

MASTER AGREEMENT

between

HOLLY AREA SCHOOLS BOARD OF EDUCATION

and

THE HOLLY EDUCATION ASSOCIATION MEA/NEA

2013 – 14

2014 – 15

2015 - 16

Expires: June 30, 2016

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MASTER AGREEMENT
between
HOLLY AREA SCHOOLS BOARD OF EDUCATION
and
THE HOLLY EDUCATION ASSOCIATION MEA/NEA

This Agreement is entered into this March 25, 2013, by and between the Board of Education of the Holly Area Schools, Holly, Michigan, hereinafter called the "Board" and the Holly Education Association, MEA/NEA, hereinafter called the "Association."

ARTICLE I RECOGNITION
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- A. The Board hereby recognizes the Association as the exclusive bargaining representative for all certified personnel under contract, including the school social worker(s), and speech and language pathologists, but excluding the superintendent of schools, the assistant superintendents, director of instructional programs, administrative assistant(s), principals, assistant principals, special education director, athletic director, substitute teachers, community education teachers, adult education teachers, operational support specialist or any acting administrator from outside the bargaining unit. In the event that a bargaining unit member is selected as an acting administrator, the member will remain in the bargaining unit for a period of time not to exceed 90 school days, without prior consultation with the Association. Bargaining unit members selected as administrative interns will remain in the bargaining unit. Salary, benefits, and seniority shall continue uninterrupted.
- B. The Board agrees not to negotiate with any teacher or teacher organization other than the Association for the duration of this Agreement.

ARTICLE II AGENCY SHOP & PROFESSIONAL DUES & PAYROLL DEDUCTIONS
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- A. The Board and the Association agree that every member of the recognized bargaining unit shall have the right freely to join and support the Association.
- B. Any bargaining unit member, who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of dues in the Association, which sum shall be as established from year to year by the Association, and which shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of any given year. Pursuant to such authorization, the Board shall deduct one-tenth of such dues from the second regular salary check of the teacher each month for ten months, beginning in September and ending in June of each year. Deductions for teachers employed after the commencement of the school year shall be appropriately prorated to complete payments by the following June. All association deductions will be in compliance with current law. Any authorization form which is incomplete or inaccurate will be returned to the Association by the Board.
- C. Any teacher may select direct cash payments to the Association in lieu of signing a dues deduction form. If a dispute arises as to whether or not an employee has properly executed a dues deduction authorization form, it shall be reviewed by a representative of the Board and a representative of the Association. Until there is a clarification of this matter, no further deductions shall be made.

- D. In the event a teacher leaves the employ of the Board and accrued wages and salaries due said teacher are inadequate to cover deductions due the Association, then the Board's remittance or payment responsibilities shall not exceed the accrued wages and salaries due said teacher.
- E. Each employee covered by the negotiated Agreement between the Board of Education for the Holly Area School District and Holly Education Association shall, as a condition of employment, 1) on or before thirty-one (31) days from the date of commencement of professional duties join the Holly Education Association or 2) pay a service fee to the Association pursuant to the Association's "Policy Regarding Objections to Political-Ideological Expenditures" and administrative procedures adopted pursuant to that policy. Such sum shall be deducted as dues from the regular salaries of all member teachers and remitted not less frequently than monthly to the Association.

The service fee shall not exceed the amount of Association dues collected from Association members. The bargaining unit member may authorize payroll deduction for such fee. In the event that a bargaining unit member shall not pay such service fee directly to the Association or authorize payment through payroll deduction, the employer shall, at the request of the Association, deduct the service fee from the bargaining unit member's salary and remit the same to the Association under the procedure provided below.

After a service fee payer has utilized the Association's administrative procedures, the procedure in all cases of non-payment of the appropriate service fee shall be as follows:

1. The Association shall notify the bargaining unit member of non-compliance by certified mail, return receipt requested, explaining that he or she is delinquent in not tendering the service fee, specifying the current amount of the delinquency and warning him or her that unless the delinquent service fees are paid or a properly executed deduction form is tendered within fourteen (14) days of the association's notification to the bargaining unit member, he or she shall be reported to the employer and a deduction of service fee shall be made from his or her salary.
2. If the bargaining unit member fails to comply, the Association shall give a copy of the letter sent to the delinquent bargaining unit member and the following written notice to the employer at the end of the fourteen (14) day period.

The Association certifies that [Name] has failed to tender the periodic service fee required as a condition of employment under the Agreement and demands that, under the terms of this Agreement, the employer deduct the delinquent service fees from the collective bargaining unit member's salary.

The Association certifies that the amount of the service fee includes only those items authorized by law.

3. The employer, upon receipt of said notice and request for deduction, shall make such involuntary deductions. In the event of compliance at any time prior to deduction, the request for deduction will be withdrawn. The Association, in enforcing this provision, agrees not to discriminate between bargaining unit members.

Bargaining unit members may object to the use of the service fee for matters not permitted by law. The procedure for making such objections is that officially adopted by the Association. A copy of the Association's policy will be provided by the Association pursuant to the Association's "Policy Regarding Objections to Political-Ideological Expenditures."

- F. The Association agrees to provide the Board with the names of any and all teachers selecting direct cash payment to the Association for Representation Benefit Fees or Association Dues and the Board agrees to provide the Association with the names of any and all teachers who have signed and delivered authorization forms for either Association Dues or Representation Benefit Fees.
- G. Teachers employed for less than the full normal annual work assignments (whether employed all year for a partial day or part of a year for full days) shall pay prorated dues or Representation Benefit Fees in accordance with Association policy.
- H. Deductions for each calendar month, whether for Professional Dues or Representation Benefit Fees, shall be remitted to the designated financial officer of the Association, on or before the tenth day of the month following the month in which the deduction is made.
- I. The Association agrees to assume the legal defense of any suit or action brought against the Board regarding the Agency Shop provision of this Article of the collective agreement. The Association further agrees to indemnify the Board as the result of said suit or action, subject however, to the following conditions:
 - 1. The damages have not resulted from the negligence, misfeasance, or malfeasance of the Board or its agents.
 - 2. The Association, after consideration with the Board, has the right to decide whether to defend any said action or whether or not to appeal the decision of any court or other tribunal regarding the validity of the section of the defense which may be assessed against the Board by any court or tribunal.
 - 3. The Association shall have the right to compromise or settle any claims made against the Board under the Section.
 - 4. If this save harmless provision is found to be unlawful, the district shall have no further obligation to institute involuntary dues deduction.

ARTICLE III
ASSOCIATION AND TEACHER RIGHTS AND RESPONSIBILITIES

- A. The Association shall have the use of buildings for meetings. Such meetings must be prearranged with the administration by completing a building use request form.
- B. Thirty (30) days per year for Association business shall be allowed with not more than three (3) consecutive days being used by any one individual per occurrence. Regularly scheduled release time for the Association President will be arranged in consultation with the building principal. For any days used past the allotted 30 the association will reimburse the employer the full cost of the substitute teacher. Such time shall not be used for picketing, and/or support of activities connected with a strike or other illegal activities. Additional days may be added during contract negotiations at the discretion of the Superintendent.

In the event an officer of the Association or representative is required by the Board or the administration to leave their teaching station during the normal school day, the administration will provide a substitute and this time will not be charged against the Association business days. The definition of a substitute will be determined by the Board.

- C. Representatives of the Association may use any communication technology for Association business during the school day as long as such usage does not interfere with teaching or normal school operations. Association credit cards will be used for toll calls.
- D. The Board will furnish the Association reasonable requests for public information.
- E. The Association may request to be placed on the Board Agenda through the superintendent of schools. It is understood that grievances will follow the grievance procedure as outlined elsewhere in this contract, and that the Association must first utilize the proper channels of communication before matters may be properly brought before the Board.
- F. One (1) bulletin board shall be furnished per school for use of the Association. The Association will control the use of these boards. Reasonable judgment will be used in the selection of materials to be posted.
- G. Teachers will not be prevented from wearing insignia or other identification of membership in the Association on school premises. Good and reasonable judgment shall be considered by the Association.
- H. Teachers can work in their school buildings after school and during vacations on matters relating to their job responsibilities. Teachers shall follow district and building policy regarding the use of facilities.
- I. Building policy will govern the use of telephones for personal and school business.
- J. Insofar as it does not affect the performance of a teacher or the operation of the school, the private and personal life of any teacher is not within the appropriate concern of the Board.
- K. It is the responsibility of all teachers to provide quality education. This requires careful daily preparation and self-improvement.

