

Master Agreement

between the

Ingham Clinton Education Association

and the

Board of Education

of the

Holt Public Schools

July 1, 2020 – June 30, 2022

HOLT EA MASTER AGREEMENT 2016-2017
TABLE OF CONTENTS

ARTICLE I.	PURPOSE AND INTENT	1
ARTICLE II.	RECOGNITION	1
ARTICLE III.	BOARD RIGHTS AND RESPONSIBILITIES	1
ARTICLE IV.	ASSOCIATION RIGHTS AND RESPONSIBILITIES	2
ARTICLE V.	TEACHER RIGHTS AND RESPONSIBILITIES	2
ARTICLE VI.	PAYROLL DEDUCTIONS	4
ARTICLE VII.	GRIEVANCE PROCEDURE	5
ARTICLE VIII.	WORKING CONDITIONS	7
ARTICLE IX.	CALENDAR	12
ARTICLE X.	CURRICULUM AND INSERVICE	13
ARTICLE XI.	NON-TEACHING PROFESSIONAL STAFF EVALUATION	13
ARTICLE XII.	MENTOR TEACHER	14
ARTICLE XIII.	QUALIFICATIONS AND ASSIGNMENTS	15
ARTICLE XIV.	SHARED TEACHING ASSIGNMENTS PR	15
ARTICLE XV.	VACANCIES, TRANSFERS AND PROMOTIONS	16
ARTICLE XVI.	SENIORITY, STAFF REDUCTION AND RECALL	18
ARTICLE XVII.	LEAVES OF ABSENCE	20
ARTICLE XVIII.	COMPENSATION	26
ARTICLE XIX.	INSURANCE BENEFITS	28
ARTICLE XX.	RETIREMENT	31
ARTICLE XXI.	PUBLIC SCHOOL ACADEMIES	31
ARTICLE XXII.	MISCELLANEOUS PROVISIONS	31
ARTICLE XXIII.	DURATION OF AGREEMENT	32
APPENDIX A:	SALARY SCHEDULE:	33
APPENDIX B:	EXTRA-DUTY POSITIONS AND SALARIES	34
APPENDIX C:	CALENDAR	38
APPENDIX D:	ESEA "HIGHLY QUALIFIED" CONTENT AREA RUBRIC	39
LOA:	CLASS SIZE TASK FORCE	41
LOA:	LCC COURSES TAUGHT AT HOLT PUBLIC SCHOOLS	42

This Agreement is made and entered into by and between the Board of Education, Holt Public Schools, hereinafter referred to as the Board, Employer or District, and the Ingham Clinton Education Association, MEA-NEA and its local affiliate, the Holt Education Association, hereinafter referred to as the Association.

ARTICLE I. **Purpose and Intent**

- A. The Board and the Association recognize that their joint objective is to provide a quality education to the students in the District; and that the quality of education provided depends upon the dedication, preparation, and morale of the teaching staff and upon the effectiveness and efficiency of the administration to maintain a desirable educational atmosphere.
- B. Being engaged in a mutual endeavor in the public interest, the Board and the Association encourage fair and harmonious relations between their respective representatives at all levels.
- C. In recognition of the foregoing, and pursuant to the requirements of Act 336 of the Michigan Public Acts of 1947, as amended by Act 379 of the Michigan Public Acts of 1965, the Board and Association herein set forth their Agreement with respect to rates of pay, wages, hours and other terms and conditions of employment for all individuals included in the bargaining unit as defined in Article II and who are covered hereby, insofar as such matters are not controlled by applicable Michigan Laws, such laws superseding anything which may be contained herein.

ARTICLE II. **Recognition**

- A. The Board hereby recognizes the Ingham Clinton Education Association, MEA-NEA as the exclusive bargaining representative, as defined in Section II of Act 379, PA of 1965, for all certificated personnel or professional personnel employed by the Holt Public Schools, whether on contract or on a per diem, hourly or a class rate basis, or on an approved leave of absence including school nurses and long-term substitutes employed directly by the Board in the same position for the same bargaining unit member for a period of at least 150 days, but excluding all other substitutes (specifically excluding PESG and EduStaff substitutes), Shared Time Teachers (specifically hired to service private and parochial schools), adult education personnel, supervisory and executive personnel, office-clerical personnel, and maintenance and operating employees
- B. The term "teacher" when used hereinafter in this Agreement shall refer to all employees represented by the name of the employee organization in the bargaining unit as above defined. Those bargaining unit members whose employment is not regulated by the Michigan Teachers' Tenure Act shall be identified as "Non-Teaching Professional Staff" or "NTPS" in this Agreement when such a distinction is necessary.
- C. The term "Board" shall include its officers and agents.
- D. All references in this Agreement to masculine gender shall include the feminine gender and vice versa.

ARTICLE III. **Board Rights and Responsibilities**

- A. The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitutions of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right:
 - 1. To the executive management and administrative control of the school system, its properties and facilities and the activities of its employees including the services, supplies and equipment necessary to continue its operations;
 - 2. To hire all employees and subject to the provisions of law, to determine their qualifications, and the conditions for their continued employment, or their dismissal or demotion; to evaluate employees; to determine the process for reduction and recall in any layoff or other reduction in the number of bargaining unit members employed; and to assign, promote, discipline and transfer all such employees;
 - 3. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;
 - 4. To decide upon the means and methods of instruction, and the duties, responsibilities, and assignments of bargaining unit members and other employees with respect thereto, and non-teaching activities, and the terms and conditions of employment.

- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board; the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited by and subject to the specific and express terms of this Agreement.
- C. The Board agrees not to discriminate and to provide equal employment opportunities with regard to age, gender, race, color, national origin, religious affiliation, disability, sexual orientation, gender identity, gender expression, and/or other criteria as prohibited by law. The foregoing applies to all employees and job applicants in connection with recruitment, hiring, assignment, evaluation, promotion, transfer, demotion, discipline, layoff, or termination.

