

MASTER AGREEMENT

between

HOLLY AREA SCHOOLS BOARD OF EDUCATION

and

THE HOLLY EDUCATION ASSOCIATION MEA/NEA

2021-22

2022-23

2023-24

Expires: June 30, 2024

TABLE OF CONTENTS

PREAMBLE		
ARTICLE I	Recognition	5
ARTICLE II	Association Membership	5
ARTICLE III	Association & Teacher Rights & Responsibilities	5
	Assoc. Business Days	6
	Building Use	6
	Communication Use	6
	Board Agenda	6
	Bulletin Board	6
	Personal Life	6
	Lesson Plans	7
	Meetings to Attend	7
ARTICLE IV	Certification and Professional Development	7
	Annual Professional Development	7
	Probationary Requirements	8
ARTICLE V	Professional Compensation	9
	Extra-Curricular	9
	Experience Credit	11
	Salary Deductions	12
	Pay Selection	12
ARTICLE VI	Teaching Hours	12
	Length of Day	12
	Lunch Period	12
	Preparation Period	13
ARTICLE VII	Teaching Conditions	14
	Class Size	14
	Supply Budget	14
ARTICLE VIII	Professional Qualifications & Assignments	15
	Administrative Interns	15
	Mentor Teachers	15
ARTICLE IX	Workers' Compensation	16

ARTICLE X	Paid Leaves	16
	Personal Illness	16
	Funeral, Non-relative	16
	Medical or Dental	16
	Paternity Leave	16
	Serious Illness Immediate Family	16
	Bereavement of an In-law	17
	Religious Holiday	17
	Anticipated Prolonged Disability	17
	Personal Business Day	17-18
	Funeral, Relative	18
	School Cancellation	18
	Legal or Professional	19
	Jury Service	19
	Court Appearance	19
ARTICLE XI	Unpaid Leaves	19
	FMLA	20
ARTICLE XII	Personnel File	21
ARTICLE XIII	Teacher Protection	22
ARTICLE XIV	Retirement	22
ARTICLE XV	Reimbursement for Advanced Work	22
ARTICLE XVI	Grievance Procedure	23
	Definition	23
	Procedure	24
ARTICLE XVII	Strike Prohibition	27
ARTICLE XVIII	Supersedence of Policy	27
ARTICLE XIX	Employee Benefits	28
ARTICLE XX	Health Examinations	30
ARTICLE XXI	Mileage Allowance	30
ARTICLE XXII	Teacher Illness and Substitutes	30
ARTICLE XXIII	Seniority	31
ARTICLE XXIV	Contract Maintenance	33
ARTICLE XXV	Board Rights	33

ARTICLE XXVI	Sick Bank	34
ARTICLE XXVII	Savings Clause	34
ARTICLE XXVIII	Complete Agreement	34
ARTICLE XXIX	Master Agreement Reopening	34
ARTICLE XXX	Discrimination Prohibited	35
ARTICLE XXXI	Duration of Agreement	35
SCHEDULE A	Teacher Salary Schedule	36 - 38
SCHEDULE B	Extra Curricular Salaries	39 - 40
SCHEDULE C	Other Instructional Activities	41
CALENDARS	2021-2022	42
	2022-2023	43
	2023-2024	44
APPENDIX A	Non – Tenured Track	45 - 48
APPENDIX B	Framework for Effective Teaching	49 - 50
INDEX		51 - 53
LETTERS OF AGREEMENT		54 - 55

This Agreement is entered into this July 14, 2021, 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

- A. The Board hereby recognizes the Association as the exclusive bargaining representative for all certified teachers under contract, including non-tenure track staff, such as school guidance counselors, school social worker(s), school speech and language pathologists and school psychologists, 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.
- C. The term "teacher", when used herein, shall refer to employees included in the unit for bargaining. The terms "tenured" and "non-tenured" track may be used herein to refer to groups of teachers, if needed.

ARTICLE II ASSOCIATION MEMBERSHIP

The Board and the Association agree that every member of the recognized bargaining unit shall have the right freely to join or leave the Association.

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 with reasonable requests for public information.
- E. The Association may request to be placed on the Board Agenda through the superintendent of schools. 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. Principals will schedule no more than 26 staff meetings per year. Each meeting will generally not exceed 45 minutes. Some of the meetings may be virtual and others will be in-person. Attendance is required at the meetings
 - 4. Parent-teacher conferences
- O. The District will provide reasonable break time for an employee to express milk for her nursing child up to one year after the child's birth. The district will provide a place for employees to express milk, other than a bathroom, that is shielded from view and free from intrusion by coworkers and the public. At least five (5) workdays prior to needing such break time, the employee will propose to her principal/supervisor a written plan for such break time including when it should occur with every effort being made to schedule it during non-instructional time. In the rare event that such break time needs to occur during the instructional time, the employee's proposed plan will include a suggestion for the person(s) who would cover the teaching assignment so that milk can be expressed.

**ARTICLE IV
CERTIFICATION AND PROFESSIONAL DEVELOPMENT**

- 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 during the instructional year. Probationary teachers shall, and other teachers may, attend the summer academy. Individuals

shall submit to their principal/supervisor a Doctor's note for use of sick time or medical appointment on a professional development day except that in the event that an individual misses professional development hours/days due to personal illness or illness of a family member but there was no related Doctor's visit, the individual shall provide their principal/supervisor a personal written note or email explaining that the individual or a family member was ill. Principals/supervisors and/or Central Office Administrator may approve an absence on a professional development day for extenuating circumstances not pertaining to illness. If the District does not meet the minimum teacher attendance requirement as determined by MDE, a date(s) will be added to the calendar year.