- L. All teachers shall have lesson plans prepared in advance for the guidance of substitute teachers according to building policy.
- M. Teachers are expected to exercise the same concern and control over all students regardless of the fact that they may or may not be directly under their classroom supervision.
- N. Teachers will attend the following meetings unless they are excused with prior approval by their Principal/Supervisor.
 - 1. Graduation, senior high school teachers only
 - 2. Open houses, K-8 teachers only
 - 3. Regularly scheduled staff meetings
 - 4. Parent-teacher conferences

ARTICLE IV CERTIFICATION AND PROFESSIONAL DEVELOPMENT
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- A. It is the sole responsibility of the association member to maintain current professional credentials including, but not limited to, state certification, endorsements, and highly qualified status. Renewal documentation must be submitted to the district prior to expiration.
- B. Annual Professional Development Requirements
 - 1. All certified personnel and professionals shall be required by state law to complete their annual professional development (30 hours) for any given school year by June 30.
 - 2. All parties recognize the importance and power of professional collaboration. As such, association members are expected to attend all district and building level professional development days.
 - 3. For those professionals with less than a full time position, the required thirty (30) hours of annual professional development shall remain.
 - 4. In the event that an association member is unable to complete the required 30 hours of professional development by June 30 of the current school year, an equivalent amount of per diem pay will be deducted from the employee's first pay in August of the same calendar year.
- C. Approved Professional Development Activities
 - 1. All district or building sponsored professional development will meet the 30 hour annual requirement.
 - 2. Non-district sponsored professional development may meet the district and state (appendix A) requirements but require prior approval from the building administrator or the Assistant Superintendent of Curriculum & Instruction.
 - 3. Graduate coursework may not be used to fulfill the 30 hour annual requirement

D. Probationary Requirements

1. For one (1), two (2), and three (3) year probationary teachers, two days of attendance is required at the district teacher academy prior to the first day of school. These two (2) days count toward the 90 hours required of probationary teachers. Additional days of attendance, if offered, may count toward the 30 hours annual requirement.
2. Newly hired certified professional who have achieved tenure in another Michigan school district prior to employment with Holly Areas Schools, shall only be required to obtain the thirty (30) annual professional development hours. Further, the two-day academy, which occurs prior to the first teacher day of the school year, shall be mandatory and attendance will not count toward the thirty (30) annual requirements for the first year of probation only.

ARTICLE V PROFESSIONAL COMPENSATION
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- A. The basic salaries of teachers covered by this Agreement are set forth in Schedule A which is attached to and incorporated into this Agreement. Such salary schedule shall remain in effect during the life of this Agreement. Salary and leave days will be prorated based on the portion of the year worked.
- B. Extra curricular salaries will be as set forth in Schedule B which is attached to and incorporated into this Agreement.
 1. Extra curricular positions are voluntary and appointments are made annually by the superintendent and are not to be construed to provide tenure in position as a result of annual appointments.
 2. The procedure of evaluation and letter of appointment for all athletic extra curricular activities to be offered shall be as follows:
 - a. The Board-designated administrative supervisor will evaluate all coaches. The coaches will receive these evaluations at a conference scheduled after the end of the season or the end of the year, whichever comes first. The coach may attach a letter stating objections to the evaluation within three (3) days after receiving the evaluation.
 - b. Letters of appointment for each activity, with job descriptions attached, will be offered to those employees to be re-hired five (5) weeks after the end of the season or the end of the year, whichever comes first. Letters of appointment will state salary, weeks of employment, and payment options, including options to minimize federal and state tax payments.
 - c. In the event that the Superintendent does not reappoint a coach, that coach shall receive a letter stating specific reasons. This letter shall be given at the same time that letters of appointment are distributed. Letters of appointment/non-appointment will be offered after:
 1. A written evaluation is made the Board designated administrative supervisor.

2. A conference is held between the Board designated administrator and the coach.
 3. The evaluation is offered for signature and dated by the coach. A copy of the evaluation will be furnished on request to the coach responsible for the activity.
3. Letters of appointment must be returned to the superintendent not later than two (2) weeks after the letter is issued. Letters of appointment returned unsigned will be considered as a rejection of such appointment.
4. New or open extra curricular positions and pay for them will be posted by the Association after being notified by the superintendent. Candidates for the position from the Association with the most experience and best qualifications will be given preference.
5. If an appointment is refused and the superintendent can find no qualified replacement within or outside the bargaining unit, the Association may be asked to submit recommendations to insure that the program or activity will be offered to students.
6. The procedure for appointment for all non-athletic extra curricular activities shall be as follows:
 - a. The building administrator will conduct an annual review of all non-athletic extra curricular activities.
 - b. Requests for extra duty contracts, including position, payment amount, and duties, will be provided to the employee prior to the start of the extra duty.
7. The Board of Education maintains the right to establish and cancel all extra curricular activities or positions.
8. The procedure for a teacher establishing new extra curricular activities shall be as follows. At the request of a teacher the Association will assist in this process.
 - a. A description of the activity and a list of goals and/or objectives shall be submitted to the teacher's building principal and the Association.
 - b. A job description shall be written in accordance with the format for same.
 - c. The principal shall submit the request for the new activity for approval by the superintendent and the Board of Education. New activities may be initiated through this process by a teacher.
 - d. If the activity receives Board approval, the opening for the coach or sponsor will be posted and a salary set by the administrator for the first year of the activity. The coach or sponsor will submit a written evaluation to the administration at the end of the first season or year, whichever comes first. The principal shall also evaluate all new activities and recommend to the superintendent the continuation or discontinuation of the new activity. If the Board determines that the activity is to be continued, the salary will be negotiated as part of the Master Agreement.

9. Extra curricular files, including evaluations, etc. shall be kept separately from a teacher's personnel file, and the teacher(s) shall promptly receive a copy of any material placed in such file. Teachers can review their own file in the presence of an administrator or a person designated by the administration. The teacher may request a representative of the Association to be present at such review. Confidential credentials shall be excluded from review.

C. Experience Credit.

1. Experience credit and regular increments, up to one (1) year, shall be given for leaves of absence without pay that may be granted upon written application by the Board of Education for:
 - A. educational improvement
 - B. study, research or special training assignment
 - C. health or illness
2. Administrators who are transferred to a teaching position will be allowed credit on the salary schedule for Holly administrative experience in addition to teaching experience in accordance with this section. They will be paid according to the teacher's salary schedule.

NOTE: Seniority and salary schedule credit may not be identical and are not to be interpreted or applied in the same fashion; see Article VIII G. and Article XXIV C.

3. Regular increments will be added to each teacher's contract for each full year of teaching in the Holly Area Schools as reflected in Schedule A pursuant to PA54 of 2011.
4. Teachers with public school teaching experience will be granted up to four (4) years of experience. If the superintendent deems the position difficult to fill, the superintendent may grant additional experience. Such postings will offer additional experience credit.
5. Any teacher who has taught on a half-day (1/2) schedule or more shall be given a full year's credit for that year of teaching experience. If the teacher remains in a half-time or greater position, the salary shall be computed in the following fashion: If the teacher has taught five (5) years in a half-time position, the teacher will be placed on the fifth step of the forthcoming school year and will receive one-half (1/2) of that figure. If said teacher would become a full time teacher, the teacher would receive the full amount stipulated by the particular step. If a classroom teacher teaches less than half-time (1/2), placement on the salary schedule will be determined in the following manner: Two (2) years of less than half-time (1/2) teaching experience will earn one (1) step on the salary schedule.

D. Salary Deductions.

When it becomes necessary to deduct from a teacher's salary because of absence or tardiness, the amount to be deducted shall be on a per diem or prorated hourly basis.

Per Diem rate shall be computed by dividing the contract amount by the number of teacher days. The hourly rate shall be the daily rate divided by seven and one-half (7 1/2) hours.

- E. All teachers shall have 100% of their wages paid through direct deposit at a financial institution of their choice.

Teaching salaries will be paid in twenty four (24) equal installments on the 10th and the 25th of each month. The schedule of pay dates for the year shall be published to teachers by the start of each school year. Pay days that would occur on a bank holiday or weekend will be paid on the weekday immediately preceding the schedule pay day. This will be paid on the weekday immediately preceding the scheduled pay day.

- F. Teachers required substitute during their normal preparation or conference time will be reimbursed according to Schedule C.

- G. Compensation for curriculum development outside the contract day or school year shall:

1. Be compensated as set forth on Schedule C;
2. Be voluntary;
3. Be approved by the assistant superintendent for instruction, including:
 - a. Project goals and tasks
 - b. Project budget

ARTICLE VI TEACHING HOURS

- A. The teaching year will be equitable in teaching hours for all full time teachers as reflected in the calendar. The teaching day shall be defined as the number of continuous hours a teacher is required to work within the district. No teacher shall be required to report for duty earlier than fifteen (15) minutes before the opening of a pupil's regular school day. Except in an emergency when additional supervision may be needed, teachers shall be permitted to leave fifteen (15) minutes after the end of the student day. Teachers are encouraged to remain for a sufficient period after the close of the teaching day to attend to those matters which properly require attention at that time including consultation with parents when scheduled directly with the teacher. On a delayed start or early release in-service day, teachers will work their regular teaching day.
- B. Except under emergency conditions and when teachers have other assignments, all teachers will have a duty free uninterrupted lunch period for a minimum of thirty (30) continuous minutes.
- C. All teachers will be provided time for preparation during their work day. A preparation period shall be used for the preparation of instructional materials, correction of papers and tests, meeting with administrators, parents, students and teachers which are instructional in nature. When it is necessary for administrators to schedule parent meetings, teachers will be consulted concerning their availability. Administrative use of preparation time shall be limited to no more than 20% of assigned preparation time on a daily or weekly basis.
- D. Every attempt will be made by administration to provide preparation time to teachers in 25 minute blocks of time. If building(s) student schedules are modified for economic or educational reasons, total preparation time for teachers shall remain the same or comparable to their present weekly prep time (275 minutes). In order to implement an innovative building instructional program/project

approved by the School Improvement Team and the building administrator, teachers involved in this program/project may choose to alter the 275 minutes of planning time per week, as long as each teacher receives an average of at least 275 minutes per week over a two week period.