ARTICLE IV. Association Rights and Responsibilities

- A. The Association, on its own and its individual members' behalf, retains and reserves without limitation all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitutions of the State of Michigan, and of the United States.
- B. The Association shall have the right to use school building facilities for business purposes as follows:
 - 1. After school hours when a custodian is on regular duty and at times which do not interfere with regularly scheduled school activities.
 - 2. Authorization shall be requested through the building principal prior to use when the utilization is before 3:30 p.m. After that hour, authorization shall be in accordance with Policy A1300 (Community Use of School Facilities and Equipment).
 - 3. Miscellaneous:
 - a. The use of school mailboxes, e-mail, and computers for official Association business, in accordance with the Board's acceptable use policy.
 - b. A bulletin board in the staff room for Association use.
 - c. Requests for use of other school equipment shall be made through the building principal in advance of the utilization in accordance with Policy A1300 (Community Use of School Facilities and Equipment).
- C. Duly authorized representatives of the Michigan Education Association or the National Education Association may have access to school facilities during normal school hours. In all cases of such visits, said representatives will report to the school office to announce their presence. Their activity shall not interfere with the instructional program.
- D. All regularly scheduled meetings of the Association shall be held after school on Mondays. The Board shall not require bargaining unit members attend meetings during regularly scheduled Association meeting times. Emergency situations take precedence over any other Board or Association meetings regardless of when scheduled.
- E. Association announcements will be permitted after building faculty meetings are completed.
- F. The Board will furnish to the Association any available public information pertinent to collective bargaining concerning the financial resources of the District, purposes, allocations and other public information which will assist the Association in developing accurate and constructive programs on the behalf of the bargaining unit. The Association may make reports and recommendations to the Board regarding such matters if the Association wishes to do so. Public information which is necessary for the Association to process grievances will be made available. One copy shall be furnished. Original records shall be examined only in the Board office.
- G. The District agrees to provide up to 0.5 FTE release time to the HEA president [or his/her designee] for Union business provided that this time begins and/or ends at a scheduled break in student instruction. This time shall be covered by a substitute teacher selected by the District and HEA. The HEA shall be responsible for the proportional cost of the substitute for this release time period.

ARTICLE V. Teacher Rights and Responsibilities

- A. Bargaining unit members shall have access to their personnel files, which are located in the Human Resources Office. Such access shall be in accordance with state law. Said access shall be in the presence of the Director of Human Resources or his/her designee. A person of the bargaining unit member's choosing may be present, if requested. Written acknowledgment of the review shall follow each inspection.

[Type here]

- B. Complaints directed toward a bargaining unit member shall be called to the bargaining unit member's attention at the earliest possible time, but within five (5) working days, in writing, if a permanent record is made of such complaint.
- C. Bargaining unit members must be offered the presence of an Association Representative when being reprimanded, warned, disciplined, or involved in a disciplinary investigation subject to the provisions of section D of this Article.
- D. Nothing contained herein shall prevent verbal communication between administrators and bargaining unit members without the presence of an Association Representative. The Association recognizes the need for a building principal to carry out responsibilities related to Board policy, the terms of the Master Agreement and for the exercise of good judgment by bargaining unit members. These functions of the principal are entirely separate from the bargaining unit member evaluation procedure; thus, the building principal confers with bargaining unit members. Such contacts including commending, praising, questioning, suggesting, directing, reminding, and correcting shall be termed casual and will not include the presence of an Association Representative.
 - 1. If any verbal communication is intended by the administrator to be an oral reprimand which will be the basis for further disciplinary action, or if a written reprimand is to be issued in connection with the verbal communication, this intent shall be expressly stated as such, and the bargaining unit member shall be given a reasonable opportunity to request the presence of an Association Representative as an observer. No written reprimands shall be issued without verbal communication regarding the incident prior to or at the time of issuing the reprimand.
 - 2. The bargaining unit member will be provided with a copy of the written reprimand signed by the administrator issuing it before same is placed in the bargaining unit member's personnel file. The bargaining unit member may submit any written statement, signed by the bargaining unit member, which s/he wishes included in the record.
 - 3. Reprimands issued under this Article may be the subject of a grievance within the terms and conditions of the professional grievance procedure set forth elsewhere in this Agreement.
- E. The Board recognizes the responsibility to continue to give administrative backing and support to its bargaining unit members leading to the attainment of an environment in the classroom which will enable the teacher best to perform his/her primary responsibility: the offering of desirable learning experiences. The following process will be applied consistently for all staff and students.
 - 1. The teacher shall report to the principal the names of students who seem to need particular assistance of skilled personnel and those who are disruptive to the classroom environment and prevent the teacher from offering desirable learning experiences.
 - a. The teacher will submit a written statement of the nature of the problem, including the facts causing the teacher to file the report as well as a summary of the action of the teacher to correct the situation.
 - b. In both the case of particular assistance needed and the case of disruptive behavior, the situation will be studied and alleviated by school officials. In these cases, the teacher will be given a progress report as soon as possible and a written report of final action taken within ten (10) school days.
 - 2. Teachers have the responsibility to report situations in the learning environment that jeopardize the safety of students, staff, and/or property.
 - a. The building principal (or his/her designee) shall have the responsibility of investigating such a report and shall contact the teacher with a progress report within one (1) school day.
 - b. If the safety issue is the result of student behavior, the building principal shall remove the student from the classroom. Before the principal returns the student to the classroom, s/he shall inform the teacher in writing of the corrective measures taken.
 - c. If a bargaining unit member reports personal injury, the source of the injury shall be permanently removed from the classroom upon mutual agreement of the teacher and principal. If the injury is due to student behavior, the Board shall use all possible methods to prevent a recurrence up to and including expulsion of the student.

F. Any case of assault upon a bargaining unit member which had its inception in a school-centered problem shall be reported immediately in writing to the Superintendent or his/her designee. In the event of such an assault, the Board will provide legal advice if the bargaining unit member requests it.

No charge shall be made against a bargaining unit member's salary or leave time in case of time lost because of court appearances involving incidents stated in the paragraph above.

G. Bargaining unit members are required to comply with rules, regulations and directions, from time to time adopted by the Board, or its representatives provided that they are not inconsistent with the provisions of this Agreement. The appropriate school administrator shall be informed of any situation where compliance with such rules, regulations, and directions would create an immanent hazard to health or safety. The administrator shall take any action necessary.

H. A bargaining unit member shall not be reprimanded, disciplined, or evaluated for activities as a member of the Association.

I. No bargaining unit member shall be disciplined without just cause within the limits established by the laws of the State of Michigan; however, this shall not be interpreted as restricting the Board's right to dismiss non-tenured or probationary bargaining unit members.

J. In the event a request is made for information in a bargaining unit member's personnel file and said request is in accordance with the Freedom of Information Act, normally, the Association and the bargaining unit member who is named in the F.O.I.A. request will be notified prior to fulfilling the request. The bargaining unit member will upon request, receive a copy of any and all information that is released pursuant to any such F.O.I.A. request.

Should the bargaining unit member be absent from work or, should timeliness be at issue in fulfilling a F.O.I.A. request, the bargaining unit member who is named in the F.O.I.A. request will be notified by first class mail forwarded to the address on file with the Human Resources Office.

K. Pursuant to the Michigan Public Employment Relations Act, the Board hereby recognizes the rights conferred upon employees and that every teacher employed by the Board shall have the right to freely organize, to join, and to support the Association for the purpose of collective bargaining and other rights given under the Act. The Board agrees that it shall not interfere with any employee's exercise of these rights and shall not discriminate against any employee by reason of Association membership or the exercise of these rights or any rights conferred under this Master Agreement. It is not a condition of employment for a bargaining unit member to become or remain a member of the Association or to financially support the Association.