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 B) 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 professionals 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**

- A. The basic salaries of teachers are set forth in Schedule A attached. 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. This section only applies to "on staff coaches", that is those holding positions within this bargaining unit. Extra-curricular salaries will be as set forth in Schedule B attached.
 - 1. Extra-curricular positions are voluntary and appointments are made annually by the superintendent and are not to be construed to provide tenure in a position as a result of annual appointments.

The procedure of evaluation and letter of appointment for all athletic extracurricular 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 by 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 ensure 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 extracurricular 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 a 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 XXIV E.

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. Schedule advancement will not occur if the individual is rated ineffective in their prior school year year-end evaluation.
4. Teachers with public school teaching experience may 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. Paydays that would occur on a bank holiday or weekend will be paid on the weekday immediately preceding the scheduled payday.

F. Teachers required to 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. All voluntary teaching assignments will take place in front of students during the school day.
 - 2. Teaching assignments in lieu of preparation time are strictly voluntary.
 - 3. Building administration will notify teachers of possible teaching during preparation period opportunities prior to completing the master schedule building process.
 - 4. Teachers will notify building administration if interested in accepting a teaching assignment in lieu of preparation time in a timely manner.
 - 5. 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**

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

Young 5's	16 student average per day
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

This is exclusive of special classes that can customarily handle more than the above, i.e., gym, vocal music, instrumental music, etc.

- B. 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:

Young 5's-5	\$135/trimester per student over the limit
6-12	\$40/trimester per student over the limit

- C. 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.
- D. Within any K – 8 building, a grade level or a team may choose to flexibly schedule students and exceed class size limits. Article VI.C. would not be applicable if the majority of teachers and the building administrator involved agreed to such a variance. Copies of the written agreement would be forwarded to the HEA President and the Superintendent.
- E. The Board will strive to limit the number of students in Specials (Young 5's-5) and Science, Industrial and Practical Arts (6-12) by the number of teaching stations available.
- F. The Board will annually establish a budget for teaching supplies. Building Administrators will provide each teacher and department with an annual budget.
- G. 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.

- H. The School Improvement Team will provide input to the building administrator in developing an emergency substitute plan.
- I. Teachers required to transfer the contents of their entire classroom and to prepare their new classroom between the first three days prior to the beginning of the school year 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.
 - 4. District staff will move supplies between buildings.
- J. Compensation days or substitute teacher coverage will be scheduled with the approval of the building administrator.

**ARTICLE VIII
PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS**

A. 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. Refer 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 compensated at their daily rate, if they work additional days beyond their regular teaching schedule.

B. Mentor Teachers

- 1. Participation will be voluntary.
- 2. An attempt will be made to match the mentor and probationary teacher in such areas as building, grade level and/or instructional areas.
- 3. Mentors may receive training in preparation for their responsibilities. Such training will be at district expense.

**ARTICLE IX
WORKERS' COMPENSATION**

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 X
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.

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) days per school year will be allowed
 - b. Leave is designed to occur within the first thirty (30) days following the birth of the child.
- 5. Serious illness in the immediate family for bereavement of an in-law.
 - a. Immediate family members are 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 the 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, absent extenuating circumstances. 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. Three (3) personal days may 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

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.

4. 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 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.

D. 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.

E. 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 XI UNPAID LEAVES

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

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. Three (3) leave days per teacher's contractual year will be granted by the Superintendent at the teacher's discretion, provided:

1. That the leave days will not be taken immediately prior to or after a school holiday.
2. That the teacher's immediate supervisor will have one (1) day's prior notification.

3. The total number of requests will not exceed three (3%) percent of the total teaching staff for any given day.
- C. 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 child care or adoptive leave will be at the beginning of the trimester following the expiration date of the leave. Child Care or adoptive leave extensions of granted leaves will be at the sole discretion of the Board.
- D. Family Medical Leave Act
1. 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.
 2. 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 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 three (3) 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.
 3. 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.

4. 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 beyond paid leave will be unpaid.
 5. A teacher may make a 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 Board of Education action would not be grievable.
- C. The per diem deduction for all days used in Article XI will be determined as set forth in Article V - Section D.

ARTICLE XII PERSONNEL FILE

- A. 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 a review.
- B. Teachers shall receive copies of any material placed in their personnel file. Teachers may submit a written response within 30 days of receipt of the document 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.

**ARTICLE XIII
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. 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 XIV
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 XV
REIMBURSEMENT FOR ADVANCED WORK**

For 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 in education or related to their certification 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.

NOTE: Board proposal a Letter of Agreement re: Reimbursement.

ARTICLE XVI GRIEVANCE PROCEDURE

- 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. Evaluations and any other prohibited subjects of bargaining.
 - 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 prorated 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. Individuals may not arbitrate grievances.
- 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 XVII 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 XVIII 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 XIX
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 Simply Blue and Blue Care Network which are subsidiaries of Blue Cross Blue Shield of Michigan.

No employee shall have double health insurance coverage. Married couples within the district shall not participate in the cash option, or any other deductible reimbursement

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 (XXI K). This payment will be made in twenty (20) equal installments beginning with the first pay in September and ending with the last pay in June..

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

- B. Employee contribution to health premiums

The district will contribute up to the actual plan costs, unless they exceed the State Hard Cap. The district will share the employee contribution rates by May 1st of each year.

District contributions to the employees H-S-A account will be made as follows:

- a. 1/3 on the first pay in September
- b. 1/3 on the first pay in December, and
- c. 1/3 on the first pay in March

Staff that choose a plan with monthly premiums that exceed the district's health insurance contribution will be responsible for their own H-S-A contribution. Additional funding of HSA will be available during Open Enrollment in HR Connection.

