
National Honor Society Advisor	6.0%
School Improvement Chair	4.0%
Science Fair Coordinator	\$250
Senior Class Sponsor w/ trip	4.0%
Senior Class Sponsor w/c trip	3.0%

Ski Club (resort pass or forfeit pass for 2% which requires maximum 10 trips, minimum of 7)	2.0%
Spanish Club Advisor	2.0%
Student Council Advisor - H.S.	6.0%
Yearbook	4.0%
<b>MIDDLE SCHOOL CLUBS</b>	
Advisor - 6th Grade	2.0%
Advisor - 7th Grade	2.0%
Advisor - 8th Grade	2.0%
Art Club - M.S.	2.0%
Band Director - Jr. High	3.0%
Choir Director - M.S.	3.0%
School Improvement Chair	4.0%
Student Council Advisor - M.S.	2.0%
<b>ELEMENTARY CLUBS</b>	
Detention - Elementary (per/year per/volunteer)	\$125
Elementary Newspaper (4 issues per year)	2.0%
School Improvement Chair (1 per building)	4.0%
Student Council - Elementary	2.5%
Young Authors	2.0%
<b>FORMER SCHEDULE B POSITIONS</b>	
Athletic Director (if no release time)	15.0%
Athletic Director (if released from teaching duties 2 hours)	12.0%
Card Club - Elementary	1.5%

Cheer - Junior Varsity Sideline	2.0%
Cheer - Winter Competitive/Sideline (1 position)	8.0%
Chess Club	1.5%
Choir - Elementary	2.0%
Destination Imagination - HS	2.0%
Drama Club - MS	5.0%
Language Arts Dept Chair	13.0%
Mathematics Dept Chair	11.0%
Newspaper - HS (paid only when combined with yearbook class)	2.0%
OM Coordinator	2.0%
Pep Club	1.0%
Practical & Fine Arts Dept Chair	10.0%
Quiz Bowl	2.0%
SADD Advisor	1.5%
Science Dept Chair	11.0%
Science Olympiad - Jr. High	2.0%
Science Olympiad - Sr. High	2.0%
Social Studies Dept Chair	11.0%
Special Ed. Dept Chair	10.0%
Sycamore Scholars (2 teachers)	2.0%
Track - Academic	2.0%
Young Scholars (2 teachers)	2.0%

1. The salary placement of newly hired individuals covered under the Extra Duty Schedule will be determined by the administration. At the end of each year, all existing staff will be moved to the next appropriate step of their Extra Duty position schedule.
2. Percentages for extra duty assignments will be calculated on the full range of the salary schedule.
3. If two (2) coaching positions are combined, the pay will be 75% of the combination.
4. If any activity is added to the curriculum, the salary will be determined by the Superintendent of Schools after consultation with the Association President.
5. 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.
6. The Board agrees to pay certification course costs for any requirement mandated by the Board.
7. Extra Duty compensation for all seasonal activities shall be paid in the next regular pay period and included in the regular paycheck after all responsibilities for the activity are completed and supervisor approval is received. All other positions shall be paid on the 21<sup>st</sup> payday of each school year.
8. Any non-seasonal extra duty assignment at 10% or more shall be paid as part of the base salary. This would include two assignments in the same category for a combined amount of 10% or more. If 10% or lower, will be paid as stated.

**ARTICLE XX  
INSURANCE**

- A. The Board of Education will provide contributions toward WMHIP (West Michigan Health Insurance Pool) with (3) plan options available for employees to choose from during the open enrollment period. Part-time employees will receive insurance contributions at a pro-rated rate.

The board's monthly contributions toward the cost of the health care plan for full time employees is as follows:

FULL FAMILY	\$1,361.89
TWO PARTY	\$1,044.31
SINGLE	\$ 499.36

Employees will be responsible for all health insurance costs over the monthly hard cap through payroll deductions. The monthly amounts will be based on the appropriate plan the employee selects, and their payment will be any amount that exceeds the monthly cap as detailed above

The Board of Education agrees to allow the teachers to change providers based on termination guidelines of the vendor with written notice of at least forty five days prior to the expiration of this agreement.

D. Dental Insurance. The Board shall provide to all full time bargaining unit employees and their eligible dependents a dental insurance plan, with a 10% cost to the employee.