ARTICLE VI. Payroll Deductions

A. Upon appropriate written authorization from the bargaining unit member, the Board shall electronically transfer from the salary of any bargaining unit member and make appropriate remittance to one account at one financial institution and for contributions to United Way, Holt Education Foundation, the Holt Dependent Care Assistance Plan, MPSERS Tax-Deferred Payment [DTP] for purchased years of service credit, elective AFLAC options, and MESSA and MEAFS programs and options jointly approved by the Association and the Board which are not fully paid by the Board, tax sheltered annuities as defined under Section 403(b) of the Internal Revenue Code and which are in accordance with the Board policy, plans under Section 457 of the Internal Revenue Code, and any other plans or programs jointly approved by the Association and the Board.

B. Remittance for tax-sheltered annuities shall be made within five (5) working days after each pay period in each month provided an invoice has been received by that date.

C. Bargaining unit members may enter into a salary reduction agreement with the Board for the purpose of reimbursing dependent care assistance expenses in accordance with the Dependent Care Assistance Plan adopted pursuant to Section 129 of the Internal Revenue Code.

D. Bargaining unit members may enter into a salary reduction agreement with the Board for the purpose of reimbursing health insurance premiums in accordance with the Health Insurance Salary Reduction Plan adopted pursuant to Section 129 of the Internal Revenue Code.

E. Bargaining unit members who have unapproved absences shall have a prorated amount deducted from their contracted salary.

[Type here]

- F. Bargaining unit members may enter into a salary reduction agreement to purchase MSPERS service credit on a tax-deferred basis and the Board agrees to enter into any necessary agreements as may be required by MSPERS.

ARTICLE VII. Grievance Procedure

- A. A "grievance" is a claim, by one (1) or more bargaining unit members or the Association, of a violation or misinterpretation or misapplication of any provision of this Agreement.

B. General Conditions

1. Prompt processing of grievances is important. Therefore, all time limits stated in this procedure should be considered as maximums, and every effort should be made to expedite the process.
 2. Time limits may be waived only by mutual written consent of all parties to the grievance. Said written consent shall be signed and dated prior to the expiration of the time limit for which a waiver is requested. Any extension of time limits shall be for a specified number of days.
 3. "Days" as used herein shall mean workdays except that during the summer months when school is not in session, "days" shall mean Monday through Friday excluding holidays.
 4. A grievance which has not been filed within the initial time limit prescribed, will not be heard.
 5. Any grievance which is not appealed to the next higher step of the procedure within the time limit specified will be considered settled on the basis of the decision rendered at the last step heard. A copy of the settlement will be sent to the MEA Uniserv Director representing the HEA.
 6. Any grievance upon which no hearing is held, or no decision rendered, within the time limit specified, will be considered automatically appealed to the next higher step of the procedure, effective with the expiration of the time limit.
 7. Beyond the initial step of this procedure, appeals by the Association shall be signed, and the Association shall be represented in hearings, by the Chairperson of its Grievance Committee, and/or such other person(s) who shall be designated in writing with authority to act on behalf of the Association.
 8. Should either party desire to be represented at any hearing under this procedure by legal counsel, it shall notify the other parties sufficiently in advance so that they may be represented by counsel also; and no hearing shall be held at which any party is represented by counsel unless the other parties are also represented or have waived in writing their right to such representation.
 9. Should the Association withdraw a grievance at any level, or should the grieving bargaining unit member(s) leave the employ of the Board, all further proceedings on said grievance shall be barred.
 10. The purpose of this procedure is to secure equitable solutions to grievances at the lowest possible administrative level. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.
 11. Nothing contained herein will be construed as limiting the right of any bargaining unit member having a grievance to discuss the matter informally with any appropriate administrator and having the grievance adjusted without the intervention of the Association, provided the adjustment is consistent with the terms of this Agreement and provided further, that the Association has been notified of such adjustment.
 12. There shall be one (1) Association Representative for each building who shall be recognized as the official representative of the Association in grievance proceedings. The names of such representatives of the Association shall be furnished in writing to the Director of Human Resources as soon as possible after their appointment. No such representative shall act on behalf of the Association until the Director of Human Resources has been advised of his/her appointment in writing by the officers of the Association. Any changes in such representatives shall be reported to the Director of Human Resources in writing as far in advance as possible.
- C. Except as provided in Section B.11 above, all grievances shall be in writing. They shall contain the following information.
1. A statement of the facts alleging the violation, including the date when said alleged violation occurred.
 2. The section(s) of this Agreement which are alleged to have been violated.
 3. The relief requested.
 4. The signature or signatures of the grieving parties.
 5. The date upon which the grievance is filed.

[Type here]

- D. Step One: A grievance shall be filed within ten (10) days of the alleged violation, misinterpretation or misapplication of this Agreement.
1. The grievance shall be filed with the bargaining unit member's principal or other immediate supervisor.
 2. The principal may, at any point prior to rendering a decision, refer the grievance to the next higher step in the procedure should the matter being grieved be beyond the scope of his/her authority.
 3. If the principal decides to hear the grievance, he/she shall, within ten (10) days of the filing of the grievance, hold a hearing thereon with the grieving bargaining unit member(s) and, at the bargaining unit member's option, the building Association Representative.
 4. Within ten (10) days after said hearing, the Director of Human Resources shall render a written decision thereon, transmitting a copy thereof to the Association, and filing a copy in a permanent file in the Human Resources Office.
- E. Step Two: If the decision of the principal is unsatisfactory to the grieving bargaining unit member(s) or the Association, the Association may file a written appeal to the Director of Human Resources within ten (10) days after receiving the decision of the principal.
1. Within ten (10) days of receiving an appeal, or a grievance by referral from the principal, the Director of Human Resources shall hold a hearing.
 2. Within ten (10) days after said hearing, the Director of Human Resources shall render a written decision thereon, transmitting a copy thereof to the Association, and filing a copy in a permanent file in the Human Resources Office.
- F. Step Three: If the decision of the Director of Human Resources is unsatisfactory to the Association, the Association, and only the Association, may file an appeal for mediation with the Michigan Employment Relations Commission, in accordance with the Commission's procedures and law. Such appeal to mediation shall be filed within ten (10) days after receiving the decision of the Director of Human Resources.
- G. Step Four: Should it be impossible to resolve the grievance in a mutually acceptable manner via mediation, either the Board or the Association may, within ten (10) days of the conclusion of mediation, appeal to arbitration.
1. Such appeal shall be in writing and shall be delivered to the American Arbitration Association and the other party within said ten (10) day period. If not so delivered, the grievance shall be abandoned.
 2. If the parties are unable to agree upon an arbitrator, he/she shall be appointed under the rules of the American Arbitration Association which shall likewise govern the arbitration proceeding.
 3. Neither party shall be permitted to assert in any arbitration proceeding, any ground, or to rely on any evidence, not previously disclosed to the other party.
 4. The arbitrator so selected will confer with the parties and hold hearings promptly and will issue a decision not later than twenty (20) days from the date of the close of the hearing. The arbitrator's decision shall be in writing and will set forth the findings of fact, reasoning, and conclusions on the issues submitted.
 5. The arbitrator shall have no power to alter, modify, add to, or subtract from the provisions of this Agreement. His/her authority shall be limited to deciding whether a specific article and section of this Agreement has been violated and shall be subject to, in all cases, the rights, responsibilities and authority of the parties under the Michigan General School Laws or any other national, state, county, district or local laws. The arbitrator shall not usurp the functions of the Board of Education or the proper exercise of its judgment and discretion under the law and this Agreement.
 6. The decision of the arbitrator shall be final and binding upon both parties.
 7. The arbitrator's fee and expenses shall be divided equally between the parties.
- H. Immediately after any grievance adjustment is made with an individual bargaining unit member, the Association will be given an opportunity to meet with the Board's representative to learn of the settlement of the grievance.
- I. Should the Association and the Employer resolve a grievance prior to any arbitration proceeding, the Association agrees to save the Board harmless from any action pursued by an individual grievant.

