

AGREEMENT

between the

BOARD OF EDUCATION

of the

SCHOOL DISTRICT OF THE

CITY OF HOLLAND

and the

HOLLAND EDUCATION ASSOCIATION

September 1, 2008 through August 31, 2011

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** The evaluation program contained in Appendix G is printed separately.

PREAMBLE

This Agreement is entered into this 7th day of August, 2006, between the School District of the City of Holland, Michigan, represented by the Board of Education, hereinafter called the "District," and the Holland Education Association, hereinafter called the "Association."

WITNESSETH

WHEREAS the District and the Association recognize and declare that providing a quality education for the children of the School District of the City of Holland is their mutual aim and that the character of such education depends upon the quality and morale of the teacher service, and

WHEREAS the parties have reached certain understandings which they desire to memorialize, it is agreed as follows:

**ARTICLE 1
RECOGNITION**

- A. The District hereby recognizes the Holland Education Association as the exclusive bargaining representative as defined by applicable provisions of Act 336, Michigan Public Acts of 1947, as amended by Act 379 of the Michigan Public Acts of 1965 and subsequent amendments, for all professional, certified personnel employed by the District, as well as school psychologists, and school nurses, but excluding the following: substitutes not under contract, District-designated administrative personnel, and all other personnel. A list of the District-designated administrative personnel will be submitted to the Association President by September 1.

The term “teacher,” when used hereinafter in the Agreement, shall refer to all employees represented by the Association in the bargaining unit.

- B. For purposes of this Agreement, all Pre-K-5 teachers shall be considered to be elementary/focus school teachers; all 6th, 7th and 8th grade teachers shall be considered to be middle school teachers; and all grades 9-12 teachers shall be considered to be high school teachers.
- C. The District agrees not to negotiate with any teachers’ organization other than the Association for the duration of this Agreement.

**ARTICLE 2
DISTRICT RIGHTS**

- A. Nothing contained herein shall be considered to deny or restrict the District of its rights, responsibilities, and authority under the Michigan General School Laws or any other laws or regulations.
- B. Except as expressly abridged by the provisions of this Agreement, it is agreed that all rights which ordinarily vest in and have been exercised by the District shall continue to vest exclusively in and be exercised exclusively by the District. Such rights shall include by way of illustration and not by way of limitation, the right to:
1. Manage and control its business, its equipment, and its operations.
 2. Continue its rights, policies, and practices of assignment and direction of its personnel and scheduling.
 3. Direct the working forces, including the right to hire, promote, evaluate, discipline, transfer and determine the size of the work force.

4. Determine the services, supplies, and equipment necessary to continue its operation.
5. Adopt reasonable rules and regulations.
6. Determine the qualifications of employees, including health qualifications.
7. Determine overall goals and objectives as well as the policies affecting the educational programs.
8. Determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings, or other facilities.
9. Determine the size of the management organization, its functions, authority, amount of supervision, and the table organization.
10. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.

**ARTICLE 3
TEACHER AND ASSOCIATION RIGHTS**

- A. The District agrees to observe all the rights given to the Association pursuant to Act 336 of the Michigan Public Acts of 1947, as amended by Act 379 of the Michigan Public Acts of 1965. This shall not be construed to deny or restrict any employee rights established under the Michigan General School Laws or any other laws and regulations.
- B. The District agrees to provide the Association with any information required by law concerning the District. The District further agrees to provide the HEA President with such reports as are available to the Board at the same time they become public information.
- C. Teachers shall have access to their own personnel files in the presence of the Director of Human Resources or his/her designee. Teachers shall have access to their own personnel files during normal business hours, provided that examination of the files shall not interfere with normal teaching duties. A teacher may give written authorization to a representative to examine the file. A copy of such authorization shall be given to the Administrator and shall become part of the personnel file.

- D. Any teacher shall have the right to accept or reject the assignment of a student teacher.
- E. The District shall provide a copy of the District Policy Manual to the Association President and shall provide the President with any and all updates to the manual as they are made. In addition, there shall be a District Policy Manual for staff use in each staff lounge/work room, however, the Association shall assume the responsibility for updating said policy manuals as changes are made. A copy of the Master Agreement will be made available to each teacher by the District.
- F. Upon request of the Association President, fifteen (15) leave days for Association purposes shall be granted at District expense. Up to twenty-five (25) additional days shall be granted with the Association paying for the substitutes involved. All requests shall be made in writing. The Association shall attempt to limit the number of Association leave days taken by any one (1) teacher to ten (10) per year.
- G. An intra-school delivery service shall be provided for teacher use. The Association shall indemnify and save the Board harmless against and from any and all liability that may arise out of or by reason of actions taken by the Board to comply with this paragraph, provided that the District does not initiate any such legal action. The Association shall, when the Board is sued individually or jointly, make available competent legal counsel for such defense at the expense of the Association and the MEA and NEA. The Association shall have the right to negotiate a settlement to any such action.
- H. A telephone in the assigned building shall be available for teacher use provided such use does not interfere with use of telephones for District purposes.
- I. Adequate teaching supplies and materials will be provided within the limitations of school district resources. Teachers will make requisitions for supplies and materials at least sixty (60) days in advance. Requisitions are subject to administrative approval.
- J. Teachers shall be allowed reasonable access outside of regular school hours to their respective buildings for purposes connected with performance of their professional duties. Specific procedures for access shall be issued by the building administrator.
- K. Teachers shall report any allegedly unclean or unsafe building conditions to the building administrator. The administrator shall investigate the situation and develop a written plan with a timetable, in consultation with the teacher and/or an HEA representative, to address the situation.

- L. Teachers' lounges shall be available in all buildings as in the past. Each year, to the extent space allows without disrupting educational services, the building administrator will designate space for the following professional responsibilities: confidential telephone calls, work space for itinerant staff, and a teachers' lounge. Reasonable efforts will be made to avoid using the lounge for instruction during the regular school day, provided that alternate space is available.
- M. The parties shall not discriminate on the basis of race, creed, religion, color, national origin, age, sex, marital status, and/or handicap.
- N. The Association and its representatives shall have the right to use school facilities and equipment for meetings at reasonable times when such facilities are not otherwise in use. Requests for use shall be made to the building administrator. The Association shall be responsible for proper use of all facilities and equipment, including leaving them in the same condition as they were prior to the Association's use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use and shall be liable for any damages caused to said equipment by improper use by individuals using it for Association business.
- O. The Association shall have the right to post notices of activities and matters of Association concern on designated bulletin boards in each building or facility to which bargaining unit members may be assigned. All Association materials so posted will be identified as Association material.
- P. Within the available parking facilities, high school teachers shall be assigned to park in the parking lot adjacent to their first class of the day. Students shall not be allowed to park in teachers' parking areas.
- Q. The Board and HEA agree to jointly develop and implement strategies to market the district's quality educational programs in order to retain and recruit students and families.

ARTICLE 4
PROFESSIONAL NEGOTIATIONS

- A. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. The parties mutually agree that their representatives will be clothed with all necessary powers and authority to make proposals, and arrive at tentative agreements in the course of negotiations.
- B. It is recognized that no final agreement between the parties may be executed without ratification by the District and the Association membership.

- C. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the Michigan Employment Relations Commission or take any other lawful measures.

ARTICLE 5 COMMUNICATIONS

- A. The Association is encouraged to express its opinions to the District with respect to any matter of educational concern.
- B. Representatives of the District (including at least two (2) Board members and two (2) Central Office Administrators) and the Association (including at least two (2) Association Officers) shall meet monthly, September through May, for the purpose of reviewing the administration of the contract and other matters of mutual concern. Each party shall submit to the other, prior to any scheduled meeting, an agenda covering items to be discussed. Meetings will be scheduled in a mutually agreeable location. The chairperson shall alternate between a Board appointee and the Association appointee at respective meetings.
- C. The building principal and the Association's building representative(s) shall meet monthly, September through May, for the purpose of reviewing the administration of the existing contract and other matters of concern.

ARTICLE 6 GRIEVANCE PROCEDURE

- A. **DEFINITION**
 - 1. A "grievance" is a written claim by a teacher, a group of teachers, or the Association of an alleged violation, misinterpretation, or misapplication of a specific identified provision of this contract.
 - 2. The grievant is the person, persons, or Association making the claim.
 - 3. The term "days" shall mean teaching attendance days.
- B. **PURPOSE**

The primary purpose of this procedure is to secure, at the lowest level possible, equitable solutions to the problems of the parties.

C. STRUCTURE

1. A grievance shall be filed on a form which is acceptable to the Association and the District.
2. Grievances will normally be filed at Level One, except grievances involving more than one (1) person or building may be filed at Level Two by mutual agreement between the Superintendent and the Association President.
3. Grievances formally filed at the first level shall contain a designation of the remedy sought in connection with the grievance. Any amendments to proposed relief shall be made no later than Level Three.

D. TIME LIMITS

1. The number of days indicated at each level shall be considered as maximum, and every effort shall be made to expedite the process. The time limits may be compressed or extended, in writing, by mutual consent.
2. If a teacher does not file a written grievance within thirty (30) days after the act or conditions on which the grievance is based occurred, then the grievance shall be considered waived.
3. Failure by the grievant at any level to appeal a grievance to the next level within the specified time limits shall be deemed to be the same as declining the right to appeal through this grievance procedure.
4. Failure by the administration to respond within the time limits shall cause the grievance to be advanced to the next level at the option of the grievant.

E. PROCEDURES

If a teacher or the Association feels that there is a grievance, the teacher or Association Representative shall first discuss the matter with the principal or other appropriate administrator. The teacher shall have the right to have his/her Association Representative assist him/her in efforts to resolve the problem informally.

1. Level One - School Principal
 - a. If the grievant is not satisfied with the outcome of the informal procedure, he/she may, within thirty (30) days following the act or conditions on which the grievance is based, present his/her claim as a formal grievance to his/her principal or supervisor.

- b. The principal or supervisor shall, within ten (10) days, render his/her decision in writing to the grievant.
2. Level Two - Superintendent of Schools
- a. If the grievant is not satisfied with the disposition of his/her grievance at Level One, he/she may file his/her written grievance with the superintendent within ten (10) days following receipt of the decision at Level One.
 - b. The Superintendent shall, within ten (10) days after receipt of the referral, meet with the grievant and with a representative of the Association's Grievance Committee for the purpose of resolving the grievance.
 - c. The Superintendent shall, within ten (10) days after the hearing, render his/her decision in writing to the grievant with a copy to the Association's Grievance Committee Chairperson.
3. Level Three - Board of Education
- a. If the grievant is not satisfied with the disposition of his/her grievance at Level Two, he/she may file the grievance with the Board of Education within ten (10) days following receipt of the Level Two decision.
 - b. The Board of Education shall, within ten (10) days after receipt of the appeal, meet with the grievant and with the representatives of the Association for the purpose of reviewing the grievance. The meeting shall be public or private, at the option of the grievant, to the extent permitted by law.
 - c. The Board shall, within ten (10) days after such meeting, render its decision in writing to the grievant with a copy to the Association's Grievance Chairperson.
4. Level Four - Arbitration

Individual teachers shall not have the right to process grievances at Level Four. If a satisfactory disposition of the grievance is not made as a result of the meeting provided for in Level Three above, the Association shall have the right to appeal the dispute to an impartial arbitrator under and in accordance with the rules of the American Arbitration Association. Such

appeal must be taken within twenty (20) days from the date of receipt of the decision following the meeting provided for in Level Three above.

Upon filing with the American Arbitration Association, the HEA and the Board may agree to process the case under the Expedited Labor Arbitration Rules.

5. Powers of the Arbitrator

It shall be the function of the arbitrator, and he/she shall be empowered, except as his/her powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific articles and sections of this Agreement.

- a. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
- b. The arbitrator shall have no power to establish salary scales or change any salary.
- c. The arbitrator shall have no power to rule on any of the following:
 1. The termination of services of or failure to re-employ any probationary teacher.
 2. The failure to reemploy any teacher to a position on the extra-curricular schedule.
 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, including any matter subject to the procedures specified in the Teacher Tenure Act (Act IV of Public Acts, extra session, of 1937 of Michigan, as amended).
 4. Any matter involving the teacher evaluation, unless it is a claim of failure to follow contract procedures.
- d. He/she shall have no power to change any practice, policy, or rule of the District nor to substitute his/her judgment for that of the District as to the reasonableness of any such practice, policy, rule or any action taken by the District. His/her power shall be limited to deciding whether the District has violated the expressed articles or sections of this Agreement; and he/she shall not imply obligations and conditions binding upon the District from this

Agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the District.

- e. He/she shall have no power to decide any questions which, under this Agreement, is within the responsibility of management to decide. In rendering a decision, an arbitrator shall give due regard to the responsibility of management and shall so construe the Agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this Agreement.
- f. If either party disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall determine the arbitrability of said dispute, except that either party reserves the right to seek resolution of any dispute of arbitrability in a court of competent jurisdiction before or after arbitration.
- g. There shall be no appeal from an arbitrator's decision if within the scope of his/her authority as set forth above. It shall be final and binding on the Association, its members, the employee or employees involved and the District.
- h. The fees and expenses of the arbitrator shall be shared equally by the Association and the District.

F. CLAIM FOR BACK PAY

The District shall not be required to pay back wages more than twenty-five (25) days prior to the date a written grievance is filed.

- 1. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any compensation that he/she may have received from any source during the period of the back pay.
- 2. No decision in any one case shall require a retroactive wage adjustment in any other case.
- 3. Claims for underpayments attributed solely to Board error shall be reimbursed up to 6 months prior to the date a written grievance regarding such underpayment is filed. The HEA acknowledges the Board's right pursuant to MCLA 408.477 to make deductions from a bargaining unit member's salary within 6 months after making an overpayment.
- 4. If the member has erred by failing to meet a contractual time requirement for reporting a change in status, the District shall not be held at fault, but

will put the member at the proper place on the salary schedule at the beginning of the semester following verification of the member's contention.

**ARTICLE 7
TEACHING HOURS**

A. ELEMENTARY TEACHING DAY

1. The elementary day shall be as follows for grades K-5 (excluding East K-8):

<u>Kindergarten:</u>	<u>Teacher</u>	<u>Student</u>
AM:	8:15-11:47	8:40 – 11:47
Lunch:		11:47-12:30 43 minutes-duty free (Any full time Kindergarten teacher will be paid their hourly rate for 12 minutes x the number of full days in each school year to equal 55 minutes)
PM:	12:30-3:42	12:30 – 3:37
½ day schedule:	8:25-12:09	8:50-12:04
<u>Pre-1st-3rd Grade:</u>	<u>Teacher</u>	<u>Student</u>
AM:	8:25-11:50	8:50-11:50
Lunch:	11:50-12:30	(duty free)
PM:	12:30-3:42	12:30-3:37
½ day schedule:	8:25-12:09	8:50-12:04
<u>4th-5th Grade:</u>	<u>Teacher</u>	<u>Student</u>
AM:	8:10-11:35	8:35-11:35
Lunch:	40 minute duty free lunch	The district retains the right to define the number of duty free lunch schedules of 40 minutes within the school day to accommodate student population and schedule.

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PM: 12:15-3:27 12:15-3:22

½ day schedule: 8:10-11:54 8:35-11:49

The elementary day shall be as follows for grades East K-5:

Kindergarten: Teacher Student

AM: 7:35-11:07 8:00 – 11:07

Lunch: 11:07-11:55 48 minutes-duty free (Any full time Kindergarten teacher will be paid their hourly rate for 7 minutes x the number of full days in each school year to equal 55 minutes)

PM: 11:55-3:07 11:55-3:02

½ day schedule: 7:35-11:19 8:00-11:14

Pre-1st-5th Grade: Teacher Student

AM: 7:50-11:22 8:15-11:22

Lunch: 11:22-12:02 40 minutes-duty free

PM: 12:02-3:07 12:02-3:02

½ day schedule: 7:40-11:24 8:05-11:19

2. Teachers who teach Kindergarten both AM and PM will receive a minimum of 180 minutes of planning time per week based upon a full five day week with a minimum of 20 (twenty) minute increments. Kindergarten teachers who teach AM or PM only will receive 90 minutes of planning time per week based upon a full five day week with a minimum of 20 (twenty) minute increments.
3. Teachers in grades PreFirst-5 will receive a minimum of 160 minutes of planning time per week based upon a full five day week with a minimum of 30 (thirty) minute increments.
4. Elementary teachers may use for preparation and planning the time their classes are receiving instruction from “Specialists.” When a specialist is absent and a substitute cannot be obtained, classroom teachers will continue their regular class responsibilities. In such event, the classroom

teacher will be compensated according to Appendix E, paragraph F (1), prorated for the amount of time worked.

5. When a class is scheduled to be with a specialist, and an assembly or other similar activity is scheduled during the specialist's time, the specialist shall be responsible for the class during the specialist's regularly scheduled time. If the assembly continues before or after the specialist's time, the classroom teacher will be responsible for the class before and/or after the specialist's regularly scheduled time. Under normal circumstances, which are brought to the attention of the building principal and the association representative in the building, the principal may assign the classroom teacher to cover the assembly; in that event, the principal shall endeavor to reschedule the special class.
6. Elementary specialists shall be provided (during the student day) with the same amount of preparation time per week as elementary classroom teachers, in blocks of at least twenty (20) minutes.
7. The time period between teacher start and student start shall be teacher preparation time to be used for activities related to the teacher's professional responsibilities. Professional responsibilities may include things such as IEPCs, technology training, voluntary school improvement activities, etc. This time shall not normally be used for regularly scheduled staff meetings, but may be used for voluntary "stand up" special or emergency staff meetings. The time between the student dismissal and teacher dismissal shall be used for activities related to the teacher's professional responsibilities which may include parent contact.
8. Definitions:
 - a. Elementary Specialists: May include and not limited to: teachers of art, vocal music, physical education, world language, media (librarians), band, and orchestra.
 - b. Special Service Teachers: May include and not limited to teachers assigned to buildings to deal with special needs that supplement the work of the classroom teacher such as social workers, support teachers (reading consultants, learning disabled consultants reading specialists, literacy coaches), speech pathologists, English as a second language teachers, gifted and talented, resource room teachers and technology integration specialists.

B. MIDDLE SCHOOL TEACHING DAY

1. The Middle school day shall be as follows for grades 6-8:

	<u>Teacher Start</u>	<u>Student</u>
	7:45 a.m.	
1 st period/homeroom		7:50 a.m. – 8:51 a.m.
2 nd period		8:56 a.m. – 9:44 a.m.
3 rd period		9:49 a.m. – 10:37 a.m.
4 th period (Lunch-duty free or class)		10:42 a.m. – 11:30 a.m.
5 th period (Lunch-duty free or class)		11:35 a.m. – 12:23 p.m.
6 th period (Lunch-duty free or class)		12:28 p.m. – 1:16 p.m.
7 th period		1:21 p.m. – 2:09 p.m.
8 th period		2:14 p.m. – 3:02 p.m.
	Teacher end 3:07 p.m.	
 ½ day schedule	 Teacher Start/End 8:14 a.m.-11:24 a.m.	 8:19 a.m.- 11:19 a.m.

2. All middle school teachers shall be assigned in accordance with the following:
- a. Teachers in grades 6-8 will teach six periods during the day. Teachers may be assigned to teach content across grade levels. For example, a teacher of mathematics may teach math to students in grades 6, 7 and 8. Teachers at the middle school level will not have more than three preps in any given semester without his/her consent.
 - b. One period during the day shall be assigned for individual planning congruent with the length of time of one regular teaching period. Preparation periods/individual planning during the student day are to be used for activities related to the teacher’s professional responsibilities.
 - c. The district will assign core classes which may include but not be limited to (communication arts, math, science, social studies, world language, computers, and “double blocks” of communication arts, math, social studies, or science for remediation or enrichment.)
 - d. The district will also assign “Unified arts” which may include but not be limited to orchestra, band, choir, physical education, art and world language
 - e. Teachers shall not be assigned to subjects and/or grades outside the scope of their teaching certificate or qualifications.

f. Teachers who agree to teacher a 7th period during the year will be compensated a “7th” assignment.

3. It is understood that middle school specialists in the areas of instrumental music and physical education may be assigned to combined sections. When sections are combined in this fashion, each instructor shall be both certified and qualified for the assignment in question.

C. HIGH SCHOOL TEACHING DAY

1. The high school day shall be as follows for grades 9-12.

	Teacher Start	Student
	7:45 a.m.	
1 st Period		7:55 a.m. – 9:08 a.m.
2 nd Period		9:14 a.m. - 10:32 a.m. (announcements)
Lunch (Duty Free)		10:32 a.m. – 11:12 a.m.
3 rd Period (announcements)		11:18 a.m. – 12:31 p.m.
4 th Period		12:37 p.m. – 1:50 p.m.
5 th Period		1:56 p.m. – 3:09 p.m.
	Teacher End	
	3:19 p.m.	
½ day Schedule	7:45 a.m.	
1 st Period		7:55 a.m. – 8:33 a.m.
2 nd Period		8:39 a.m. – 9:17 a.m.
3 rd Period		9:23 a.m. – 10:06 a.m.
4 th Period		10:12 a.m. – 10:50 a.m.
5 th Period		10:56 a.m. – 11:34 a.m.
	11:44 a.m.	
Exam Day Schedule	Day 1	7:55 a.m. – 8:25 a.m. (Period 1 Review)
		8:25 a.m. – 8:40 a.m. (Passing Time 10 minutes, teacher available for Questions/Additional Help)

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		8:40 a.m. - 10:10 a.m. (Period 1 Exam)
		10:10 a.m. – 10:50 a.m. (Lunch-Duty Free, Includes 5 minutes passing)
		10:50 a.m. – 11:20 a.m. (Period 2 Review)
		11:20 a.m.-11:35 a.m. (Passing time 10 minutes, teacher available for Questions/Additional Help)
		11:35 a.m. – 1:05 p.m. (Period 2 Exam)
		1:05 p.m. – 3:19 p.m. (Teacher Work Time)
	Day 2	7:55 a.m. – 8:25 a.m. (Period 3 Review)
		8:25 a.m. – 8:40 a.m. (Passing Time 10 minutes, Teacher available for Questions/Additional Help)
		8:40 a.m. – 10:10 a.m. (Period 3 Exam)
		10:10 a.m. – 10:50 a.m. (Lunch-Duty Free, Includes 5 minutes passing)
		10:50 a.m. – 11:20 a.m. (Period 4 Review)
		11:20 – 11:35 a.m. (Passing Time 10 minutes, Teacher available for Questions/Additional Help)
		11:35 a.m. – 1:05 p.m. (Period 4 Exam)
		1:05 p.m. – 3:19 p.m. Teacher Work Time)

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	Day 3	7:55 a.m. – 8:25 a.m. (Period 5 Review)
		8:25 a.m. – 8:40 a.m.
		(Passing Time 10 minutes, teacher available for Questions/Additional Help)
		8:40 a.m. – 10:10 a.m. (Period 5 Exam)
		10:10 a.m. – 3:19 p.m. (Teacher Work Time)

2. The district retains the right to offer a truly “alternative” high school day which may include start and end times that reflect an early afternoon-evening schedule such as, but not limited to, 12:00-7:00 p.m. Staff assignments will be based upon certifications, N.C.L. B. qualifications and the teacher’s right to accept or reject said assignment. Any such position will first be posted internally to current Association members. Any member currently on layoff will have the right to recall. If the position has not been filled, then the district will post such position externally. The alternative schedule shall be negotiated with the Association by September 8, 2006.