- E. A teacher may voluntarily accept a teaching assignment in place of his/her daily preparation time at a rate of \$100 per student per trimester. It is understood that:
 - 1. Teaching assignments in lieu of preparation time are strictly voluntary. Willingness to participate or lack thereof will not positively or negatively affect the teacher's evaluation.
 - 2. Building administration will notify teachers of possible teaching during preparation period opportunities prior to completing the master schedule building process.
 - 3. Teachers will notify building administration if interested in accepting a teaching assignment in lieu of preparation time in a timely manner.
 - 4. All interested teachers will be considered for possible teaching assignments.
 - 5. Teaching during preparation time assignments will be equitably distributed amount qualified interested staff, as determined by building administration to be the best fit.
 - 6. This process will be reviewed annually through the term of this agreement.
- F. Recess, dismissal and lunch duties will be assigned equitably to all professional staff. Recess and lunch duties are not supervisory and will be on an on-call basis. When teachers choose to provide recess to students, other than any available recess supervised by noon-recess assistants, they will assume full responsibility for the supervision of students. This may include a cooperative shared responsibility among several teachers approved by the building administrator.
- G. In the spirit of collaboration no time may be added to the teacher work day without prior discussion between administration and the association.

ARTICLE VII TEACHING CONDITIONS
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- A. The Board and administration will make every effort to limit class sizes as follows:

Grades K – 2	26 students average per day
Grades 3 – 5	30 students average per day
Grades 6 – 12	30 students average per period per day
- B. This is exclusive of special classes that can customarily handle more than the above, i.e., gym, vocal music, instrumental music, etc.
- C. Class sizes for K-12 will be determined at the end of the sixth (6) week of each trimester. If class sizes exceed the class size limits, the affected teacher will be compensated as follows:

K-5	\$135/trimester per student over the limit
6-12	\$40/trimester per student over the limit
- D. The building administrator will forward to the business office a list of classroom teachers eligible for Class Size compensation, along with the number of students above the limit.

- E. Within any K – 8 building, a grade level or a team may choose to flexibly schedule students and exceed class size limits. Article VI.B. would not be applicable if all teachers and the building administrator involved agreed to such a variance. Copies of the written agreement, signed by all parties, would be forwarded to the HEA President and the Superintendent.
- F. The Board will strive to limit the number of students in Specials (K-8) and Science, Industrial and Practical Arts (7-12) by the number of teaching stations available.
- G. The Board will annually establish a budget for teaching supplies. Building Administrators will provide each teacher and department with an annual budget.
- H. Teachers who have been assigned mainstreamed special education students will receive a complete list of special needs students and their disability areas within the first week of the school year. Subsequently, each trimester teachers will receive an updated tracker form, if necessary, from the caseload teacher for each special education student in their classrooms.
- I. The School Improvement Team will provide input to the building administrator in developing an emergency substitute plan.
- J. Teachers required to transfer the contents of their entire classroom and to prepare their new classroom between the first day of school and the last day of school, and who must attend to this transfer during non-school time, i.e. weekends or evenings, will be provided with:
 - 1. Up to one compensation day, or
 - 2. Up to one paid day at substitute rates, or
 - 3. Up to one substitute teacher provided to supervise students while the transfer occurs during the school day.
- K. Compensation days or substitute teacher coverage will be scheduled with the approval of the building administrator.

ARTICLE VIII PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS

- A. All teachers shall be given written notice of their tentative teaching assignment for the forthcoming year no later than June 1st of the preceding school year. In the event of any type of change, all teachers affected and the Association will be promptly notified.
- B. Employee assignments for those hired beginning with the 2013-14 school year will be based on 1) qualifications, certifications and Highly Qualified status held at the time and date of hire and 2) the primary certification(s) for which the employee was originally hired. The primary certifications for which the employee was originally hired will be identified at the time of hire and recorded in the employee's personnel file. Additional certifications held at the time of hire or earned after the original hire date will be considered "secondary" certifications and may not be considered during layoff and recall, bumping, reassigning of assignments, or vacancy.

C. Administrative Interns

Bargaining unit members selected as Administrative interns shall:

1. Perform no evaluative tasks regarding bargaining unit members.
2. Maintain appropriate confidentiality of information/data.
3. Defer complaints of a serious nature (which could result in disciplinary action against a bargaining unit member) to the building administrator.
4. Be provided with a job description by their supervising administrator.
5. Serve in a specific internship for a period not to exceed three (3) trimesters.
6. Be provided an evaluation of their internship performance, to be incorporated into their personnel file only at the request of the administrative intern.
7. Be compensated at their daily rate, if they work additional days beyond their regular teaching schedule.

D. Mentor Teachers

1. Tenured bargaining unit members will be given first consideration for appointment.
2. Participation will be voluntary.
3. Bargaining unit members selected as mentors will not participate in the evaluation of the probationary teachers.
4. An attempt will be made to match the mentor and probationary teacher in such areas as building, grade level and/or instructional areas.
5. Mentors may receive training in preparation for their responsibilities. Such training will be at district expense.

ARTICLE IX VACANCIES AND TRANSFERS

- A. The Board and Association define a vacancy as any open position including newly created positions, within the bargaining unit. Teachers may apply for vacancies as defined.
- B. The Board will notify the Association of vacancies that occur within the bargaining unit. These vacancies will be posted by the Association. The posting period shall be ten (10) calendar days which shall be indicated in the posting notice. The Board will notify bargaining unit members of vacancies that occur during the summer months by email. -Should a vacancy occur between August 15th and September 30th for the school year immediately following, the district shall post such vacancies for five (5) calendar days.
- C. Vacancies will be filled according to qualifications and certifications. Qualifications will be determined by the Board.
- D. The Association and the applicant shall receive written notice of the decision regarding vacancies. If the applicant is not accepted, he/she will receive written notification within ten (10) days after the position is filled.
- E. The Board recognizes that positions may open during the year that a staff member would like to make application for, but it would be educationally undesirable to change positions during the school year. In such instances, the person will make a written application for this position at the time of posting.

- F. The Association recognizes that administrators in the Holly School District who enter or re-enter the bargaining unit will have priority for teaching positions, and may displace non-tenure teachers provided that in the Board's discretion the administrator is qualified and certified for a position in the bargaining unit. Administrators will retain such seniority time as they have accumulated while teaching in the Holly Area Schools, provided that their employment is continuous. An administrator who returns to the bargaining unit will receive two years of seniority for each year of teaching, up to the number of years that were served as an administrator in the Holly Area Schools.

Example:

4 years teaching experience, Holly Schools
6 years administrative experience, Holly Schools

After returning to the classroom for one year, the above teacher would have 6 years of seniority with the teachers' bargaining unit.

- G. A list of summer school vacancies shall be posted and upon request a copy shall be furnished the Association President.

H. Voluntary Transfers

Any teacher may request an assignment/transfer to a different class, building, or position by submitting a written request, one (1) copy of which shall be filed with the superintendent and one (1) copy will be filed with the Association. The request will set forth the reasons for the assignment/transfer, the school, grade or position sought, and the teacher's academic qualifications. All requests for possible assignment change must be submitted by April 1.

A request for transfer is not to be considered as an application for any vacancy.

I. Involuntary Transfers

An Involuntary Transfer is defined as an assignment that involves a change in buildings, in case of emergency, or to prevent undue disruption of the instructional program. The following factors will be equally considered when determining an involuntary transfer; qualifications, certification, program needs and seniority if all else is equal.

1. Prior to an involuntary transfer occurring, the Board shall make every effort to facilitate a voluntary transfer through written notification of the need for the transfer to the members of the staff in which the change shall occur. The Board shall not take any action until after 5 calendar days of written notification.
2. For any ancillary staff including social workers, speech and language pathologists, counselors, resource rooms teachers, teacher consultants, etc. prior to an Involuntary Transfer a meeting will take place to determine the appropriate program needs for the district. The members of this meeting will include the following district personnel: Human Resources Director, appropriate program or building administrator, individuals involved in the transfer and a representative of the HEA.
3. The Association and teacher will be notified ten (10) calendar days before such transfers are to be made. Written notification shall include the reasons for the transfer.