[Type here]

- J. If any teacher has a complaint regarding any condition of employment covered by the Michigan Teacher's Tenure Act, such complaint shall be dealt with exclusively through the provisions of said Act, and the established procedures thereof unless a specific alternate provision is provided under this Agreement.
- K. If a bargaining unit member has a complaint regarding any term or condition of employment which also may be brought as a complaint through the judicial system or through an administrative agency, including but not limited to the Michigan Department of Civil Rights and the Michigan Department of Labor, the bargaining unit member shall either grieve the matter or pursue same in another forum. Should the bargaining unit member institute an administrative proceeding or court action against the Employer simultaneous to or in advance of filing a grievance, s/he shall be deemed to have waived the right to grieve such complaint as provided herein.
- L. Bargaining unit members required to participate in negotiating meetings, grievance meetings, or arbitration hearings, shall suffer no loss of pay in connection with time lost as a result of participation in such meetings, when any of such meetings are scheduled by the Board to be held during the bargaining unit member's normal working hours.

ARTICLE VIII. Working Conditions

- A. The normal workday shall be seven (7) hours and five (5) minutes.
 - 1. All teachers shall be entitled to an uninterrupted, duty-free lunch period of at least thirty (30) minutes within the workday.
 - 2. For bargaining unit members employed for less than full time the following shall apply:
 - a. K-6 FTE status will be prorated to the nearest, higher 0.05 FTE based on the amount of student contact time of a full time bargaining unit member with similar duties excluding lunch and minimum planning (e.g. teaching 200 minutes per day when a full time member teaches 335 minutes equates to 0.60 FTE).
 - b. 7-12 FTE status will be prorated to the nearest, higher 0.05 FTE based on the number of classes normally taught by a full time bargaining unit member (e.g. teaching three (3) periods when a full time member teaches five (5) periods equates to 0.60 FTE).
 - 3. The Board and the Association recognize that the work of the bargaining unit members requires time to plan, prepare, and conference with colleagues, administrators, parents, and others. For the purposes of this Agreement, the term "planning" shall reflect this time. All bargaining unit members shall be provided their entire planning time within the student instructional day.
 - a. For K-6 bargaining unit members, the following shall apply:
 - i. Regular classroom teachers may use all time during which their classes are receiving instruction from various/certified teaching specialists as planning time. Time to transition/escort students shall not be considered planning time.
 - ii. Normally, an average of 56 minutes of planning time each day is guaranteed (280 minutes in a normal week). This planning time average shall be based on not more than ten (10) consecutive instructional days. For purposes of calculating the foregoing, recess periods shall be included in this average.
 - a. No bargaining unit member at grades K-4 shall supervise more than two (2) recess periods per week.
 - b. Physical education class(es) on any day shall not preclude grade K-4 students from participating in morning and afternoon recess periods.
 - iii. In grades K-6 specialist classes (for example: music and physical education) shall be scheduled for not less than 30 minutes each.
 - iv. Times shorter than twenty (20) consecutive minutes shall not be counted toward the average planning time. Two exceptions shall be allowed:
 - a. Ten (10) consecutive minutes immediately preceding or following the duty-free lunch period.
 - b. Ten (10) consecutive minutes immediately following the start of the instructional day OR immediately preceding the end of the instructional day for specialist teachers (for example: music and physical education).

[Type here]

- b. For 7-12 bargaining unit members, the following shall apply:
 - i. Normally, regular classroom teachers will be provided at least one (1) class period per day as planning time.
 - ii. Normally, an average of 55 minutes of planning time each day is guaranteed (275 minutes in a normal week). This planning time average shall be based on not more than ten (10) consecutive instructional days. For purposes of calculating the foregoing, student transition between classrooms shall not be included in this average.
- c. Teachers employed for less than a full-time position have a proportional amount of planning time.
4. For bargaining unit members assigned to two or more buildings, the following shall apply:
 - a. Travel time between buildings shall not reduce the duty-free lunch period.
 - b. Travel time between buildings that reduce the amount of planning time as set forth above, shall be compensated at an hourly proration of the bargaining unit member's per diem salary.
5. At grades 7-12, unless a teacher volunteers for more, there shall be a maximum of three (3) preparations in the academic subjects which are of significant difference. If an individual volunteers for more, documentation bearing the signature of the teacher and principal shall record the rationale for exceeding the maximum.
6. When there are not enough substitute teachers to cover classes in a building, the building administrator may require a bargaining unit member to cover another bargaining unit member's class two (2) times per year during their scheduled planning time.
 - a. Bargaining unit members who are assigned or volunteer to cover classes more than two (2) times per year will be compensated at an hourly proration of the bargaining unit member's per diem salary.
 - b. When assigning bargaining unit members to cover classes, the building administrator will seek volunteers first. If coverage is still necessary, the building administrator will assign bargaining unit members in a rotating schedule to maintain equity.
 - c. A complete list of staff, dates, and times of coverage shall be shared with building staff by the building principal weekly during the school year.
 - d. Bargaining unit members supervising the activities of student teachers will not serve as substitutes in other classrooms on days the student teacher is present.
7. It is recognized that bargaining unit members do work away from normal workstations and outside of the hours stated above.
 - a. Such work includes but is not limited to: preparing individual workspaces for the start of each school year, Parent-Teacher conferences, New Teacher orientation, no more than ten (10) hours of staff meetings per school year, curriculum meetings in accordance with Article X, Section A, 5.
 - b. Bargaining unit members may be required to supervise or chaperone school functions a maximum of two (2) complete events, up to a total of 4 hours per school year.
8. For the purpose of supporting job-related activities or with prior administrative approval, a bargaining unit member may leave during scheduled teacher hours, by using the sign-out sheet and indicating his or her destination.
9. A staff room will be located in each building that will provide appropriate furniture. Staff lavatories shall be separate from those designated for student use. The Board will involve bargaining unit members in the study and planning for adequately designated and furnished staff rooms for all future buildings and major additions.
10. Telephone, e-mail, and internet access shall be provided to all bargaining unit members during job-related functions.
11. "Academic Term", as used in this Agreement shall mean semester or trimester as the case may be.