3. All high school teachers shall be assigned in accordance with the following:
 - a. 4 classes per day, if a trimester schedule, one class period may include additional time for announcements not to exceed 10 (ten) minutes, homeroom or guidance.
 - b. One period during the day shall be assigned for individual planning. Preparation periods/individual planning during the student day are to be used for activities related to the teacher’s professional responsibilities.
 - c. No high school teacher shall be assigned more than three (3) preparations in any trimester without his/her consent.
 - d. Teachers shall not be assigned to subjects and/or grades outside the scope of their teaching certificate or qualifications.

D. TEACHING DAY – MISCELLANEOUS PROVISIONS

1. If modifications of the teaching day outlined above become desirable, the District shall negotiate such modifications with the Association. If there is a change in the transportation policy of the District or a restructuring of schools, the District shall have the authority without negotiations to alter the beginning time and ending time of the school day accordingly up to thirty (30) minutes provided that the in-school time shall not be increased.

2. Teachers (such as Headstart and pre-school special education teachers) whose assigned duties vary from the normal school working hours as outlined above shall have compensatory adjustments made in their working schedule by the appropriate administrators. Counselors may be scheduled to cover the twenty (20) minute period immediately preceding the regular teacher arrival time, the lunch period, or the twenty (20) minute period immediately following the regular teacher dismissal time. Such counselors shall have compensatory adjustments made in their work schedule.
3. Teachers shall not be required to supervise food service programs.
4. While this Agreement provides for the scheduled work day, the District recognizes that each teacher already commits additional time and funds to professional responsibilities normally associated with teaching. This includes but is not limited to phone calls to parents, and being reasonably available to discuss student progress.
5. All other bargaining unit members not otherwise covered under paragraphs A, B and C of this Article, shall have a work day congruent with the teacher work day of their assigned building. The specific starting/ending times shall be set in accordance with program needs and flexible schedules as assigned by their supervisor. Traveling bargaining unit members will end their work day based upon the start/end time of the building that they began.

E. PUPIL/TEACHER RATIO

1. Desirable Class Size

The following class sizes are recognized by the parties as being desirable:

- a. Pre-school, K, 1, and 2 20 to 25 students
- b. Grades 3 and 4 22 to 26 students
- c. Special Education As per State Guidelines
- d. High School English classes 22 to 26 students
(except humanities and forensics)
- e. Other classes (excluding 28 or less students
elective music courses
and physical education)
- f. The Board of Education will endeavor in requesting millage, bond issues, hiring staff, and planning further building programs to make a reasonable effort to contain class sizes within the desirable ratios.
- g. Further, the District agrees that the average class size in the District, within each group (i.e., a, b, in the elementary, and each subject area in the M.S. and H.S. levels) will not exceed the above limits.
- h. When any Pre-K – 5 class exceeds the desirable range above, after the 10 day modification period, the classroom teacher shall be paid \$25/day and the specialist \$5 per class per day during all times that the desirable range is exceeded. This paragraph pertains to students who have actually attended class, not the class list.
- i. When any class in grades 6-12 exceeds the desirable range after the ten (10) day modification period described in Article 7, E, the teacher shall receive overload pay as follows for all class periods in which the number of students who have actually attended class exceeds the desirable range:
 1. \$6.50 per class period, if there is no other employee assigned to the class;
 2. \$5.00 per class period if there is another employee assigned to the class;
 3. A student assigned to a class pursuant to an IEP process with a one-on-one instructional assistant is not counted to determine if the desirable range is exceeded.
 4. A one-on-one instructional assistant assigned pursuant to an IEP process is not considered to be another employee assigned to the class for the purpose of 2.
 5. Within the first five work days of each semester, a written communication shall be issued to all high school staff stating that overload will be paid if class size exceeds the desirable range after the ten day modification period described in Article 7H.

2. Maximum Class Size

The parties recognize that, in some instances, the foregoing desirable class sizes may need to be exceeded due to available space and available funds. Therefore, the following maximum class sizes are established:

- a. Pre-school, K, 1, and 2 30
- b. Special Education As per State Guidelines
- c. Other classes (excluding 32
elective music courses
and physical education)
- d. Further, under no event will the number of students assigned exceed the work stations available nor the safe limits of the facility.
- e. When any class exceeds the maximum listed above, the District shall, within ten (10) school days, reduce the number of students below the maximum.

3. In those classes which involve the integration of Special Education, E.S.L., and/or Special Needs students into the regular program, an effort will be made to provide a favorable pupil-teacher ratio. Modification in class size, scheduling and curriculum design will be made to accommodate the shifting demands that mainstreaming creates. The School District will provide materials, pupil personnel and supportive services for the teacher and handicapped students.

To promote the equitable distribution of responsibility for mainstreamed pupils among teachers, when more than one classroom placement may be available to accommodate the pupil's schedule, a pupil who has been certified through IEP (or current term) as EI, EMI, LD, HI, or POHI will be placed in the classroom which is least impacted by the pupil, considering the severity of the individual handicap and the overall size of the classes available.

4. Notwithstanding the provisions contained in paragraphs 1-3 above, there may be optional building agreements with respect to class size requirements and obligations proposed by the administration and/or teachers in the building which may deviate from the terms of these provisions during the term of this Agreement. Any such building agreements shall be made in writing and must be approved by the building administrator, teachers in the building and the executive board of the Association before it shall become effective. If the building agreement is approved, it shall be effective for the specified duration not to exceed one year. A building agreement may be renewed by approval of the building staff and the executive board of the Association not to exceed one year at a

time. A building agreement shall not establish or constitute a past practice or precedent of any kind and shall automatically terminate upon the specified expiration date not to exceed one year from its effective date.

ARTICLE 8 VACANCIES AND TRANSFERS

Personnel considering a transfer or change of assignment are encouraged to consult with the Director of Human Resources to discuss any concerns related to a contemplated change.

- A. Teachers who desire a transfer or change of assignment shall make their desires known on the annual questionnaire or by letter to the Director of Human Resources, including any restrictions on the type of assignment. The notification provided by the teacher requesting reassignment or transfer shall not obligate the teacher to accept any particular voluntary transfer. During the summer months, teachers who have expressed an interest in changing position will be mailed a copy of any related posting if requested by the teacher.

- B. A “vacancy” is defined as a bargaining unit position to which no person is assigned and includes positions open due to:
 - 1. Retirement
 - 2. Resignation
 - 3. Death
 - 4. Transfer
 - 5. Discharge
 - 6. Layoff (where a position remains in existence)
 - 7. Leave of absence of a known duration of one (1) semester or more (temporary vacancy, as noted below)
 - 8. Leave of absence of an unknown duration which extends for ninety (90) days or more (temporary vacancy, as noted below)
 - 9. Newly created position

- C. A “temporary vacancy” is an opening where a teacher is on a leave of absence of a known duration of one (1) semester or more, and an opening where a teacher is on a leave of absence of unknown duration which extends for ninety (90) days or more. A temporary vacancy is further defined as a position to which the teacher taking the leave has a right to return.
 - 1. Teachers on leave of absence for less than one (1) school year have a right to return to their former position, notwithstanding any contrary provisions of Article IX of this Agreement. Where the leave is for one (1) year or more, the position shall be regarded as a permanent vacancy.

2. Teachers on illness/disability leave for up to and including one (1) year shall have a right to return to their former position. If this leave exceeds one (1) year, the position shall be regarded as a permanent vacancy.
 3. A permanent vacancy is any vacancy which is not a temporary vacancy.
- D. A reassignment of classes within a secondary building which alters less than half of a teacher's schedule does not constitute a vacancy.
- E. In any building, before a position is deemed vacant the principal shall advise all teachers in that building of the pending opening. In the event one (1) or more teachers in that building express an interest in the job, the principal may transfer one of the persons having interest to that position. The position(s) remaining after this process has been completed shall be posted as a vacancy(ies). This paragraph would not be implemented in the event that it would conflict with the provisions of Article 16.
- F. FILLING OF TEMPORARY VACANCIES

1. A temporary vacancy need not be posted unless the position is for a full school year (exception for illness/ disability leaves).
2. A temporary vacancy shall first be offered to a person on layoff under the terms set forth in Article 16.
3. If the temporary vacancy is not filled according to paragraph 2 above, the District shall promptly fill the position by a transfer or with a contracted substitute.

G. CONTRACTED SUBSTITUTES

A contracted substitute is a member of the bargaining unit with all of the rights, duties, and privileges of bargaining unit members during the term of his/her assignment, except as set forth herein:

1. Contracted substitutes do not earn nor accumulate seniority.
2. Contracted substitutes will be separated when the teacher he/she is replacing returns, or when the temporary vacancy becomes a permanent vacancy, whichever first occurs. Said contracts may be limited to ninety (90) day periods, subject to extension at the option of the District.
3. In the event a contracted substitute is hired for a permanent vacancy within twelve (12) months of the time he/she served as a contracted substitute,

he/she shall be given seniority and salary schedule credit for the time served as a contracted substitute.

4. Nothing in this contract shall require the District to select any contracted substitute for vacancies under this Agreement or in preference to any other contracted substitute.

H. FILLING OF PERMANENT VACANCIES

1. Whenever any permanent vacancy in the unit occurs, the District shall publicize the same by posting a written notice of such vacancy for at least five (5) days before filling such vacancy. Copies of such notice shall be sent to the HEA President and Association Representatives during the school year. When school is not in session, a copy will be sent to the HEA President and to all bargaining unit members who have made a written request for said vacancy notices by June 1.

All written notices of the posting shall contain the procedures for application and the qualifications required for the position.

2. The District shall provide an interview for all bargaining unit members who have applied for a posted permanent vacancy.
3. Permanent vacancies shall be filled with certified and qualified personnel. The District declares its intention to give full consideration to present staff members who have indicated a desire for change of assignment according to Paragraph A of this section. In filling such vacancies, the District shall first consider the professional background and attainments of presently employed staff members, including the staff member's length of continuous service in the bargaining unit. All internal applicants will be promptly notified in writing as soon as the position is filled.
4. The parties recognize that persons on layoff with recall rights under Article 16 of this contract, have priority ahead of all other applicants, and that the terms of Article 16 must be satisfied before a position is otherwise filled.
5. When a permanent vacancy occurs during the school year, the administration shall have the option to temporarily fill the position with a contracted substitute until the conclusion of the school year at which time it will be posted and filled as a permanent vacancy.

I. DAILY RATE SUBSTITUTES

During the period of time a teacher is on a leave of absence granted under this contract and the leave is of an unknown duration, the position may be filled for up to ninety (90) school days by a daily rate substitute. Daily rate substitutes will also be utilized during the time a vacant position is posted and a suitable applicant is sought, but in no event shall this period exceed thirty (30) school days.

J. INVOLUNTARY TRANSFERS

When a teacher is to be involuntarily transferred, the Director of Human Resources shall give the teacher advanced written notice of the contemplated transfer, including written reasons for said change. The teacher may request a conference with the Assistant Superintendent to discuss the issue.

**ARTICLE 9
LEAVES OF ABSENCE**

A. SICK LEAVE

1. Every full time teacher shall be granted, for the first full fiscal year of employment, fifteen (15) days of sick leave with pay and ten (10) days for each succeeding full year subject to the limitations provided hereinafter.
2. Sick leave is earned and credited at the rate of ten (10) days per year accumulative to one hundred (100) days. Previously accumulated leave plus ten (10) days shall be credited at the beginning of each school year for all full time teaching personnel. Equitable adjustments will be made for part time personnel.
3. Sick leave may be used for absence from duty because of personal illness, injury, or disability. Up to ten (10) days per year may be used for illness or injury in the immediate family. Additional days may be granted by the Superintendent in extreme situations. Immediate family is defined as spouse, children, parents, and members of the immediate household with whom one has an association equivalent to family ties.
4. If it is believed by the District, or its agents, that any teacher has abused any portion of the leave policy, the District may require a teacher to submit to a physical or mental examination by a physician mutually acceptable to the District and the teacher to determine whether sick leave is warranted. Such requested examination will be at the District's expense. If the belief is well-founded, the District will charge the teacher one day's salary for

each day absent. Abuse of leaves will be grounds for disciplinary action including loss of pay, suspension and/or dismissal.

5. Sick Leave shall not be used for routine doctor and dental appointments unless they cannot be scheduled after normal work hours/days.
6. Worker's Compensation. When it is necessary to be absent from duty due to illness or injury compensable under the Michigan Worker's Compensation Act, the teacher shall receive the difference between his/her salary and that amount received through Worker's Compensation until the teacher's accumulated sick leave is exhausted. Such difference in salary shall be figured on a percentage basis, and this same percentage shall be deducted from the teacher's sick leave accumulation. (For example: If Worker's Compensation pays 60% of the full pay, sick leave will pay only 40% and the sick leave accumulation shall be charged .4 of a day for each day used.)
7. When an employee suffers an injury at work that requires medical treatment, the Employer may require the employee to seek treatment from the physician(s) or facility(ies) designated by the District, except in those emergency situations where the nature of the injury warrants treatment at a regional trauma or burn center or an emergency room. Beginning ten (10) days after the onset of medical treatment, the employee shall have the right to choose his/her own physician, provided, however, that this shall not limit the District's right under law to require the employee to be examined by the District's physician(s).

B. EMERGENCY LEAVE

1. Leaves of absence for emergencies, adverse weather, adoption proceedings, and other personal situations which necessitate a teacher's absence may be granted without loss of pay at the discretion of the Director of Human Resources, provided such request is made with reasons given. All requests shall be in writing and submitted prior to the beginning of the leave, when appropriate. Day(s) granted in accordance with this paragraph will be deducted from accumulated sick leave. The decision of the Director of Human Resources shall not be grievable.
2. A teacher subpoenaed to give testimony, except in his/her own defense, may be released from duties and may not have such days deducted from sick leave. Said teacher will not receive more than his/her per diem teacher pay. If fully exonerated, a teacher testifying in his/her own defense will receive his/her full rights and responsibilities under the contract.

C. BEREAVEMENT LEAVE

Teachers will be allowed bereavement leave, without deduction from sick leave, for up to two (2) days per occurrence when there is a death in the teacher's immediate family. When there are extenuating circumstances (e.g., distant travel) the teacher may elect to take an additional two (2) days per occurrence, deductible from sick leave. Immediate family is defined as: spouse, child, parent, parent-in-law, sibling, grandparent, and other members of the teacher's immediate household. A bereavement leave of one (1) day will also be allowed to attend the funeral of other relatives or friends. This day will be deducted from accumulated sick leave.

D. EXTENDED LEAVE

A leave of absence of up to two (2) school years, as defined by a particular school calendar, shall be granted to tenure teachers upon application for the purpose of participating in exchange teaching programs in other school districts, states, territories, or countries; foreign or military teaching programs; and peace corps or other teaching corps as a full-time participant in such programs related to his/her professional responsibilities, provided said teacher states his/her intention to return to the school system. Leaves shall also be granted to any teacher upon application for the purpose of engaging in study at an accredited college or university, or for military leave. The Board may grant a leave of absence for purposes of career exploration.

These leaves are granted subject to the following:

1. Upon return from such leave, a teacher may be assigned to his/her former position only if that position is vacant; otherwise, the teacher will be assigned to a position consistent with his/her certification and qualification.
2. A teacher on leave who teaches full-time during his/her absence shall be placed at the same position on the salary schedule as he/she would have been had he/she taught in the District during that period. A teacher who does not teach full time during this leave will be placed on the salary schedule one (1) step higher than when the leave was granted.
3. The request for such leave must be made in writing to the Superintendent at least ninety (90) days prior to the beginning of the school year.
4. Any teacher on leave of absence shall neither accumulate nor draw sick leave nor participate in District-granted fringe benefits until again reemployed by the District.

5. Extended leaves shall be granted at the discretion of the Superintendent when the number of leaves granted for a given school reaches four (4).
6. When one extended leave has been granted within a department for a given school year, additional extended leaves within the department may be granted only at the discretion of the Superintendent.
7. A teacher returning from an extended leave will be ineligible for another extended leave during the next five (5) years.
8. A teacher on extended leave must reaffirm his/her intention to return by writing the Director of Human Resources prior to April 1, preceding the year of his/her return. Failure to do so will sever any employment responsibilities the District may have with that person.
9. An additional year of extended leave time may be granted to an individual at the discretion of the Board.
10. A teacher on educational leave shall carry an academic load of seven (7) or more semester hours (or term equivalent) for enrollment in a graduate program or twelve (12) or more semester hours (or term equivalent) for enrollment in an undergraduate program of study.

E. DISABILITY

A person who is disabled and unable to work who has exhausted his/her sick leave will be placed on an unpaid disability leave upon application. The teacher will return to work when his/her doctor determines he/she is able to return. If absent on a disability leave for more than one (1) school year, the teacher must give sixty (60) days notice of return and will return at the beginning of a semester. A teacher who is disabled for more than one (1) year shall annually provide evidence that he/she remains currently disabled but that there is a reasonable likelihood that the teacher will be able to return to work in the future. The District reserves the right to have the teacher examined by a physician of its choice and at the District's expense. The District also reserves the right to discontinue the employment of any teacher where there is not a reasonable likelihood that the teacher will return to work in the future.

F. CHILD CARE LEAVE

Child care leaves will be granted for a period up to one (1) school year subject to the following conditions:

1. Requests for such leave must be made in writing to the Superintendent at least forty-five (45) days prior to the beginning of such leave.
2. Any teacher on such leave shall neither accumulate nor draw sick leave nor participate in District paid fringe benefits until again employed by the District.
3. Upon returning from such leave, the teacher may be assigned to the former position only if that position is vacant; otherwise, the teacher will be assigned to a position consistent with his/her certification and qualification. The teacher will be placed on the salary schedule one (1) step higher than when the leave was granted if the leave commences on or after the beginning of the second semester and includes the summer.
4. The termination of child care leave shall coincide with the beginning of a semester.
5. Where a child care leave is taken for an adopted child, it is recognized that the starting date of the leave may be dependent on the availability of the child. In such cases, the leave request shall include the anticipated date and the teacher shall keep the administration apprised of any changes and the actual date when known.

G. FAMILY AND MEDICAL LEAVE ACT LEAVE

1. A leave of absence of up to twelve (12) weeks during any twelve (12) month period shall be granted to eligible teachers in accordance with the Family and Medical Leave Act (FMLA) for the purposes permitted by the FMLA. Such purposes include:
 - a. Because of and to care for the teacher's child upon birth or placement for adoption or foster care. Entitlement to leave under these circumstances shall expire at the end of the twelve (12) month period beginning on the date of the birth or placement of the child.
 - b. To care for the teacher's spouse, child, or parent who has a serious health condition.

- c. Because of a teacher's own serious health condition that makes the teacher unable to perform the functions of the teacher's position.

For the purposes of this provision, a child is defined as the biological, adopted, or foster child, or a stepchild, legal ward, or child for whom a teacher is standing *in loco parentis* who is under 18 years old (or 18 years or older and incapable of self-care because of a mental or physical disability.) Parent is defined as the biological parent of the teacher or an individual who stood *in loco parentis* when the teacher was a son or daughter.

2. To be eligible for a FMLA Leave, a teacher must have been employed for at least twelve (12) months, and for at least 1,250 hours during the previous 12-month period, and meet any other eligibility criteria of the FMLA for the particular type of leave.
3. A FMLA Leave may be taken on an intermittent or reduced schedule when medically necessary, according to the provisions of Section 102 (b) of the FMLA.
4. Paid sick leave available to the teacher under the terms of this Agreement and used by the teacher for the same purposes as the FMLA leave available, will be counted as part of the leave time available and used under the FMLA Leave.
5. During the period of FMLA Leave, the teacher's health insurance benefits shall be continued as required by the FMLA, subject to Section 104(C)(2) of the FMLA.
6. Limitations found under Section 108 of the FMLA (pertaining to special rules concerning employees of local educational agencies) shall apply.
7. All FMLA Leaves shall be subject to and administered in accordance with the FMLA and its applicable regulations.

H. ACCUMULATED LEAVE

All accumulated leave time shall terminate upon severance of employment. However, if alleged contract or discipline violations which prompted severance prove to be unwarranted, all accumulated leave due said teacher shall be reinstated.

I. PERSONAL LEAVE DAYS

Each teacher shall have the right to two (2) leave days with pay per year. No leave days shall be granted for school days immediately before and after holidays and vacations. Requests for personal leave days must be made at least forty-eight (48) hours prior to the leave day, except in case of emergency. A maximum of twenty (20) personal leaves may be granted on any given day. Unused leave days will be credited to a teacher's sick leave accumulation. Requests for leave days under this Article shall be made to the teacher's Building Administrator.

All elementary teachers, including specialists, shall be provided with one additional personal leave day to be used by April 30. That personal leave day shall be in addition to the two (2) personal leave days above. The provisions for personal leave days above shall apply to all personal leave days.

All middle school teachers, including specialists, shall be provided with two additional personal leave days (1 during first semester and 1 during second semester) in addition to the two (2) personal leave days above. The provisions for personal leave days above shall apply to all personal leave days.

J. JURY DUTY

A teacher who serves on a jury will be released from teaching duties for the time served. Teachers who serve on juries shall be paid at the per diem rate minus jury duty pay.

K. SICK LEAVE BANK

The Board shall establish a sick leave bank.

1. The bank shall consist of voluntary teacher contributions.
2. Teacher contributions are to be made in September of each year during the life of this contract.
3. The total bank shall be capped at 250 days annually.
4. Applying teachers must:
 - a. Exhaust their sick leave.
 - b. Have been absent for five (5) days without pay.
 - c. Submit a written application to the Sick Leave Bank Committee of two (2) representatives appointed by the Board and two (2) teachers appointed by the HEA.
 - d. Obtain written approval from the Sick Leave Bank Committee.

5. The Board reserves the right to request the applying teacher to submit to a medical examination.
6. Sick leave bank shall be available until a teacher is eligible for long term disability.

ARTICLE 10
QUALIFICATIONS AND ASSIGNMENTS

A. The District and all bargaining unit members shall comply with state certification laws.

B. CREDIT FOR TEACHING AND RELATED EXPERIENCE

1. A teacher, upon being employed by the District, shall be placed on the salary schedule on the basis of one (1) year of credit for each year of teaching experience in a public school, a state-approved private school, institutions of higher education, or a governmentally-sponsored teaching program such as Peace Corps, U.S. Overseas Schools, or Indian Affairs. This shall be subject to a maximum of ten (10) years of credit. It is understood that the experience credit limitations in this section shall only apply to those bargaining unit members hired after June 1, 1989.
2. The teacher who has related work experience may be given up to five (5) years of credit for said work experience.

C. ASSIGNMENTS

1. The inclusion of any extra duty assignment on the pay scale of this contract merely enumerates the compensation for the assignment if it is made by the District. Specifically, this contract does not include any obligation on the part of the District to make such assignments. Acceptance of such assignments is voluntary. However, it shall be the Association's responsibility to assist the District when no applications for extra duty assignments are received.
2. Department chairpersons and elementary representatives to Instructional Council shall be elected by the constituents they serve and approved by the Assistant Superintendent.
3. Notification of tentative assignments for teachers shall be made by July 1 of the preceding school year. Teachers will be notified of changes in their

tentative assignments at the earliest possible time. Teachers are to leave their summer address with the personnel office.