- C. Term Life \$50,000 (AD&D) - in term group life insurance, part of which will be any coverage under the employee's health insurance policy.
- D. Dental – District-funded with a third-party administrator with a yearly maximum of \$1,200 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 \$4,500
 3. 120 calendar days modified fill waiting period.
 4. Maternity coverage included.
- F. 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.
- 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
- 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 1st
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 XX
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. The Board shall pay the cost of all examinations required 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 XXI
MILEAGE ALLOWANCE**

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

**ARTICLE XXII
TEACHER ILLNESS AND SUBSTITUTES**

- A. The administration will designate a person or persons to hire substitutes.
 - 1. Teachers are to report illness to the 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 a specific day(s) are encouraged to call the 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. Absence Verification
 - 1. If an employee is absent three (3) or more consecutive days, the Board may request verification of illness. Verification shall mean a written statement from a physician or other licensed practitioner that supports the unit employee's inability to report for work. Verification should not contain private medical information, except as provided under FMLA.
 - 2. If administration feel that the unit employee is abusing the use of leave days, an employee may be asked to provide verification according to the following circumstances:

If the employee has a pattern of absences, the Board shall provide written notification of suspected abuse, including documentation, and the employee may be asked to submit verification of the current and/or future illnesses which follow the same/similar pattern.

- 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 XXIII SENIORITY

- A. Administrators will retain such seniority time as they have accumulated, as HEA members, while teaching in the Holly Area Schools, provided that their employment is continuous.
- B. 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.
- C. Teachers may continue insurance benefits on a self-pay basis during layoff if company policy permits.
- D. Recall Procedures
 - 1. Teachers will retain sick leave that accumulated prior to layoff for use when they are recalled.
 - 2. The Association will receive copies of recall notices.
 - 3. Teachers will retain salary schedule placement accumulated as of the effective date

of layoff.

E. 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 or termination.
3. Seniority shall be credited at the end of the school year as of the last teacher workday.
4. Persons on layoff will not lose seniority during the layoff but will not accumulate additional seniority during the layoff period.
5. 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 administrator's seniority for the prior year of teaching according to Article XXIII(A) Seniority. 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.
6. 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.
7. A seniority list will be emailed to all teachers by October 1st of each school year. Objections to the seniority list shall be filed with the administration within thirty days thereafter, the list shall be final.
8. 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.
9. 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.
10. 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 XXIV
CONTRACT MAINTENANCE**

- A. 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.
- B. The Contract Maintenance committee (CMC) is established to enhance communication about district goals and initiatives as well as to collaboratively solve problems related to contract interpretation and implementation. The membership shall be established prior to the first meeting of each school year with three (3) members selected by the association and three (3) members selected by the administration. CMC shall meet once per trimester and once during summer recess on a schedule mutually determined by the parties. Meetings will be held during non-instructional time unless otherwise mutually agreed by the parties. Proposed agenda items will be shared among the parties at least three work days prior to each meeting, and the administration will develop agenda based on those proposed items.

**ARTICLE XXV
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 Association Agrees that teachers will work the minimum number of days and hours required by the state to receive the full per pupil state aid. If additional days or hours need to be added to meet a change in state law or rule, the parties agree to negotiate changes to the previously agreed upon district calendar to receive such funding. Any such change to state law or rule that exempts closed contracts will not require any changes.

- C. 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 XXVI SICK BANK

All Association members will be eligible for up to twenty (20) days leave from a sick bank. These days provide for the possibility of extended protection for individual members who have exhausted all other personal sick leave time and are unable to perform their professional responsibilities because of personal illness or disability.

The use of these days will be governed by a committee of four (4) members, two (2) appointed by the Association and two (2) appointed by the Board. The members of this committee shall remain anonymous and will only be by themselves and the Superintendent or designee. If a two (2) to two (2) vote should occur, members of the committee will meet to discuss the member's request for days. If a resolution is unable to be secured at this meeting, the superintendent may make the final decision regarding the use of the day by the member.

These days will be repaid at the rate of two (2) per year, or more at the employee's discretion. If the employee voluntarily severs district employment, the employee will reimburse the outstanding balance of days owed to the district, calculated at their per diem rate of the contract year in which the days were borrowed.

ARTICLE XXVII 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 XXVIII 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 XXIX 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 XXX
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 Persons with Disabilities 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.

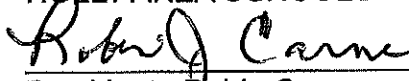
**ARTICLE XXXI
DURATION OF AGREEMENT**

This Agreement shall be in effect upon ratification by the parties on July 14, 2021 and shall continue in effect until June 30, 2024.

If an emergency financial manager is appointed by the state under the Fiscal Accountability Act, the emergency manager may reject, modify, or terminate the collective bargaining agreement in his/her sole discretion. This authority is a prohibited subject of bargaining under the Public Employment Relations Act (PERA).

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



President - Robin Carne



Secretary - Linda Blair

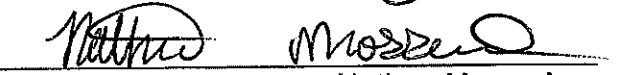
HOLLY EDUCATION ASSOCIATION
BARGAINING TEAM