4. The Association or the teacher may request a meeting with the superintendent or designee within 10 calendar days of notification to request additional information or challenge the reasons. Such a meeting shall be scheduled within 10 calendar days of the receipt of written request.
- J. The Association and applicant shall receive written notice of the decision regarding transfers.
- K. The Board will notify the Association when administrative posts are available.
- L. The Board will consider any requests for shared time teaching. Each request will be considered on an individual basis. Benefits under shared time teaching shall be as follows:
 1. Health insurance benefits will be prorated based on the portion of the year that is to be worked. All other insurance benefits will be as provided in the Master Agreement.
 2. Salary and leave days will be prorated based on the portion of the year worked.
 3. Full seniority will be granted for one-half time or more teaching.

ARTICLE X WORKERS' COMPENSATION
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It is the teacher's responsibility to immediately report injuries to a building administrator or designee who will provide the appropriate forms for proper filing with the worker's compensation insurance carrier.

If less than eight (8) days are missed, the Board will pay the teacher's daily wage without loss of leave. Beyond the eighth (8th) day a teacher may elect to use accumulated sick days to make up the difference between the teacher's daily rate of pay, and the amount paid under Michigan Workers' Compensation. At no time will the total daily rate received (the combination from workers' compensation and the district) exceed the teacher's daily rate.

ARTICLE XI PAID LEAVES

- A. All teachers will receive twelve (12) full leave days at the beginning of the school year. Teachers scheduled to teach less than a full day will be provided prorated leave days. Teachers will accumulate unused leave days from year to year. Unused leave days will be posted on teachers pay notification.
- B. Teachers will turn in requests for leave days in advance as indicated below. Every attempt will be made to provide a written disposition to leave requests prior to the date the leave is to occur. If an answer is not received the work day prior to leaving, the teacher will call the personnel office and inquire about the status of the request. It is guaranteed that an answer will be given to the teacher that day.

Leave days may be used and deducted from accumulated leave for the following reasons:

1. Personal illness.
2. Funeral of non-relative, minimum one-half (1/2) day per occurrence, with a maximum of two (2) days per year.
3. Medical or dental reasons where the teacher's presence is required and cannot be scheduled on a day other than a teacher's work day providing a written request specifying the general reason is received three (3) school days in advance by the principal, except in emergencies, when a shorter notice will be acceptable.
4. Paternity Leave
 - a. A maximum of five (5) consecutive days per year will be allowed
 - b. Leave is designed to occur immediately following the birth of the child.
5. Serious illness in the immediate family or bereavement of an in-law.
 - a. Immediate family member is defined as husband, wife, sister, brother, mother, father, son, daughter, grandparent, grandchild, and in-laws of the same relationship. (Bereavement of mother-in-law or father-in-law covered under Article X. C. 1. a.)
 - b. A maximum of five (5) days per year will be allowed.
 - c. Extensions beyond the five (5) days may be granted at the superintendent's discretion.
6. Religious Observances:
 - a. A maximum of three (3) days per year may be used for religious holidays which occur on a scheduled work day.
 - b. Written application to immediate supervisor is received no less than seven (7) days in advance.
 - c. Date of receipt of written request by the superintendent will determine priority.
 - d. No more than three percent (3%) of the total teaching staff will be excused on a given day.
7. Anticipated Prolonged Disability

Any teacher that can anticipate a prolonged disability (such as scheduled surgery, other confinement to home or hospital including maternity) will notify the building principal in writing as soon as possible. The notification will contain the projected dates of confinement. It is understood that use of sick leave will be only for the duration of the actual incapacity and the Board reserves the right of periodic written verification of disability and/or consultation with or from a physician. In case of childbirth notification will be at least thirty (30) calendar days in advance of the projected period of confinement. A teacher must teach until actually disabled as verified by a physician and return as soon as recovered.

8. Personal Business Day

- a. A personal business day shall be defined to include important, personal activities which cannot be scheduled outside of regular school hours.
- b. The teacher will deliver a written request to the building principal at least three (3) days in advance.
- c. Teachers may use three (3) days per year, provided it does not immediately precede or follow periods on the school calendar designated as holidays or vacation days.
- d. No more than two (2) personal days can be used consecutively.
- e. Personal days may not be combined with unpaid days.
- f. Personal days shall not be used the first (5) days or last (5) days of school for students.
- g. Personal days shall not be used on any district in-service day.
- h. Not more than three (3%) percent of the total teaching staff will be excused on a given day and the date the request is received by the superintendent will determine priority.
- i. The superintendent may grant exceptions due to special circumstances, at the superintendent's sole discretion.

C. Leaves with pay not to be charged against the teacher's accumulation of leave time:

1. Bereavement Leave.

- a. A maximum of five (5) days in each instance in the case of death of husband, wife, sister, brother, mother, father, son, daughter, aunt, uncle, grandparent or grandchild, or mother-in-law or father-in-law.
- b. In the case of necessary extension of leaves for bereavement or terminal illness due to weather or travel emergency, the teacher will be reimbursed the difference between regular daily rate and a substitute's daily rate.

2. Selective Service physical examination.

3. School Cancellation

- a. In the event school is closed for students due to inclement weather or other emergency causes, teachers shall not be required to report for duty, and the day/hours of instruction shall be rescheduled in accordance with the school district/building calendar(s) as set forth in this agreement. Teachers shall not receive additional compensation for the rescheduled days/hours of instruction. If, due to statutory change or modification, the school district can count days/hours school is closed for students due to inclement weather or other

emergency causes as days/hours of pupil instruction for state aid purposes, and/or if the school district is not required to make up days/hours of student instruction without a loss of state funding, teachers shall not be required to make up days/hours school is closed for students as a result of inclement weather or other emergency causes and shall not lose pay or paid leave.

- b. In the event of school cancellation, staff may be required to report to work up to two (2) days for the purposes of collaboration or other professional duties if weather and travel conditions are reasonable, administration will confer with the HEA prior to making the decision.
3. Legal or professional reasons where the teacher's presence is required and it cannot be scheduled on a day other than a teacher's workday.
- a. Teachers will deliver a written request specifying the general reason three (3) days in advance to the principal.
 - b. Teachers will have two (2) days per year non accumulative.
 - c. Not more than two (2%) percent of the total teaching staff will be excused on a given day and the date the request is received by the superintendent will determine priority.

D. Leaves of absence may be granted by the Board with pay for teacher exchange programs.

E. Jury duty.

A leave of absence will be granted a teacher called for jury service, provided that the Board will only be obligated to pay an amount equal to the difference between the teacher's salary as computed on a daily basis as set forth in this contract and the daily jury fee paid by the court excluding mileage reimbursement.

F. Court appearance.

A teacher required by subpoena to appear in court to give testimony as a witness will receive full pay provided such appearance is not brought against the Board by the Association or teacher. A teacher may not receive more than the per diem rate, including any pay received as a witness excluding mileage reimbursement.

ARTICLE XII UNPAID LEAVES

A. Leaves of absence without pay that may be granted by the Board of Education:

- 1. Educational improvement.
- 2. Study, research, or special teaching assignment.
- 3. A leave to serve in, or campaign for, local, state or national public office for up to two (2) years.
- 4. Personal reasons satisfactory to the Board.

B. Leaves of absence without pay that will be granted by the Board of Education:

1. Three (3) leave days per teacher's contractual year will be granted by the Board at the teacher's discretion, provided:
 - a. That the leave days will not be taken immediately prior to or after a school holiday.
 - b. That the teacher's immediate supervisor will have one (1) day's prior notification.
 - c. The total number of requests will not exceed two (2%) percent of the total teaching staff for any given day.
2. A childcare leave or adoptive leave of up to a maximum of three (3) trimesters will be granted to a teacher upon written request to the superintendent's office. Leave will be limited to instances where there is a newborn infant, a new adoption, or where a child is seriously ill. The teacher must make application at least thirty (30) calendar days prior to the first day of the leave. In the event of "extenuating circumstances" the thirty (30) day application may be waived. Return from a childcare or adoptive leave will be at the beginning of the trimester following the expiration date of the leave. Childcare or adoptive leave extensions of granted leaves will be at the sole discretion of the Board.
3. Family Medical Leave Act
 - a. The Board may require medical verification of the employee's illness or that the family member's serious illness requires employee's presence and is consistent with the federal Family and Medical Leave Act. A second medical opinion may be required at the Board's discretion and expense.
 - b. The Board and the teacher agree to cooperate in scheduling return from leave pursuant to the federal Family and Medical Leave Act at a time which minimized disruption to the continuity of educational programming and service delivery.
 - (1) If a teacher begins leave under this section more than three (3) weeks before the end of a trimester, the Board may require that leave be taken until the conclusion of the trimester if the leave is to last at least two (2) weeks and the teacher would return to work during the two (2) week period immediately before the conclusion of the trimester.
 - (2) If a teacher begins leave during the five (5) week period before the end of a trimester, the Board may require that leave be taken until the end of the trimester if the leave will last more than two (2) weeks and if the employee would return to work during the two (2) week period immediately before the end of the trimester.
 - (3) If a teacher begins leave during the three (3) week period before the end of a trimester and the leave will last more than five (5) working days, the Board may require the employee to take leave until the end of the trimester.
 - (4) The board may grant up to one (1) school year of leave renewable at the discretion of the Board.