- D. When there is a reason to question the physical and/or mental health of a teacher, the District may require the teacher to submit to a physical and/or mental examination by a physician mutually acceptable to the District and the teacher. Such requested examination will be at the District's expense. Examination results may be used to determine grounds for suspension or termination of employment.

E. ESEA Requirements.

A teacher hired before the first student attendance day of the 2002-2003 school year is defined by the ESEA to be "fully certified and highly qualified" (as defined by the ESEA and the Michigan Department of Education [MDE]) for his/her teaching assignment. A teacher who is not "fully certified and highly qualified" for his/her teaching assignment shall, by the end of the 2005-2006 school year, have elected and satisfied one of the MDE options for becoming "highly qualified."

1. As of that date, a teacher must be both highly qualified and possess the certification, endorsements and approvals required by the MDE for his/her teaching assignment.
 2. The Personnel Office shall continue to review and approve teacher portfolios. If the portfolio is not approved, reasons shall be described in writing to the teacher and the Association. If the teacher is not satisfied with the reasons, s/he shall explain in writing to the District and the Association why s/he believes the District erred in applying the ESEA/MDE standards.
- F. By March 1 of each year, it is the responsibility of each teacher to properly and timely fill out any forms the District may require, and submit to the District verification of any tests or courses passed which are relevant to his/her "highly qualified" status.
1. The District and the Association share a common interest in seeing that all members of the teaching staff who must obtain "highly qualified" status under the NCLB do so. In achieving that goal, teachers shall become "highly qualified" based on the "highly qualified" model or models selected by the District (that includes the high objective uniform state standards of evaluation (HOUSSE) process) from among those approved by both the United States Department of Education and the Michigan Department of Education.

2. If any actions required by the Board or District under NCLB result in a duty to bargain under the Public Employment Relations Act, bargaining shall be initiated by the parties in a time frame sufficient to allow a reasonable opportunity for bargaining prior to the deadlines specified in the NCLB.
 3. A teacher who is required as of the end of the 2005-2006 school year to be “highly qualified” (as defined by the NCLB and the Michigan Department of Education) for his/her teaching assignment under the NCLB and is not “highly qualified” for his/her teaching assignment shall be granted the first vacancy he/she applies for if he/she is fully qualified and fully certificated for the vacancy. If there is no vacancy for which said teacher is fully qualified and fully certificated and the district determines not to continue the teacher’s current assignment, said teacher shall be placed on layoff and is subject to recall to a vacancy said teacher is fully qualified and certified to fill. As used in the Section, the terms “fully qualified and fully certificated” include being “highly qualified.” In the event of conflict between the provisions of this Section and the vacancy, layoff, and/or recall provisions of this Agreement, the provisions of this Section shall supercede and take precedence over such other vacancy, layoff and/or recall provisions.

This provision will not apply to any person who has been transferred at the district’s request to a position for which s/he is not “highly qualified.”
 4. For the purposes of this Section, reference to “NCLB” shall include the state companion legislation together with all applicable regulations promulgated under either the federal or state statutes.
- G. Any teacher who nullifies a certificate or endorsement subsequent to receipt of tentative notice of assignment is not eligible for the first vacancy and may not be eligible for reassignment.
- H. If the ESEA is amended, the parties shall negotiate the impact of the amendments. If the ESEA is repealed, all provisions herein applicable to it shall expire.

ARTICLE 11
PROFESSIONAL DEVELOPMENT

A. PROFESSIONAL IMPROVEMENT

1. The Professional Staff Development (PSD) Policy Board shall be composed of six (6) teachers named by the Association and five (5) members named by the District. Board members shall serve staggered terms of two (2) school years, and may be selected for more than one (1) term.
2. The Professional Staff Development (PSD) Policy Board, in accordance with its operating procedures, will set a district focus for staff development in keeping with district planning. Activities that meet this focus may be given priority consideration for the use of PSD resources.
3. The Professional Staff Development Policy Board will establish operating procedures to govern conferences, in-service activities, and district-wide PSD planning activities.
4. The District wishes to encourage improvement of professional knowledge and competence for staff members. To that end, the District will commit the following amounts to the PSD Board Fund:

2008-2011	\$185 per teacher/per year
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5. Any request for taking leave to attend conferences and other professional days shall be made through the principal and department chairperson using the conference application form. Forms shall be sent to the Assistant Superintendent. Consideration and action shall be taken by the Professional Staff Development Policy Board.
6. A report on conference expenditures from the PSD Policy Board Fund shall be made available to the Superintendent and the HEA President upon request.
7. Money for conferences or conventions that are reimbursable through other funding sources shall not be drawn from the PSD Board Fund. However, the same form for application to attend conferences shall be used.
8. PSD Funds for probationary teachers may be used for PSD activities to meet the requirements of their Individual Development Plans or for other PSD activities.

B. DEPARTMENT AND GRADE LEVEL MEETINGS

1. All chairpersons and vice-chairpersons shall meet monthly (September - May) with their appropriate staff members to discuss matters of mutual concern. Concerns and recommendations of these sub-groups may be placed on the Departmental or Council agenda.
2. Department and grade level meetings shall be held four (4) times during the academic year on days designated by the Assistant Superintendent. These meetings may be conducted during times scheduled for Professional Staff Development activities.
3. Building level meetings may be concurrent with departmental meetings.

C. INSTRUCTIONAL COUNCIL

Teachers, administrators, and the District recognize that all school instructional programs need continued study and evaluation. The District shall, therefore, form an Instructional Council. The following define the composition, duties, and authority of this council:

1. The Council shall be composed of teachers, administrators, and up to three (3) adult community members. The Assistant Superintendent and the Council co-chairperson shall jointly select the community representatives.
2. Department chairpersons, middle school team coordinators, one (1) representative from each elementary building, and one (1) representative from student services shall be members of the Council.
3. The Assistant Superintendent and a teacher shall be co-chairpersons of the Council. The teacher co-chairperson shall be selected by the teacher members of the Council.
4. The Council shall serve in an advisory or consultant capacity to the administration and the Board, and shall make written recommendations to the administration and the Board prior to adopting and/or changing textbooks and curriculum, provided the recommendations are made within a reasonable period of time prior to the administration taking action; however, the Board may act with or without a recommendation from the Council.
5. The Council shall formulate and establish rules for conducting the meetings subject to the approval of the administration.

6. Minutes of each Council meeting shall be recorded and shall be made available to the administration and the Association president upon request.
7. All Council recommendations shall be presented to the administration and the Board, and shall be made available to the Association president upon request.
8. The Instructional Council shall meet regularly during the academic year on days designated by the Assistant Superintendent. Up to four (4) such meetings may be conducted during after-school hours. An additional two (2) such meetings may be conducted during after-school hours, but attendance at these shall be voluntary. Additional meetings shall be held during the school day, with released time provided.
9. The Assistant Superintendent and the Instructional Council co-chairperson shall have the right to jointly nominate at-large representatives from the teaching faculty for appointment to the Instructional Council. These appointments shall be subject to confirmation by the Instructional Council.

D. COUNCIL REPRESENTATIVES

1. Department chairpersons and/or vice-chairpersons, middle school team coordinators, and one (1) representative from each elementary building shall be elected annually by the constituents they serve and approved by the Assistant Superintendent. Each elected representative will serve on the Instructional Council. The responsibility for conducting elections rests with the Holland Education Association.
2. Department chairpersons, vice-chairpersons, and elementary building representatives shall be elected as follows:
 - a. The English, mathematics, social studies, foreign language, science, and business departments will have chairpersons and vice chairpersons who will function at the middle and high school level.
 - b. The art, music, technology, life skills, counseling and vocational coordinator and instructional media departments will have chairpersons who serve on a kindergarten through 12th grade basis.
 - c. The English, foreign language, mathematics, music, social studies, and science departments will each have a chairperson and vice-chairpersons, two (2) serving at the middle grade levels and the other at the senior high school level. The physical education and special education departments shall have three (3) representatives,

one at the elementary, one representing the middle schools and one representing the high school.

- d. Each elementary building will have one (1) representative.
- e. Specific responsibilities of chairpersons, vice-chairpersons, and elementary representatives shall be determined by the Assistant Superintendent and/or his/her designee(s) before elections for a given year are held.
- f. The responsibility for conducting elections rests with the Holland Education Association. Elections are to be held by May 15 of the preceding year and the results forwarded to the Assistant Superintendent for approval, in those years where a master contract is in place for the following school year. In other years, election results will be transmitted to the Assistant Superintendent for approval.

E. COMPENSATION

- 1. The District recognizes the need for reimbursed:
 - a. Department chairpersons
 - b. Vice-chairpersons
 - c. Elementary building representatives

The District reserves the right to leave these positions vacant when it believes conditions warrant this decision.

- 2. Compensation for chairpersons and vice-chairpersons shall be paid on a 40/30/30 basis when three (3) teachers are being compensated. Compensation shall be paid on a 60/40 basis when two (2) teachers are being compensated. Elementary building representatives shall be paid on the extra pay/duty schedule as found in Appendix D.
- 3. Payment for compensated positions shall only be made upon fulfillment of the following conditions (where applicable):
 - a. Attendance at Instructional Council meetings.
 - b. Monthly meetings of departmental staff within each high school and middle school building.
 - c. Four (4) building level meetings per year (elementary, middle school, departmental meetings--6-12 or K-12).
 - d. Submission of minutes to Assistant Superintendent.

- e. Departmental and building-level annual reports submitted to Assistant Superintendent and made available to the Association.

ARTICLE 12
PROFESSIONAL DUES/FEES/PAYROLL DEDUCTIONS

- A. Upon written authorization from the teacher, the District shall deduct from the salary of that teacher and make appropriate remittance for any tax-sheltered annuity program that has a minimum of five (5) participants [ten (10) participants for new plans after September 1, 1988], Ottawa County Employees Credit Union, Holland United Way, and other fringe benefits as negotiated.
- B. The annual contractual salary shall be paid in twenty-six (26) equal payments, payable bi-weekly. Written application for the entire accumulated summer pay must be submitted to the Assistant Superintendent for Personnel by May 1. Payment will be made on the pay date following the last work day of the year as defined by the school calendar.
- C. Selection of fringe benefit alternatives must be authorized by the teacher, in writing, on forms provided no later than the Friday preceding the second pay.
- D. Deduction authorizations and insurance alternatives shall not be changed during the school year, except (1) where new or additional deduction is requested to meet new loan obligations; or (2) insurance coverage is to be modified as a result of the teacher's changed family status. Changes in annuity programs may be made during the months of September through May of each year. However, no such deductions will be made in May for annuity programs not previously in existence in the District during that school year.
- E. **LONG TERM CARE**

The District shall provide the payroll deduction services needed to enable a bargaining unit member to participate at his/her sole expense in the MEA Financial Services Long Term Care program.
- F. **AGENCY FEE**
 - 1. Each employee covered by the negotiated Agreement between the District and the Holland Education Association shall, as a condition of employment, on or before thirty-one (31) days from the date of commencement of professional duties or July 1, 1979, whichever is later, join the HEA or pay a service fee to the Association equivalent to the amount of dues uniformly required of the members of the HEA/MEA/NEA, less any amounts not permitted by law; provided, however, that the bargaining unit member may authorize payroll deduction

for such fee; and, further, provided that all bargaining unit persons previously not members or paying a fee to the HEA/MEA/NEA as of September 17, 1979, shall be exempt from these provisions. In the event that a bargaining unit member shall not pay such service fee directly to the Association or authorize payment through payroll deduction, the District shall, at the request of the Association, deduct the service fee from the bargaining unit member's salary and remit same to the Association under the procedure provided below.

2. The procedure in all cases of non-payment of the service fee shall be as follows:
 - a. The Association shall notify the teacher of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for wage deduction may be filed with the Board in the event compliance is not effected.
 - b. If the teacher fails to remit the service fee or authorize deduction for same, the Association may request the Board to make such deduction pursuant to the opening paragraph above.
 - c. The Board, upon receipt of request for involuntary deduction, shall provide the teacher with an opportunity for a due process hearing limited to the question of whether or not the teacher has remitted the service fee to the Association or authorized payroll deduction for same.
3. Pursuant to *Chicago Teachers' Union v Hudson*, 106 S Ct 1066 (1986), the Association has established a "Policy Regarding Objections to Political-Ideological Expenditures." That policy, and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-Association bargaining unit members. The remedies set forth in that policy shall be exclusive and, unless and until such procedures (including any administrative or judicial review thereof) shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement.
4. Due to certain requirements established in recent court decisions, the Association represents that the amount of the fee charged to non-members, along with other required information, may not be available and transmitted to non-members until mid school year (December, January, or

February). Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the representation fee by non-members shall be activated thirty (30) days following the Association's notification to non-members of the fee for that given school year.

5. The Association shall indemnify and save the Board harmless against and from any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken by the Board for the purpose of complying with the Association security/agency shop provision of this Article. The Association shall, when the Board is sued individually or jointly, make available competent legal counsel for such defense at the expense of the Association and the Michigan and National Education Association. The Association shall have the right to negotiate a settlement with any teacher whose wages have been subject to involuntary deduction under this Article.

G. GENERAL PROVISIONS

1. Section F of this Article shall be effective for each school year of this Agreement and all sums payable hereunder shall be determined from the beginning of each school year. Persons becoming members of the collective bargaining unit during the course of any school year shall have their service fee prorated over the school year.
2. Authorization for dues deductions shall continue in effect unless revoked in writing. Pursuant to such authorization, the District shall deduct one-fifteenth (1/15) of such dues from each regular salary check of the teacher for fifteen (15) consecutive pays, beginning in October. Deductions for teachers employed after the commencement of the school year and/or who begin dues or fee payments after October shall be approximately prorated to complete payments no later than the following June.
3. The Association will certify at least annually to the District, fifteen (15) days prior to the date of the first payroll deduction for professional fees or service fees, the amount of said professional fees and the amount of service fee to be deducted by the District, and that said service fee includes only those amounts permitted by the Agreement and by law.

ARTICLE 13
PROFESSIONAL CONDUCT AND DISCIPLINARY PROCEDURES

- A. The District may adopt rules and regulations not in conflict with the terms of this Agreement governing the professional conduct of teachers, and agrees to make such rules and regulations available to teachers at least fourteen (14) days before being placed in effect.

No teacher shall be suspended, discharged, demoted, reprimanded, or reduced in rank or compensation without reasonable and just cause. This paragraph shall not apply to non-renewal of probationary teacher contracts.

- B. The District and the Association recognize a mutual responsibility for promoting professional conduct and encouraging quality in the education process that reflects favorably upon the teaching profession and the Holland School District. Breaches of professional conduct are subject to disciplinary procedure. Breaches include, but are not limited to, abuse of sick leave and other leaves, tardiness, willful deficiencies in professional performance, violation of District rules, regulations, and administrative directions not inconsistent with the terms of this Agreement, and violation of the terms of this Agreement.
- C. Disciplinary action shall be defined as any written warning, written reprimand, suspension, discharge, and/or reduction in compensation. Written warnings or reprimands will be given in the form of a formal letter with the full signature of the administrator taking the action. The letter must contain, as appropriate, the clause "You are hereby warned or reprimanded." The letter will be delivered only after a meeting has been held at which the staff member had an opportunity to be heard. The staff member is entitled to have his/her Association Representative present to assist him/her at this meeting.

A reprimand must indicate that a copy has been forwarded to the Superintendent or Director of Human Resources. A copy of written warning or reprimand shall be given to the teacher.

- D. 1. Any complaint about a teacher or teachers that is to be placed in a file shall be put in writing, with the names of the complainant(s), date, and details of the complaint. The teacher shall be given a copy of any such complaint when it is put in the file. The District shall ask any complainant(s) to meet with the teacher, to provide the teacher and the complainants with the opportunity to try to resolve the issue.
2. The District shall investigate the complaint to determine its accuracy before placing it in the teacher's file or taking any other action. If the complaint is untrue or inaccurate, it will be expunged from all District files

and no further action will be taken by the District. (This paragraph shall not apply to complaints by District administrators.)

3. The teacher shall have the right to attach a written response to any complaint, and this written response will be attached to all copies of the complaint.
 4. If the provisions contained in this paragraph are not followed, the complaint may not be used in any disciplinary action against the teacher, and will not be included in any District files.
 5. The District may withhold the name(s) of the complainants from the teacher in extreme or unusual circumstances, or if compelled otherwise by law. The Association may grieve the reasonableness of withholding the complainant's name in any given situation.
- E. It is agreed and understood that, under normal circumstances, the following progressive system of discipline shall be followed in disciplining teachers:
1. Discussion of problem between teacher and appropriate administrator.
 2. Verbal warning by appropriate administrator.
 3. Written warning by appropriate administrator.
 4. Written reprimand by appropriate administrator.
 5. Suspension with or without pay.
 6. Dismissal.
- F. In the event of serious violations, the District may impose any penalty up to and including discharge as is reasonable under the circumstances without going through the progressive steps set forth above. The Association may grieve the reasonableness of any penalty in any given situation.
- G. Any teacher who wishes to take exception to a written disciplinary action must respond in writing and shall present a copy of the letter to his/her appropriate administrator. Such response shall be placed in the teacher's personnel file, together with a copy of the written disciplinary action issued by the administration and/or Board.

H. EMPLOYEE ASSISTANCE PLAN

1. The District and Association recognize that alcohol or drug abuse by employees may create performance problems. The District and the Association are likewise concerned with addressing the employment-related health consequences to employees resulting from alcohol or substance abuse problems.
2. The parties also recognize that alcohol or drug abuse problems may be treated successfully if there is early identification of the condition and where the employee voluntarily requests appropriate assistance.
3. Rehabilitation is also the primary responsibility of the bargaining unit member. A teacher's involvement in the Plan will be completely voluntary. A teacher seeking medical attention for alcohol or substance abuse problems is entitled to the use of paid and unpaid leave as otherwise described in and as conditioned by this Agreement.
4. Any bargaining unit member with alcohol or drug abuse problems impacting his/her job performance and who seeks help through the Employee Assistance Program shall not jeopardize his/her job security by virtue of such request or participation in rehabilitation. However, a bargaining unit member who fails to successfully complete rehabilitation may be subject to disciplinary and other adverse employment consequences attributable to deficient or improper job performance, in accordance with the provisions of the Master Agreement.
5. Nothing in this section shall be interpreted as constituting any waiver of or limitation on the right of the District to maintain discipline or acceptable levels of employee performance, pursuant to and in accordance with the provisions of the Master Agreement. Bargaining unit members participating in the Employee Assistance program and/or rehabilitation will be expected to maintain satisfactory job performance. It is agreed that disciplinary sanctions imposed due to alleged violations of District policies or regulations pertaining to drug and/or alcohol abuse shall be subject to the disciplinary standards and procedures set forth in this Agreement.
6. The District and Association encourage bargaining unit members to access appropriate professional services for addressing drug and alcohol abuse problems. In connection with the operation of its Employee Assistance Program, the District shall maintain a listing of local counseling and rehabilitation resources. In formulating these materials, the District shall also include similar programs or resources identified by the Association.

The District shall not be responsible for either making direct referrals to such resources or for any monetary liability incurred in connection with receipt of services by the bargaining unit member and his/her dependents. The identification of programs and resources by the District shall not be regarded as any representation by the District or its agents regarding the character, reliability or quality of such services or programs.

- I. In the event that the District has decided not to renew the contract of a probationary teacher, the District shall notify the teacher of this decision and may provide the teacher with one (1) month to submit a resignation effective at the end of the school year (or earlier, if mutually agreed). If the teacher submits a resignation, the Board may accept the resignation, and may elect to not “non-renew” the teacher.

ARTICLE 14 TEACHER AND ASSOCIATION RESPONSIBILITIES

- A. Teachers shall be at their work station for the days contracted except as otherwise permitted by this Agreement. Any unexcused absence will result in an entry to that effect in the teacher’s personnel file, with notice thereof to the teacher, and may be cause for disciplinary action up to and including dismissal.
- B. Teachers shall be expected to attend required faculty meetings, departmental meetings, and conferences as scheduled by the administration. The administration shall not schedule more than two (2) required meetings per month, not to exceed a total of one hundred twenty (120) minutes per month beyond the scheduled teacher day, and shall specify that the meeting is required. Teachers shall be given prior notification for any meeting that is expected to exceed sixty (60) minutes. Any additional meetings shall be considered voluntary.
- C. Teachers are required to attend parent-teacher conferences and one (1) open house in the first semester and one (1) building transition activity in the second semester (or equivalent evening activity at the secondary level designated by the administrator). The second semester activity shall be in lieu of one staff meeting in the month in which the second activity is scheduled by the administrator. Teachers will be notified by March 1, of the date and times of the evening activity. Teachers are encouraged but not required to attend P.T.O. meetings, ice cream socials, fun nights, graduation, etc.
- D. All teachers shall have a TB test as may be required by law.
- E. Employees receiving moving violations or parking tickets while using school vehicles shall be responsible for payment of the associated fine and, if not paid, the amount shall be deducted from their paychecks.

ARTICLE 15
TEACHER EVALUATION

- A. The parties recognize that the purpose of teacher evaluation is to maintain a high quality of instruction in the Holland Public Schools and to assist teachers in improving their classroom effectiveness.
- B. The District Evaluation procedures for classroom teachers are found in the booklet entitled Holland Classroom Teacher Improvement/Evaluation Program (revised: September, 2005). The District Evaluation procedures for non-classroom specialists are found in the booklet entitled Holland Non-Classroom Professionals Improvement/ Evaluation Program (revised: April, 1988). These two evaluation booklets are attached hereto by reference as Appendices G and H, and are incorporated herein and made a part of this Agreement, but may be printed separately.
- C. Evaluations of classroom teachers (as defined in Appendix G) shall be conducted by building principals, and/or full time administrators. At least one of the evaluations shall be conducted by the teacher's building principal or assistant principal. Written evaluations shall be based on actual work site visitations and on a teacher's professional performance as it relates to the educational program of the school.
- D. Evaluations of non-classroom professionals (as defined in Appendix J) shall be conducted by their immediate supervisor.
- E. Evaluations of elementary specialists (and other classroom teachers with split-building assignments) will be done by an administratively designated principal in whose building the teacher serves. Each principal in those other buildings in which the teacher serves will complete one (1) formative cycle and transmit the Post-Observation Conference Form to the designated evaluating administrator. The teacher may request that a principal other than the administratively-designated principal evaluate the teacher; in that case, the second principal will do a complete evaluation cycle.
- F. Administrators who have the responsibility to evaluate shall be trained on the evaluation system identified in the Master Agreement. This shall not require the District to retain training for the administrator at times other than when normal training opportunities are scheduled. Training can be conducted by a Holland Public School employee(s). If a new administrator or administrator who has recently assumed evaluation responsibility has not yet received training, he/she may evaluate under the supervision of a trained administrator for up to but no longer than one (1) school year. In addition, only certified administrators OR

administrators who were issued an administrator's certificate prior to the state's discontinuation of said certificate OR non certified administrators who have earned both a teaching certificate and a masters degree or higher in a field of education shall be permitted to evaluate.

- G. The evaluations of all teachers shall be in writing. Following the last observation cycle(s), a summative conference shall be held at which time suggestions for improvement and a draft copy of the summative evaluation shall be provided to the teacher. The summative conference shall be held no later than April 1 for all probationary teachers with less than satisfactory performance; no later than May 1 for all tenured teachers with less than satisfactory performance; and no later than June 1 for teachers with satisfactory performance. Within ten (10) days following the summative conference, a copy of the Summative Evaluation Form shall be provided to and signed by the teacher. A copy of the Summative Evaluation Form shall be retained by the evaluator, and another copy shall be placed in the teacher's employment file in the personnel office.