HEA President - Marcy Harris



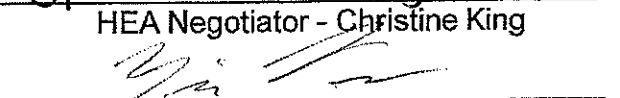
HEA Negotiator - Aimee Schwartz



HEA Negotiator - Nathan Mosseri



HEA Negotiator - Christine King



HEA Negotiator - Brian Pearson



HEA Negotiator - Brian Smith

SCHEDULE A - 2021-22

Step	BA	BA+ 18	MA	MA+ 30
1	\$39,015	\$40,035	\$40,979	\$43,350
2	\$40,185	\$40,976	\$41,798	\$44,217
3	\$41,391	\$41,939	\$42,634	\$45,101
4	\$42,633	\$42,924	\$43,913	\$46,003
5	\$43,912	\$44,427	\$46,109	\$48,304
6	\$45,229	\$45,982	\$48,760	\$51,081
7	\$46,586	\$47,706	\$51,564	\$54,018
8		\$49,495	\$54,529	\$57,124
9		\$51,227	\$57,664	\$59,980
10		\$53,020	\$60,980	\$62,380
11		\$54,876	\$62,961	\$64,875
12		\$56,797	\$65,008	\$67,470
13		\$58,784	\$67,120	\$69,494
14		\$60,842	\$68,798	\$71,405
15		\$62,971	\$70,518	\$73,369
16		\$64,073	\$72,281	\$74,653
17		\$65,195	\$73,546	\$75,959
18		\$65,847	\$74,098	\$77,098
19		\$66,340	\$74,654	\$77,677
20		\$66,838	\$75,214	\$78,259

SCHEDULE A - 2022-23

Step	BA	BA+ 18	MA	MA+ 30
1	\$39,795	\$40,836	\$41,798	\$44,217
2	\$40,989	\$41,795	\$42,634	\$45,101
3	\$42,219	\$42,778	\$43,487	\$46,003
4	\$43,485	\$43,783	\$44,791	\$46,923
5	\$44,790	\$45,315	\$47,031	\$49,270
6	\$46,134	\$46,901	\$49,735	\$52,103
7	\$47,518	\$48,660	\$52,595	\$55,099
8		\$50,485	\$55,619	\$58,267
9		\$52,252	\$58,817	\$61,180
10		\$54,081	\$62,199	\$63,627
11		\$55,973	\$64,221	\$66,172
12		\$57,932	\$66,308	\$68,819
13		\$59,960	\$68,463	\$70,884
14		\$62,059	\$70,174	\$72,833
15		\$64,231	\$71,929	\$74,836
16		\$65,355	\$73,727	\$76,146
17		\$66,498	\$75,017	\$77,478
18		\$67,163	\$75,580	\$78,640
19		\$67,667	\$76,147	\$79,230
20		\$68,175	\$76,718	\$79,824

SCHEDULE A – 2023-24

Step	BA	BA+ 18	MA	MA+ 30
1	\$40,591	\$41,652	\$42,634	\$45,101
2	\$41,809	\$42,631	\$43,487	\$46,003
3	\$43,063	\$43,633	\$44,356	\$46,923
4	\$44,355	\$44,658	\$45,687	\$47,862
5	\$45,686	\$46,222	\$47,971	\$50,255
6	\$47,056	\$47,839	\$50,730	\$53,145
7	\$48,468	\$49,633	\$53,647	\$56,200
8		\$51,494	\$56,732	\$59,432
9		\$53,297	\$59,994	\$62,404
10		\$55,162	\$63,443	\$64,900
11		\$57,093	\$65,505	\$67,496
12		\$59,091	\$67,634	\$70,196
13		\$61,159	\$69,832	\$72,301
14		\$63,300	\$71,578	\$74,290
15		\$65,515	\$73,367	\$76,333
16		\$66,662	\$75,202	\$77,669
17		\$67,828	\$76,518	\$79,028
18		\$68,507	\$77,091	\$80,213
19		\$69,021	\$77,670	\$80,815
20		\$69,538	\$78,252	\$81,421

LONGEVITY – Regardless of Step – Years of Service to HAS

25-29 YEARS	\$500	\$500	\$500
30+ YEARS	\$800	\$800	\$800

Longevity will be calculated for continuous years of service to the Holly Area School District through the current school year and shall be paid annually, in a lump sum, on the last pay of June.

3 Year salary schedule (2021-22 through 2023-24) with step increases each year, if minimum fund balance level exceeds 7.00%

The parties agree that if during the time period of this contract the audited fund balance ever falls below 7.00% that reductions in Schedule A, or other education association costs will be negotiated and will be enacted to maintain a 7.00% fund balance. HEA concessions will be limited to the HEA percentage of the district's wage and benefit expenses. (Example: If HEA wages and benefits equal 50% of the district's total wages and benefits, and the district is \$100,000 short of maintaining a 7% fund balance, the HEA concession will be limited to \$50,000)

EXTRA CURRICULAR ACTIVITIES
Schedule B*

Sport	Head Coach	Assistants	Varsity** Assistant	7 th & 8 th Grade
Football (7)	\$5,000	\$3,600	\$1,800	(4) \$2,400
Boys Basketball (2)	\$5,000	\$3,600	\$1,800	(2) \$2,400
Girls Basketball (2)	\$5,000	\$3,600	\$1,800	(2) \$2,400
Wrestling (1)	\$4,500	\$3,200		(1) \$2,200
Volleyball (2)	\$4,500	\$3,200	\$1,600	(2) \$2,200
Swimming (2)^	\$4,500	\$3,200		
Boys Track (3)	\$4,000	\$2,800		(1.5) \$2,000
Girls Track (3)	\$4,000	\$2,800		(1.5) \$2,000
Baseball (2)	\$4,000	\$2,800	\$1,400	
Softball (2)	\$4,000	\$2,800	\$1,400	
Soccer (1)^	\$4,000	\$2,800	\$1,400	
Tennis (1)^	\$3,500	\$1,500		
Cross Country (1)^	\$3,000	\$1,500		(1) \$1,000
Golf (1)^	\$3,000	\$1,500		
Skiing^	\$2,000			
Sideline Cheer (1) (Per Squad - Per Season)	\$2,000	\$1,500		(1) \$1,000
Competitive Cheer(1)	\$2,500	\$1,500		
HS Dance	\$2,250			
Bowling ^	\$2,000	\$1,000		

* Applies to new coaches hired after July 1, 2018 (unless the new rate is an increase)