B. Class Size:

1. The Board will not exceed the following maximum class size or student load figure:

<u>Grade(s)</u>	<u>Class Size or Teacher Load</u>
Transitional Kindergarten	15
Kindergarten	25
1-2	25
3	27
4	29
Comb. Rooms (K-1; 1-2)	24
Comb. Rooms (2-3)	25
Comb. Rooms (3-4)	26
5 (2 person teams)	58: average of 29 per teacher
5 (3 person teams)	87: average of 29 per teacher
6 (2 teacher teams)	62: average of 31 per teacher
6 (3 teacher teams)	93: average of 31 per teacher
6 (4 teacher teams)	124: average of 31 per teacher
6 (5 teacher teams)	155: average of 31 per teacher
7-12	Total teacher load per day of 31 times the number of sections taught, with an individual class size maximum of 31.

- a. Advanced Study Skills at the Senior High shall be limited to 26 students and weighting shall not apply.
 - b. In grades K-4, physical education classes will be limited to one (1) classroom in each period.
 - c. In grades 5-12, physical education classes will be limited to no more than 40 students with a total teacher load of no more than 40 times the number of sections taught.
 - d. Keyboarding classes will be limited to no more than 32 students.
 - e. The class size maxima shall not apply to band or choir.
 - f. Balancing classes within a building
 - i. By the second Friday of each school year, the number of students assigned to classes within a building in grades kindergarten through six (K-6) shall not exceed a variance in class size by more than a three (3) student count at each respective grade level.
 - a. The three (3) student count variance shall not be used to exceed the class size maxima set forth at Section B.1 of this Article.
 - b. Students who transfer into the District during the school year shall be assigned to maintain the variance maximum set forth in this subsection.
 - c. An exception to this variance may be made if a non-probationary bargaining unit member with the larger class count agrees to a larger variance than a three (3) student(s) count. Communication with same-grade teachers and agreement to the larger variance will be documented prior to the variance occurring.
 - ii. The same classes which are offered during the same instructional hour at grades 7-12 shall not exceed a variance in class size by more than a three (3) student count on the first day of school. Greater variances may exist thereafter, but not to exceed the class size maxima set forth in Section B.1 of this Article.
 - a. On the first day of a new academic term, classes which are the same and which are offered during the same instructional hour shall not exceed a variance in class size by more than a three (3) student count. Greater variances may exist thereafter, but not to exceed class size maxima set forth in Section B.1 of this Article.
 - b. Students who transfer into the District during the school year shall be assigned so as to maintain a balance in class size as nearly as possible.
2. Laboratory classes in sciences, Life Management, and Technology Education will not exceed the number of pupil work (sections) stations in the classroom.

[Type here]

- a. A pupil workstation includes those areas which safely allow a student to perform the work required with the necessary materials, machines, etc.
 - b. The number of pupil work stations in a given room shall be determined in each building by the building principal and the instructor of each room involved in which hazardous equipment and materials including fire and chemicals are used and, where a student's health and safety might be in jeopardy.
 - c. Should the teacher and principal disagree; the principal will make a recommendation to the Director of Human Resources.
3. Special Education class sizes/caseloads shall not exceed state rules and regulations unless a deviation is obtained from the Department of Education. In such cases, the HEA shall have the opportunity to attach a statement of support or dissent.
4. Weighting:
- a. For purposes of determining class size, students in regular education classrooms at kindergarten for two hours, 45 minutes per day and at grades 1-6 for three (3) or more hours per day will be assigned a weight of two (2) students if they have been certified eligible for a special education program by an IEPC (except speech and language.)
 - b. In grades 7-12, students certified eligible for special education by an IEPC (except speech and language) will be assigned a weight of two (2) students except that weighting will not apply to band, choir, physical education or any class of 24 or fewer students.
 - c. In grades 7-12, for purposes of determining class size in laboratory classes, students certified eligible for special education by an IEPC (except speech and language) will be assigned a weight of two (2) students. The student count shall not exceed the number of laboratory stations and the weighted student count shall not exceed thirty-one (31). The above limitation that weighting will not apply to a class of 24 or fewer students does not apply to this laboratory class paragraph.
 - d. The number of students who are certified eligible for special education by an IEPC (except speech and language) will be balanced among grade levels and/or subject area classes as nearly as possible.
 - e. Students who are entering kindergarten from the pre-primary impaired program will be assigned a weight of two (2) students for one (1) year, if they have been certified eligible as language impaired by an IEPC in the pre-primary program.
5. In all grades and building individual class size and teacher/student loads will be balanced and adjusted among grade levels and buildings as follows:
- a. A survey of the number of students assigned to each teacher in grades K-12 shall be conducted on the second Friday of the school year and on each Friday thereafter throughout the school year when school is in session. An exception to the foregoing is that in Grades 7-12, the survey at the beginning of each academic term will be delayed until the second Friday of said academic term.
 - b. Within three (3) working days of the survey referenced in Section a above, a decision will be made as to the appropriate adjustment(s) in each case.
 - c. Adjustments in connection with student loads will be implemented as soon as possible, but within seven (7) working days of the decision referenced in Section b above.
 - d. In the event of necessity to solve a class overload problem via creating an additional teaching position which the Board is obligated to fill by recalling a teacher from layoff, the time limits provided in Article XVI shall be controlling.
6. If a class exceeds the indicated class size maxima, one (1) of the following alternatives will be agreed upon and recommended by the building principal after consultation with the teacher(s) involved
- a. If classroom space is available in the building, an additional teacher may be employed, and the students reassigned accordingly.
 - b. An additional teacher may be employed for "cooperative or team teaching" with the teachers at the affected grade level. Employment will be based upon posting the position and an interview by the principal and the affected teachers.