Class I 100%:

Basic Benefits includes initial and periodic examination; adult and child cleaning; fluoride treatment up to 25 years of age; sealants; restorative fillings; oral surgery; endodontics; periodontics, and a lifetime deductible. (Annual Maximum is \$1000 per person per benefit year for Basic and Major Benefits.)

Class II 100%:

Major Benefits include inlays, onlays, crowns, post/cores and repairs; bridges and repairs; dentures and annual deductible.

Annual Maximum is \$1000 per person per benefit year for Basic and Major Benefits.

Class III (Orthodontic Services):

80% up to a maximum \$1,200 cap and elimination of references to charges that are reasonable and customary. 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.

The Board shall provide to all full-time bargaining unit employees and their eligible dependents a vision insurance plan with a 10% cost to employee.

	In-Network	Out-Of-Network
Exams:	Covered 100%	\$75
Lenses:	100%	Single \$75 Bifocal \$100 Trifocal \$110 Lenticular \$200
Lens Options		
Fashion Gradient Tint	100%	N/A
Progressives (Standard)	100%	N/A
Solid Tints	100%	N/A
Frames:	\$200	\$200
Contact Lenses:		
Elective	\$175	\$175
Medically Necessary	100%	\$220

D. It is the responsibility of all teachers to be properly enrolled for appropriate insurance coverage.

All provisions of the insurance contract shall be controlling in determining eligibility for coverage and benefits. Where more than one (1) member of the same family, i.e., husband and wife, are employed by the Board and are eligible employees for the above-specified health insurance, only one (1) of said employees shall be eligible for health insurance coverage.

The Board of Education will offer in lieu of all insurance benefits (health, dental and vision) a cash option pursuant to a Section 125 Plan of 90% of the district's monthly contribution to the single subscriber health insurance rate spread over the employee's annual paycheck.

The Board of Education will offer in lieu of health insurance benefits a cash option pursuant to a Section 125 Plan of 80% of the district's monthly contribution to the single subscriber health insurance rate spread over the employee's annual paycheck.

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

F. COBRA.

The employer must afford the opportunity for continuation of coverage to employees and certain dependents as defined by Consolidated Omnibus Budget Reconciliation Act of 1985 (PL 99-272) at the employee's expense.

## **ARTICLE XXI EARLY RETIREMENT PLAN**

A. Persons eligible for the Hopkins Public Schools Early Retirement plan must be eligible for retirement under MPSERS.

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 will pay the remaining half of the costs of said coverage.

F. An eligible teacher will be paid a one (1) time payment of four thousand dollars (\$4,000) within ninety (90) days after the last day worked. The total compensation for early retirement plan to be paid to the employee upon retirement is required to be paid by the Board on behalf of the eligible participant into a non-elective 403(b) tax deferred annuity. The remittance of this benefit by the Board on behalf of the eligible participant s shall be subject to and made in accordance with applicable regulations of the Internal Revenue Service and the Board's 403(b) package. The benefits shall be remitted to one of the district's 403 (b) providers. Participants shall not have the option of receiving this benefit in any form other than through a non-elective 403 (b) tax deferred annuity as described above.

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 Schools 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 XXII**  
**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 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 student(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 the 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 through 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 and the damage is not covered by insurance up to a maximum of \$500. If a teacher is injured while in the line of duty, free medical, surgical, or hospital care will be furnished by the Board through an accredited hospital, provided the injury is reported immediately and confirmed in writing, within 48 hours after such injury, to the extent not provided by Worker's Compensation and in a case where the teacher has exhausted the extent of his personal insurance up to the extent of district insurance coverage 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 within existing school Board policy and state laws to insure proper classroom atmosphere.

### **ARTICLE XXIII MISCELLANEOUS**

A. An emergency manager appointed under the local government and school district fiscal accountability act has the authority under the act to reject, modify or terminate this collective bargaining agreement, as provided in such act.

DURATION OF AGREEMENT

THIS AGREEMENT shall be effective as of July 1, 2015 and shall continue in effect until June 30th, 2016. The parties shall meet to begin negotiations at mutually agreed times as soon as reasonably feasible for the 2016-2017 fiscal year.