If a teacher feels that his/her evaluation was incomplete or unjust, he/she may put his/her objections in writing and have them attached to all copies of the evaluation report. Teachers are required to submit their objections within fifteen (15) school days.

- H. If requested by the teacher, an Association Representative may participate at any evaluation conference to assist the teacher in clarifying the issues raised in the conference. The Association Representative shall conduct him/herself in a professional manner consistent with the intended collegial nature of the evaluation conference.
- I. Any teacher assigned involuntarily outside of his/her certified or qualified area shall not be formally evaluated on his/her performance in this area.
- J. Each teacher shall sign each evaluation upon the completion of the post-evaluation conference to indicate that the evaluation has been reviewed by the teacher and the evaluator(s).
- K. A teacher shall not be formally observed by more than one (1) administrator on any given day.
- L. Each observation cycle shall be based on, but not be limited to, at least thirty (30) minutes of classroom observation time.
- M. Probationary teachers shall have either a minimum of four (4) observation cycles during each school year or the expedited evaluation process as described in Appendix G.

- N. Tenure teachers who are not on Professional Growth Consultation Status shall have a minimum of two (2) observation cycles during each school year.
- O. It is the interpretation of the District and the Association if there are at least sixty (60) days between the first and the last probationary observation cycles, the parties have satisfied the requirement contained in the Teachers' Tenure Act that a teacher's evaluation be based on "at least two classroom observations held at least 60 days apart..."
- P. Tenure teachers who, in the opinion of their principal/supervisor, consistently demonstrate satisfactory performance in all performance areas, as outlined in the prescribed Evaluation Criteria, contained in Appendices I or J, shall be placed on "Professional Growth Consultation Status" in lieu of the formal evaluation process.
 - 1. In addition to satisfactory performance, the tenure teacher must not have been on a Plan of Assistance the prior year, and must not have had any disciplinary actions against him/her during the past two (2) years.
 - 2. A tenure teacher on Professional Growth Consultation Status shall meet once per school year with his/her building principal or supervisor to sign the Professional Growth Consultation Form for that school year.
 - 3. Should concerns for a teacher's performance develop while on the Professional Growth Consultation Status, the principal/supervisor may place the teacher on the formal observation and evaluation process after notifying the teacher of the concerns in writing.
- Q. Teachers will not be placed on a "Plan of Assistance" until after the completion of the full evaluation cycle. A "Plan of Assistance" for the following school year shall not be required for a tenured teacher against whom formal tenure charges seeking dismissal have been filed, nor for a probationary teacher whose probationary contract will not be renewed.

R. TIMELINES

Process Conference	Within 30 days of the start of school.
Observation Cycle	For tenured teachers, at least two (2) observation cycles OR one (1) Professional Growth Consultation.

Observation Cycle (continued)	For probationary teachers, at least four (4) observation cycles, two (2) first semester and two (2) second semester, OR expedited cycles, one (1) first semester and one (1) second semester.
Summative Conference	By April 1 for all probationary teachers with less than satisfactory performance; by May 1 for all tenured teachers with less than satisfactory performance; and by June 1 for teachers with satisfactory performance.
Summative Evaluation Form	Within ten (10) days of summative conference.
Professional Growth Consultation Form	By June 1 of each year.

ARTICLE 16
REDUCTION OF PERSONNEL

- A. The District and the Association recognize the possibility that the financial condition of the schools at a given time could necessitate a curtailment of program on the part of the District, including a reduction of personnel. The parties also recognize that such determinations are within the exclusive discretion of the District. In the event of a general cutback or reduction of personnel through layoff from employment, the following procedure, based upon program needs, will be utilized by the District or its designated representatives:
1. Specially-certified teachers in the specific positions being reduced or eliminated will be laid off first, provided there are fully-qualified, fully-certified teachers to replace and perform all the duties of the laid off teachers.
 2. Teachers shall be laid off in inverse order of seniority provided that the staff remaining, due to any such layoff, shall be certified and qualified to teach the remaining positions.
 3. Probationary teachers shall be laid off before tenure teachers, so long as tenure teachers are certified and qualified to teach the positions available.
 4. Seniority shall be defined as the length of continuous service in the bargaining unit. Periods of time spent on leaves of absence shall not constitute a break in continuous service, and seniority shall accrue during

such periods. For purposes of this Article only, service at less than the full teaching load shall count as if the service was at the full teaching load.

- a. In the event of ties in seniority, as defined above, position on the seniority list shall be determined by using the last four (4) digits of the respective social security numbers. The lower number shall receive the lower position on the seniority list.
- b. Not later than November 1 each year, the Board shall prepare a seniority list and deliver same to the HEA President. In the event that HEA disputes the accuracy of said list, it will notify the Board of any alleged errors, in writing, by December 1.

5. DEFINITIONS

- a. **Certification:** Possessing a provisional, permanent, continuing, or professional education certificate appropriate to the teaching level. With respect to bargaining unit positions not requiring teaching certification (school nurse, social worker, physical therapist, occupational therapist), the term “certification” shall include written approvals, permits, licenses and/or certificates issued and required by the State of Michigan, or any position specifications issued by the federal or state government for receipt of grant funding for a particular program.
 - b. **Qualifications:** Possessing a major or minor appropriate to the teaching assignment, as well as a sufficient number of credit hours in the academic area to meet accrediting agency standards (for those grades which are accredited).
- B. After a reduction of teachers, as outlined above, if there are teaching positions that become vacant, laid off teachers who are certified and qualified will be given the first opportunity to fill such positions. Teachers shall be recalled by seniority, provided they are certified and qualified for the available positions. The teacher will have ten (10) days after notification of an offer of reemployment to indicate his/her desire to accept or reject. Notice of recall shall be by certified mail to the teacher’s last known address. It shall be the responsibility of the teacher to keep the District informed of his/her current address.
- C. If a teacher is laid off, he/she shall have the right to accept or reject recall to a position consisting of less hours than the teacher was assigned at the time of his/her layoff without affecting his/her right to any future recall to any full time position(s) or positions consisting of the same number of hours the teacher was assigned at the time of his/her layoff. A laid off teacher shall also have the right to reject a recall if he/she is under contract to another Michigan public school

district at the time of recall for the period of the recall. This shall not affect his/her rights to any future recalls.

- D. Before official action on a reduction of teachers is taken by the District, it will give notice to the Association of the contemplated reduction and afford the Association opportunity to discuss it with the Board. As soon as the names of the teachers to be laid off are known, a list of such names shall be given to the Association.
- E. The individual contract executed between each teacher and the District is subject to the terms and conditions of this provision. It is intended that this provision takes precedence over and governs the individual contract, and the individual contract is expressly conditioned upon this provision.
- F. Except in the event of an emergency, all teachers to be laid off shall be given at least sixty (60) days written notice. It shall be the responsibility of the teacher to keep the District informed of his/her current address for purposes of receiving such notice. The HEA President will also be forwarded a copy of the layoff notice.
- G. Unemployment Compensation Repayment. Bargaining unit members who are notified of layoff and are subsequently recalled on or before the beginning of the school semester immediately following notice of layoff, shall return 50% of any unemployment compensation received to the Board, and such reimbursement shall be deducted from the teacher's salary throughout the school year in nearly equal amounts.

**ARTICLE 17
CALENDAR**

- A. The school calendar is set forth in Appendix A of this contract and is hereby incorporated by reference.
- B. The first payday for the 2008-2009 school year shall be September 12, 2008. Subsequent paydays shall be every two (2) weeks thereafter.
- C. The 2008-2011 school calendars shall have 181 teacher days and 175 student attendance days (K-8), and 173 student attendance days (9-12).
- D. The times for Parent Teacher Conferences shall be established through the negotiation of a district master school calendar with the Association and the district.
- E. Parent Teacher Conferences shall not exceed twelve (12) hours in the Fall, and nine (9) hours in the Spring, except as provided in G and F (below) for K-5. Parent Teacher Conferences shall not exceed twelve (12) hours in the Fall and twelve (12) hours in the Spring for 6-8. Parent Teacher Conferences shall not exceed six (6) hours for each trimester for 9-12.
- F. Teachers in grades K-5 having 25-27 students (per section in Kindergarten) shall have compensation paid at the hourly rate specified in Appendix E, Section B, not to exceed 1/2 hour pay for three such conferences.
- G. Teachers in grades K-5 having 28 or more students (per section in Kindergarten) shall be granted an additional 1/2 day for conferences.
- H. If parent Teacher Conferences are scheduled before or after a teacher's regularly scheduled work hours (e.g. evening conferences), equivalent time off when teachers are not required to report for duty, shall be scheduled during the regular school day. For example, if a building has one evening conference, then one afternoon or morning shall be scheduled as no school for students and teachers.
- I. Professional Staff Development Days shall be scheduled during teacher's regularly scheduled work hours unless otherwise scheduled. Professional Staff Development Hours shall be scheduled in accordance with Appendix E, Paragraph Q and Article 14, Paragraph B.

ARTICLE 18
PROFESSIONAL COMPENSATION

The following appendices are incorporated herein by reference as if each appendix were written out hereunder in full:

School Calendar	Appendix A
Salary Schedules	Appendix B
Fringe Benefits	Appendix C
Extra Duty Assignments	Appendix D
Miscellaneous Schedules	Appendix E
National Board of Professional Teaching Standards	Appendix F

ARTICLE 19
EXCLUSION OF TENURE IN POSITION

- A. The provisions of this Article shall apply to all bargaining unit members who are eligible for tenure under the Michigan Teachers' Tenure Act (MCLA 38.71 *et. seq.*; MSA 15.1971 *et. seq.*).
- B. A bargaining unit member assigned to a position other than as a classroom teacher, within the meaning of the Teachers' Tenure Act, MCLA 38.71 *et. seq.*, shall not be deemed to have tenure in such non-classroom position by virtue of this contract or any individual contract. Such tenure is hereby specifically denied and excluded. However, the bargaining unit member shall be eligible for continuing tenure as an active classroom teacher in accordance with the provisions of the Teachers' Tenure Act.
- C. The District and the Association, recognizing that tenure in a position other than as a classroom teacher under Article III, Section 1 of the Michigan Teachers' Tenure Act is withheld and denied by the provisions of this collective bargaining agreement, specifically agree that the layoff and recall provisions of this Agreement pertaining to seniority have precedence over any conflicting claims predicated upon Article III, Section 1 of the Michigan Teachers' Tenure Act. It is expressly understood between the Association and the District that seniority as provided in Article XVI of this Agreement and the mutually agreed upon application of rights attendant to seniority, including particularly in reference to layoff and recall, have and shall take precedence over any asserted "tenure in

position” rights of a bargaining unit member to placement in a position other than as a classroom teacher which may have arisen by reason of the State Teacher Tenure Commission or appellate interpretation of MCLA 38.91; MSA 15.1991.

ARTICLE 20

PROBATION AND CONTINUING STATUS FOR NON-CERTIFIED TEACHERS

- A. The provisions of this Article shall apply to all bargaining unit members who are not eligible for tenure under the Michigan Teachers’ Tenure Act (MCLA 38.71 *et. seq.*; MSA 15.1971 *et. seq.*).
- B. A bargaining unit member may, upon initial employment with the District commencing with the 05-06 school year, be required to serve a probationary period not to exceed four (4) calendar years from his/her anniversary date of employment. If a newly hired member achieved and retained nonprobationary status with a prior Michigan public school district, the probationary period shall not exceed two (2) calendar years. If an employee works a partial school year (defined as 90 days or more in an academic year), such periods shall be aggregated for purposes of computing the probationary period if the District has a reasonable opportunity to evaluate their performance in accordance with Article 15.
- C. At least sixty (60) days before conclusion of the probationary period described in paragraph B above, the District shall determine whether the employee’s performance is satisfactory or unsatisfactory, and shall notify the employee in writing. The determination of unsatisfactory performance shall be based on the employee’s “Improvement/Evaluation Form.” If the District determines unsatisfactory performance, it shall provide the employee with the specific reasons for the determination.
- D. If the District determines that the probationary employee’s performance is unsatisfactory in accordance with the above paragraphs, the employee’s contract shall not be renewed.
- E. For purposes of non-renewal, the employee shall be considered “probationary” under the terms of this Agreement.
- F. If the District does not determine unsatisfactory performance, the employee shall be considered to be on “continuing status.” The term “continuing status” shall be equated to the term “tenure” under the terms of this Agreement for bargaining unit members who are not eligible for tenure under the Michigan Teachers’ Tenure Act, MCLA 38,71 *et. seq.*

ARTICLE 21
SCHOOL IMPROVEMENT PLAN

- A. It is hereby agreed by and between the parties that with respect to the responsibility contained in the School Code and/or State School Aide Act, to adopt and implement a three to five year school improvement plan and continuing school improvement process for each school within the school district, which is to include site-based/building-level decision-making, they acknowledge and recognize that the terms of the collective bargaining agreement between them govern as to the wages, hours, and terms and conditions of employment of teachers addressed therein and that those terms shall not be altered or modified through the school improvement process, including site-based/ building-level decision-making, except by mutual agreement of the undersigned Board of Education and Association, executed in writing.

- B. In the event that any provision(s) of a SIP or application thereof, including a site-based/building-level decision, violates, contradicts, or is inconsistent with the collective bargaining agreement, the collective bargaining agreement shall prevail. Any provision(s) of the SIP or applications thereof, including a site-based/building-level decision, affecting established wages, hours, and/or other terms and conditions of employment of any bargaining unit members must have the written approval of the Board of Education and the Association prior to being adopted and/or implemented.

- C. Staff input and involvement on the SIP committee(s), site-based/building-level decision-making committees and various planning subcommittees and projects is encouraged. This allows the teachers in the buildings the opportunity to provide educational input and expertise to improve the quality of education. Employee participation on the various "SIP" committees, including site-based/building-level decision-making committees, is voluntary and non-participation shall not be used as a criterion for evaluation, discipline, or discharge.

ARTICLE 22
STUDENT DISCIPLINE AND TEACHER PROTECTION

A. SUPPORT BY BOARD

Teachers complying with District rules and regulations who are acting in the line of duty with respect to maintenance of control and discipline in the classroom and other activities shall be given support and assistance by the District. Continued effort will be made to assure teachers that they can indeed teach with a minimum of disruption and abuse.

B. RULES AND REGULATIONS

The District shall promulgate rules and regulations setting forth the procedures to be utilized in disciplining, suspending, or expelling students for misbehavior. Such rules and regulations shall be distributed by the District to students, teachers and parents at the commencement of each school year.

C. ASSAULTS

Any case of assault upon a teacher arising out of the performance of the teacher's professional responsibilities at school or school-sponsored functions shall be promptly reported to the Board or its designated representative. The Board shall provide the teacher with release time needed for the handling of the incident by law enforcement and judicial authorities.

D. LOSS OF PROPERTY

The District will reimburse teachers up to \$150 per incident for loss, damage, or destruction of clothing or personal property of the teacher while on duty in the school, on the school premises, or while performing supervision of students on school-sponsored trips. The reimbursement will not be paid if the loss is covered by insurance or involves the teacher's automobile.

E. EXCLUDING STUDENT FROM CLASS

A teacher may exclude a pupil from one class when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation make the continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish the principal, as promptly as his/her teaching obligations will allow, full particulars of the incident in writing.

When a student has been suspended from school by a school administrator due to disruptive behavior in a teacher's class, a conference shall be held with the administrator, the student and the teacher before the student is allowed back into the particular teacher's class. Additionally, the administrator will make every reasonable attempt to involve the student's parent(s) in said conference.

F. STUDENT INFORMATION

A teacher shall be given information requested by the teacher about his/her assigned students which is needed because of legitimate educational interests of the teacher. The information to be provided by the District shall include but not be limited to the identity of any special education students assigned to the teacher.

G. BOMB THREATS

In the event that a building(s) is evacuated because of a bomb threat, all teachers will be evacuated from the building until the building has been cleared by appropriate personnel. The administration may ask individual teachers to help in any building search, but it is expressly agreed that no teacher shall be required to participate in any building search, and further, that any teacher may decline to participate in the building search without penalty or recrimination.

ARTICLE 23
SPECIAL EDUCATION/LEAST RESTRICTIVE
ENVIRONMENT/MEDICAL PROCEDURES

A. PLACEMENT INFORMATION

Any teacher, who as a result of an IEPC placement, will be providing instruction or other services for a handicapped student in a special or regular education classroom setting, will be advised of the identity of the handicapped student and provided with information pertaining to the student's placement available by the special education teacher and education records containing information of legitimate educational interest to the teacher.

B. IEPC ATTENDANCE

At the elementary level, a teacher who will be providing (or is expected to provide) instructional or other services to a handicapped student will participate in the IEPC which may initially place (or continue the placement of) the student in a regular education classroom. At the middle and high school levels, one (1) core teacher who will be providing (or is expected to provide) instructional or other services to a handicapped student will participate in the IEPC which may initially place (or continue the placement of) the student in a regular education classroom. Other middle or high school core teachers will be informed of the IEPC, and upon request of the teacher and approval of the administration, may attend the IEPC. At least one general education teacher knowledgeable about the student, generally the teacher who is or will be providing instructional or other services to a handicapped student, will participate in the IEPC which may initially place or continue the student's placement.

C. PROBLEMS

If any teacher to whom a handicapped student is assigned advises the District, in writing, of a reasonable basis to believe that problems exist in the implementation of the student's current IEPC which negatively impact the student's educational progress and/or impede the learning progress of non-handicapped students in the

same classroom setting, the teacher shall have the right to request a meeting of appropriate staff to discuss the problems and possible solutions or request the convening of another IEPC meeting.

D. TRAINING

The District will provide in-service and/or other training to teachers regarding the instruction and behavioral management of handicapped students in regular education classroom settings if requested by the teacher.

E. MEDICAL PROCEDURES

Where clean intermittent catheterization, suctioning (nasal, oral, or deep), tracheotomy care (clean, suction, etc.), tube feeding, medication (oral, topical) related to the procedures enumerated herein, medication by gastrostomy tube, oxygen regulation or care, use of inhalers, injections, including IV medications, or similar procedures, are necessary to maintain a student in the classroom, appropriate training will be provided to the school nurse(s) if requested by the nurse. Teachers will not be required to perform these procedures. Teachers who volunteer to perform such procedures may also request appropriate training.

F. AIDES ASSIGNED TO SPECIAL EDUCATION STUDENTS

When an aide is assigned to a special education and/or special needs student, and/or to a classroom in which a special education and/or special needs student is assigned, that aide shall accompany the student and/or classroom to special classes such as art, music, P.E., etc., in accordance with the student's IEP. If this is not addressed in the IEP, the aide shall be assigned by the principal.

**ARTICLE 24
JOB SHARING**

Job Sharing shall refer to two (2) bargaining unit members sharing one (1) full-time position.

A. PURPOSE

Two bargaining unit members may, at their request, pair up for the purpose of sharing one teaching assignment. This voluntary pairing shall not occur if the pairing results in the involuntary layoff or involuntary transfer of a full-time teacher. It shall not occur if it prevents the recall of a laid off teacher. The application for Job Sharing shall be approved or disapproved in writing by the District within thirty (30) days of the application. In the event a request is denied, the reasons shall be set forth in writing, and the applicants shall be given the

opportunity to revise and/or modify their application to address the reasons for denial. The final decision rests with the District. The Director of Human Resources will review situations where the employees and/or Association believe that approval to job share is being arbitrarily withheld.

B. APPLICATION

The teachers shall notify the District and the Association by March 1 of each year explaining their working arrangement and indicating their desire to job share for the following school year. The plan shall include the specific work schedule for each job sharer, including responsibilities for faculty meetings, recess duty, field trips, planning time, etc. Once the teachers have submitted their plan, they may not deviate from it unless the teachers and the District agree.

C. PAIRING

The teachers who have jointly agreed to work together must be certified and qualified for the job they will share. The job sharing arrangement shall be for one year. Job sharing teachers who wish to continue job sharing for additional years shall reapply each year as specified under Paragraphs A and B.

D. RESPONSIBILITIES

Both job sharers shall each be required to participate in parent teacher conferences, inservice days, elementary grade level meetings, and PSD activities to the same extent as full-time teachers. Tulip Time activities shall be in accordance with the Master Agreement.

E. COMPENSATION

Compensation shall be determined by each teacher's step and column of the salary schedule, prorated for the amount of time worked. Each teacher will gain one full year of seniority and will move up one full step on the salary schedule for each year worked at the job sharing position.

F. BENEFITS

Sick leave and personal leave shall be granted on a prorated basis. Fringe benefits shall be provided in accordance with Appendix C of the Master Agreement.

G. SUBSTITUTING

In the event one of the teachers is absent and is covered by one of the paid leave of absence provisions in Article 9, the other teacher will have first opportunity to substitute for the absent teacher. For daily substitute work, the other job sharer shall be paid at the per diem substitute rate (prorated for the portion of time substituting). For substituting for longer than ten (10) consecutive days, the job sharer shall be paid according to the job sharer's full time daily rate for working the full position.

H. MID-YEAR VACANCY

Neither participant in a job sharing position may exercise seniority rights to displace the other participant from a portion of the assignment during the school year. In the event one of the job sharing teachers leaves the employment of the District during the course of the school year, the other teacher shall automatically assume full-time status in the position being shared for the remainder of that school year. This provision may be waived upon the written approval of the District.

I. YEAR-END VACANCY

In the event one of the teachers leaves the employment of the District or the job share position at the conclusion of a school year, the other teacher in the position will be given first option for full time status within that classroom, or to reapply for the shared time position with another individual. Should the remaining teacher wish to reapply with a new job share partner, the time limits contained in this article shall be waived to the extent necessary (but no later than August 1) to allow the remaining teacher to find a new partner.

J. DISCONTINUING JOB SHARING

Both job sharing teachers will terminate all rights to their original classroom assignments. At the conclusion of a job sharing assignment, if either the District or the job sharers elect to discontinue job sharing for the following school year, each teacher will have the right to return to full-time status in accordance with Paragraphs 1-8.

1. If one or both job sharing teachers elect to discontinue job sharing, the teacher(s) shall give written notice of their intent to return to a full time position for the next school year no later than March 1 to the District, the Association, and the job sharing partner.

2. If only one of the job sharing partners discontinues job sharing, the other partner may (subject to District approval): 1) take the job sharing position as a full-time assignment, or 2) find another (currently employed).
3. If the District elects to discontinue the job sharing assignment, the District shall notify the job sharers no later than April 1 if it plans to discontinue the job sharing assignment.
4. If a shared time assignment is discontinued, the job sharing teachers may apply for any vacancies that may be available.
5. If no vacancies are available, said teachers shall continue in their job share position (providing the position remains) until a vacancy or vacancies become available. The job sharing teachers will not submit a new job sharing application for the coming school year; instead, the teachers shall continue under the job sharing plan they submitted for the previous year until a full-time vacancy becomes available.
6. If the job sharing assignment is discontinued by the District and there are no vacancies available, then the job sharers shall have the right to bump the least senior full-time teachers in positions for which the job sharers are certified and qualified, provided that the teachers being bumped have less seniority than the job sharing teachers who are displacing them.
7. If bumping occurs, then the teachers who are bumped shall also have the right to bump the least senior full-time teachers in positions for which they are certified and qualified, provided that the teachers being bumped have less seniority.
8. If the District intends to implement or is in the process of implementing a reduction of personnel for the following school year, then the Reduction of Personnel provisions (Article 16) shall apply. If there is any conflict or inconsistency between this Article and Article 16, then Article 16 shall supersede.