- c. A clerk may be employed to provide the teacher with clerical relief as specified in a "clerical utilization plan" developed between the affected teacher(s) and the principal.
 - d. A teacher aide may be assigned on a half-time basis, i.e., three (3) hours a day for K-6 and to each overloaded class period for 7-12. The length of the assignment shall be equal to the number of days that the class size exceeded the contractual maxima. An aide already assigned to a classroom for purposes not related to the overload may not be used to rectify the overload status for this provision.
 - e. Should the affected teacher(s) and the building principal disagree with respect to the appropriate alternative to be recommended and implemented, the principal shall make the final decision for the foregoing provisions a through d.
 - f. Upon mutual agreement from the HEA President, the District and the teacher with the class overload, said teacher shall be compensated \$1,000 as an alternative to the provisions at a through d.
- C. No teacher shall be required to perform the following extra-curricular duties which can be accomplished by non-certified personnel: bus supervision, safety patrol supervision, and building coordination of audio-visual services.
- D. It is recognized that the democratic values of our society can best be transmitted in an atmosphere which is free from censorship and artificial restraints upon free inquiry and learning, and in which academic freedom for teachers and students is encouraged, provided the teachers, within the scope of their assignments, exercise such freedom within the framework of established curriculum practices and provided courses of study are followed.
- E. It is agreed that addressing the implementation of the least restrictive environment mandate is of critical importance. Section E shall apply to special education students who are entering a regular education class/classroom from a special education center program or a special education self-contained classroom program. It shall also apply to students who are identified as students with a handicap who would qualify to be served by either program. Finally, it shall apply to students who are identified as students with a handicap due to accident, trauma, etc. and who would qualify to be served by either program.
1. Any bargaining unit member who will be providing instructional or other services to a student with a handicap in a regular education classroom setting shall be invited, in writing, to participate in the individual educational planning committee (IEPC) which may initially place (or continue the placement of) the student in a regular education classroom. If the IEPC is held during the normal teaching day, the bargaining unit member shall be released from his/her normal responsibilities to attend.
 2. In situations where the involved bargaining unit member and administration mutually agree that it is not feasible to have each bargaining unit member who will be providing instructional services to a student with a handicap in a regular education classroom setting be a participant in the individual educational planning committee (IEPC) which may initially place (or continue the placement of) the student in a regular education classroom, the involved bargaining unit members may select representative teacher/s to attend the IEPC.
 3. Should a bargaining unit member, working directly with the student with a handicap, advise the administration in writing of a reasonable basis to believe that a student's current individual educational plan (IEP) is not meeting the student's unique needs as required by law, the administration shall call an IEPC. The bargaining unit member so advising shall be invited to, and will attend, the IEPC.
 4. In order to assure that the student with a handicap will be allowed to participate in regular education programs and services to the maximum extent appropriate, no student with a handicap will be assigned to a regular education classroom unless:
 - a. Teaching materials and equipment, support personnel and other related services as specified in the IEP to satisfactorily educate the student in the regular education classroom, are available.
 - b. The bargaining unit member is provided prior and continuing in-service training regarding the instruction and behavioral management of students with handicaps in the regular education setting, including the differing approaches, problems, and techniques to be utilized with varying handicapping conditions.
 5. When there is a request from a bargaining unit member who works directly with a student with a handicap, regarding the assistance needed to implement the least restrictive environment mandate, the request shall be

[Type here]

made in writing to the building administrator. The request shall specify the assistance needed. Within five (5) school days, the parties affected will meet with the building administrator and other appropriate resource personnel to discuss the request.

- a. The parties shall hear and recommend solutions to the bargaining unit member's questions and concerns, the assignment and scheduling of students, supportive services and assistance, materials, the physical environment of the classroom, training for the teacher and other issues as may be appropriate. If resolution does not occur, either an IEPC will be called or the grievance process will be initiated, whichever is appropriate. Additionally, the parties will address and make a determination as to whether an adjustment in class size is warranted both for the benefit of the student with a handicap and for the benefit of the other students assigned to that particular class/classroom. This determination shall be subject to approval of the Superintendent.
 6. Students with handicaps will be assigned to the buildings and classrooms that the students would normally attend unless otherwise stated in the IEP.
 7. The Employer shall provide and maintain liability insurance on behalf of each bargaining unit member who is expected or required to implement the least restrictive environment mandate in the course of his/her employment including extra-curricular activities. Insurance coverage shall include liability protection in an amount not less than currently set forth in the District's insurance policies.
 8. No bargaining unit member will be disciplined, reprimanded, discharged or denied any professional advantage, directly or indirectly, due to the bargaining unit member having: (1) filed a complaint under Part 8 of the Michigan Special Education Rules or with the office of Civil Right (OCR), U.S. Department of Education; or (2) asserted his/her rights or those of a handicapped/non-handicapped student with respect to the provision of the least restrictive environment mandate as provided for in this Article or by law.
 9. When a general education classroom teacher is assigned a student from a special education program for severely impaired students (POHI, SMI, SXI, TMI, AI), the teacher shall not be expected to perform routine, scheduled maintenance of a medical appliance or apparatus used by the student to sustain his/her bodily functions nor render routine, scheduled care or maintenance of exceptional bodily functions related to the student's impaired condition. The teacher shall be informed and instructed as to emergency measures which may be necessary on occasion due to the student's impaired condition. It shall be the teacher's responsibility to implement the student's individualized educational plan for attending to the educational needs of the student while in the teacher's class.
 10. The administration agrees to arrange for a substitute in the absence of the student's regularly assigned aide. Should no substitute be available, the bargaining unit member and the building principal will, where appropriate, mutually make other arrangements.
- F. The following shall apply to regular education classrooms consisting of two (2) K-4 grade levels:
1. Both the sending and the receiving teachers shall make recommendations to the building principal regarding student placement for such classrooms.
 2. Teachers who are assigned to such classrooms may, in consultation with and the approval of the building principal, modify and adapt the curriculum based upon student needs and achievement.
 3. Teachers who are assigned to such classrooms shall be provided one (1) day of release time each academic term for planning.

ARTICLE IX. Calendar

- A. Calendars are attached hereto as Appendix C
- B. When weather conditions, mechanical malfunctions and/or other emergencies close schools to students, bargaining unit members shall not be required to report for work.
 1. When school is closed for the above reasons, the parties agree to make up only the amount of instruction time necessary to receive full state funding.
 2. A bargaining unit member intending to use paid leave time when school is closed for the reasons stated above shall suffer neither loss of leave time nor loss of salary.
 3. When school is closed for the above reasons, the Board will notify bargaining unit members by e-mail and/or telephone.

[Type here]

- C. When adverse conditions arise which affect a school and/or classroom environment (i.e., no lighting, heat below 60°F or above 85°F, no water, no fire alarm system, etc.), a plan to provide adequate educational facilities shall be shared with the bargaining unit member within 24 hours, and alternate and/or adequate facilities will be provided within 48 hours.
- D. In the event any provision of this Agreement or change in circumstance or law creates a condition whereby the District does not meet any requirement to receive full state aid, the parties agree to negotiate change that would result in full state aid.