** Position is only available when a JV or Freshman program does not field a team

^ Signifies a boys and girls program is present

Co-Curricular Activities			
Band-Marching – HS	\$2,500	Band Camp	\$1,200
Band-Marching Assistant – HS	\$1,500	Band Camp Assistant	\$750
Band – Jazz	\$400 per tri	Band-Pep Band - HS	\$2,500
Band Musical	\$1,000	Band/Choir Concerts – per concert Not to Exceed 4 Concerts per person	\$200
Class Sponsor - HS	\$1,125	Class Sponsors - MS	\$750
Vocal – HS	\$2,500		
Musical – HS	\$2,500	Musical Assistant – HS	\$1250
Play/Full Length	\$2,500	Play Assistant Full Length	\$1,250
Play/One Act	\$1,000		
National Honor Societies – HS (not more than 4)	3.00% \$1,000	National Honor Society Jr. – MS	\$750
Clubs - HS (not more than 6)	\$1,000	Clubs - MS (not more than 4)	\$750
Newspaper – HS	\$1,500	Newspaper – MS	\$1,500
Academic Competitions - HS (not more than 3)	\$1,000	Academic Competitions - MS (not more than 3)	\$750
		Elementary Safety Positions – On Campus (EL)	\$750
Leadership - HS	\$2,500	Elementary LIM Activities (Total Amount per Building)	\$1,400
Leadership Community Event– HS (not more than 4)	\$750 per	Middle School LIM Activities (Total Amount per Building)	\$2,000
Holly High Design	\$2,000	HS L.I.F.T. Mentor	\$2,000
LIM individual stipends will determined in consultation with the staff and building Principal			
Theater/Auditorium Manager (HAS)	\$4,500	Auditorium Manager Asst. (HAS)	\$1,250
Yearbook – HS	\$2,500	Yearbook – MS (after school program)	\$1,500
		Yearbook - EL (after school program)	\$1,000

A discretionary assistance fund will be available for stipends to be paid for occasional use of assistants for extra and co-curricular activities in each building. The coach or sponsor of the activity applies to the building principal for the funds. The stipend is determined by the building principal.

The building amount will be calculated by taking the number of basic education teachers in the building multiplied by \$140 per teacher for grades Young 5's - 5 and \$75 per teacher for grades 6-12.

OTHER INSTRUCTIONAL ACTIVITIES

SCHEDULE C

Teacher pay for substitute teaching	\$30.00 per hour
Curriculum writing	\$30.00 per hour
Summer School	\$30.00 per hour
Counselor hourly rate beyond scheduled school year	\$50.00 per hour
Counselor Evening Event	\$200 per event
Department Advisor Stipend	\$1,125 per year
Data Advisor Stipend	\$1,125 per year
Technology Advisor Stipend	\$1,125 per year
Chairperson of a district curriculum committee	\$400 per year of study
Mentor of probationary teacher	\$750 per year 1 st year mentee \$500 per year per 2 nd year mentee \$250 per year per 3 rd year mentee
High School Federal and State testing Coordinator	\$1,500 per year

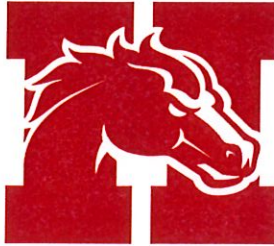
*When there are mentor/mentee teams, the mentors will divide equally the total amount of the stipend per team mentee. The Holly Area Schools Framework for Effective Teaching specifies the mentor responsibilities and reporting requirements. A teacher who chooses to obtain SCECH's would not be eligible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



Holly Area Schools 2021-22 Calendar

August 24:	First Day NEW STAFF
August 25-26:	ALL Staff - District Wide PD
August 30:	First Day of School – Half Day Students
September 3-6:	Labor Day Holiday Break – NO SCHOOL
September 24:	No Students - District Wide PD
October 22:	Half Day - Students and Staff
November 2:	No Students – District Wide PD
November 24:	Half Day Students and Staff – End of Trimester I
November 25-26:	Thanksgiving Holiday Break – NO SCHOOL
December 20-31:	Winter Holiday Break – NO SCHOOL
January 3:	School Resumes
January 17:	MLK Holiday Break – NO SCHOOL
February 4:	Half Day - Students and Staff
February 21-22:	Students Mid-Winter Break – NO SCHOOL
February 22:	ALL Staff - District Wide PD
March 11:	Half Day Students and Staff – End of Trimester II
March 18:	No Students – District Wide PD
March 28-April 1:	Spring Holiday Break – NO SCHOOL
April 15:	Good Friday Holiday Break – NO SCHOOL
May 6:	Half Day - Students and Staff
May 27-30:	Memorial Day Holiday Break – NO SCHOOL
June 10:	Half Day Students and Staff – End of Trimester III LAST DAY OF SCHOOL

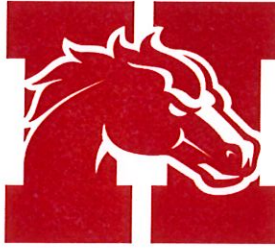
12 hours during the school year will be allocated for Parent-Teacher Conferences



Holly Area Schools 2022-23 Calendar

August 23:	First Day NEW STAFF
August 24-25:	ALL Staff - District Wide PD
August 29:	First Day of School – Half Day Students
September 2-5:	Labor Day Holiday Break – NO SCHOOL
September 21:	No Students - District Wide PD
October 21:	Half Day - Students and Staff
November 8:	No Students – District Wide PD
November 23:	Half Day Students and Staff – End of Trimester I
November 24-25:	Thanksgiving Holiday Break – NO SCHOOL
Dec 26 - Jan 6:	Winter Holiday Break – NO SCHOOL
January 9:	School Resumes
January 16:	MLK Holiday Break – NO SCHOOL
February 3:	Half Day - Students and Staff
February 20-21:	Students Mid-Winter Break – NO SCHOOL
February 21:	ALL Staff - District Wide PD
March 10:	Half Day Students and Staff – End of Trimester II
March 13:	No Students – District Wide PD
March 27-31:	Spring Holiday Break – NO SCHOOL
April 7:	Good Friday Holiday Break – NO SCHOOL
May 5:	Half Day - Students and Staff
May 23-29:	Memorial Day Holiday Break – NO SCHOOL
June 9:	Half Day Students and Staff – End of Trimester III LAST DAY OF SCHOOL