K. EXTENUATING OR EMERGENCY CIRCUMSTANCES

In the event that unexpected or emergency circumstances occur after the deadlines described above, the District may elect (but is not required) to allow the following:

1. The time limits contained in this article may be waived.
2. The District may post the job sharing position internally. If an internal applicant is selected and accepts the job share position, the teacher shall

waive all rights to the position he/she vacated, and the vacated position shall be considered a permanent vacancy.

3. The District may also post the job sharing position externally, as a temporary vacancy, for the following school year.
4. If the job sharing position is posted and filled, it shall be in accordance with the original job sharing application. Any changes in the original job sharing application are subject to the approval of the District, with a copy of the revised application provided to the Association.

The terms extenuating or emergency circumstances refer to life-changing situations such as loss of a spouse's income or insurance, unanticipated resignation of one of the job sharing partners after the deadlines above, etc.

L. COVERED BY MASTER AGREEMENT

All other provisions of the Master Agreement shall continue as if the job sharing teachers were working in regular, full-time positions.

M. SIGN OFF

Before the job sharing agreement is implemented, it shall be signed by the building principal, the Director of Human Resources, an authorized representative of the Association, and the job sharing participants, all of whom shall receive a copy of the signed job sharing agreement.

N. ENFORCEABILITY

Once signed by the Association representative, the terms of the job sharing agreement shall not be subject to any grievance claiming that any of the terms of the job sharing agreement violate any of the terms of the Master Agreement. Likewise, the decision of the District to approve or deny the job sharing application rests with the District in its sole discretion and shall not be subject to grievance and/or arbitration. Otherwise, an alleged violation, misinterpretation, or misapplication of any specific provision(s) of this Article and/or of the job sharing agreement itself shall be fully grievable and arbitrable in accordance with the grievance procedure contained in the Master Agreement.

ARTICLE 25
TEACHERS' FILES

- A. Before any written document is placed in a teacher's personnel file, the following shall be done:
1. Any document about a teacher or teachers that is to be placed in a file shall be put in writing and dated. The teacher shall be given a copy of any such document when it is put in the file. In addition, disciplinary actions and/or complaints shall conform to the requirements contained in Article 13 (Professional Conduct and Disciplinary Procedures.) Documents that do not contain all of this information shall not be included in the teacher's file;
 2. The teacher shall receive a copy of the written document(s) before they are placed in his/her file;
 3. The teacher shall have the right to submit a written response to the material, which shall be attached to all copies of the written document;
 4. The District shall conduct a thorough investigation to determine the accuracy of the document. If it is found that any portion of the document is not accurate, the inaccurate portion(s) of the document will be corrected before the document is placed in the teacher's personnel files;
 5. The teacher shall have the right to file a grievance over the inclusion and/or accuracy of any documents to be placed in his/her personnel file, in accordance with Article 6 of the Master Agreement; and
 6. In the event that such a grievance is filed, the District shall not release the disputed document(s) until after the grievance is resolved and a determination has been made over the inclusion and/or accuracy of the documents, unless otherwise compelled by law.
 7. The District shall expunge from all District files any information determined by the District and/or an arbitrator to be inaccurate.
- B. A teacher shall have the right to submit a written response to any material placed in his/her file, and this response shall be attached to all copies of the written material, including but not limited to all copies provided to any third parties.
- C. In the event that any material from a teacher's personnel files is provided to any third party, the teacher shall be notified of the name(s) of the parties that received the information, and, upon request, shall be given a copy of all information provided to the third parties.

- D. If the District releases any material from a teacher's personnel file, the District shall simultaneously release the corresponding teacher's response(s) to the material.
- E. The teacher evaluation forms shall contain the following statement: "This evaluation is based on the professional opinion(s) of the evaluator(s)." Any preliminary drafts of a teacher's evaluation shall be expunged from all District files upon completion of the final draft of the evaluation.
- F. In the event that the District receives a FOIA request for the personnel file(s) of any teacher(s), or any portion thereof, the District shall immediately provide the following to the affected teacher(s) and to the Association:
 - 1. A copy of the FOIA request;
 - 2. The name(s) of the requesting parties, and all documents and all communications received by the District related to the FOIA request;
 - 3. The District will notify the teacher involved, and the teacher may, within five (5) calendar days of notification, review his/her personnel file prior to the release of information. In the event the teacher elects not to examine his/her file within the five (5) calendar day period, and the District has not yet released the information requested, the teacher may still request to review his/her file prior to the release of information, provided the teacher's review of the personnel file would not require the District to exceed the timelines required under FOIA; and
 - 4. Upon the teacher's request, copies of all communications and documentation sent to the requesting parties by District administrators or other agents or attorneys.
- G. The District agrees that it will exempt from disclosure all public records it is allowed by law to exempt, and shall release only those records it is compelled by law to disclose.
- H. The District shall remove all disciplinary information from a teacher's personnel file(s) that is more than five (5) years old.
- I. Any written documents pertaining to discipline, such as written warnings, reprimands, suspension or discharge, will be entered into the teacher's personnel file no later than October 1st of the school year following the school year in which the discipline was issued. For disciplinary actions that occur during the summer vacation period, the District will have six (6) months to place the documentation

in the personnel file at the Central Office. No documentation shall be placed in the personnel file later than the above-prescribed times.

- J. Each teacher shall have only one (1) “personnel file,” to be kept in the District’s central file.
- K. Each principal shall be permitted to have one (1) “anecdotal” file for each teacher in his/her building. All information contained in the anecdotal file shall either be destroyed at the end of each school year, or sent to the District’s central office to be included in the teacher’s personnel file. The principal’s anecdotal file may also contain duplicate copies of information contained in a teacher’s personnel file.
- L. The parties recognize that this Article is based upon their best understanding of the law at the time of its writing (August, 2000). Therefore, if any portion of this Article is found to be inconsistent with law, the parties agree that the District shall comply with the law and the parties will meet at their earliest convenience to discuss the provision in question.

ARTICLE 26

NEW TEACHER MENTORING AND INDUCTION PROGRAM

A. PURPOSE OF THE PROGRAM

- 1. The Board and Association recognize and acknowledge the responsibility of the District to develop and implement a mentor teacher program, which will be referred to herein as the Holland Public Schools New Teacher Mentoring and Induction Program (Program).
- 2. The Program is designed to be a cooperative arrangement between peers in which new members of the teaching profession are provided ongoing assistance, support and training by skilled and experienced teachers. This support relationship is designed to be collegial in nature with all experiences directed toward the development and refinement of knowledge, skills and dispositions necessary for effective learning.

B. THE MENTORING-INDUCTION CADRE

- 1. The Program shall be developed, implemented and overseen by a Mentoring-Induction Cadre (Cadre). The Cadre shall be composed of up to four (4) teachers named by the Association and one (1) administrator named by the District. To the degree possible, the teaching members of the Cadre will contain cross-representation of the teaching staff (i.e.

elementary, middle school, high school and specialists). One teacher shall be selected by the members of the Cadre to serve as Chairperson.

2. Members of the Cadre shall serve three-year terms which may be renewed at the conclusion of the three-year period(s). During the initial year (1995-96), the administrator and one teacher shall be designated for three-year terms; two teachers shall be designated for two-year terms; and one teacher shall be designated for a one-year term. Thereafter, the three year terms shall be staggered, with each member reappointed and/or replaced as his/her term expires.
3. Responsibilities of the Cadre shall include: development and implementation of the operational details of the Program; coordination and communication with the Assistant Superintendents; coordination and communication with a portion of the mentor teachers; recruitment and recommendation for appointment of mentor teachers; and development of handbooks for both mentor teachers and new teachers. In addition, each teacher on the Cadre shall be a mentor teacher to at least one (1) new teacher.
4. The Cadre shall periodically meet with and coordinate its responsibilities through the Assistant Superintendent for Teaching and Learning and the Director of Human Resources, who have the ultimate legal responsibility for the Program.
5. If there is a vacancy on the Cadre, the District (for the administrator) or the Association (for the teacher) shall name a replacement.

C. MENTOR TEACHERS

1. Mentor teachers shall be selected by the District, and shall meet the following qualifications:
 - a. Mentors shall have demonstrated excellence in teaching;
 - b. Mentor teachers shall be tenured practitioners;
 - c. Mentor teachers shall, if possible, be in the same subject area, grade level, and building as the assigned new teacher(s);
 - d. Mentors shall have demonstrated a positive attitude toward the profession, the District and its programs;

- e. Mentors shall have demonstrated excellent human relations and communications skills;
 - f. Mentors shall have knowledge and skill in strategies for teaching adults;
 - g. Mentors shall have demonstrated a commitment to professional development, in order to remain current and maintain a high level of expertise;
 - h. Mentors must be willing to commit the time and effort needed for the mentoring responsibilities.
2. Mentor teacher assignments shall first be offered to qualified members of the bargaining unit. If there are not enough qualified bargaining unit members available to serve as mentor teachers, then retired teachers and/or other non-bargaining unit tenured practitioners may be assigned as mentor teachers.
 3. Mentor teachers shall be responsible for providing assistance and support to new teachers. This may include the following areas: psychological, logistical, inter-cultural, pedagogical and curricular. A more specific description of the responsibilities of mentor teachers shall be developed by the Cadre and shall be included in the handbooks and application materials.
 4. The parties recognize that the success of the Program will rest on confidentiality and a trusting relationship between the mentor and new teacher. Consequently, the mentoring relationship shall be confidential. There shall be absolutely no link between the mentoring process and the evaluation process. In addition, if there is any communication between the principal or other administrator and the mentor teacher about the new teacher, that communication shall only occur with the new teacher present.
 5. Each mentor teacher may, upon request, be released from his/her regular teaching responsibilities in order to provide time for the mentor to perform mentoring responsibilities with the new teacher in the classroom setting.
 6. Barring unforeseen circumstances, a mentor will stay with the same person for the duration of the three-year mentoring cycle. However, either the mentor or the new teacher may request that the assignment be changed. Any request for reassignment shall be made to the Cadre, which shall evaluate the request and make a recommendation on a case-by-case basis.

D. GENERAL PROVISIONS OF THE PROGRAM

1. Members of the Cadre and/or mentor teachers shall be paid in accordance with Appendix E, Paragraphs M and N of the Master Agreement.
2. Participation as a member of the Cadre and/or as a mentor teacher is voluntary.
3. Membership on the Cadre and Mentor Teacher shall both be extra-duty assignments. Except as provided herein, the provisions of Appendix D shall apply.
4. This Program shall begin with the 1995-96 school year and shall be reviewed annually by a Mentor Program Review Committee. The Mentor Program Review Committee shall be composed of three Association representatives named by the Association and three District representatives named by the District as well as the Cadre Chairperson and the administrator on the Cadre. This Review Committee shall meet in the spring, and complete its review and recommendations by May 1st of each year. If this Review Committee recommends any changes in the Program that relate to or impact on wages, hours and/or working conditions, these changes shall be submitted to the District and the Association for their approval.
5. Mentors and new teachers shall keep individual logs listing dates, times, and a general description of the program activities engaged in. In addition, mentors and new teachers may be required to keep training logs or other documentation required by the Michigan Department of Education.
6. Mentors and/or new teachers may be required to attend training during the regular school day/year, and any such training shall be without additional pay. In addition, mentors and/or new teachers may be asked to attend training outside of the regular school day/year, and shall be paid at the hourly rate contained in Appendix E, Paragraph D of the Agreement (i.e. BA base salary times .00082 per hour) for all such training. [NOTE: The two (2) days of orientation that all first year teachers have been required to attend without additional pay shall continue as in the past, and shall not be included in this provision.]
7. The Association's right to name the teacher representatives to the Cadre and/or to the Mentor Program Review Committee shall not negate the District's rights contained in Article II and Appendix D, Paragraph B of this Agreement.

**ARTICLE 27
TERMINATION CLAUSE**


This Agreement shall be effective as of September 1, 2008 through August 31, 2011, or the last day before the first work day in 2011-2012, whichever is earlier. The terms of this Agreement shall continue unchanged for the life of this Agreement.


IN WITNESS WHEREOF the parties have caused this Agreement to be executed by their authorized representatives on this 21st day of April, 2008.

HOLLAND EDUCATION
ASSOCIATION:

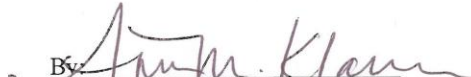
HOLLAND BOARD OF
EDUCATION:


By: 
Charles Bullard, President

By: 
Steve Grose, President

By: 
Norma Ashby, Secretary

By: 
Susan DeJong, Vice-President

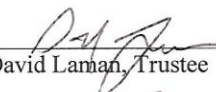
By: 
Ann Klamer, Treasurer

By: 
Doug Kamphuis, Secretary

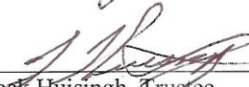
By: 
Joni Toppen, Chairperson of
HEA Negotiating Committee

By: 
Jack Gisinger, Treasurer

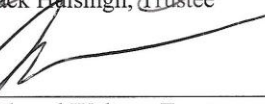
By: 
Geoff Legg, HEA Negotiator

By: 
David Laman, Trustee

By: 
Maria Yoder, HEA Negotiator

By: 
Jack Haisingh, Trustee

By: 
Lisa Garcia-Veele, HEA Negotiator

By: 
Edward Walters, Trustee

By: 
Mary Busscher, HEA Negotiator

Holland Education Association Master Agreement 2008-2011

Teacher Days

Student Days

Appendix A
2008-2009
Holland School Calendar

AUGUST						SEPTEMBER					OCTOBER						
M	T	W	T	F		M	T	W	T	F	M	T	W	T	F		
				1									1	2	3		
	4	5	6	7	8	1	2	3	4	5	6	7	8	9	10		
4	11	12	13	14	15	21	8	9	10	11	12	23	13	14	15	16	17
0	18	19	20	21	22	21	15	16	17	18	19	23	20	21	22	23	24
	25	26	27	28	29		22	23	24	25	26		27	28	29	30	31
							29	30									

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

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

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

Sept. 1	Labor Day
Nov. 27	Thanksgiving
Jan. 23	Records Day
Feb. 16	Midwinter break
May 6-7	Tulip Time

~~Vacation Period, Holiday or Other non-working day~~

181 Teacher Days
175 Student Days K-8
173 Student Days 9-12

August 25	First Teacher Day
Sept. 2	First Student Day
June 3	Last Student Day
June 4	Last Teacher Day

Appendix A
Holland Public Schools
2008-2009 School Calendar

August 25-28	Staff Report Full Day 8:30-3:30 (45 minute lunch) District/Building PSD
August 27	Teacher work day K-12
August 27	District Wide Open House K-12 ECC/Harrington/Maplewood 4:30-6:30 PM Holland Heights/VanRaalte 4:30-6:30 PM Jefferson/East K-8 5:00-7:00 PM WMS 5:30-7:30 PM Holland High School 7:00-9:00 PM (Staff to be present in their buildings for two hours with staggered times.)
August 29- September 1	Labor Day Weekend
September 2	First Day of School Students Full Day K-12 (Staggered start, Holland High School)
October 6	High School Progress Reports Sent to Parents, Trimester1

HIGH SCHOOL CONFERENCES:

October 13	High School Parent-Teacher Conferences: 5:00-8:00 PM Students attend full day.
October 14	High School Parent-Teacher Conferences: 9:00-12:00 PM No High School Students attend. (PM comp time for staff)
October 31 November 3	End of 1st Marking Period K-8 (44 days) 2nd Marking Period Begins K-8

K-5 CONFERENCES:

November 3	Conferences (5-8 PM, full day for students)
November 4	Conferences (5-8 PM, full day for students)
November 5	Regular Day-Full day of school
November 6	Conferences (1-7 PM, 1/2 day for students)
November 7	1/2 day for staff and students

6-8 CONFERENCES:

November 3 Conferences (5-8 PM, full day for students, East 6-8 & WMS)
November 4 Conferences (5-8 PM, full day for students—for East 6-8 only)
November 5 Conferences (5-8 PM, full day for students—for WMS 6-8 Only)
November 6 Conferences (½ day for students, 12:30-6:30 East 6-8 & 12-6:00 WMS)
November 7 ½ day for staff and students

Nov. 21, 24-25 High School Exams
1/2 day students, Full Day Staff

November 25 End of Trimester 1 (60 days)

Nov. 26-28 Thanksgiving Recess

December 1 2nd Trimester Begins 9-12

December 22-
January 2 Holiday Recess

January 5 School Resumes

January 12 High School Progress Reports Sent to Parents, Trimester 2

January 23 End of 1st Semester K-8, Records Day-No Students (46 days)
Voluntary Attendance K-8
9-12 Staff and Students Report—Regular Day

January 26 3rd Marking Period Begins K-8

HIGH SCHOOL CONFERENCES:

January 26 High School Parent-Teacher Conferences, Trimester 2
5:00-8:00 PM Students attend full day.

January 27 High School Parent-Teacher Conferences 9:00-12:00 PM
No High School Students attend.

February 16 No School K-12, Mid Winter Break Day (President's Day)

February 23 Middle School Progress Reports Sent to Parents

February 27, End of 2nd Trimester 9-12 (53 days)
March 2 3rd Trimester Begins 9-12

K-5 CONFERENCES:

March 30	Conferences (5-8 PM, full day for students)
March 31	Conferences (5-8 PM, full day for students)
April 1	Full day for students and staff
April 2	Conferences (1-4 PM, ½ day for students)
April 3	No School

MIDDLE SCHOOL CONFERENCES:

March 30	Conferences (5-8 PM, full day for students)
March 31	Conferences (5-8 PM, full day for students)
April 1	Conferences (5-8 PM, full day for students)
April 2	Conferences (12:30-3:30 East 6-8, 12-3 West, ½ day for students)
April 3	No School

March 27	End of 3rd Marking Period K-8 (44 days)
March 30	4th Marking Period Begins K-8

April 3	No School for students and staff K-12
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April 3-10	Spring Break Recess
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April 13	School Resumes
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April 20	High School Progress Reports Sent to Parents, Trimester3
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HIGH SCHOOL CONFERENCES:

April 27	High School Parent-Teacher Conferences, Trimester 3 5:00-8:00 PM; Students attend full day.
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April 28	High School Parent-Teacher Conferences 9:00-12:00 PM No Students attend. (PM comp time for staff)
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May 6	Tulip Time, 1/2 day 6-12
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May 7	Tulip Time, 1/2 day K-12
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May 25	Memorial Day Recess
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FINAL EXAMS:

June 1-3	High School Exams 1/2 day students, Full day staff
June 2-3	1/2 day for 6-8 Students and staff
June 3	Last Day for Students K-12, 1/2 day End of 4th Marking Period K-8 (41 days) End of 3rd Trimester 9-12 (60 days)
June 4	Teacher Work Day, full day

1/2 Day Schedule

Elem. Schools	Middle Schools	High School
November 6 (AM)	November 6	November 21
November 7 (PM)	November 7	November 24
April 2 (AM)	April 2	November 25
May 7 (PM)	May 6	February 27
June 3 (AM/PM)	May 7	March 2
	June 2	March 3
	June 3	May 6
		May 7
		June 1
		June 2
		June 3

181 Teacher days
175 Student days K-8
173 Student days 9-12

Holland Education Association Master Agreement 2008-2011

*Teacher
Days*

*Student
Days*

Appendix A
2009-2010
Holland School Calendar

AUGUST						SEPTEMBER					OCTOBER						
M	T	W	T	F		M	T	W	T	F	M	T	W	T	F		
	3	4	5	6	7			1	2	3				1	2		
<i>1</i>	10	11	12	13	14	<i>20</i>	<i>21</i>	8	9	10	11	<i>22</i>	5	6	7	8	9
<i>0</i>	17	18	19	20	21	<i>17</i>	14	15	16	17	18	<i>22</i>	12	13	14	15	16
	24	25	26	27	28		21	22	23	24	25		26	27	28	29	30
	31						28	29	30								

NOVEMBER					DECEMBER					JANUARY							
M	T	W	T	F	M	T	W	T	F	M	T	W	T	F			
	2	3	4	5	6			1	2	3	4					<i>1</i>	
	9	10	11	12	13		7	8	9	10	11		4	5	6	7	8
<i>18</i>	16	17	18	19	20	<i>14</i>	14	15	16	17	18	<i>20</i>	11	12	13	14	15
<i>18</i>	23	24	<i>25</i>	<i>26</i>	<i>27</i>	<i>14</i>	<i>14</i>	<i>15</i>	<i>16</i>	<i>17</i>	<i>18</i>	<i>19</i>	18	19	20	21	22
	30						29	30					25	26	27	28	29

FEBRUARY					MARCH					APRIL							
M	T	W	T	F	M	T	W	T	F	M	T	W	T	F			
	1	2	3	4	5			1	2	3	4	5				1	<i>2</i>
	8	9	10	11	12		8	9	10	11	12	<i>3</i>	<i>4</i>	<i>5</i>	<i>6</i>	<i>7</i>	
<i>19</i>	<i>15</i>	16	17	18	19	<i>23</i>	15	16	17	18	19	<i>16</i>	12	13	14	15	16
<i>19</i>	22	23	24	25	26	<i>23</i>	22	23	24	25	26	<i>16</i>	19	20	21	22	23
							29	30	31				26	27	28	29	30

MAY					JUNE						
M	T	W	T	F	M	T	W	T	F		
	3	4	5	6	7			1	2	3	4
	10	11	12	13	14		7	8	9	10	<i>11</i>
<i>20</i>	17	18	19	20	21	<i>8</i>	14	15	16	17	18
<i>20</i>	24	25	26	27	28	<i>7</i>	21	22	23	24	25
							28	29	30		

Sept. 7	Labor Day
Nov. 26	Thanksgiving
Jan. 22	Records Day
Feb. 15	Midwinter break
May 5-6	Tulip Time

*Vacation Period, Holiday or
Other non-working day*

181 Teacher Days
175 Student Days K-8
173 Student Days 9-12

August 31	First Teacher Day
Sept. 8	First Student Day
June 9	Last Student Day
June 10	Last Teacher Day

**Appendix A
Holland Public Schools
2009-2010 School Calendar**

High School Calendar Subject to Change

August 31- September 3	Staff Report Full Day 8:30-3:30 (45 minute lunch) District/Building PSD
September 2	Teacher work day K-12
September 2	District Wide Open House K-12 ECC/Harrington/Maplewood 4:30-6:30 PM Holland Heights/Van Raalte 4:30-6:30 PM Jefferson/East K-8 5:00-7:00 PM WMS 5:30-7:30 PM Holland High School 7:00-9:00 PM (Staff to be present in their buildings for two hours with staggered times.)
September 4- September 7	Labor Day Weekend
September 8	First Day of School Students Full Day K-12 (Staggered start, Holland High School)
October 12	High School Progress Reports Sent to Parents, Trimester 1

HIGH SCHOOL CONFERENCES:

October 19	High School Parent-Teacher Conferences: 5:00-8:00 PM Students attend full day.
October 20	High School Parent-Teacher Conferences: 9:00-12:00 PM No High School Students attend. (PM comp time for staff)
November 6 November 9	End of 1st Marking Period K-8 (44 days) 2nd Marking Period Begins K-8

K-5 CONFERENCES:

November 9	Conferences (5-8 PM, full day for students)
November 10	Conferences (5-8 PM, full day for students)
November 11	Regular Day-Full day of school
November 12	Conferences (1-7 PM, 1/2 day for students)

November 13 ½ day for staff and students

6-8 CONFERENCES:

November 9 Conferences (5-8 PM, full day for students, East 6-8 & WMS)
November 10 Conferences (5-8 PM, full day for students—for East 6-8 only)
November 11 Conferences (5-8 PM, full day for students—for WMS 6-8 Only)
November 12 Conferences (½ day for students, 12:30-6:30 East 6-8 & 12-6:00 WMS)
November 13 ½ day for staff and students

Nov. 20, 23-24 High School Exams
1/2 day students, Full Day Staff

November 24 End of Trimester 1 (55 days)

Nov. 25-27 Thanksgiving Recess

November 30 2nd Trimester Begins 9-12

December 21-
January 1 Holiday Recess

January 4 School Resumes

January 18 High School Progress Reports Sent to Parents, Trimester 2

January 22 End of 1st Semester K-8, Records Day-No Students (41 days)
Voluntary Attendance K-8
9-12 Staff and Students Report—Regular Day

January 25 3rd Marking Period Begins K-8

HIGH SCHOOL CONFERENCES:

January 25 High School Parent-Teacher Conferences, Trimester 2
5:00-8:00 PM Students attend full day.