ARTICLE X. Curriculum and Inservice

- A. The Board and Association recognize the importance of and encourage bargaining unit member involvement in the area of curriculum. The existing curriculum organization and structure as outlined in Board policy enables the bargaining unit member to advise and react to the Board on such matters as teaching techniques, courses of study, curriculum revision, curriculum guides, pupil testing and evaluation; philosophy and educational goals of the District, research and experimentation, educational specifications for buildings and related matters; textbooks and other materials; and the use of teaching aids of every kind and nature. The existing structure, organization and function of the Curriculum Council are subject to the following provisions:
 - 1. All curriculum chairpersons will be appointed by the Assistant Superintendent for Curriculum. Prior to making the appointment, the building Principal and/or the Assistant Superintendent for Curriculum will confer with staff members involved in the particular curriculum group to solicit mutual agreement.
 - 2. The curriculum leadership structure, organization, and function may not be changed or altered without a consenting majority vote of the existing curriculum council.
 - 3. Secondary Department Chairpersons and Unit Leaders who are appointed by the Assistant Superintendent for Curriculum to perform duties as assigned by the principal shall be either assigned a reduced teaching assignment or granted released time as follows:
 - a. For departments or units of up to three (3) members, at least three (3) half days.
 - b. For departments or units of four (4) to six (6) members, at least five (5) half days.
 - c. For departments or units of seven (7) or more members, at least seven (7) half days.Release time shall be requested by the department chairperson or unit leader and approved by the principal.
 - 4. The dates for curriculum committee meetings shall be established by the Assistant Superintendent for Curriculum in cooperation with building principals and curriculum chairpersons. All curriculum meetings shall be announced in advance.
 - 5. All bargaining unit members are required to attend their respective instructional unit (building, unit, and department) meetings. Bargaining unit member participation is encouraged, but not required, on all other special curriculum study committees.
 - 6. Reimbursement for various curriculum chairpersons shall be in accordance with Appendix B.
- B. For purposes of compliance with Section 1527 of the Michigan School Code (Board Provided Professional Development), the parties agree as follows with respect to the professional development time not reflected in Appendix C:
 - 1. The Wednesday professional development time in grades K-12 will be counted. The staff meeting component of this time will be excluded.
 - a. For planning purposes, the length of a professional development day for purposes of Section 1527 has been determined by the Michigan Department of Education to be the length of a full teacher work day as set forth in Article 8 (A). The content of the professional development days must meet the requirements of the Department of Education.

ARTICLE XI. Non-Teaching Professional Staff Evaluation

- A. It shall be the administration's responsibility to evaluate the work performance of all non-teaching professional staff [NTPS] members using the Holt Public Schools Standards of Practice for Related Service Providers.
- B. All monitoring and/or observation of a NTPS member's work performance shall be conducted openly and with the full knowledge of the bargaining unit member.

[Type here]

- C. Should the NTPS member disagree with the content of a written evaluation, he/she may submit his/her written objections and have it attached to the (personnel) file copy of the evaluation within ten (10) working days of receipt of said evaluation.
- D. The content of any evaluation shall not be subject to the grievance procedure; however, the procedures set forth shall be subject to the grievance procedure.
- E. A NTPS member's signature on a written evaluation shall not be interpreted to mean that he/she necessarily agrees with its content but shall be interpreted to mean that he has reviewed said material.
- F. The evaluation timelines for NTPS members who begin employment with the District after the start of the school year, shall be advanced in the school year by an equal amount of time.

ARTICLE XII. Mentor Teacher

- A. A Mentor Teacher shall be defined as a Master Teacher as identified in Section 1526 of the School Code and shall perform the duties of a Master Teacher as specified in the School Code and State Administrative Rules and Regulations. The Mentor Teacher shall be a tenured member of the bargaining unit.
- B. Each bargaining unit member new to teaching and in his/her first three (3) years in the classroom shall be assigned a Mentor Teacher by the Administration. The Mentor Teacher shall be available to provide professional support, instruction, and guidance. The purpose of the mentor assignment is to provide a peer who can offer assistance, resources, and information in a collegial fashion.
- C. Mentor Teacher shall be assigned in accordance with the following:
 - 1. Participation as a Mentor Teacher shall be voluntary.
 - 2. Mentor Teachers shall be matched with Mentees who work in the same building.
 - 3. Mentee shall only be assigned to one (1) Mentor Teacher at a time.
 - 4. The Mentor Teacher assignment shall be for one (1) academic year subject to review by the Mentor Teacher and Mentee after six (6) months from the start of the assignment. The appointment may be renewed in succeeding academic years.
 - 5. Should either the Mentor Teacher or the Mentee present cause to dissolve the relationship subsequent to the initial six (6) months, the administration will meet with the Mentor Teacher and the Mentee to determine an appropriate course of action.
- D. Because the purpose of the Mentor/Mentee match is to acclimate the bargaining unit member and to provide necessary assistance toward quality instruction, the Board and the Association agree that aspects of the relationship shall be confidential and shall not, in any manner, be a matter included in the evaluation of the Mentor Teacher or Mentee. Neither the Mentor Teacher nor the Mentee shall be permitted to participate in any matter related to the evaluation, including a plan of improvement, of the other. Further, the Mentor Teacher shall not be called as a witness in any grievance or hearing involving the Mentee nor shall the Mentee be called as a witness in any grievance or hearing involving the Mentor Teacher, where such grievance or hearing involves the character of professional services.
- E. Upon request, the Administration shall provide up to five (5) days of release time so the Mentor Teacher may work with the Mentee in his/her assignment during the regular workday. Where possible, the Mentor Teacher and the Mentee shall be assigned common preparation time.
- F. Mentees shall be provided with a minimum of fifteen (15) days of professional development instruction during their first three (3) years of classroom teaching. Professional development shall be scheduled on regular workdays and/or with the two-week periods preceding and following the work year.
- G. A Mentor Teacher shall receive an annual compensation of \$400.00.
- H. Performance responsibilities of a mentor teacher shall include but not be limited to: Work to establish a relationship with mentee based on mutual trust, respect and collegiality; provide encouragement, support, guidance and feedback when needed; help mentee feel welcomed and valued; take part in training to enhance teaching and mentoring skills; complete periodic evaluations of Mentor-Mentee program, as requested; contact mentees, minimally once a week, for formal or informal meetings; facilitate the professional development of the mentee through appropriate in-service and staff development opportunities; help mentee learn about resources, procedures, curriculum, students' needs, building and district policies, regulations and schedules;

[Type here]

promote a smooth transition between teacher training and the actual classroom setting; facilitate three-way conferences involving the mentor, mentee and principal; provide opportunities for mentee to observe the mentor and other teachers; share new and alternative materials, methods and resources with mentee; observe mentee's teaching in a classroom setting; conduct pre and post observation conferences; and assist mentee with goal-setting.