(5) Teachers may make written application for extension of the leave subject to the provision of the initial request.

- c. The Board of Education will continue premium payments for health care benefits up to four (4) months for a teacher who has been granted leave for his/her own illness, to care for a seriously ill family member or for the birth or adoption of a child pursuant to the federal Family and Medical Leave Act. If the teacher fails to return from leave at its expiration (except in the event of the continuance, onset or recurrence of a serious health condition of the teacher or other circumstances beyond the teacher's control) the Board shall have the right to recover all premium payments made during the unpaid leave interval. These amounts may permissibly be deducted from any wage or other payments due the teacher, with any deficiency to be remitted by the teacher to the Board within ninety (90) days of demand.
- d. The employee shall have the option of first using accrued paid leave as provided in Section B of Article X. The remainder of any leave time will be unpaid.
- e. A teacher may make written application to the superintendent for reinstatement prior to expiration of the leave. However, the Board of Education reserves the reasonable right to approve accelerated termination of leave on the basis of each individual case. The reasonable right of the Board of Education would not be grievable.

C. The per diem deduction for all days used in Article XI will be determined as set forth in Article IV. D.

ARTICLE XIII TEACHER EVALUATION
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- A. The Board and Association recognize that evaluation of teacher performance is necessary and that teacher evaluation is the responsibility of the administration, according to board policy #3220. Evaluation procedures shall be reviewed with teachers within the first eight (8) weeks. Notice will be given during the first eight (8) weeks of the school year as to who will evaluate teachers. If circumstances require a change in evaluators, a conference will be held with the affected parties. Normally, the principal and assistant principal will do evaluations. Other district personnel may conduct evaluations by mutual agreement of the HEA member and administration, or association request.
- B. The procedure, forms and criteria for probationary and tenured teacher evaluation will be found in a separate document – the Holly Area Schools Framework for Effective Teaching: Professional Growth and Evaluation Program.
- C. Tenured Counselors, Speech Pathologists, and Social Workers will be evaluated yearly.
 - 1. Year One (1) of the evaluation cycle will be compromised of a formal evaluation based on the criteria within the Holly Area Schools Framework for Effective Teaching: Professional Growth and Evaluation Program.
 - a. Summative evaluation is due no later than June 1 of the school year.

2. Years Two (2) and Three (3) of the evaluation cycle will be based on an evaluation procedure determined to be most appropriate by the evaluating administrator and Counselor/Speech Pathologist/Social Worker.
 - a. A Pre-evaluation conference will take place no later than November 30 in a school year. This conference will be a determination of the evaluation framework to be used as agreed upon by the evaluating administrator and the Counselor/Speech Pathologist/Social Worker
 - b. A summative conference will take place no later than June 1 of the same school year.

- D. Probationary Counselors, Speech Pathologists, and Social Workers will be evaluated yearly.
 1. One (1) informal evaluation will take place during the first ten (10) weeks of employment.
 2. One (1) formal evaluation based on at least two (2) observations of no less than thirty (30) minutes each at least sixty days (60) unless a different time interval is agreed upon by the Counselor/Speech Pathologist/Social Worker and evaluating administrator.
 3. Summative conferences will take place by April 15.

- E. Teachers may review their own personnel file in the presence of an administrator or person designated by the administrator. The teacher may request a representative of the Association to be present at such review.

- F. Teachers shall receive copies of any material placed in their personnel file. Teachers may submit a written response regarding any material including complaints, and the same shall be attached to the file copy of the material in question, and the response shall be signed and dated. If teachers are asked to sign material in their file, such signature shall be understood to indicate their awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material.

- G. The parties agree to maintain a permanent evaluation committee made up of representatives selected by the Association and representatives selected by the Administration to oversee, amend and support the evaluation procedure for all teaching staff.

ARTICLE XIV REPRESENTATION

- A. A teacher has a right to representation any time that a teacher is called by an administrator for the purpose of discussion of an incident which may result in discipline.
- B. A teacher shall be entitled to representation when presenting a written response to the formal written evaluation.

**ARTICLE XV
TEACHER PROTECTION**

- A. Since a teacher's authority and effectiveness in the classroom is undermined when students discover that there is insufficient administrative backing and support of the teacher, the Board recognizes its responsibilities to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom.
- B. A student handbook, addressing student behavior, will be made available to all teachers no later than the first week of each school year.
- C. A teacher may send any pupil to the office for disciplinary reasons. In such cases, the teacher will furnish the principal full particulars of the incident as promptly as teaching obligations will allow. The pupil will not be returned to the class until after a private consultation/telephone call between the teacher and the principal or designee.
- D. Any case of a student assault upon a teacher shall be promptly reported to the immediate supervisor by the teacher or designee. The Board, in its sole discretion, will provide all reasonable assistance to the teacher in connection with investigating and handling of the incident by law enforcement and/or judicial authorities. When a teacher is found to be without fault in a matter involving student assault and has a comp claim under Michigan Worker's Compensation, it will be treated as any other claim under Article IX of this Agreement.
- E. No formal action shall be taken upon complaint(s) against a teacher nor shall any notice thereof be included in the record of the teacher unless such matter is reported to the teacher within three (3) school days following notification of such complaint(s) and a rudimentary investigation into such complaint(s).
- F. Under the Freedom of Information Act (FOIA), when a teacher's personnel file is requested, the teacher will be notified by the District within 5 calendar days of the request.

**ARTICLE XVI
RETIREMENT**

All public school employees are members of the Michigan Public School Employees Retirement System and are eligible for retirement benefits after the guidelines of the Act are met.

**ARTICLE XVII
REIMBURSEMENT FOR ADVANCED WORK**

Reimbursements for advanced work leading to a master's degree and twenty (20) hours beyond.

- A. Teachers will be reimbursed \$100.00 per semester hour:
 - 1. For work from the thirteenth (13th) approved semester hour beyond the bachelor's degree, and through the completion of an initial master's degree.
 - 2. After the completion of the masters' degree, up to twenty (20) semester hours.

- B. Reimbursement for graduate courses must be submitted to the superintendent prior to the beginning of the semester. Courses that are not part of a degree program will require approval by the superintendent.
- C. Term hours shall be considered under this Article as being equivalent to two-thirds (2/3) of a semester hour.
- D. Request for tuition reimbursement must be submitted within 45 days of the semester accompanied by grade report.
- E. Current employees receiving advanced credit reimbursement on their salary and those credits will be grand-fathered at the rate of \$73.00 per semester hour.

<p>ARTICLE XVIII GRIEVANCE PROCEDURE</p>
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- A. Definitions:
 - 1. Grievance - a claim that there has been a violation, misinterpretation or misapplication of any express provisions of this Agreement.
 - 2. Grievant - a term used to specify a teacher, a group of teachers, or the Association as the grieving party.
 - 3. Days - the term "days" when used in this Article shall mean school days, during the school year and business days during the summer recess.
 - 4. The Board - this term may mean the Board of Education or representative(s) of the Board designated to handle grievances at any step of this procedure.
 - 5. The Association – This term is used hereinafter to specify the Holly Education Association MEA/NEA.
- B. Items excluded from grievance procedure:
 - 1. Content of evaluations.
 - 2. Termination of services or failure to re-employ any probationary employee.
 - 3. Any claim or complaint for which there is another remedial procedure or forum established by law or by regulation having the force of law, as specified in the Teachers' Tenure Act (Act 4 of Public Acts, Extra Edition of 1937 of Michigan as amended).
 - 4. The termination of service or failure to reemploy any teachers to a position on the extra curricular schedule, except that contracts shall be paid in full and services cannot be terminated prior to completion of the activity except for cause. If a teacher is terminated for cause prior to completion of the activity, that teacher will be paid on a pro-rated basis for services performed.

C. Procedure:

1. Level One - informal - a grievant must take the matter up verbally with the principal or request that the Association discuss the grievance with the teacher's principal within ten (10) days following the act or condition which is the basis of the grievance or first knowledge thereof. The principal will attempt to resolve the grievance within five (5) days of Level One discussion.

Upon written request of the individual teacher and/or the Association a grievance affecting teachers on a system-wide basis may, at the discretion of the superintendent, be processed initially at Level Three.

2. Level Two - written - if the grievance is not resolved at Level One, the teacher and/or the Association will reduce the grievance to writing and present it to the principal within five (5) days of the Level One meeting. To be considered proper, the grievance when reduced to writing, must specify the specific provisions(s) of the Agreement that are alleged to have been violated, misinterpreted, or misapplied, and the relief sought.

- a. Within five (5) days of receipt of the written grievance the principal will arrange a conference with the view of satisfactorily resolving the grievance. If the grievant does not appear at such conference said grievance shall be considered settled.