January 26 High School Parent-Teacher Conferences 9:00-12:00 PM
No High School Students attend.

February 15 No School K-12, Mid Winter Break Day (President's Day)

February 22 Middle School Progress Reports Sent to Parents

March 3-5 High School Exams
1/2 day students, Full day staff

March 5 End of 2nd Trimester 9-12 (58 days)

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March 8 3rd Trimester Begins 9-12

K-5 CONFERENCES:

March 29 Conferences (5-8 PM, full day for students)

March 30 Conferences (5-8 PM, full day for students)

March 31 Full day for students and staff

April 1 Conferences (1-4 PM, ½ day for students)

April 2 No School

MIDDLE SCHOOL CONFERENCES:

March 29 Conferences (5-8 PM, full day for students)

March 30 Conferences (5-8 PM, full day for students)

March 31 Conferences (5-8 PM, full day for students)

April 1 Conferences (12:30-3:30 East 6-8, 12-3 West, ½ day for students)

April 2 No School

March 26 End of 3rd Marking Period K-8 (44 days)

March 29 4th Marking Period Begins K-8

April 2 No School for students and staff K-12

April 3-11 Spring Break Recess

April 12 School Resumes

April 19 High School Progress Reports Sent to Parents, Trimester3

HIGH SCHOOL CONFERENCES:

April 26 High School Parent-Teacher Conferences, Trimester 3
5:00-8:00 PM; Students attend full day.

April 27 High School Parent-Teacher Conferences 9:00-12:00 PM
No Students attend. (PM comp time for staff)

May 5 Tulip Time, 1/2 day 6-12

May 6 Tulip Time, 1/2 day K-12

May 31 Memorial Day Recess

FINAL EXAMS:

June 7-9 High School Exams
1/2 day students, Full day staff

Holland Education Association Master Agreement 2008-2011

June 8-9 1/2 day for 6-8 Students and staff

June 9 Last Day for Students K-12, 1/2 day
End of 4th Marking Period K-8 (41 days)
End of 3rd Trimester 9-12 (60 days)

June 10 Teacher Work Day, full day

1/2 Day Schedule

Elem. Schools	Middle Schools	High School
November 12 (AM)	November 12	November 20
November 13 (PM)	November 13	November 23
April 1 (AM)	April 1	November 24
May 6 (PM)	May 5	March 3
June 9 (AM/PM)	May 6	March 4
	June 8	March 5
	June 9	May 5
		May 6
		June 7
		June 8
		June 9

181 Teacher days
175 Student days K-8
173 Student days 9-12

Holland Education Association Master Agreement 2008-2011

Teacher Days

Student Days

Appendix A

2010-2011
Holland School Calendar

AUGUST					SEPTEMBER					OCTOBER							
M	T	W	T	F	M	T	W	T	F	M	T	W	T	F			
	2	3	4	5	6			1	2	3					1		
	9	10	11	12	13	4	7	8	9	10		4	5	6	7	8	
<u>2</u>	16	17	18	19	20	<u>20</u>	13	14	15	16	17	<u>21</u>	11	12	13	14	15
<u>0</u>	23	24	25	26	27	<u>18</u>	20	21	22	23	24	<u>21</u>	18	19	20	21	22
30	31					27	28	29	30			25	26	27	28	29	

NOVEMBER					DECEMBER					JANUARY							
M	T	W	T	F	M	T	W	T	F	M	T	W	T	F			
1	2	3	4	5			1	2	3	3	4	5	6	7			
8	9	10	11	12	6	7	8	9	10	10	11	12	13	14			
<u>19</u>	15	16	17	18	19	<u>13</u>	13	14	15	16	17	<u>21</u>	17	18	19	20	21
<u>19</u>	22	23	24	25	26	<u>13</u>	20	21	22	23	24	<u>20</u>	24	25	26	27	28
29	30				27	28	29	30	31	31							

FEBRUARY					MARCH					APRIL							
M	T	W	T	F	M	T	W	T	F	M	T	W	T	F			
	1	2	3	4		1	2	3	4	5	6	7	8	9			
7	8	9	10	11	7	8	9	10	11	10	11	12	13	14	15		
<u>19</u>	14	15	16	17	18	<u>23</u>	14	15	16	17	18	<u>15</u>	11	12	13	14	15
<u>19</u>	21	22	23	24	25	<u>23</u>	21	22	23	24	25	<u>15</u>	18	19	20	21	22
28					28	29	30	31			25	26	27	28	29		

MAY					JUNE						
M	T	W	T	F	M	T	W	T	F		
2	3	4	5	6			1	2	3		
9	10	11	12	13	6	7	8	9	10		
<u>21</u>	16	17	18	19	20	<u>7</u>	13	14	15	16	17
<u>21</u>	23	24	25	26	27	<u>6</u>	20	21	22	23	24
30	31				27	28	29	30			

Sept. 6	Labor Day
Nov. 25	Thanksgiving
Jan. 21	Records Day
Feb. 21	Midwinter break
May 11-12	Tulip Time

~~Vacation Period, Holiday or Other non-working day~~

181 Teacher Days
175 Student Days K-8
173 Student Days 9-12

August 30	First Teacher Day
Sept. 3	First Student Day
June 8	Last Student Day
June 9	Last Teacher Day

**Appendix A
Holland Public Schools
2010-2011 Calendar**

High School Calendar Subject to Change

August 30- September 2	Staff Report Full Day 8:30-3:30 (45 minute lunch) District/Building PSD
September 1	Teacher work day K-12
September 1	District Wide Open House K-12 ECC/Harrington/Maplewood 4:30-6:30 PM Holland Heights/Van Raalte 4:30-6:30 PM Jefferson/East K-8 5:00-7:00 PM WMS 5:30-7:30 PM Holland High School 7:00-9:00 PM (Staff to be present in their buildings for two hours with staggered times.)
September 3- September 6	Labor Day Weekend
September 7	First Day of School Students Full Day K-12 (Staggered start, Holland High School)
October 11	High School Progress Reports Sent to Parents, Trimester 1
HIGH SCHOOL CONFERENCES:	
October 18	High School Parent-Teacher Conferences: 5:00-8:00 PM Students attend full day.
October 19	High School Parent-Teacher Conferences: 9:00-12:00 PM No High School Students attend. (PM comp time for staff)
November 5 November 8	End of 1st Marking Period K-8 (44 days) 2nd Marking Period Begins K-8

K-5 CONFERENCES:

November 8 Conferences (5-8 PM, full day for students)
November 9 Conferences (5-8 PM, full day for students)
November 10 Regular Day-Full day of school
November 11 Conferences (1-7 PM, 1/2 day for students)
November 12 ½ day for staff and students

6-8 CONFERENCES:

November 8 Conferences (5-8 PM, full day for students, East 6-8 & WMS)
November 9 Conferences (5-8 PM, full day for students—for East 6-8 only)
November 10 Conferences (5-8 PM, full day for students—for WMS 6-8 Only)
November 11 Conferences (½ day for students, 12:30-6:30 East 6-8 & 12-6:00 WMS)
November 12 ½ day for staff and students

Nov. 19, 22-23 High School Exams
1/2 day students, Full Day Staff

November 23 End of Trimester 1 (55 days)

Nov. 24-26 Thanksgiving Recess

November 29 2nd Trimester Begins 9-12

December 20-
December 31 Holiday Recess

January 3 School Resumes

January 17 High School Progress Reports Sent to Parents, Trimester 2

January 21 End of 1st Semester K-8, Records Day-No Students (41 days)
Voluntary Attendance K-8
9-12 Staff and Students Report—Regular Day

January 24 3rd Marking Period Begins K-8

HIGH SCHOOL CONFERENCES:

January 24 High School Parent-Teacher Conferences, Trimester 2
5:00-8:00 PM Students attend full day.

January 25 High School Parent-Teacher Conferences 9:00-12:00 PM
No High School Students attend.

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February 21	No School K-12, Mid Winter Break Day (President's Day)
February 22	Middle School Progress Reports Sent to Parents
March 2-4	High School Exams 1/2 day students, Full day staff
March 4	End of 2nd Trimester 9-12 (58 days)
March 7	3rd Trimester Begins 9-12

K-5 CONFERENCES:

March 28	Conferences (5-8 PM, full day for students)
March 29	Conferences (5-8 PM, full day for students)
March 30	Full day for students and staff
March 31	Conferences (1-4 PM, ½ day for students)
April 1	No School

MIDDLE SCHOOL CONFERENCES:

March 28	Conferences (5-8 PM, full day for students)
March 29	Conferences (5-8 PM, full day for students)
March 30	Conferences (5-8 PM, full day for students)
March 31	Conferences (12:30-3:30 East 6-8, 12-3 West, ½ day for students)
April 1	No School

March 25	End of 3rd Marking Period K-8 (44 days)
March 28	4th Marking Period Begins K-8

April 1 No School for students and staff K-12

April 2-10 Spring Break Recess

April 11 School Resumes

April 19 High School Progress Reports Sent to Parents, Trimester3

HIGH SCHOOL CONFERENCES:

April 25 High School Parent-Teacher Conferences, Trimester 3
5:00-8:00 PM; Students attend full day.

April 26 High School Parent-Teacher Conferences 9:00-12:00 PM
No Students attend. (PM comp time for staff)

May 11 Tulip Time, 1/2 day 6-12

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May 12 Tulip Time, 1/2 day K-12

May 30 Memorial Day Recess

FINAL EXAMS:

June 6-8 High School Exams
1/2 day students, Full day staff

June 7-8 1/2 day for 6-8 Students and staff

June 8 Last Day for Students K-12, 1/2 day
End of 4th Marking Period K-8 (41 days)
End of 3rd Trimester 9-12 (60 days)

June 9 Teacher Work Day, full day

1/2 Day Schedule

Elem. Schools	Middle Schools	High School
November 11 (AM)	November 11	November 19
November 12 (PM)	November 12	November 22
March 31 (AM)	March 31	November 23
May 12 (PM)	May 11	March 2
June 8 (AM/PM)	May 12	March 3
	June 7	March 4
	June 8	May 11
		May 12
		June 6
		June 7
		June 8

181 Teacher days

175 Student days K-8

173 Student days 9-12

** Tulip Time: Teachers attending Tulip Time activities may leave work without loss of pay or deduction from sick leave by signing out of the building in the principal's office. It is understood that this release is for the purpose of attending Tulip Time activities for the remainder of the school day and is not to be used for other purposes. Those not attending shall work in their buildings.

ACT OF GOD DAYS

- A. If an emergency and/or act of God necessitates the closing of the Holland Public Schools, teachers will not have to report to their assigned buildings, and will have no loss in pay. Every effort will be made to make such public announcements of school closing by 7:00 a.m.
- B. In the event Act of God days prevent the District from holding the minimum number of student attendance days and/or hours, as defined by the Department of Education, teachers may be required by the District to make up enough student attendance days and/or hours so that the minimum number of days/hours of student instruction will be held. Act of God days will be made up using the following days, if still available, in the order shown:

- 1st: Professional Staff Development Days
- 2nd: ½ day at end of each semester

If additional Act of God days and/or hours must still be made up, said days will be rescheduled at the end of the year unless otherwise agreed by the parties. Act of God days will only be made up if the District will lose state funding for failure to make them up.

- C. If teachers do not work on the original Act of God day(s) being rescheduled, and they were paid for said days, then they will not be paid additional compensation for these make-up days except as provided below.
- D. If a teacher works on an Act of God day at the request of the District and also works on the make-up day for that Act of God day, that teacher will be paid at his or her regular per diem rate for both days.
- E. If any make-up days do not count as student attendance days and must be rescheduled more than once, teachers will be paid at their per diem rate for all additional days worked beyond the original makeup day(s).

Holland Appendix B

2008/2009 Salary Schedule

(w/ each step increased 2.0%)

Yr.	A	B	C	D	E	F
1	\$ 34,590	\$ 36,278	\$ 37,371	\$ 38,414	\$ 39,454	\$ 40,196
2	\$ 36,318	\$ 38,017	\$ 39,422	\$ 40,475	\$ 41,514	\$ 42,234
3	\$ 38,045	\$ 39,763	\$ 41,481	\$ 42,521	\$ 43,545	\$ 44,285
4	\$ 39,766	\$ 41,498	\$ 43,520	\$ 44,568	\$ 45,600	\$ 46,312
5	\$ 41,519	\$ 43,254	\$ 45,576	\$ 46,616	\$ 47,634	\$ 48,359
6	\$ 43,246	\$ 44,990	\$ 47,619	\$ 48,664	\$ 49,689	\$ 50,382
7	\$ 44,959	\$ 46,730	\$ 49,683	\$ 50,723	\$ 51,736	\$ 52,419
8	\$ 46,665	\$ 48,459	\$ 51,719	\$ 52,762	\$ 53,772	\$ 54,444
9	\$ 48,408	\$ 50,205	\$ 53,798	\$ 54,810	\$ 55,817	\$ 56,502
10	\$ 50,120	\$ 51,930	\$ 55,844	\$ 56,852	\$ 57,850	\$ 58,536
11	\$ 51,840	\$ 53,678	\$ 57,906	\$ 58,912	\$ 59,913	\$ 60,569
12	\$ 53,551	\$ 55,410	\$ 59,954	\$ 60,950	\$ 61,958	\$ 62,600
13	\$ 55,246	\$ 57,124	\$ 62,013	\$ 63,004	\$ 63,999	\$ 64,630
14	\$ 55,246	\$ 57,124	\$ 63,976	\$ 65,004	\$ 66,035	\$ 66,675
15	\$ 55,246	\$ 57,124	\$ 63,976	\$ 65,004	\$ 66,035	\$ 68,705
16	\$ 55,246	\$ 57,124	\$ 63,976	\$ 65,004	\$ 66,035	\$ 68,705
17	\$ 55,246	\$ 57,124	\$ 63,976	\$ 65,004	\$ 66,035	\$ 68,705
18	\$ 55,246	\$ 57,124	\$ 63,976	\$ 65,004	\$ 66,035	\$ 68,705
19	\$ 56,947	\$ 59,289	\$ 65,338	\$ 66,383	\$ 67,121	\$ 69,824
20	\$ 56,947	\$ 59,289	\$ 65,338	\$ 66,383	\$ 67,121	\$ 69,824
21	\$ 56,947	\$ 59,289	\$ 65,338	\$ 66,383	\$ 67,121	\$ 69,824
22	\$ 56,947	\$ 59,289	\$ 65,338	\$ 66,383	\$ 67,121	\$ 69,824
23	\$ 56,947	\$ 59,289	\$ 65,338	\$ 66,383	\$ 67,121	\$ 69,824
24	\$ 56,947	\$ 59,289	\$ 65,338	\$ 66,383	\$ 67,121	\$ 69,824
25	\$ 58,168	\$ 61,236	\$ 66,023	\$ 67,335	\$ 67,992	\$ 70,539

Holland Appendix B

2009/2010 Salary Schedule

(w/ each step increased 2.0%)

Yr.	A	B	C	D	E	F
1	\$ 35,282	\$ 37,004	\$ 38,118	\$ 39,182	\$ 40,243	\$ 41,000
2	\$ 37,044	\$ 38,777	\$ 40,210	\$ 41,285	\$ 42,344	\$ 43,079
3	\$ 38,806	\$ 40,558	\$ 42,311	\$ 43,371	\$ 44,416	\$ 45,171
4	\$ 40,561	\$ 42,328	\$ 44,390	\$ 45,459	\$ 46,512	\$ 47,238
5	\$ 42,349	\$ 44,119	\$ 46,488	\$ 47,548	\$ 48,587	\$ 49,326
6	\$ 44,111	\$ 45,890	\$ 48,571	\$ 49,637	\$ 50,683	\$ 51,390
7	\$ 45,858	\$ 47,665	\$ 50,677	\$ 51,737	\$ 52,771	\$ 53,467
8	\$ 47,598	\$ 49,428	\$ 52,753	\$ 53,817	\$ 54,847	\$ 55,533
9	\$ 49,376	\$ 51,209	\$ 54,874	\$ 55,906	\$ 56,933	\$ 57,632
10	\$ 51,122	\$ 52,969	\$ 56,961	\$ 57,989	\$ 59,007	\$ 59,707
11	\$ 52,877	\$ 54,752	\$ 59,064	\$ 60,090	\$ 61,111	\$ 61,780
12	\$ 54,622	\$ 56,518	\$ 61,153	\$ 62,169	\$ 63,197	\$ 63,852
13	\$ 56,351	\$ 58,266	\$ 63,253	\$ 64,264	\$ 65,279	\$ 65,923
14	\$ 56,351	\$ 58,266	\$ 65,256	\$ 66,304	\$ 67,356	\$ 68,009
15	\$ 56,351	\$ 58,266	\$ 65,256	\$ 66,304	\$ 67,356	\$ 70,079
16	\$ 56,351	\$ 58,266	\$ 65,256	\$ 66,304	\$ 67,356	\$ 70,079
17	\$ 56,351	\$ 58,266	\$ 65,256	\$ 66,304	\$ 67,356	\$ 70,079
18	\$ 56,351	\$ 58,266	\$ 65,256	\$ 66,304	\$ 67,356	\$ 70,079
19	\$ 58,086	\$ 60,475	\$ 66,645	\$ 67,711	\$ 68,463	\$ 71,220
20	\$ 58,086	\$ 60,475	\$ 66,645	\$ 67,711	\$ 68,463	\$ 71,220
21	\$ 58,086	\$ 60,475	\$ 66,645	\$ 67,711	\$ 68,463	\$ 71,220
22	\$ 58,086	\$ 60,475	\$ 66,645	\$ 67,711	\$ 68,463	\$ 71,220
23	\$ 58,086	\$ 60,475	\$ 66,645	\$ 67,711	\$ 68,463	\$ 71,220
24	\$ 58,086	\$ 60,475	\$ 66,645	\$ 67,711	\$ 68,463	\$ 71,220
25	\$ 59,331	\$ 62,461	\$ 67,343	\$ 68,682	\$ 69,352	\$ 71,950

Holland Appendix B

2010/2011 Salary Schedule

(w/ each step increased 2.0%)

Yr.	A	B	C	D	E	F
1	\$ 35,988	\$ 37,744	\$ 38,880	\$ 39,966	\$ 41,048	\$ 41,820
2	\$ 37,785	\$ 39,553	\$ 41,014	\$ 42,111	\$ 43,191	\$ 43,941
3	\$ 39,582	\$ 41,369	\$ 43,157	\$ 44,238	\$ 45,304	\$ 46,074
4	\$ 41,372	\$ 43,175	\$ 45,278	\$ 46,368	\$ 47,442	\$ 48,183
5	\$ 43,196	\$ 45,001	\$ 47,418	\$ 48,499	\$ 49,559	\$ 50,313
6	\$ 44,993	\$ 46,808	\$ 49,542	\$ 50,630	\$ 51,697	\$ 52,418
7	\$ 46,775	\$ 48,618	\$ 51,691	\$ 52,772	\$ 53,826	\$ 54,536
8	\$ 48,550	\$ 50,417	\$ 53,808	\$ 54,893	\$ 55,944	\$ 56,644
9	\$ 50,364	\$ 52,233	\$ 55,971	\$ 57,024	\$ 58,072	\$ 58,785
10	\$ 52,144	\$ 54,028	\$ 58,100	\$ 59,149	\$ 60,187	\$ 60,901
11	\$ 53,935	\$ 55,847	\$ 60,245	\$ 61,292	\$ 62,333	\$ 63,016
12	\$ 55,714	\$ 57,648	\$ 62,376	\$ 63,412	\$ 64,461	\$ 65,129
13	\$ 57,478	\$ 59,431	\$ 64,518	\$ 65,549	\$ 66,585	\$ 67,241
14	\$ 57,478	\$ 59,431	\$ 66,561	\$ 67,630	\$ 68,703	\$ 69,369
15	\$ 57,478	\$ 59,431	\$ 66,561	\$ 67,630	\$ 68,703	\$ 71,481
16	\$ 57,478	\$ 59,431	\$ 66,561	\$ 67,630	\$ 68,703	\$ 71,481
17	\$ 57,478	\$ 59,431	\$ 66,561	\$ 67,630	\$ 68,703	\$ 71,481
18	\$ 57,478	\$ 59,431	\$ 66,561	\$ 67,630	\$ 68,703	\$ 71,481
19	\$ 59,248	\$ 61,685	\$ 67,978	\$ 69,065	\$ 69,832	\$ 72,644
20	\$ 59,248	\$ 61,685	\$ 67,978	\$ 69,065	\$ 69,832	\$ 72,644
21	\$ 59,248	\$ 61,685	\$ 67,978	\$ 69,065	\$ 69,832	\$ 72,644
22	\$ 59,248	\$ 61,685	\$ 67,978	\$ 69,065	\$ 69,832	\$ 72,644
23	\$ 59,248	\$ 61,685	\$ 67,978	\$ 69,065	\$ 69,832	\$ 72,644
24	\$ 59,248	\$ 61,685	\$ 67,978	\$ 69,065	\$ 69,832	\$ 72,644
25	\$ 60,518	\$ 63,710	\$ 68,690	\$ 70,056	\$ 70,739	\$ 73,389

APPENDIX B

(To be attached to salary schedule)

To qualify for placement on columns A through F, the individual must meet one of the criteria listed under each column description.

Column A: 1. Bachelor of Science Degree, or

2. Bachelor of Arts Degree

Column B: 1. A Michigan permanent, life, continuing, or professional education certificate and four (4) additional credits, and a Bachelor of Science or Bachelor of Arts degree. The additional credits must be earned subsequent to the granting of the Michigan permanent, life, continuing, or professional education certificate or concurrently during the academic term in which requirements for granting of the certificate are satisfied. For teachers hired after September 1, 1987, the additional credits must be related to present or future anticipated assignments.

2. As an alternative to item 1 above, a teacher may qualify for placement on Column B if all of the following criteria are satisfied:

a. A current Michigan provisional, permanent, continuing, or professional education certificate.

b. A teaching certificate previously issued to the teacher by another state which certificate is comparable to a Michigan provisional, permanent, continuing, or professional education certificate.

c. A Bachelor of Science or Bachelor of Arts degree.

d. Twenty-two additional credits earned subsequent to the granting of the BA or BS degree and also subsequent in time to granting of any of the certificates enumerated in sub- paragraph b. above.