12 hours during the school year will be allocated for Parent-Teacher Conferences



Holly Area Schools 2023-24 Calendar

August 22:	First Day NEW STAFF
August 23-24:	ALL Staff - District Wide PD
August 28:	First Day of School – Half Day Students
September 1-4:	Labor Day Holiday Break – NO SCHOOL
September 20:	No Students - District Wide PD
October 20:	Half Day - Students and Staff
November 7:	No Students – District Wide PD
November 22:	Half Day Students and Staff – End of Trimester I
November 23-24:	Thanksgiving Holiday Break – NO SCHOOL
Dec 25 – Jan 5:	Winter Holiday Break – NO SCHOOL
January 8:	School Resumes
January 15:	MLK Holiday Break – NO SCHOOL
February 2:	Half Day - Students and Staff
February 19-20:	Students Mid-Winter Break – NO SCHOOL
February 20:	ALL Staff - District Wide PD
March 8:	Half Day Students and Staff – End of Trimester II
March 15:	No Students – District Wide PD
March 25-29:	Spring Holiday Break – NO SCHOOL
May 3:	Half Day - Students and Staff
May 24-27:	Memorial Day Holiday Break – NO SCHOOL
June 6:	Half Day Students and Staff – End of Trimester III LAST DAY OF SCHOOL

12 hours during the school year will be allocated for Parent-Teacher Conferences

APPENDIX A. NON-TENURED TRACK

The following appendix shall only apply to the following members whose positions are not governed by the Tenure Act to include; the school guidance counselors, school social workers, school speech and language pathologists and school psychologists. These articles are in addition to the articles in the master agreement.

PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS

- A. All non-tenure track employees shall be given written notice of their tentative assignment for the forthcoming year no later than five (5) business days after completion of the preceding school year. In the event of any type of change, all non-tenure track employees affected and the Association will be promptly notified.

VACANCIES AND TRANSFERS

- A. 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.

- B. Voluntary Transfers

Any non-tenure track employee 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, position sought, and the qualifications. All requests for possible assignment change must be submitted by April 1st.

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

- C. 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 non-tenure track employees, 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: Superintendent or designee, appropriate program or building administrator, individuals involved in the transfer and a representative of the HEA.

3. The Association and non-tenure track employee(s) 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 non-tenure track employee 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.
- D. The Association and applicant shall receive written notice of the decision regarding transfers.

NON-TENURE TRACK EMPLOYEE EVALUATION

- A. The Board and Association recognize that evaluation of non-tenure track employee performance is necessary and that evaluation is the responsibility of the administration. Evaluation procedures shall be reviewed with non-tenure track employees 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 non-tenure track employees. If circumstances require a change in evaluators, a conference will be held with the affected parties. Normally the principal, assistant principal or director will conduct evaluations. Other district personnel may conduct evaluations by mutual agreement of the HEA member and administration, or association request.
- B. Non-tenured track employees will be evaluated in their current assignment. The procedure, forms and criteria for evaluation will be found in a separate document
- C. Non-tenure track employees will be evaluated yearly.
 1. The evaluation cycle will be comprised of a formal evaluation based on the 5D Framework and Evaluation Rubric.
 - a. Summative evaluation is due no later than June 15 of the school year.

LAYOFF AND RECALL

- A. Layoff Procedures

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

Layoff(s) will be based on non-tenure track employees' effectiveness ratings, seniority, State certification, appropriate grade level placement and highly qualified status. The school district will not lose accreditation by AdvancED or the State Department of Education because of the implementation of the layoff procedure. Before official action on a reduction of non-tenure track employees 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 agrees to give as much notice as possible of layoff, but no later than June 1st of the current school year.
2. Each non-tenure track employee 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 non-tenure track employee at said address by certified mail, return receipt requested. If no such address is recorded, the letter will be mailed to the non-tenure track employee at the last address recorded in the Administration Office.
3. To provide appropriate time for planning and preparation for the upcoming school year, placement of non-tenure track employees will be based on appropriate qualifications (including but not limited to endorsements and highly qualified status) as of March 1st of the current year.
4. Non-tenure track employees may continue insurance benefits on a self-pay basis during layoff if company policy permits.
5. Non-tenure track employees 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.
6. Persons on layoff will not lose seniority during the layoff but will not accumulate additional seniority during the layoff period.
7. Layoff notices shall automatically terminate individual employment contracts.
8. Non-tenure track employees will retain salary schedule placement accumulated as of the effective date of layoff.
9. The Association will receive copies of layoff notices.

B. Recall Procedures

1. Administrators who are laid off and are properly certified and qualified, but lack sufficient bargaining unit seniority to bump into a non-tenure track employee position, may be recalled prior to probationary non-tenure track employees being recalled from layoff or a new non-tenure track employee being hired.
2. The Board will maintain the recall list. Non-tenure track employees will remain on the recall list for a period of two (2) years from the point of layoff.
3. Non-tenure track employees 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 reemployment 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.

A non-tenure track employee who did not accumulate seniority for any period of time during the year will be placed with the appropriate group on the seniority list and will be considered the most senior person in the resultant group.