- b. Within five (5) days after such conference the principal will answer such grievance in writing. If the grievance is not appealed from the written answer within five (5) days after receipt of such answer, the principal's decision will be final.

- c. If the principal does not arrange a conference as provided in Section a., or answer said grievance as provided in Section b., the grievance may be appealed to the next level.

3. Level Three

- a. If the grievant does not accept the principal's written answer, the grievance may be appealed to the superintendent within five (5) days from the date of the principal's written decision.

- b. Within five (5) days of the receipt of the written appeal the superintendent will arrange a conference with a view of satisfactorily resolving the grievance. If the grievant does not appear at such a conference said grievance will be considered settled.

- c. Within five (5) days after such conference the superintendent will answer such grievance in writing. If the grievance is not appealed from the written answer within five (5) days from receipt of such answer, the superintendent's decision will be final.

- d. If the superintendent does not arrange a conference as provided in Section b., or answer said grievance as provided in Section c., the grievance may proceed to Level Four.

4. Level Four

- a. If a grievant is not satisfied with the disposition of the grievance by the superintendent, the grievance may be transmitted to the Board of Education by filing a written copy thereof with the Secretary or other designee of the Board within five (5) days of the superintendent's written answer.
- b. The Board, no later than its next regular meeting or two (2) calendar weeks, whichever shall be most convenient to the Board will hold a hearing on the grievance. The Board will be given all information from both parties prior to the grievance hearing meeting. The hearing will be public or private at the option of the grievant as the law permits.
- c. Disposition shall be furnished to the grievant and the Association no later than five (5) days after the next regularly scheduled board meeting.

5. Level Five

- a. If the grievance is not settled at Level Four, the Association may, within ten (10) days after receipt of the written decision request that the grievance be submitted to arbitration. The request for submission to arbitration will be made by written notice delivered to the Board at the Board of Education Office.
- b. Within five (5) days after the date of a written request for arbitration, a committee of the Board, or its designated representative, and the Association will make every reasonable effort to agree upon a mutually acceptable arbitrator. If the parties are unable to agree upon an arbitrator within the five (5) day period herein provided, the Association may, within ten (10) days after the date of the written request for arbitration request the American Arbitration Association to submit a list of qualified arbitrators. The arbitrator will then be selected according to the rules of the American Arbitration Association and the hearing will be conducted under the rules of said Association.
- c. The arbitrator will hear the grievance in dispute and will render a decision in writing and will set forth the findings and conclusions with respect to the issue submitted to arbitration. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.
- d. The arbitrator will have no authority except to pass on alleged violations of any express provision of this Agreement and to determine disputes involving the application or interpretation of any express provision of this Agreement.
- e. The arbitrator will have no power of or authority to add to, subtract from or modify any of the terms of this Agreement, and will not substitute judgment for that of the Board where the Board is given discretion by the terms of this Agreement. The arbitrator will not render any decision which would require or permit an action in violation of the Michigan School Laws.
- f. The arbitrator's fees and expenses shall be shared equally by the Board and the

Association. The expenses and compensation of any witness or participant in the arbitration shall be paid by the party calling such witness or requesting such participant.

- g. During the arbitration proceedings, introduction of evidence and issues not previously disclosed during the defined steps of the grievance procedure will be prohibited by both parties unless by mutual consent.
 - h. If there has been no monetary loss, the arbitrator cannot award monetary damages.
 - i. If the Board contests the ability of a grievance to go to arbitration, the arbitrator must first rule on this point prior to hearing the grievance.
 - j. The arbitrator must deal only with the grievance that is being presented.
6. Miscellaneous
- a. Nothing contained herein shall be construed to prevent any grievant from processing a grievance and attempting to arrive at a solution without intervention of the Association, if the solution is not inconsistent with the terms of the Master Agreement and the Association has been given the opportunity to be present at the meeting where solutions are discussed.
 - b. Grievance procedures will be adhered to during hours that do not conflict with normal teaching duties, unless time adjustments are mutually agreed upon by both parties.
 - c. If a grievance is filed on or after May 15, the procedure of this Article can be altered by mutual written agreement to culminate the grievance prior to the end of June.
 - d. Notwithstanding the expiration of this Agreement, any grievance arising during the term of the Agreement may be processed through the grievance procedure, as long as the time limits set forth above are complied with.
 - e. The Association and the Board hereby agree to construe the arbitration clause to enable the parties to utilize expedited arbitration under AAA auspices by mutual agreement.
 - f. The Association and every member of the bargaining unit covered by this agreement have a right to be represented at any and all levels of the grievance procedure.
 - g. The Board shall have the right to process a grievance with the Association. The Board shall file a grievance in writing directly with the Association president, within ten (10) days following the act or condition which is the basis of the grievance or first knowledge thereof. The Association president will arrange a conference within five (5) days of the receipt of the written grievance, and file a written answer to the Board within three (3) days after the conference is held. If the answer is unsatisfactory to the Board the grievance may be submitted to the HEA/MEA/NEA Executive Committee in a manner consistent with Level Four. If the answer is

unsatisfactory the Board may appeal to Level Five b.

- h. Time limits must be strictly adhered to unless mutually extended. A grievance not processed to the next level shall be considered withdrawn.
- i. Anyone involved in grievance processing can be assured that such involvement will not prejudice their standing with the Board or the Association.

**ARTICLE XIX
STRIKE PROHIBITION**

The Association and its members will not engage in or encourage strike action of any type during the life of this Agreement. Violations of this Article may result in disciplinary action up to and including discharge according to the provision of Public Act 379, as amended.

**ARTICLE XX
SUPERSEDEENCE OF POLICY**

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

**ARTICLE XXI
EMPLOYEE BENEFITS**

- A. Hospitalization. The Board will provide up to full family health care coverage for eligible employees. Teachers who teach a full school year will receive 12 months of insurance coverage. Those teaching less than a full teaching year will receive prorated coverage. For the duration of this agreement, a teacher will have health benefits from Health Plus HSA.

No employee shall have double health insurance coverage. Married couples within the district shall not participate in the cash option, but shall have their insurance deductible, not to exceed \$2,500, covered by the district through the duration of this contract to be terminated on June 30, 2016.

Those teachers who do not elect health care coverage may elect to receive the following cash option or tax sheltered annuity pursuant to our 125 Plan (XX J):

Number of Participants	Cash Option Amount
0 – 22	\$2,000
23 – 37	\$4,000
38 +	\$6,000

- B. Employee contribution to health premiums
- Health Plus HAS
- July 1, 2013 until June 30, 2016 – Employee contributions shall be the \$1,250/\$2,500 deductible.
- C. Term Life \$45,000 (AD&D) - in term group life insurance, part of which will be any coverage under the employee's health insurance policy.
- D. Dental – Employee Funded 20%, District-funded 80% with a third party administrator} with a yearly maximum of \$1200 for Class I and Class II Benefits.
1. For those persons who have no other coverage.
 - 80% Class I Benefits
 - 80% Class II Benefits
 - 80% Class III Benefits - Lifetime maximum of \$1,200.00. The above will include internal and external coordination of benefits.
 2. For those persons who have other coverage or for those teaching less than full time.
 - 50% Class I Benefits
 - 50% Class II Benefits
 - 50% Class III Benefits - Lifetime maximum of \$600.00. The above includes internal and external coordination of benefits.
- E. The Board will provide the following Long Term disability insurance coverage for each eligible employee.
1. 60% benefit percentage.
 2. Maximum monthly benefit \$3000
 3. 120 calendar days modified fill waiting period.
 4. Maternity coverage included.
- G. Vision Insurance – District funded with a third party administrator. The Board will provide vision coverage including internal and external coordination of benefits for all employees and their eligible dependents. Vision Insurance begins on January 1, 2014.
- G. The Board of Education limits the number of companies who sell tax sheltered annuities to fifteen (15). For a company to qualify, it would need to deliver to the Administration Offices a number of valid payroll deduction cards equal to ten (10) employees.
- H. Employees may choose to purchase the following through the district and premiums will be payroll deducted:
1. Short term disability.
 2. Term life insurance.
 3. Survivor income insurance.
 4. Dependent life insurance.
 5. Tax sheltered annuities.
 6. Hospital indemnity -grand-fathered to those who chose this option prior to September 1995. (No longer available to others)

- I. To be eligible for any insurance benefits provided above, the employee shall be responsible for being properly enrolled on forms provided by the Board and/or applicable insurance company.
- J. Pay for unused leave days upon retirement (under MPSERS). Teachers will be paid for all unused accumulated leave days as follows:

Unused leave days	Retirement declared by March 1 st	Retirement declared after March 1 st
150 days or more	\$65.00 per day	\$40.00 per day
100 to 149 days	\$50.00 per day	\$30.00 per day
Up to 99 days	\$35.00 per day	\$20.00 per day

- K. The Board shall implement and maintain a qualified document which complies with Section 125 of the Internal Revenue Code.