3. A bargaining unit member in a position not requiring teacher certification shall be advanced to Column B if all of the following criteria are satisfied:

a. A written approval, permit, license or certificate issued and required by the State of Michigan to hold the position assigned.

b. Twenty-two (22) additional credits earned subsequent to the BA or BS degree.

- Column C: A Master's Degree
- Column D: A Master's Degree and twenty (20) additional credits earned subsequent to the granting of the Master's Degree.
- Column E: An individual must have a M.S.W. Degree, or an individual must have an Education Specialist's Degree.
- Column F: An individual must have a PhD or Educational Doctor's Degree.

The criteria and restrictions for column advancement shall only apply to course work taken on or after September 1, 1988. For all course work taken prior to September 1, 1988, the provisions of the 1987-88 contract shall apply with respect to salary column advancement.

Notes:

1. For purposes of placement on Column D, college credits taken concurrently with other course work that is part of the Master's Degree program (but additional to the credits required for the Master's Degree) shall be counted as additional credits provided that all such credits are related to the teacher's current or future anticipated teaching assignment, including classes in school administration.
2. One additional credit shall be defined as one (1) semester hour of college course work or the equivalent of one (1) semester hour in term/quarter hours.
3. Teachers hired on or after September 1, 1987, cannot progress to these steps on the BA column.
4. Additional credits (i.e., the four additional credits beyond the Permanent/Life/Continuing/Professional Education Certificate in Column B) must be related to present or future anticipated assignments for those teachers hired after September 1, 1987.

APPENDIX C
FRINGE BENEFITS

- A. The District shall pay for the required TB Test and shall determine the time, place, and physician. The District's obligation is limited to the TB Test provided by the District.
- B. The District will provide to all full time bargaining unit members, the following benefits as PAK A:
1. MESSA Choices II PPO, \$10/20 Rx, protection for a full twelve (12) month period for the teacher's entire family. Members electing Pak A shall contribute forty dollars (\$40.00) per month towards the cost of the premium.

The employer shall formally adopt a qualified plan document which complies with Section 125 of the Internal Revenue Code. Bargaining unit members shall make their premium contributions through a Salary Reduction Agreement and payroll deduction. Payroll deductions shall be evenly distributed starting with the first payroll in October and ending with the last payroll in May.
 2. The MESSA/Delta Dental Care Plan Auto + with Orthodontic and Adult Rider 008, and Internal and External Coordination of Benefits for the teacher's entire family. This plan shall include adult ortho, sealants; \$1500 maximum for Class I, II and III, and an \$1800 maximum for Class IV benefits.
 3. MESSA Term Life Insurance protection with AD&D in the amount of \$45,000 that will be paid to the teacher's designated beneficiary.
 4. MESSA LTD Plan 2, which includes payment of 70% of salary after a ninety (90) calendar-day wait (modified fill), with a monthly maximum of \$5,000, pre-existing conditions waiver, freeze on offsets, alcohol/drug and mental/nervous same as any other illness.
 5. MESSA Vision Plan VSP-3 Gold for the teacher's entire family.
- C. Any full time teacher may sign a written waiver not to take PAK A and take PAK B, which is PAK A less Choices II plus \$100.00 per month at the District's expense to be applied toward MESSA Options and/or a tax-sheltered annuity program of the teacher's choice.

For employees currently electing Pak A from the District (upon ratification of this Agreement), but who are eligible and elect to receive health benefits through a spouse's employer (excluding Holland Public Schools), the district will pay three hundred fifty (\$350.00) per month annually to be applied toward MESSA Options and/or tax-sheltered annuity program of the teacher's choice. This amount will be available only during insurance enrollment that occurs during the 2006-2007 school year. The paragraph preceding this one will prevail for all Pak B participants that enroll after 2006-2007.

- D. For teachers employed for the full school year, all insurance programs will commence on September 1 of each year and will continue through August 31 of the following year.
1. Teachers who begin employment after September 1 of the school year will have premium contribution for fringe benefits made on the first day of the month following their first day of service. They shall have their benefits continued for that portion of the twelve (12) month insurance year which is proportional to their number of days worked in comparison to the number of teacher obligation days contained on the school calendar.
 2. Teachers who are separated from the employment of the District (other than for illness/disability) shall have their benefits continued for that portion of the twelve (12) month insurance year which is proportional to their number of paid days in comparison to the number of teacher obligation days contained on the school calendar.
 3. Teachers who are unable to complete a school year due to illness or disability shall have their benefits continued until the conclusion of the insurance year on August 31.
 4. Open enrollment shall be completed by June, for the September 1, effective date.
- E. Teachers working half time, but less than full- time, shall be entitled to receive PAK B, subject to the above limitations. Alternatively, the teacher may select PAK A prorated with the District paying that portion of the premium equal to the portion that the teacher's work schedule is to a full work schedule, with the balance paid by payroll deduction and subject to the premium contributions outlined in B(1).

Teachers working less than half time shall be entitled to receive PAK B (except the option/annuity amount) at the District's expense. Alternatively, the teacher may select PAK A prorated with the District paying that portion of the premium equal to the portion that the teacher's work schedule is to a full work schedule,

- with the balance paid by payroll deduction and subject to the premium contributions outlined in B(1).
- F. Change in family status shall be reported by the employee to the Business Office within thirty (30) days of said change.
 - G. To be eligible for the above coverages, employees must be able to satisfy all requirements of the policyholder before benefits are effective.
 - H. All teachers are advised that, upon leaving the employment of the District, they have certain legal rights to convert insurance to individual payment of premiums. Persons interested should contact the Business Office upon termination of employment.
 - I. If a husband and wife are both members of this bargaining unit, one will select PAK A and the other PAK B.

APPENDIX D
EXTRA DUTY ASSIGNMENTS

- A. Extra duty assignments are non-tenure appointments. Evaluation of performance on these assignments shall be done separately from the regular evaluation process.
- B. Qualified members of the regular teaching staff shall be given full consideration for any available extra duty positions. They shall be granted an interview with the Director of Human Resources or his/her designee. If no member of the regular teaching staff elects available positions or, in the Board's opinion there are no qualified regular staff members, then the Board may offer the job to qualified personnel outside the regular teaching staff.
- C. The Director of Human Resources or his/her designee shall issue to each extra duty teacher, upon appointment, a contract indicating the nature of the teacher's assignment, starting date, length of the assignment, and the salary.
- D. Compensation for extra duty assignments shall be made according to the attached schedule. Compensation for all extra pay, extra duty assignments will be calculated for withholding purposes on the basis of a separate payment.
- E. Upon completion of an extra duty assignment, requisition for pay will be submitted by the extra duty teacher to the appropriate administrator who will certify fulfillment of responsibilities.
- F. Compensation for extra duty assignments will be incorporated into regular paychecks as miscellaneous income, but the calculation of taxes on said compensation will be calculated separately.
- G. In addition to the percentage of the base pay reflected for each extra duty job on the following schedule, extra duty teachers will receive an increment of two percent (2%) per year for each year of work in the activity up to a maximum of thirteen (13) years. Experience shall accumulate only for years within each sport or activity. Teachers coaching a different sport shall begin at year one on the experience factor. The experience factor dollars of the total stipend will be paid to each individual based on his/her years of experience in that position.
- H. In the event that a single extra duty position in athletics or student activities, that is normally held by one individual, is instead shared by more than one (1) teacher, then the experience factor(s) based upon each individual's years of experience in that position shall be applied to his/her individual share of the stipend, and not to the entire stipend. This paragraph shall not apply to instructional council representatives or department chairs, as the calculation of experience factors for these extra duty positions will be considered by a study committee.

I. A tool to determine the coaching salary:

1. **Criterion #1 - LENGTH OF SEASON IN WEEKS**

x (.75 for High School) = %

x (.65 for Middle School) = %

A season begins with the established date of the M.H.S.A.A. unless another date is established by mutual consent of the Athletic Director and Coach. The ending date in the High School is the week of the Districts (or Pre-Districts or Regionals). The ending date in the Middle School is the week of the last contest.

Fall Sports	# of Weeks		Winter Sports	# of Weeks	
	H.S.	M.S.		H.S.	M.S.
Basketball	14	10	Basketball	17	12
Cross Country	11	--	Gymnastics	18	--
Football	11.6	10	Swimming	15	12
Golf	8	--	Volleyball	14	9
Soccer	11	8	Wrestling	13	9
Swimming	14	--			
Tennis	9	8			

Spring Sports	# of Weeks	
	H.S.	M.S.
Baseball	13	--
Golf	9	--
Soccer	12	8
Softball	13	8
Tennis	11	8
Track	11	8

2. **Criterion #2 - NUMBER OF PARTICIPANTS**

High School

17 or less = 1%

Over 17 = 2%

Middle School

20 or less = 1%

Over 20 = 2%

3. **Criterion #3 - PROGRAMS WITH UNUSUAL SITUATIONS**

- A. When the player-to-coach ratio exceeds 30/coach.
- B. Major equipment responsibilities other than the existing facility. (Some examples are parallel bars, wrestling mats, blocking sleds, tackling dummies, track hurdles, pits.)
- C. Extra responsibilities due to the nature of the sport. (Unusual time commitment, program planning and coordination, preparing two teams for competition, scouting and the interpretation of scouting, and spectator attendance at home contests averaging 1000/game for the year.)

4. **Criterion #4 - ASSISTANT COACHES**

- A. Assistant, JV and - 75% of the High School head
Freshman Coaches coach of that sport.
- B. Middle School Assistant - 90% of the Middle School head
coach of that sport.

5. **Criterion #5 - AN EXPERIENCE FACTOR SCALE:**

- A. 0-13 years = an increment of two percent (2%) per year of the established stipend of the coach in that sport at that program level.
- B. Coaches will be paid according to the total years of experience in a particular sport.

HOLLAND HIGH SCHOOL ATHLETICS	
FALL SPORTS	
Basketball (Head)	11.50
Basketball (JV)	8.63
Basketball (9th)	8.63
Cheerleading (Head Varsity)	8.085
Cheerleading (Assistant)	4.41
Cross Country (Head - Boys)	9.25
Cross Country (Head - Girls)	9.25
Football (Head)	14.70
Football (Assistant - Varsity)	11.03
Football (Assistant - Varsity)	11.03
Football (Head - JV)	11.03
Football (Assistant - JV)	11.03
Football (Head - 9th)	11.03
Football (Assistant - 9th)	11.03
Football (Assistant - 9th)	11.03
Golf (Head)	7.00
Soccer (Head)	10.25
Soccer (JV)	7.69
Soccer (Boys – 9 th)	7.69
Swimming (Head)	12.50
Swimming (Assistant)	9.38
Tennis (Head)	8.75
Tennis (JV)	6.56
WINTER SPORTS	
Basketball (Head)	15.50
Basketball (JV)	11.63
Basketball (9th)	11.63
Cheerleading (Head Varsity)	8.525
Cheerleading (Assistant)	4.65
Gymnastics (Head)	15.50
Gymnastics (Assistant)	11.63
Swimming (Head)	13.25
Swimming (Assistant)	9.94
Volleyball (Head)	12.00
Volleyball (JV)	9.00
Volleyball (9th)	9.00
Wrestling (Head)	13.25

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Wrestling (Assistant)	9.94
<u>SPRING SPORTS</u>	
Baseball (Head)	10.75
Baseball (JV)	8.06
Baseball (9th)	8.06
Golf (Head)	7.75
Soccer (Head)	11.00
Soccer (JV)	8.25
Soccer (Girls – 9 th grade)	8.25
Softball (Head)	10.75
Softball (JV)	8.06
Tennis (Head)	10.25
Tennis (JV)	7.69
Track (Head – Boys)	10.75
Track (Assistant - Boys)	8.06
Track (Assistant - Boys)	8.06
Track (Head – Girls)	10.75
Track (Assistant - Girls)	8.06
Track (Assistant - Girls)	8.06
Athletic Trainer	30.00
<u>HOLLAND MIDDLE SCHOOL ATHLETICS^(a)</u>	
Athletic Director (2 positions)	15.00 +1 hour
<u>FALL SPORTS</u>	
Basketball (7th) East & West	7.50 ea.
Basketball (8th) East & West	7.50 ea.
Football (Head) - (7 th) East/West Combined	8.50
Football (Head) – (8 th) East/West Combined	8.50
Football (Assistant) - (7 th) East/West Combined	7.65
Football (Assistant) – (8 th) East/West Combined	7.65
Soccer (7th) - East & West	7.20 ea.
Soccer (8th) - East & West	7.20 ea.
Tennis (7th & 8th) - East & West	7.20 ea.

WINTER SPORTS	
Basketball (7th) East & West	8.80 ea.
Basketball (8th) East & West	8.80 ea.
Swimming (Head - 7/8th Co-ed Middle) (1 team)	9.80 ea.
Swimming (Assistant - 7/8th Co-ed Middle) (1 team)	8.82 ea.
Swimming (Diving - 7/8 th Co-ed Middle) (1 team)	8.80 ea.
Volleyball (7th) East & West	6.85 ea.
Volleyball (8th) East & West	6.85 ea.
Wrestling (Head - 7/8th Middle) (1 team)	7.85 ea.
Wrestling (Assistant - 7/8th Middle) (1 team)	7.06 ea.
SPRING SPORTS	
Softball (7/8th) East & West	6.20 ea.
Soccer (Girls – 8 th) (East & West)	6.20 ea.
Soccer (Girls – 7 th grade) (East & West)	6.20 ea.
Tennis (Head - 7/8th) (East & West)	7.20 ea.
Track (Head - 7/8th Co-ed) East & West	7.20 ea.
Track (Assistant - 7/8th Co-ed) East & West	6.48 ea.
Track (Assistant - 7/8th Co-ed) East & West	6.48 ea.
HIGH SCHOOL ACTIVITIES (b)	
Band Director	13.50
Assistant Band Director	5.00
Band Director - 9th Grade	3.50
Boomerang	15.00
Citizens Bee	3.00
Class Advisor – Freshman (X 2)	1.50 ea
Class Advisor – Sophomore (X 2)	1.50 ea.
Class Advisor – Junior (X 2)	2.25 ea.
Class Advisor – Senior (X 2)	3.00 ea.
Close Up	2.50
Debate	13.00 ea
Debate Assistant (X 3)	6.00 ea.
Dutch Dance	7.995
First Robotics	4.00
Flag Corps	3.25
Forensics	8.00
Forensics Assistant (X 3)	5.50 ea.
Future Problem Solving	4.00

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Future Problem Solving Assistant (X 2)	2.00 ea
Herald (4 issues)	3.00
Herald (6 issues)	6.00
Herald (8 issues)	6.165
Intramurals.	7.995
Model U.N	3.50
Musical	5.00
Musical Assistant	3.50
National Honor Society	3.00
Orchestra Director	10.00
Pen & Ink	1.50
Quiz Bowl	3.00
Science Olympiad	4.00
Senior High Play	4.50
Senior High Play Assistant (X 2)	3.15 ea.
Student Congress	1.50
Student Council Advisor	5.00
Vocal Music Director	10.00
MIDDLE SCHOOL ACTIVITIES^{(a) (b)}	
7th & 8th Grade Bands (East and West)	3.50 ea.
6th Grade Bands (East and West)	3.00 ea.
Calling All Colors (1 per building)	3.00 ea.
Conflict Management Building Advisors (X 2)	7.00 ea.
Future Problem Solving	4.00 ea.
Future Problem Solving Assistant (X 2).	2.00 ea.
History Fair (2 per building)	3.00 ea.
Intramurals (X 2)	3.997 ea.
Lego League (1 per building)	3.00 ea.
Math Counts (2 per building)	1.50 ea.
Merit Project Teachers	3.50 ea.
Odyssey of the Mind (X 2)	2.00 ea.
7th & 8th Orchestras (East and West)	3.50 ea.
6th Grade Orchestras (East and West)	1.50 ea.
Pep Squad (X 2)	3.75 ea.
Play (X 2)	3.00 ea.
Play Assistant (X 2)	2.00 ea.
Rocket Club (1 per building)	3.00 ea.
Science Olympiad	4.00
Student Council (X 2)	4.00 ea.
7th & 8th Vocal Music (East and West)	3.50 ea.

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6th Grade Vocal Music (East and West)	1.50 ea.
ELEMENTARY SCHOOL ACTIVITIES^(b)	
Conflict Management Building Advisor (X 9)	5.00 ea.
Odyssey of the Mind	2.00 ea.
Elementary Orchestras (X 2)	2.50 ea.
Safety Patrol (x 9)	5.00 ea.
Elementary Vocal Music (X 4)	3.50 ea.
CHAIRPERSONS/COORDINATORS^(b)	
Middle School Team Coordinators	15.00 (X 8)
Chair Person Professional Staff Development	5.72
Vocational Ed Coordinator	5.72
***DEPARTMENT CHAIRPERSONS	
Art	7.995
Business Education	5.720
Counseling	5.72
Elementary Building Representatives (X 10)	1.600 ea.
*English	9.165
*Foreign Language	6.890
Life Skills	5.72
*Mathematics	9.165
Media Chairman	5.720
*Music	9.165
**Physical Education	7.995
*Science	9.165
*Social Studies	9.165
Special Education	9.165
Technology Education	5.72

- * The dollars assigned represent total amounts to be distributed among co-chairpersons. However, the experience factor dollars of the total stipend will be paid to each individual based on his/her years of experience in that position.
- ** The compensation for chairpersons and vice-chairpersons in the Physical Education Department will be 40/20/20/20.
- *** This language will be in effect until negotiations are complete following recommendations of the study committee as identified in the Letter of Agreement (L3.)
- (a) *For Middle School Athletics and Activities, the amounts indicated shall be paid to the employee at East and the employee at West. This shall not apply where Middle School teams are combined.*
- (b) *For Student Activities at all three levels, X __ indicates the number of sponsors for the activity.*

**APPENDIX E
MISCELLANEOUS SCHEDULES**

A. The following terms and conditions will apply for the summer school sessions:

1. Teachers of summer school shall be paid at the hourly rate of the BA base salary times .00082. This would be for six weeks, 72 hours per session (60 hours of class per session plus 2 hours per week of preparation time).
2. Certified and qualified staff will be hired with first preference being given to current members of the Holland teaching staff.
3. Each teacher will be credited with two sick leave days per six-week term. A day is defined in this instance as the length of the school day taught. Unused days will not accumulate.
4. Summer school positions are for one year only and are non-tenure appointments.
5. All terms of the Master Agreement shall apply to all conditions not specifically covered herein.

B. Teachers of Driver Education shall be paid at the hourly rate of the BA base salary times .00082.

C. TRAVEL ALLOWANCE

1. Allowance for out-of-town travel shall be paid at the maximum IRS rate per mile. Mileage to other cities shall be figured from post office to post office.
2. Itinerant teachers within the District shall receive a mileage allowance according to paragraph C-1.

D. SUMMER CURRICULUM DEVELOPMENT/WORKSHOPS

Teachers who are requested to and who voluntarily work on District curriculum development during the summer, and whose purpose includes, but is not limited to, development of content, objectives, scope or sequence, will be paid at the hourly rate of the BA base salary times .00082.

Summer workshops offering Professional Development Opportunities will be made available to teachers. Reimbursement will be \$30.00 per day or \$10.00 per hour, whichever is less. Such workshops shall be open to bargaining unit members on a voluntary basis, subject to enrollment restrictions established by the administration. Upon unanimous agreement of the co-chairpersons of the

Instructional Council, the Association President, and the Superintendent, workshops may be offered on a non-compensatory basis.

E. ADDITIONAL ASSIGNMENTS

1. Teachers who are asked to teach all or part of a class when the regular teacher is absent and a substitute teacher is not immediately available will be paid at the hourly rate of .1% of the B.A. base salary.
2. Compensation for additional assignments at the secondary level shall be paid at the rate of one-sixth (1/6) of the teacher's salary for each additional assignment.
3. A secondary teacher (7-12) who teaches less than five (5) assignments shall be paid one-fifth (1/5) of the teacher's salary for each class/assignment. It is understood that the 1/5 compensation shall include an obligation of the teacher to remain on school premises for ten (10) minutes of preparation time for each class/assignment. The amount of time required at the beginning and ending of the school day shall be prorated and the person teaching fewer than five (5) classes/assignments shall be responsible to be present the prorated amount of time. This time shall be contiguous to their daily assignment.
4. Teachers who supervise before or after school detention shall be paid at the hourly rate of the BA base salary times .00082. The In-School Suspension (ISS) class shall be treated the same as any other secondary class when the assignment occurs during regular school hours.

F. Teachers who have reached maximum sick leave accumulation (100 days) at the conclusion of an academic year may redeem up to ten (10) unused sick leave days, at the rate of \$35.00 per day, for purposes of tuition reimbursement for college work related to their present or future anticipated teaching assignment. It is understood that the teacher who has reached maximum accumulation (100 days) may also redeem any unused sick days from the ten (10) days credited to him/her at the beginning of the school year, so long as the maximum claimed for reimbursement does not exceed ten (10) days. Reimbursement shall not exceed the amount paid by the teacher for such course work during the preceding summer and academic year and must be verified by receipt.

G. The per diem salary shall be 1/181st of the teacher's salary schedule amount.

H. If a teacher is absent without pay for more than five (5) days during the term of an extra duty assignment, he/she shall receive a reduction in the extra pay amount proportional to the amount of unpaid time missed.

I. Any teacher who supervises High School or Middle School or Elementary lunch shall be paid at the hourly rate of the BA base salary times .00076. It is further recognized that lunch supervision by teachers is voluntary and shall be assigned as follows:

1. All lunch supervisor positions shall be posted annually, in separate postings, in accordance with Article 8.
2. Teachers who apply shall be given the lunch supervisors positions.
3. In the event that there are not enough teacher applicants, the administration shall notify the HEA president and shall provide the HEA with ten (10) work days to attempt to solicit teacher volunteers. During this 10 day period, the District may fill these positions on a temporary basis.
4. If there are not enough teacher applicants at the end of the ten (10) day period, the District may hire non-bargaining unit members for lunch supervisor, at a pay rate determined by the District.

J. The parties recognize that it may be necessary to reassign teachers to different classrooms and/or offices as a result of facility construction and renovation. In the event that a teacher is moved from an assigned classroom or office location from the date of the execution of this letter through the expiration date of the contract, he/she shall be compensated at the hourly rate of the BA base salary times .00052 for time beyond regular work hours for the purpose of packing, unpacking and setting up their new classroom or office. In order to be eligible for this compensation, teachers shall review the anticipated time needs with their immediate supervisor and must obtain prior written approval. Any such packing, unpacking and/or setting up that occurs beyond regular work hours shall be voluntary. This provision shall be applied immediately.

K. NURSE'S PAY

A nurse with a bachelor's or higher degree shall be paid on the column of the salary schedule corresponding to the degree earned, and shall be given full experience credit for all time worked in the District. A nurse with less than a bachelor's degree shall be paid at 80% of the appropriate step of the bachelor's column.

L. PSYCHOLOGISTS/EXTENDED YEAR PAY

The work year for school psychologists hired prior to August 29, 1994, shall be 196 workdays and the psychologist shall be paid at the per diem rate (i.e., 1/181st

of his/her regular salary schedule amount) for each of the additional fifteen (15) days. Other bargaining unit members may, at the discretion of the District, be given the option to work beyond the normal 181 day contract and shall, likewise, be paid their per diem rate for the days beyond 181. An extended work year shall be designated on each teacher's individual contract.