DISCIPLINE OF NON-TENURED TRACK EMPLOYEES

- A. No non-tenure track employee 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 non-tenure track employee shall not be construed as discipline.
- B. Non-teaching professionals shall be subject to five (5) years of probation and may be dismissed.

Guidelines for Professional Development that Qualifies for Michigan Legislative Requirements under Michigan Compiled Law Sections 380. 1526 and 1527 (October 2012)

District staff are encouraged to design professional development experiences which:

1. Serve the purpose of increasing student learning
2. Align with your school improvement plan
3. Are planned, ongoing, and intensive
4. Are supported in some way by the school or district, such as through 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.

If the professional development activity is to be reported for certificate renewal, documentation will be needed to support the information provided on the District Provided Professional Development Record for Certificate Renewal (TE-2900-27 ADDENDUM).

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)
Orientation Experiences (such as district and building orientation)	Yes (if you can respond affirmatively to the above four guiding points)	No
Curriculum Development Meetings, School Improvement Committees	Yes (if you can respond affirmatively to the above four guiding points)	Yes (if you can respond affirmatively to the above four guiding points)
Professional Learning Communities, Study Groups, Action Research, Study of Student Work, Lesson Study	Yes (if you can respond affirmatively to the above four guiding points)	Yes (if you can respond affirmatively to the above four guiding points)
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 guiding points)
Mentoring of the New Teacher	Yes (if you can respond affirmatively to the above four guiding points; should be documented to show growth)	Maybe (if new knowledge is gained by veteran teacher, who can respond affirmatively to above four guiding points, while providing formal mentoring)
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)

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)
Sessions Dedicated to Qualifying for North Central Association or MDE Accreditation	Yes (if you can respond affirmatively to the above four guiding points and it is addressed in an Individualized Development Plan)	Yes (if you can respond affirmatively to the above four guiding points)
Conferences/ Workshops <ul style="list-style-type: none"> • 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 guiding points, 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 guiding points)
	• At an Off-site Location	Yes (if the district pays for it or otherwise supports it, and you can respond affirmatively to the above four guiding points)
Online Learning Experiences (including 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 guiding points)
Student Teacher Supervision	N/A (Teachers in their first three years in the teaching profession usually do not serve in this role.)	Maybe (if it leads to new knowledge for the supervising teacher, who can respond affirmatively to the above four guiding points)
Staff Meetings	No (unless the primary purpose of the meeting is about student learning, instructional strategies or curriculum content)	No (unless the primary purpose of the meeting is about student learning, instructional strategies or curriculum content)
Parent-Teacher Conferences or Back to School Night	No	No
Athletic Coaching Clinics	No	No
Records Day	No	No

For information on MCL 380.1526, Induction and Mentoring, contact Dr. Sarah-Kate LaVan at: 517/373-7861 or LaVanS@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

INDEX

Addendum for Health Insurance	50
Addendum for School Safety Initiative	51
Administrative Interns	5, 16
Administrative Post	19
Advanced Work	26
Advance credit reimbursement	26
Agency shop	5,6
Assignments, Teacher	6, 14, 15, 16, 37
Association Days	8
Blood Borne Pathogens Exposures	33
Board Agenda	8
Board Rights	11, 27, 28, 35, 37
Building Use	8
Bulletin Boards	8
Calendar	47-49
Cash Option	32
Certification	9, 16, 17, 18, 35
Classroom move/setup	14
Class size	15
Daily Preparation	9
Delayed start	14
Dental	20, 32
Discipline of Teachers	38
Discrimination	39
Dues Deduction	6
Duration	5, 31, 40
Employee Benefits	32
Experience Credit	12
Extra Curricular Evaluation	11
Extra Curricular Activities	11, 44, 45
Financial Matters	8
Grievance Procedure	27-28
Health Examinations	34
Hospitalization	32
Indemnification	7
Injuries	19
Inservice Day	9, 47, 48, 49
Insignia	8
Insurance Options	32
Insurance Premium Contribution	32
Layoff and Recall	35-38
Leave, Anticipated Prolonged Disability	21
Leave, Bereavement – Family	21
Leave, Bereavement – Inlaw	21
Leave, Childcare	21

Leave, Days	20-22
Leave, Day Use	20
Leave, Educational Improvement	23
Leave, Exchange Program	22
Leave, Family Medical Leave Act (FMLA)	23, 24
Leave, Funeral Non-Relative	20
Leave, Illness, Injury or Disability	20
Leave, Jury Service	22
Leave, Legal	22
Leave, Medical/Dental	20
Leave, Not Charged	20
Leave, Paternity	20
Leave, Personal Business Day	21
Leave, Public Office	23
Leave, Religious	20
Leave, Selective Service Physical Examination	22
Leave, Serious Illness in Family	20
Leave, Study	23
Leave, Without Pay	23
Lesson Plans	9
Life Insurance	33
Long Term Disability Insurance	33
Lunch Period	14
Meetings Required	9
Mentor Teachers	17
Mileage Allowance	34
Pay Selection	13
Per Diem Rate	13, 22
Personal Life	9
Personnel File	12, 17, 25
Preparation Period	14, 15
Printing, Shared Costs	38
Probationary Teacher In-service/academy	10
Public Information	8
Recall	35-38
Recognition	5
Reopening	39
Representation	25
Retirement	26, 34
Salary Deduction	5, 13, 31
Salary Schedule	41-43
Savings Clause	38
Section 125	34
Seniority	5, 12, 17, 18, 34, 35, 36
Seniority List	37
Shared Time Teaching	19

Sick Bank	37
Sick Days	20, 34
Strike Prohibition	31
Substitute Teachers	9, 16, 34, 36
Summer School Employment	18, 46
Supersedence	31
Tax Shelter Annuities	31, 33
Teacher Evaluations	12, 25, 26
Teacher Illness & Substitutes	33
Teacher Protection	26
Teacher Rights & Responsibilities	8
Teacher Work Day	20, 21
Telephone Use, Association	8
Transfers	17, 18
Tuition Reimbursement	27
Vacancies/Postings	17, 18
Vision Insurance	33
Workers Compensation	18

LETTER OF Agreement
BETWEEN
Holly Area Schools (District)
AND THE
Holly Education Association (Association)

Re: Article XXV. B.