**ARTICLE XXII
HEALTH EXAMINATIONS**

- A. The Board may exercise the prerogative of requiring any staff member to have health and/or psychiatric exams. The Board will notify the Association of all Board required exams. Cost of all examinations required by the Board shall be paid by the Board.
- B. In the event of a work related exposure incident involving possible blood borne pathogens, the Board will pay for all shots, and/or testing, and test results for the teacher through the district provider.

**ARTICLE XXIII
MILEAGE ALLOWANCE**

Mileage allowance for authorized trips by bargaining unit members will be established at the applicable IRS rate.

**ARTICLE XXIV
TEACHER ILLNESS AND SUBSTITUTES**

- A. The administration will designate a person or persons to hire substitutes.
 - 1. Teachers are to report illness to AESOP or designated service on the following schedule.
 - Secondary teachers no later than 5:30 a.m.
 - Elementary teachers no later than 6:30 a.m.
 - 2. Teachers who know in advance that a substitute will be required for specific day(s) are encouraged to call AESOP or designated service.
- B. Teachers who become ill after classes are in session are to report their illness immediately to the building principal's office, where arrangements will be made for a substitute. If the teacher is unable

to remain in the classroom until a substitute arrives, it will be necessary to assign another teacher to the room or make other emergency arrangements.

- C. On the day a teacher is absent, the principal may request the teacher to submit a doctor's certificate indicating the reason for illness, the duration of illness, and a medical opinion of the teacher's ability to return to work in full capacity. The Association will be notified of such request. The intent of this Article is to prevent frequent, protracted or flagrant violation of sick the leave clause.
- D. The Board will hire substitutes for instructional assistants when the teacher responsible for the absent assistants requires a substitute and provided further that an assistant qualified by the administration is available.
- E. Substitutes for special teachers, i.e., art, music, special education, physical education, will be hired when the teacher is absent or released by the building administrator to prepare for or hold such special events as an art show, field day, or musical presentation, etc.
- F. In the event of a substitute shortage, teachers on their conference period must be pulled before team teachers.
- G. In the event of a substitute shortage and students are split between classrooms, those teachers will share compensation in the amount equal to daily substitute pay.

ARTICLE XXV LAYOFF AND RECALL
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A. General Information

Layoff shall be defined as a reduction in the work force, beyond normal attrition.

Layoff(s) will be based on teacher effectiveness (a positive teacher evaluation), seniority, State certification, appropriate grade level placement and highly qualified status. The school district will not lose accreditation by North Central or the State Department of Education because of the implementation of the layoff procedure. Before official action on a reduction of teacher is taken by the Board of Education, it or a designated representative will give notice in writing to the association in order that a meeting can be set so the association can consult and make recommendations concerning reductions.

1. The Board of Education will determine what programs are to be eliminated or reduced.
2. The Board agrees to give as much notice as possible of layoff, but no later than June 1st of the current school year.
3. Each teacher on layoff will notify the Administration Offices in writing of an address to which a letter of recall may be sent. Such letter will be mailed to the teacher at said address by certified mail, return receipt requested. If no such address is recorded, the letter will be mailed to the teacher at the last address recorded in the Administration Office.

4. To provide appropriate time for planning and preparation for the upcoming school year, placement of teachers will be based on a teacher's appropriate qualifications (including but not limited to MDE subject and grade-level endorsements and highly qualified status) as of March 1st of the current year.
5. Teachers may continue insurance benefits on a self-pay basis during layoff if company policy permits.
6. Teachers on layoff will have priority on the substitute list if they are qualified and certified as a substitute and provided further that they request in writing to be placed on the substitute list.
7. Persons on layoff will not lose seniority during the layoff but will not accumulate additional seniority during the layoff period.
8. Layoff notices shall automatically terminate individual employment contracts.
9. Teachers will retain salary schedule placement accumulated as of the effective date of layoff.
10. The Association will receive copies of layoff notices.

B. Layoff and Recall Procedures

1. Administrators who are laid off, have tenure as teachers, and are properly certified and qualified, but lack sufficient bargaining unit seniority to bump into a teaching position, may be recalled prior to probationary teachers being recalled from layoff or a new teacher being hired.
2. The recall list will be maintained by the Board. Teachers will remain on the recall list for a period of three (3) years from the point of layoff.
3. Teachers will retain sick leave that accumulated prior to layoff for use when they are recalled.
4. Certified personnel being recalled will be given seven (7) calendar days from the date of the receipt of a certified letter of recall to indicate their acceptance or rejection of re-employment. Failure to respond within seven (7) calendar days after receipt of a certified letter will terminate the Board's obligation to rehire said certified personnel. Rejection of the Board's written offer of re-employment will terminate the Board's obligation to rehire said certified personnel.
5. The Association will receive copies of recall notices.

C. Seniority

Seniority is defined as length of unbroken service within the bargaining unit and shall be computed from the employee's first day of work.

1. The Board will prepare a seniority list. All teachers shall be ranked on the list in order of the date and time that the signed contract is received in the office of the Superintendent.
2. All seniority is lost when employment is severed by resignation, retirement, and non-renewal of a probationary teacher or discharge for cause.
3. Seniority shall be credited at the end of the school year as of the last teacher workday.
4. The seniority list will be revised to reflect any changes in seniority position on the list that occurred during the work year then ended. This revision will include former administrators who receive two (2) years seniority for the prior year of teaching according to Article VIII, Section G. It is understood that this adjustment will not result in any disruption of a group of teachers with the same seniority and that the former administrator will be considered the least senior in the group.
5. A teacher who did not accumulate seniority for any period of time during the year will be placed with the appropriate group of other teachers on the seniority list and will be considered the most senior person in the resultant group.
6. A seniority list will be provided to the HEA President by October 1st of each school year. The HEA President will be responsible for verifying the seniority list within thirty days.
7. Copies of the revised seniority list will be posted in each building. Objections to the seniority list shall be submitted to the HEA President and the Superintendent within ten (10) days, thereafter the list shall be final and conclusive.
8. Full seniority will be granted for one-half time or more teaching. Teachers who teach less than one-half time will receive prorated seniority credit.
9. Requests for voluntary leave will be considered by the Board. Seniority for voluntary leaves that are granted shall equal one-half year per full year's leave, when the leave is granted due to layoff.

ARTICLE XXVI SHARED COSTS

Any costs relating to negotiations or interpretation of this contract that are mutually beneficial to both parties shall be shared equally, provided that each instance will receive joint approval before incurrence of cost.

**ARTICLE XXVII
BOARD RIGHTS**

- A. The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred and vested in it by the laws and constitution of the State of Michigan, and of the United States including, but not limiting the generality of the foregoing, the right:
1. To the executive management and administrative control of the school system and its properties and facilities and the activities of its employees during working hours.
 2. To hire all employees and, subject to the provisions of law, to determine the continued employment or dismissal or demotion.
 3. To determine the work schedules, the hours of the working day and the duties, responsibilities and assignments of all employees represented by the Association.
 4. To adopt reasonable rules and regulations.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement which are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

**ARTICLE XXVIII
DISCIPLINE OF TEACHERS**

No teacher shall be disciplined without cause. The specific grounds forming the basis for disciplinary action will be made available to the teacher and the Association in writing. Non-renewal of a probationary teacher shall not be construed as discipline

**ARTICLE XXIX
SICK BANK**

All Association members will be eligible for up to twenty (20) days leave from a sick bank. These days may be granted at the Superintendent's discretion, after consulting the HEA President and the teacher, for catastrophic illness only. These days will be repaid at the rate of two (2) per year, or more at the employee's discretion.

**ARTICLE XXX
SAVINGS CLAUSE**

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

**ARTICLE XXXI
COMPLETE AGREEMENT**

This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.

**ARTICLE XXXII
MASTER AGREEMENT REOPENING**

Upon written notice to either party sixty (60) days on or before the expiration of the Agreement, negotiations shall be reopened for the following school year.

**ARTICLE XXXIII
DISCRIMINATION PROHIBITED**

The parties shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, sexual orientation, or marital status pursuant to 1976 P.A. 453, Section 209. The parties shall also comply with the provisions of the Michigan Handicappers Civil Rights Act, 1976 P.A. 220, and the Federal Rehabilitation Act of 1973, P.L. 93-112, 87 Stat. 394, which states that no employee or client or otherwise qualified disabled individual shall, solely by reason of his/her disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program receiving Federal financial assistance.

**ARTICLE XXXIV
DURATION OF AGREEMENT**

This Agreement shall be in effect as of March 26, 2013, and shall continue in effect until June 30, 2016.

IN WITNESS WHEREOF the parties have executed this Agreement by their authorized representatives this day and year first mentioned above.