M. MENTORING-INDUCTION CADRE MEMBERS

Teachers in the Mentoring-induction Cadre (Cadre) shall be paid \$1,995. There shall be no extra pay for the mentoring responsibilities of Cadre members for the first new teacher being mentored. However, if a Cadre member has more than one (1) new teacher to mentor, he/she shall be paid at the mentor rate below for each additional new teacher being mentored. The "experience" factors under Appendix D, paragraph G do not apply to Cadre members.

N. MENTOR TEACHERS

Mentor teachers shall be paid at the following rate for each new teacher being mentored:

\$750:	For a first-year teacher
\$500:	For a second-year teacher
\$250:	For a third-year teacher

The "experience" factors under Appendix D, paragraph G do not apply to Mentor teachers.

O. REIMBURSEMENT FOR CERTIFICATION FEES

The District shall reimburse teachers for the fees assessed by the Michigan Department of Education for the initial professional education teaching certificate, and for subsequent renewals (required every five [5] years) of the professional education teaching certificate. This provision does not apply to the application, renewal or reinstatement of continuing, permanent, life or provisional certificates.

P. TUITION REIMBURSEMENT

The District will provide tuition reimbursement of up to a total of twenty-five thousand dollars (\$25,000.00) per year. The specific methods and procedures to allocate this reimbursement shall be determined by the Association.

Q. The Assistant Superintendent may call up to a maximum of four after school professional staff development days per year, per member, not to exceed two days per semester. This time shall be used for professional staff development and/or curriculum development. The time of the meeting shall not exceed 3 (three) hours

per session held 4:00-7:00 p.m. with a light box dinner provided. These meetings shall be required. Association members will be compensated at the rate of \$47.50 per session. The Assistant Superintendent may call additional staff development days per year for the same purpose which will be voluntary with compensation at the same rate. Association members shall be notified no later than the end of the first week of school of the scheduled dates. Curriculum development and professional development that occurs between the last teacher day and the first teacher day of each year shall be paid at current rates (Appendix E, Paragraph D).

APPENDIX F
National Board of Professional Teaching Standards

Each year, the Board will assist the first two (2) teachers who volunteer to begin the process for certification with the National Board for Professional Teaching Standards. The teachers must volunteer in writing to the Human Resources Office and will be covered as follows:

1. The Board will reimburse up to \$1,000 of the initial registration fee. The teacher will exert his or her best efforts to timely apply for all available grants, with reasonable assistance from the Human Resources Office. The Association will make efforts to inform interested teachers and the Board of available grants from MEA, NEA, the State Board of Education, and other sources. For up to two (2) subsequent years, the Board will provide the teacher, upon request, \$300 for the retake fee in one area each year.
2. The Board will reimburse the teacher for all reasonable post-registration expenses related to the NBPTS process in accord with Board policies and procedures.
3. The Board will provide the teacher with up to two (2) days of paid release time, without deduction from the teacher's leave accumulation, for participation at the NBPTS assessment center. Additional release time for participation or preparation may be provided as the teacher and principal/supervisor mutually agree; such additional release time to be deducted from the teacher's personal business days, or as a last resort, sick leave accumulation.
4. Materials provided for NBPTS assessment on paid time and using Board equipment or materials shall be the property of the Board if the material has applicability beyond the use of the teacher.
5. Upon the teacher's request, the Board will provide reasonable access to a computer with an Internet email account and world wide web access, at no cost to the teacher.
6. Upon successful completion of the NBPTS process, and in recognition of their achievement, teachers who receive NBPTS certification shall receive a \$5,000 stipend. It will be awarded at a public School Board meeting at which the teacher's achievement will be recognized.
7. The Human Resources Office, the Association, and involved teachers will jointly review this offering and make future recommendations concerning the certification and other possible recognition for successful achievement of NBPTS certification.
8. NBPTS applications and activities are optional. Teacher may terminate their involvement at any time. If a teacher terminates for reasons other than their own

personal medical condition (to be documented by a health care professional if requested by the Board), the teacher will reimburse the Board the portion of the initial fee paid by the Board.

9. The pursuit, receipt, or failure to pursue NBPTS certification shall not be the basis for adverse evaluation, discipline, or transfer. However, it is expressly understood that teachers involved in the NBPTS process are expected to fully perform their normal duties and may be adversely evaluated or disciplined for failure to properly perform their normal professional duties.

**Letter of Agreement
Holland Education Association
and
School District of the City of Holland
Re: Evaluation of Non-classroom Professionals**

The undersigned representatives of the Holland Education Association (Association) and the School District of the City of Holland (District) hereby agree beginning with the 2002-2003 school year to the following:

- A. Tenure Non-classroom Profession (teachers) who, in the opinion of their principals/supervisor, consistently demonstrate satisfactory performance in all performance areas, as outlined in the Evaluation Criteria contained in Appendix H, shall be placed on “Professional Growth Consultation Status” in lieu of the formal evaluation process.
1. In addition to satisfactory performance, the tenure non-classroom teacher must not have been on a Plan of Assistance the prior year, and must not have had any disciplinary actions against him/her during the past two (2) years.
 2. A tenure non-classroom teacher on Professional Grown Consultation Status shall meet once per school year with his/her building principal or supervisor to sign the Professional Growth Consultation Form for that school year.
 3. Should concerns for a non-classroom teacher’s performance develop while on the Professional Growth Consultation Status, the principal/supervisor may place the teacher on the formal observation and evaluation process for the following year.

FOR THE DISTRICT:

/s/ Marcia Bishop

DATED: Oct. 8, 1998

FOR THE ASSOCIATION:

/s/ Clare Friend

DATED: Oct. 8, 1998

HOLLAND PUBLIC SCHOOLS
Non-Classroom Professional Improvement/Evaluation Program

Professional Growth Consultation Form

Teacher _____ Building _____

Administrator _____ Date _____

The teacher and the administrator agree that the teacher has demonstrated satisfactory performance in the past and continues to perform satisfactorily in all respects. The teacher intends to continue professional growth.

Administrator's Signature: _____ Date: _____

Teacher Signature: _____ Date: _____

HOLLAND PUBLIC SCHOOLS
Classroom Teacher Improvement/Evaluation Program

Professional Growth Consultation Form

Teacher _____ Building _____

Administrator _____ Date _____

The teacher and the evaluator agree that the teacher has demonstrated satisfactory performance in the past and continues to perform satisfactorily in all respects. The teacher intends to continue professional growth.

Administrator's Signature: _____ Date: _____

Teacher Signature: _____ Date _____

Letter of Agreement
Holland Education Association
and
School District of the City of Holland
Re: Evaluation of Elementary Media Specialists

The undersigned representatives of the Holland Education Association (Association) and the School District of the City of Holland (District) hereby agree to the following provisions for evaluating elementary media specialists:

1. The elementary media specialists shall continue to be evaluated using the procedures and forms for non-classroom professionals contained in Article 15 and Appendix H of the Master Agreement, except as provided in this Letter of Agreement.
2. One (1) of the three (3) professional action goals that are part of the non-classroom professionals evaluation shall be related to classroom teaching or classroom management.
3. The evaluator shall observe the media specialist for at least thirty (30) minutes per observation, while students are present, to assess the action goal related to classroom teaching/classroom management. There shall be at least sixty (60) calendar days between each observation.
4. The attached form (Attachment A) shall be used as part of the non-classroom professional evaluation for elementary media specialists, to assess the goal related to classroom teaching or classroom management.
5. This Letter of Agreement shall apply only to elementary media specialists who are responsible for providing media instruction to elementary students. In the event that an elementary media specialist is not assigned elementary students, only paragraph 1 above shall be applicable.
6. This Letter of Agreement shall be effective beginning with the 1999-2000 school year and shall continue in effect unless revoked by either party. If either party wishes to revoke and/or modify this Letter of Agreement, they shall notify the other party in writing by May 1, and the two parties shall meet to renegotiate this Agreement.

FOR THE DISTRICT:

FOR THE ASSOCIATION:

/s/ Jan Dalman

/s/ Clare Friend

DATED: 10/25/99

DATED: 10/25/99

**Letter of Agreement
Holland Education Association
and
School District of the City of Holland
Re: Instruction Outside of the Classroom**

The undersigned representatives of the Holland Education Association (Association) and the School District of the City of Holland (District) hereby agree to the following:

1. The District and Association agree that the supervision of Instruction Outside of the Classroom (IOC) is and has been bargaining unit work that has been done exclusively by bargaining unit members.
2. The Association agrees that beginning in the 1997-98 school year, IOC classes may be supervised by a paraprofessional or teaching assistant or other person without a teaching certificate and otherwise not considered a “teacher” under the Master Agreement.
3. The IOC classes may also be supervised by a paraprofessional or teaching assistant with a teaching certificate, or by a certified teacher or other professional in the bargaining unit represented by the Association.
4. If the IOC is supervised as provided in paragraph 2 above, the employees that supervise the IOC classes will not be covered by the Master Agreement between the Association and the District. The District shall determine the wages, hours and working conditions that will apply to these employees.
5. If the IOC is supervised as provided in paragraph 3 above, the employees that supervise the IOC classes will be in the bargaining unit represented by the Association, and will be covered by the Master Agreement between the Association and the District. The wages, hours and working conditions of these employees will be as provided by the Master Agreement.
6. If the IOC is supervised as provided in paragraph 2 above, and a bargaining unit member is made responsible for the IOC and/or is asked to provide direction to and/or supervision of the paraprofessional with respect to instructional activities, instructional-related activities, student discipline, classroom control, etc. the bargaining unit member will be paid in accordance with Appendix E, Paragraph E-4 of the Master Agreement.

7. This Letter of Agreement shall be in effect beginning with the 1997-98 school year, and it shall continue in effect unless revoked by either party with written notice to the other party. If either party revokes this Letter of Agreement, the District and Association shall meet to negotiate this issue. This Letter of Agreement shall not constitute a past practice, a precedent, or a waiver of any contractual or statutory rights whatsoever, nor a relinquishment of any bargaining unit work, nor a waiver or admission of any nature regarding any issues of subcontracting or exclusive work.

FOR THE DISTRICT:

FOR THE ASSOCIATION:

/s/ Jan Dalman

/s/Clare Friend

Dated: 9/20/2000

Dated: 9/20/2000

LETTER OF AGREEMENT

**between the
School District of the City of Holland
and the
Holland Education Association, MEA/NEA**

Re: Holland High School Trimester 2005-2008

**Inservice for Holland High School Teachers
Inservice for Holland High School Departments**

The School District of the City of Holland (Employer) and the Holland Education Association (HEA) hereby acknowledge the receipt of the Holland High School Trimester Study Team's recommendation of March 19, 2003, and give their approval of the Study Team's recommendations.

Additionally, the Employer and HEA agree with the following recommendations and considerations:

1. The Employer shall provide adequate inservice time and resources to allow each Holland High School teacher the opportunity to develop teaching strategies which will accommodate the increased class time that the Trimester schedule brings to each period.
2. The Employer shall provide adequate inservice time and resources to all Holland High School Departments in such a way as to allow for the proper realignment of their curriculum.
3. The Employer and the HEA agree to the formation of a Holland High School Graduation Committee. The purpose of this committee will be to realign the present graduation requirements with the new Trimester schedule offerings. Membership of this committee shall be as follows: the HEA shall name four teachers to the committee and the Employer shall name four administrators to the committee.
4. The HEA and the Employer shall meet to determine a timeline for implementing the necessary inservices and a timeline for implementing the necessary changes required by a trimester schedule. Such changes shall be, but not limited to, conference schedules, exam schedules, mid-term grades, etc.
5. The inservices for Holland High School teachers shall begin as soon as possible and continue during the school years 2003-04 and 2004-05.

This Letter of Agreement is for the school years 2003-2004 and 2004-2005 (inservices, workshops, etc.) with a three (3) year trial of the Trimester Schedule beginning with the 2005-2006 school year. After two and one-half years of implementation, there will be a determination whether the trimester schedule will be continued. After a two and one - third year period, a vote will occur by the HHS HEA members, to either continue or discontinue the trimester schedule. In order to be valid the decision must be made by a two-thirds majority vote. If there is not a two-thirds vote for the continuation of the trimester schedule, this issue will return to the HEA Negotiating Team.

Additionally, this Letter of Agreement does not constitute a past practice or precedent, nor a waiver of any future rights.

FOR THE EMPLOYER:

/s/ Marcia Bishop

DATE: 10/22/2003

FOR THE H.E.A.

/s/ Clare Friend

DATE: 10/22/2003

LETTER OF AGREEMENT
Between the
School District of the City of Holland
And the
Holland Education Association

RE: Change in Holland High School Student and Teaching Day

Pursuant to Article 7 – Teaching Hours – and paragraph C – High School Teaching Day – of the Master Agreement, the School District of the City of Holland (District) and the Holland Education Association, MEA/NEA (HEA) agree to the following changes:

C. HIGH SCHOOL TEACHING DAY

1. The high school day shall be as follows for grades 9-12.

	Teacher Start	Student
	7:45 a.m.	
1 st Period		7:55 a.m. – 9:08 a.m.
2 nd Period		9:14 a.m. - 10:32 a.m. (announcements)
Lunch (Duty Free)		10:32 a.m. – 11:12 a.m.
3 rd Period (announcements)		11:18 a.m. – 12:31 p.m.
4 th Period		12:37 p.m. – 1:50 p.m.
5 th Period		1:56 p.m. – 3:09 p.m.
	Teacher End	
	3:19 p.m.	
½ day Schedule	7:45 a.m.	
1 st Period		7:55 a.m. – 8:33 a.m.
2 nd Period		8:39 a.m. – 9:17 a.m.
3 rd Period		9:23 a.m. – 10:06 a.m.
4 th Period		10:12 a.m. – 10:50 a.m.
5 th Period		10:56 a.m. – 11:34 a.m.
	11:44 a.m.	
Exam Day Schedule	Day 1	7:55 a.m. – 8:25 a.m. (Period 1 Review)
		8:25 a.m. – 8:40 a.m. (Passing Time 10 minutes, teacher available for

Holland Education Association Master Agreement 2008-2011

		Questions/Additional Help)
		8:40 a.m. - 10:10 a.m. (Period 1 Exam)
		10:10 a.m. – 10:50 a.m. (Lunch- Duty Free, Includes 5 minutes passing)
		10:50 a.m. – 11:20 a.m. (Period 2 Review)
		11:20 a.m.-11:35 a.m. (Passing time 10 minutes, teacher available for Questions/Additional Help)
		11:35 a.m. – 1:05 p.m. (Period 2 Exam)
		1:05 p.m. – 3:19 p.m. (Teacher Work Time)
	Day 2	7:55 a.m. – 8:25 a.m. (Period 3 Review)
		8:25 a.m. – 8:40 a.m. (Passing Time 10 minutes, Teacher available for Questions/Additional Help)
		8:40 a.m. – 10:10 a.m. (Period 3 Exam)
		10:10 a.m. – 10:50 a.m. (Lunch- Duty Free, Includes 5 minutes passing)
		10:50 a.m. – 11:20 a.m. (Period 4 Review)
		11:20 – 11:35 a.m. (Passing Time 10 minutes, Teacher available for Questions/Additional Help)
		11:35 a.m. – 1:05 p.m. (Period 4 Exam)
		1:05 p.m. – 3:19 p.m. Teacher Work Time)

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	Day 3	7:55 a.m. – 8:25 a.m. (Period 5 Review)
		8:25 a.m. – 8:40 a.m.
		(Passing Time 10 minutes, teacher available for Questions/Additional Help)
		8:40 a.m. – 10:10 a.m. (Period 5 Exam)
		10:10 a.m. – 3:19 p.m. (Teacher Work Time)

This Letter of Agreement shall become effective on Wednesday, September 27, 2006.

/s/ Brian Davis 9/22/2006
 Brian Davis, Asst. Superintendent
 For the District

/s/ Jon Toppen 9/22/2006
 Jon Toppen, Chief Negotiator
 For the HEA

LETTER OF UNDERSTANDING BETWEEN THE HOLLAND EDUCATION ASSOCIATION & THE SCHOOL DISTRICT FOR THE CITY OF HOLLAND

The above named parties agree that Article 9, K of the Agreement between them shall be administered in the following manner:

1. Copies of records of sick day donations by employees within the HEA bargaining unit who have announced their retirement effective June 2007 ("2007 HEA retirees"), shall be provided to Carol Minnaar and Bryan Voss ("Minnaar/Voss") within 5 business days of the signing of this Letter of Understanding (LOU).

2. Other 2007 HEA retirees who become known to Minnaar/Voss shall be communicated to the HEA. The HEA shall solicit sick day donations from such individuals and provide copies of records of their donations to Minnaar/Voss. After the 2006-2007 school year, the past practice of utilizing that year's retiree days prior to soliciting and contributing any additional days to the bank will be abandoned for the newly described practice outlined in this Letter of Understanding.

3. If the sick day donations from the 2007 HEA retirees are insufficient to cover the sick bank days used during the 2006-2007 year, then sick day donations shall be solicited by the HEA from active HEA bargaining unit members to cover the shortfall, if any and copies of records of their donations given to Minnaar/Voss.

4. Applications for sick bank days shall be reviewed by the Sick Bank Committee in face to face meetings. If a designated member is unavailable for a previously scheduled meeting, a designee must be sent so that the meetings can be held within a reasonable period of time to conduct the necessary business of the Committee. Generally, a reasonable period of time means 10 school days from receipt of an application.

5. Commencing with the 2007-2008 year:

- all sick day donations shall be solicited by HEA from active bargaining unit members
- a list of sick day donations from active HEA members shall be given to Minnaar/Voss as of October 5 of each year
- all contributions shall be deducted from the individual teacher's sick day account
- unused donated days will roll over into subsequent school years
- only 250 sick bank days may be used each year, however, the bank may accumulate days in excess of 250.

6. Sick bank days will be granted to qualified and eligible teachers prior to the time that contributions have been turned in by HEA, with the understanding that adjustments will be made as needed to ensure the proper administration of the sick bank in accordance with Article 9, K and this LOU.



For the District
May 16, 2007


For the HEA
May 16, 2007

LETTER OF AGREEMENT

The Holland Public Schools and HEA agree:

1. The District shall pay to part-time HEA members working half-time or more during the 06-07 school year and who elected the cash in lieu option of PAK B, the difference between what was paid to them, and either \$100/month or \$350/month, as applicable.
2. Notwithstanding Article 6, E, 5, c3, the District shall reimburse for this payment for the entire 06-07 school year.
3. This payment is not precedent setting and shall not be considered a breach of the above-cited contract provision, nor offered or used in any other matter between these parties.

This is the entire agreement of the parties regarding this subject matter.



Carol Minnaar
For the District



Jon Toppen
For the HEA

Date 10-1-07

Date 10-1-07

LETTER OF AGREEMENT

**Regarding Desirable Class Size and Overload Pay for Special Education
Students not on the Class List**

11-08-07

The Holland Public Schools and HEA agree:

1. That any Pre-K-5 class is not in overload when a special education student is assigned to a class pursuant to an IEP process with a one-on-one instructional assistant who attends with them.
2. If an instructional assistant brings more than one special education student and the Pre-K-5 teacher exceeds the desirable class size for 50 minutes or less the teacher will be paid \$5.00 for that day.
3. If an instructional assistant brings more than one special educational student and the Pre-K-5 teacher exceeds the desirable class size for more than 50 minutes the teacher will be paid \$10.00 for that day.



Carol Minnaar

For the District



Jon Toppen

For the HEA

Date 11-19-07

Date 11-19-07

Holland Education Association Master Agreement 2008-2011

Letter of Agreement
between the
School District of the City of Holland
and the
Holland Education Association, MEA/NEA

Re: Holland High School Trimester Exam Schedule

The School District of the City of Holland (Employer) and the Holland Education Association (HEA) hereby acknowledge that a Holland High School Schedule Study Committee is being formed to address the impact of the trimester schedule on Holland High School. Both parties also acknowledge that the current exam schedule at the end of each trimester, from original design to implementation, has areas that have been identified by administration and staff for improvement. Until such time that the study committee provides a new recommendation, the following exam schedule will be in effect.

Exam Day Schedule	Day 1	7:55-10:07 Period 1 review/questions 30 minutes followed by Exam (no passing time) 10:07-10:47 Lunch 10:47-10:53 Passing Time 10:53-1:05 Period 2 review/questions 30 minutes followed by Exam (no passing time) 1:05-3:19 p.m. Teacher Work Time
Exam Day Schedule	Day 2	7:55-10:07 Period 3 review/questions 30 minutes followed by Exam (no passing time) 10:07-10:47 Lunch 10:47-10:53 Passing Time 10:53-1:05 Period 4 review/questions 30 minutes followed by Exam (no passing time) 1:05-3:19 p.m. Teacher Work Time
Exam Day Schedule	Day 3	7:55-10:07 Period 5 review/questions 30 minutes followed by Exam (no passing time) 10:07-3:19 Teacher Work Time

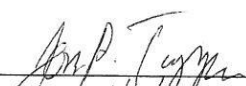
Holland Education Association Master Agreement 2008-2011

This letter of agreement does not constitute a past practice or precedent, nor a waiver of any future rights.

FOR THE EMPLOYER:

FOR THE HEA:





DATE: 4/3/08

DATE: 4/3/08

Holland Education Association Master Agreement 2008-2011

Letter of Understanding
Between The
Holland Public Schools
And the
Holland Education Association/MEA/NEA

Due to the fact that IRS rules and guidelines surrounding employer 403(b) plans have changed, the parties do hereby Agree to the following:

1. The Board and the Association recognize the importance of each employee pursuing an active retirement savings program and in providing sound investment alternatives to assist them in achieving their retirement savings goal. The parties agree that although the district intends to utilize TSA Consulting Group as a Third Party Administrator of district 403(b) plans, there will be no agreement between the district and the TPA or MRIC (Consortium) that is contrary to Article 12 of the Master Agreement or any other provisions contained in the Master Agreement. Vendors utilized and available to employees of the district shall be named as appropriate under IRS regulations.
2. The Board and Association agree that any future modifications or changes to the district 403(b) plan that fall within the allowable subjects of bargaining, as defined within PERA, must be negotiated between the parties for agreement prior to any implementation.
3. The parties further understand and agree that the regulations regarding the administration of 403(b) plans continue to evolve, and it is the intent of the parties to comply with all legal requirements. Accordingly, the parties agree that;
 - a. ~~A plan document, consistent with all legal requirements shall be mutually developed by the parties by December 31, 2008.~~ M.Y. 11-14-08
 - b. All bargaining unit members are eligible to participate in the plan.

Carol Minnaar
(for the District)

11-17-08
(date)

Maria L. Yoder
(for the Association)

11-14-08
(date)

**Letter of Agreement
Between The
Holland Public Schools
And the
Holland Education Association/MEA/NEA**

Re: Reproductive Health Advisory Committee Chairperson Compensation

The parties have met and agree that the abovementioned position should be compensated at a rate of 5.72% of the BA Base for the 2008-2009 school year.

This agreed upon amount is for this year only and any additional compensation for this position would need to be agreed upon between the parties, if need be, for future years.

Carol Minnaar

(for the District)

11-25-08

(date)

Maria L. Yoder

(for the Association)

11-25-08

(date)