For the 2021-22, 2022-23, 2023-24 school years, and until a successor agreement is ratified, the parties agree to the following:

If the parties are required to negotiate due to Article XXV, Section B, there shall be no change in wages for any agreement that results in working 185 days or less.

Marcy Harris (Association President)

Scott Roper (District Superintendent)

LETTER OF Agreement
BETWEEN
Holly Area Schools (District)
AND THE
Holly Education Association (Association)

Re: Health Care Study

During negotiations of the 2021-2024 Master Agreement, the parties determined that a comprehensive review of health care insurance would be appropriate for consideration in a successor contract. Therefore, the parties indicated below hereby agree to convene a health care review committee no later than January 2024.

Marcy Harris (Association President)

Scott Roper (District Superintendent)

Holly Area School District 2021-22 School Calendar

Aug /September 2021						
S	M	T	W	TH	F	S
22	23	24	25	26	27	27
29	30	31	1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		23

September 6 - Labor Day

October 2021						
S	M	T	W	TH	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						44

October 6 - Count Day

November 2021						
S	M	T	W	TH	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				63

November 25 - Thanksgiving

December 2021						
S	M	T	W	TH	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	76

Winter Break

December 20 - December 31

January 2022						
S	M	T	W	TH	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					96

January 17 - MLK Day

February 2022						
S	M	T	W	TH	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					115

February 9 - Count Day

February 21 - Presidents Day

March 2022						
S	M	T	W	TH	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		133

March 28-April 1 - Spring Break

April 2022						
S	M	T	W	TH	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
						152

April 15 - Good Friday

April 17 - Easter Sunday

May 2022						
S	M	T	W	TH	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				20
						172

May 30 - Memorial Day

June 2022						
S	M	T	W	TH	F	S
			1	2	3	4
5	6	7	8	9	10	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			8
						180

#	1st Day of School - 1/2 Day Students
	Student Instruction Day - Full Day
	End of Trimester - 1/2 Day Staff and Students
	1/2 Day Students - 1/2 Day Staff PD
	1/2 Day Staff and Students
#	New Teacher - Full Day Orientation/PD
#	District Wide Full Day PD - No Students
X	Holiday/Break (No Students/No Staff)

1st Tri 61 Days

2nd Tri 63 Days

3rd Tri 56 Days

180

Holly Area School District 2022-23 School Calendar

Aug /September 2022						
S	M	T	W	TH	F	S
21	23	23	24	25	26	27
28	29	30	31	1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	24

September 5 - Labor Day

October 2022						
S	M	T	W	TH	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					21

October 5 - Count Day

November 2022						
S	M	T	W	TH	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			19

**November 8 - Election Day
November 24 - Thanksgiving**

December 2022						
S	M	T	W	TH	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31
						17

**Winter Break
December 26 - January 6**

January 2023						
S	M	T	W	TH	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				16

January 16 - MLK Day

February 2023						
S	M	T	W	TH	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				19

**February 8 - Count Day
February 20 - Presidents Day**

March 2023						
S	M	T	W	TH	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	17

March 27-31- Spring Break

April 2023						
S	M	T	W	TH	F	S
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						19

**April 7 - Good Friday
April 9 - Easter Sunday**

May 2023						
S	M	T	W	TH	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			21

May 29 - Memorial Day

June 2023						
S	M	T	W	TH	F	S
				1	2	3
4	5	6	7	8	9	10
11	13	14	15	16	17	18
18	19	20	21	22	23	24
25	26	27	28	29	30	7

	1st Day of School - 1/2 Day Students
	Student Instruction Day - Full Day
	End of Trimester - 1/2 Day Staff and Students
	1/2 Day Students - 1/2 Day Staff PD
	1/2 Day Staff and Students
	# New Teacher - Full Day Orientation/PD
	# District Wide Full Day PD - No Students
	X Holiday/Break (No Students/No Staff)

1st Tri 61 Days
2nd Tri 63 Days
3rd Tri 56 Days

Holly Area School District 2023-24 School Calendar

Aug /September 2023						
S	M	T	W	TH	F	S
20	21	22	23	24	25	26
27	28	29	30	31	1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

September 4 - Labor Day

October 2023						
S	M	T	W	TH	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

October 4 - Count Day

November 2023						
S	M	T	W	TH	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

November 7 - Election Day
November 23 - Thanksgiving

December 2023						
S	M	T	W	TH	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

December 25 - January 5

January 2024						
S	M	T	W	TH	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

January 1-5 - Winter Break
January 15 - MLK Day

February 2024						
S	M	T	W	TH	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		

February 7 - Count Day
February 19 - Presidents Day

March 2024						
S	M	T	W	TH	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

March 25-29 - Spring Break
March 29 - Good Friday
March 31 - Easter Sunday

April 2024						
S	M	T	W	TH	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

May 2024						
S	M	T	W	TH	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

May 27 - Memorial Day

June 2024						
S	M	T	W	TH	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

#	1st Day of School - 1/2 Day Students
	Student Instruction Day - Full Day
	End of Trimester - 1/2 Day Staff and Students
	1/2 Day Students - 1/2 Day Staff PD
	1/2 Day Staff and Students
#	New Teacher - Full Day Orientation/PD
#	District Wide Full Day PD - No Students
X	Holiday/Break (No Students/No Staff)

1st Tri 56 Days
2nd Tri 63 Days
3rd Tri 61 Days
180