HOPKINS EDUCATION ASSOCIATION

Paul Carter  
Susan Rigotti-Craig  
Jennifer Belka  
O Z Bell  
Lisa Zapolnik

HOPKINS BOARD OF EDUCATION

Brian McLaughlin  
[Signature]  
[Signature]  
Michael P. Mack  
JP Ty  
[Signature]  
Karen Ryan

ADDENDUM A

HOPKINS PUBLIC SCHOOLS
Personal Business Leave Form

Today's Date: \_\_\_\_\_

I \_\_\_\_\_ would like to request a personal business
leave day on \_\_\_\_\_.

Signed \_\_\_\_\_

All regularly employed teaching personnel shall be allowed to use up to three (3) personal business days each year out of the twelve (12) sick days credited per 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 unless it meets the "Extending School Vacation" guidelines listed below:

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 leaves for any given calendar date.

Amount to be deducted for exceeding this limit shall be 1/"X" of the teacher's annual salary. X shall be based on the number of teacher workdays as approved in the District Calendar.

EXTENDING SCHOOL VACATION

If circumstances occur where a member of the HEA would like to extend a school vacation period, these periods being defined as Thanksgiving Break, Christmas Vacation, and Spring Break, the district will allow a teacher to extend the vacation by using their personal days, up to a maximum of two days. The deadline for leave applications shall be sixty (60) calendar days before the leave would be taken. The district will notify applicants if their leave has been approved within five (5) work days of the deadline.

I am requesting a personal day to extend a school vacation, and I certify that the following criteria are met:

- I have been employed by HopkinsPublic Schools and a member of the HEA for at least one full year.
In the previous school year, I have been absent from work using sick leave for less than eight (8) days.

A maximum of three (3) HEA members from the secondary (6-12) buildings, and two HEA members from the elementary (K-5) buildings would be eligible at each school vacation period.

The administration reserves the right to limit to a maximum of four (4) people per district for any given calendar day. Lesson plans must be turned into the building administrator prior to the extended leave.

Annual deadlines for requests to extend a school vacation:

- Thanksgiving Break: Last Friday in September
Christmas Vacation: Last Friday in October
Spring Break: Last Friday in January

Principal's approval \_\_\_\_\_

Superintendent's approval \_\_\_\_\_

- 1. Teacher to give request to Principal's Secretary
2. Principal's approval
3. Superintendent's approval
4. Copy to Central Office
5. Copy to Principal's Office
6. Copy to teacher



## ADDENDUM B

### 2015-2016 Salary Schedule

	BA	BA+	MA	MA+
<b>0</b>	35,087.50	36,090.00	37,593.75	38,596.25
<b>1</b>	35,619.85	36,690.05	38,108.97	39,133.83
<b>2</b>	36,617.20	37,717.37	39,176.03	40,229.60
<b>3</b>	38,081.90	39,226.06	41,333.55	41,838.79
<b>4</b>	39,605.18	40,795.10	42,372.80	43,512.34
<b>5</b>	41,189.38	42,426.91	44,067.70	45,252.83
<b>6</b>	42,836.96	44,123.98	45,830.41	47,062.94
<b>7</b>	44,550.44	45,888.95	47,663.63	48,945.46
<b>8</b>	46,280.23	47,724.50	49,570.18	50,903.27
<b>9</b>	48,185.74	49,633.48	51,552.98	52,939.41
<b>10</b>	50,113.18	51,618.83	53,615.09	55,056.99
<b>11</b>	52,117.71	53,683.56	55,759.70	57,259.27
<b>12</b>	54,202.41	55,833.92	57,990.09	59,549.64
<b>13</b>	56,370.51	58,064.15	60,309.69	61,931.62
<b>14</b>	57,497.93	59,225.43	61,515.90	63,170.25
<b>15</b>	57,497.93	59,225.43	61,515.90	63,170.25
<b>16</b>	59,222.86	61,002.20	63,361.37	65,065.37
<b>17</b>	59,222.86	61,002.20	63,361.37	65,065.37
<b>18</b>	60,999.55	62,832.26	65,262.21	67,017.33
<b>19</b>	61,999.55	63,832.26	66,262.21	68,017.33

**ADDENDUM C1**  
**Instructional Days and Hours**  
**Grades Young Fives thru 5<sup>th</sup>**

Time teachers arrive to classroom: 7:35 a.m.  
 (Same time for Instructional and Professional Development days)

Half days

Instruction begins: 7:45 a.m.  
 Recess: 15 minutes  
 Lunch Time: 30 minutes  
 Dismissal: 2:55 p.m.