BOARD OF EDUCATION
HOLLY AREA SCHOOLS

HOLLY EDUCATION ASSOCIATION
Bargaining Team

President

President

Secretary

Chief Negotiator

HEA Negotiator

HEA Negotiator

HEA Negotiator

2011-2012 SCHEDULE "A"

Step	BA	BA +18	MA	MA +30
1	\$37,037	\$37,963	\$38,889	\$40,371
2	\$38,722	\$40,468	\$41,854	\$43,657
3	\$40,271	\$41,158	\$43,946	\$46,057
4	\$41,882	\$43,352	\$47,023	\$49,281
5	\$43,771	\$45,085	\$49,845	\$52,731
6	\$45,299	\$46,889	\$52,835	\$56,423
7	\$46,838	\$48,764	\$56,534	\$59,808
8		\$51,202	\$60,491	\$63,097
9		\$54,274	\$64,121	\$66,567
10		\$57,530	\$67,969	\$69,896
11		\$60,983	\$70,686	\$72,692
12		\$64,489	\$73,513	\$76,326
13		\$64,973	\$74,251	\$76,563
14		\$65,623	\$74,622	\$76,922
15		\$66,115	\$75,182	\$77,500
16		\$66,593	\$74,251	\$77,887

Four (4) furlough days will be amortized over the 24-pay period for the contract year.

EXTRA CURRICULAR ACTIVITIES

Schedule B

SPORTS			
Sport	Head Coach	Assistants	7th & 8th Grade
Football	12.5%	9%	6%
Boys Basketball	12.5%	9%	6%
Girls Basketball	12.5%	9%	6%
Wrestling	11%	8%	5.5%
Volleyball	11%	8%	5.5%
Swimming	11%	8%	
Boys Track	9.5%	7%	5%
Girls Track	9.5%	7%	5%
Baseball	9.5%	7%	
Softball	9.5%	7%	
Soccer	9.5%	7%	
Tennis	6%	3.5%	
Cross Country	4.5%	3.25%	2.25%
Golf	4.5%	3.25%	
Skiing	4.5%	3.25%	
Cheerleading Per Squad - Per Season	4.5%	3.25%	2.25%
HS Pom Pon	4.5%		

Compensation on this schedule is based on the number of years of experience in the activity and the percentage is based on Step One (1) through Step Six (6) of the BA level on Schedule A.

Schedule B Cont.

Co-Curricular Activities	
Band – Jazz	1% per quarter
Band – Pep Band – HS	6%
Band Camp	3%
Band Camp Assistant	1.75%
Band Concerts – per concert	0.5%
Band Musical	2%
Band-Marching – HS	6%
Band-Marching Assistant – HS	3.5%
Class Sponsor – HS	3%
Class Sponsors	2%
French Club	3%
Musical – HS	6%
Musical Assistant – HS	3%
National Honor Society – HS	3%
National Honor Society Jr. – MS	2%
Newspaper – HS	3.75%
Newspaper – MS	3.75%
Play Assistant Full Length	3%
Play/Full Length	6%
Play/One Act	2%
Quiz Bowl	3%
Safety Patrol – Off Campus	3%
Safety Patrol – On Campus	2%
Science Club	3%
Spanish Club	3%
Student Council – HS	3%
Student Council – MS	2%
Theater/Auditorium Manager	10%
Vocal – HS	6%
Yearbook – HS	6%
Yearbook – MS	3.75%
Compensation on the schedule is based on the number of years of experience in the activity and the percentage is based on Step One (1) through Step Six (6) of the BA level on Schedule A.	

Any extra curricular activity that isn't listed in the pay classification listing will follow the procedure established in Article IV (Professional Compensation) Sec. B. 9.

A discretionary assistance fund will be available for stipends to be paid for occasional use of assistants for extra and co-curricular activities. The funds will be:

- High School \$3000
- Middle School \$1500
- Each Elementary \$1250

The coach or sponsor of the activity applies to the building principal for the funds. The stipend is determined by the building principal.

OTHER INSTRUCTIONAL ACTIVITIES

SCHEDULE C

Teacher pay for substitute teaching – hourly pay	BA-1 hourly rate of Schedule A
Curriculum writing – hourly pay	BA-1 hourly rate of Schedule A
Summer School – hourly pay	BA-1 hourly rate of Schedule A
In-service – hourly rate for approved hours beyond 9 required hours	0.85% of BA-1 hourly rate of Schedule A
Department Chairperson Stipend	3% of BA-1 of Schedule A per year
Teacher Leader Stipend	3% of BA-1 of Schedule A per year
Chairperson of a district curriculum committee	1% of BA-1 of Schedule A per year of study
Mentor of probationary teacher	0.5% of BA-1 per year per mentee*

*When there are mentor/mentee teams, the mentors will divide equally the total amount of the stipend per team mentee. The Holly Area Schools Framework for Effective Teaching specifies the mentor responsibilities and reporting requirements. A teacher who chooses to obtain SB-CEU's would not be eligible for stipend payment.

Holly Area Schools
2015 – 2016 School Calendar

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APPENDIX A. Guidelines for Professional Development that Qualifies for Michigan Legislative Requirements under Michigan Compiled Law Sections 380.1526 and 1527 (July 2010)

1. Does your planned professional development serve the purpose of increasing student learning?
2. Does your planned professional development align with your school improvement plan?
3. Is your professional development planned, ongoing, and intensive?
4. Does the district support this activity in some way, such as released time or cost?

(Professional development that is being counted as instructional time as allowed by Michigan Compiled Law (MCL) Section 388.1701 Section 101(10), may only occur when students are not already receiving instruction.)

Examples of Activities	Does it Qualify as Professional Development Under Section 1526? (professional development days for new teachers)	Does it Qualify as Professional Development Under Section 1527? (professional development days for all teachers)	Codes In Field 24 (for REP Report)
Staff Meetings	No	No (unless the meeting is planned around topics of student learning, instructional strategies, or curricular content)	If planned around a topic as shown: 1 or 5
Curriculum Development Meetings, School Improvement Committees	Yes (if you can respond affirmatively to the above four questions)	Yes (if you can respond affirmatively to the above four question)	1
Study Groups, Action Research, Lesson Study, Study of Student Work	Yes (if you can respond affirmatively to the above four questions)	Yes (if you can respond affirmatively to the above four questions)	1
Parent-Teacher Conferences	No	No	Does not qualify
Athletic Coaching Clinics	No	No	Does not qualify
Teacher Planning Time Other than Team Planning Time	No	No	Does not qualify
Records Day	No	No	Does not qualify
Conferences/ Workshops at an On-site Location	Yes (if the district pays for it or otherwise supports it, and you can respond affirmatively to the above four questions, unless it already is being counted under 1527)	Yes (if the district pays for it or otherwise supports it, and you can respond affirmatively to the above four questions)	3
Conferences/ Workshops at an Off-site Location	Yes (if it is relevant to the new teachers' classroom needs, unless it already is being counted under 1527)	Yes (if the district pays for it or otherwise supports it, and you can respond affirmatively to the above four questions)	3

Examples of Activities	Does it Qualify as Professional Development Under Section 1526? (professional development days for new teachers)	Does it Qualify as Professional Development Under Section 1527? (professional development days for all)	Codes In Field 24 (for REP Report)
Sessions Dedicated to Qualifying for North Central Association or MDE Accreditation	Yes (if it is addressed in an Individual Professional Development Plan)	Yes (if you can respond affirmatively to the above four questions)	1
University or College Class	Yes (if the district pays for it or otherwise supports it, and if it is relevant to the classroom needs of the new teacher)	Yes (if the district pays for it or otherwise supports it, and you can respond affirmatively to the above four questions)	4
Mentoring of the New Teacher	Yes (in the case of receiving mentoring, but not serving as a mentor)	Yes (if new knowledge is gained by veteran teacher while providing formal mentoring)	2 or 7
Student Teacher Supervision or Cooperating Teacher to a Student Teacher	N/A (Teachers in their first three years in the teaching profession usually do not serve in this role.)	Yes (if it leads to new knowledge for supervising/cooperating teacher and you can respond affirmatively to the above four questions)	1
Online courses focusing on curriculum content and /or pedagogy	Yes (if the district pays for it or otherwise supports it, and if it is relevant to the classroom needs of the new teacher)	Yes (if the district pays for it or otherwise supports it, and you can respond affirmatively to the above four questions)	7
Service on a state-level, university or college task force or work group	N/A (Teachers in their first three years in the teaching profession usually do not serve in this role.)	Yes (if the district pays for it or otherwise supports it, and you can respond affirmatively to the above four questions)	6
Instructional Technology	Yes (if it leads to new knowledge about using technology-enhanced methods and strategies to enhance student learning)	Yes (if it leads to new knowledge about using technology-enhanced methods and strategies to enhance student learning)	9
On-line Learning Experiences	Yes (if the district pays for it or otherwise supports it, and if it is relevant to the classroom needs of the new teacher)	Yes (If the district pays for it or otherwise supports it, and you can respond affirmatively to the above four questions)	7

For information on MCL 380.1526, Induction and Mentoring, contact Dr. Bonnie Rockafellow at 517/373-7861 or RockafellowB@michigan.gov

For information about MCL 380.1527 or MCL 388.1701 Section 101(10), Professional Development, contact Ms. Donna L. Hamilton at 517/241-4546 or HamiltonD3@michigan.gov