Begins: 7:45 a.m.  
 Dismisses: 11:10 a.m.

Time teachers leave: 3:00 p.m.

TOTALS: Instructional time per day: 385 minutes

Instructional days: 174 full days (@385 min.) = 66,990 minutes =	1,116.50 hrs.
4 half (15 min. recess) half or partial days @190 min. per session = 760 minutes =	<u>12.67 hrs.</u>
TOTAL HOURS	1,129.17 hrs.

178 instructional days

(Minimum state required instructional time: 1,098 hours)

**ADDENDUM C2**  
**Instructional Days and Hours**  
**Grades 6 thru 12**

Time teachers arrive to classroom: 7:35 a.m.  
 (Same time for Instructional and Professional Development days)

Half days

Instruction begins: 7:45 a.m.

Begins: 7:45 a.m.  
 Dismisses: 11:00 a.m.

1st period \_\_\_\_\_  
 Passing time \_\_\_\_\_  
 2nd period \_\_\_\_\_  
 Passing time \_\_\_\_\_  
 3rd period \_\_\_\_\_  
 Passing time \_\_\_\_\_  
 4th period \_\_\_\_\_  
 Passing time \_\_\_\_\_

Lunch Time: 30 minutes

5th period \_\_\_\_\_  
 Passing time \_\_\_\_\_  
 6th period \_\_\_\_\_

Dismissal: 2:43 p.m.

Time teachers leave: 3:00 p.m.

TOTALS: Instructional time per day: 388 minutes

Instructional days: 174 full days (@388 min.) = 67,512 minutes =	1,125.20 hrs.
4 half @195 min. per session = 780 minutes =	<u>13.00 hrs.</u>
TOTAL HOURS	1,138.20 hrs.

178 instructional days  
 (Minimum state required instructional time: 1,098 hours)

ADDENDUM D  
2015-2016 District Calendar

**HOPKINS PUBLIC SCHOOLS**

2015-2016 District Calendar

Jul 2015						
S	M	T	W	T	F	S
			1	2	3	4
5	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	

Aug 2015						
S	M	T	W	T	F	S
						1
2	3	4	5	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					

Sep 2015						
S	M	T	W	T	F	S
			1	2	3	4
5	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		

Oct 2015						
S	M	T	W	T	F	S
				1	2	3
4	5	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

Nov 2015						
S	M	T	W	T	F	S
1	2	3	4	5	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					

Dec 2015						
S	M	T	W	T	F	S
			1	2	3	4
5	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**  
31 DPPD Day - Teachers Only

**September**  
1 DPPD Day - Teachers Only  
2 DPPD Day - Teachers Only  
8 First Student Day

**November**  
24 1/2 Day for Students  
DPPD Day - Teacher Only 1/2 Day PM  
1st Trimester Ends

25 Thanksgiving Break - No School  
26 Thanksgiving Break, No School  
27 Thanksgiving Break, No School

**December**  
21 Christmas Break  
22 Christmas Break  
23 Christmas Break  
24 Christmas Break  
25 Christmas Break  
26 Christmas Break  
27 Christmas Break  
28 Christmas Break  
29 Christmas Break  
30 Christmas Break  
31 Christmas Break

**January**  
1 Christmas Break

**February**  
22 Mid Winter Break - No School

**March**  
4 1/2 Day for Students  
DPPD Day - Teachers Only 1/2 Day PM  
2nd Trimester Ends

**April**  
4 Spring Break  
5 Spring Break  
6 Spring Break  
7 Spring Break  
8 Spring Break

**May**  
30 Memorial Day - No School

**June**  
8 1/2 Day for Students  
DPPD Day - Teachers Only 1/2 Day PM  
9 1/2 Day for Students  
3rd Trimester Ends  
Last Student Day

Jan 2016						
S	M	T	W	T	F	S
					1	2
3	4	5	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						

Feb 2016						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

Mar 2016						
S	M	T	W	T	F	S
						1
2	3	4	5	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					

Apr 2016						
S	M	T	W	T	F	S
						1
2	3	4	5	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					

May 2016						
S	M	T	W	T	F	S
1	2	3	4	5	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				

Jun 2016						
S	M	T	W	T	F	S
						1
2	3	4	5	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					

178 Student Days - 181 Teacher Days

## ADDENDUM E

### LETTER OF AGREEMENT REGARDING ANCILLARY STAFF

The Hopkins Public Schools and the Hopkins Education Association agree:

1. The District has deleted certain terms and conditions of the 2011-2012 and 2012-2013 collective bargaining agreements between these parties, pursuant to sections 15(3) and 15(4) of the Michigan Public Employment Relations Act (PERA).
2. The deleted terms and conditions are in full force and effect with respect to the bargaining unit employees within the HEA collective bargaining unit who are not “teachers” as that term is defined within the Michigan Teachers’ Tenure Act, as amended (sometimes referred to herein as “ancillary staff”).
3. Accordingly, the following articles and provisions of the 2011-2012 and 2012-2013 collective bargaining agreements are applicable to the ancillary staff described above (unless modified within the ratified successor agreement and in that case, the modified provisions are applicable to such staff):

#### ARTICLE V – ANCILLARY STAFF RIGHTS

##### C. Right of Class Assignment.

1. The administration shall provide the ancillary staff with his or her written assignment by August 1 prior to the school year.

No ancillary staff 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.

The administration has the responsibility to explain reasons for the change in ancillary staff 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.

#### ARTICLE VIII - LEAVE OF ABSENCE

##### G. Anticipated Prolonged Disabilities

9. An APD leave, beyond FMLA, will be without pay and fringe benefits, without experience credit, and without sick leave accumulation. Upon return from APD leave, the ancillary staff shall be restored to the same position on the salary schedule as when he/she left and be entitled to other

benefits prior to said leave providing the teacher worked 150 school days in the year the leave was granted.

#### ARTICLE XIV - WORKING CONDITIONS AND ASSIGNMENTS

##### J. Seniority.

###### 6. 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, 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 to reduce the educational program, curriculum and staff. Ancillary staff 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 ancillary staff employees will be laid off first where any ancillary staff 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 non-probationary ancillary staff must be laid off, layoff shall be on the basis of seniority, provided that the ancillary staff to be retained is qualified 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 the 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. Ancillary staff shall be notified in writing 30 days, or earlier, before the end of the semester regarding lay-off.

###### 7. Recall:

Ancillary staff 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 qualified. No new ancillary staff shall be employed by the Board while there are ancillary staff of the district who are on layoff who are qualified as established in Section J.4 of this Article. Recall notification shall be given in writing to those being recalled.

a. Ancillary staff who is notified of recall by registered mail, at the last known address maintained in the Superintendent's office, and fails to respond in writing within fifteen (15) days of mailing the recall notice, shall be conclusively considered to have abandoned employment in the district. The Association will be notified of recall of individual employees.

b. Laid off ancillary staff will have a right of recall for a period not to exceed three (3) years following the effective date of layoff. Ancillary staff refusing an offer of recall to a position for which the ancillary staff is certified and qualified will result in the ancillary staff being deemed a voluntary quit and forfeiting any right of recall unless the ancillary staff at the time of the offer of recall is employed under contract by another Michigan school district, in which case the

ancillary staff will continue to be eligible for recall during the three-year period following the effective date of layoff.

9. A recall list shall be maintained by the Board so long as ancillary staff employees are laid off. It is the specific obligation of the laid off ancillary staff 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 bargaining unit employee 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. It is understood and agreed that in the event a probationary ancillary staff is laid off, such layoff shall automatically terminate the individual employment contract of the probationary laid-off ancillary staff, 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 a 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 ancillary staff 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 evaluations. The Board and administration shall have final say in who is hired for the position with respect to the preceding criteria.

d. Employees who desire to be considered for the vacant position must file a written notice of their interest in the vacant position with the Superintendent. Before any vacancy is filled, the certification and qualifications of each ancillary staff who has filed a notice of interest in the position shall be reviewed and an interview will be granted.

e. When a vacancy occurs during the school year, it may 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.