ARTICLE XIII. Qualifications and Assignments

A. Certification

1. Certified and qualified shall be defined as having a current Michigan teaching certificate with the necessary endorsements as determined by the Michigan Department of Education for the grade level and course(s) taught and must meet Highly Qualified status where it is required for the grade level and course.
 - a. W.S.I. certification shall be required for physical education in grades 7-12.
 - b. For Non-Teaching Professional Staff certified and qualified shall be defined as having current Michigan certificates and approvals for the position to which they are assigned.
 2. Bargaining unit members shall provide written notice to the Board of any change to his/her certificates, licenses, endorsements or approvals after the original filing of same with the District. This shall include notice of any additional endorsements, certificates, renewals, approvals, as well as expirations, revocations and any limitations thereon.
- B. The Board will also continue its practice of employing only substitutes who qualify under state law for substitute teaching.
- C. In cases where the Board varies from its normal practice with respect to the standard certification requirement, the Association will be given written notice of the teacher employed. The Association will be provided written notification if substitutes are employed who do not have the minimum certification under law or when substitutes are employed for more than one hundred fifty (150) consecutive working days.
- D. Bargaining unit members will be notified of their assignments for the following school year by June 25.
1. Changes beyond that date may be made in case of emergency, which shall include lack of available classrooms, inadequate financial resources, patterns of increasing or declining enrollment that are unexpected, or a lack of qualified personnel.
 2. Bargaining unit members will be notified of a change in assignment at the earliest possible date.
 3. If an assignment change is made after August 1, up to twelve (12) hours preparation time at the seminar rate will be provided prior to the beginning of the bargaining unit member's work year, or two (2) days released time, if appropriate. Appropriate support services shall be provided by the Board for the affected bargaining unit member. If a change is made during the school year, the same preparation time or two [2] days release time will be provided.
 4. The bargaining unit member may accept the assignment or may resign his/her position in the District without prejudice of any type.
 5. If a bargaining unit member is required to change buildings or classrooms as a result of their assignment, the District will provide all resources for moving supplies and materials. The District will transport from the former building/classroom to the new building/classroom all supplies and materials. The District will also transport non-District property if it is boxed (where practical) and clearly labeled by the teacher including the new building and classroom identification.

ARTICLE XIV. Shared Teaching Assignments

- A. It is agreed that shared time bargaining unit members are regular employees and subject to the terms of the Master Agreement.
- B. Job sharing shall be considered a partial leave of absence for full-time bargaining unit members.
- C. Job sharing shall be defined as two (2) bargaining unit members sharing one (1) full-time position.
1. Agreement to share a full-time job assignment shall commit the bargaining unit members and the Board to not more than one (1) school year.
 2. Upon the completion of the original assignment and by mutual agreement of the bargaining unit members, the principal and the Superintendent, bargaining unit members in job sharing assignments may:

[Type here]

- a. Renew the established job sharing assignment or
 - b. Create another job sharing assignment.
 - c. Return to his/her previous position if such position exists, or, if not, to a position for which the bargaining unit member is certified and qualified.
 - d. After more than one (1) year in a job sharing assignment, a bargaining unit member shall be returned to a position for which the bargaining unit member is certified and qualified.
 - e. If a full-time position opens during the school year in the area of certification of the shared-time position, that position may be filled on a temporary basis until the end of the school year.
- D. Job sharing information will be posted and written expressions of interest shall be submitted to the Director of Human Resources by May 7. Interested bargaining unit members will be notified of tentative shared teaching assignments by May 14 and shall have three (3) working days to accept or refuse the assignment.
- E. In order to establish a shared job assignment, the bargaining unit members and the principal involved shall, by June 1:
- 1. Schedule the work time and designate the responsibility for each class or subject, i.e., one (1) academic term on, one (1) academic term off; mornings and afternoons; class hours at the secondary level, etc.
 - 2. Provide a brief description of how the bargaining unit member responsibilities are to be shared including:
 - a. Parent-Teacher Conferences
 - b. Grade Meetings
 - c. Staff Meetings
 - d. In-services
 - e. 1/2 Days
 - f. Communication with the immediate supervisor and the process to be used
 - g. Mutual planning time/individual planning time
- F. The assignment shall become final upon mutual agreement of the bargaining unit members, principal and Superintendent after completion of such plans.
- G. Bargaining unit members in a shared assignment shall substitute in each other's absence at the discretion of the bargaining unit member; and shall be paid at the substitute rate. This applies only to sick leave days.
- H. Sick leave and business leave days shall accrue on a pro-rata basis.
- I. Bargaining unit members in a shared time assignment will be paid the pro-rata share of salary as set forth in Appendix A of the Master Agreement. The pro-rated salary of each job sharing teacher shall reflect the fraction of the full time job each teacher works.
- J. Seniority and salary credit shall accrue as if bargaining unit members were employed full time.
- K. The Board shall provide fringe benefits as specified in Article XIX of the Master Agreement.
- The bargaining unit members working only a first, second, or third academic term may have that salary paid over the length of that term or terms, over the remaining school year, or over the remaining time up to the start of the new school year.

ARTICLE XV. Vacancies, Transfers and Promotions

- A. For purposes of this Agreement, a vacancy shall be defined as a newly created bargaining unit position and/or a bargaining unit position which is currently unoccupied and for which there is no bargaining unit member with an outstanding contractual right to return.
- B. Vacancies shall be posted in each building for ten (10) calendar days. The certification requirements, any specific qualifications required for the position, as determined by the Board, and/or the qualifications as set forth in Article XIII of this Agreement, shall be posted with the vacancy notice.
- The Association President shall receive a copy of the postings.
- C. A bargaining unit member may apply for a vacancy by submitting a written letter of interest to the Director of Human Resources within the ten (10) day posting period.
- 1. All certified and qualified bargaining unit members who apply for a vacancy will receive an interview.
 - 2. Certified and qualified bargaining unit members who have an active letter of interest on file will also be granted an interview.

[Type here]

3. External applicants may be considered if no bargaining unit members respond to the posting and there are no letters of interest on file relevant to the position posted.
- D. Bargaining unit positions will be filled with a bargaining unit member if s/he meets the certification requirements and the specific qualifications required for the position as determined by the Board.
1. Vacancies occurring during the school year will be posted and filled according to the provisions of this Article.
 - a. If no properly certified and qualified bargaining unit member expresses interest in the posted vacancy, the Board may employ a long term substitute for the remainder of the school year for the unfilled position.
 - b. If a bargaining unit member fills the vacancy and another vacancy ensues, the Board may employ a long term substitute for the remainder of the school year for this second vacancy.
 - c. Any vacancy for which a long term substitute is employed shall be posted for the following school year at least ten (10) days prior to the last scheduled day of the current school calendar.
 2. External applicants may be considered if members of the bargaining unit who apply for the position are determined not to meet the certification requirements and specific qualifications established by the Board as provided in Article XIII.
 3. Bargaining unit members who are not awarded a vacancy will be provided written notice of the reasons therefore from the Board.
- E. If a vacancy is filled by a bargaining unit member during a school year, the bargaining unit member may be transferred to that position immediately, or, upon mutual agreement between the Association and the Board, at an appropriate date in the school calendar.
- F. The District shall provide notice to the Association Vice President/Membership Chair of any newly hired employees covered by this Agreement, including the employee names, hire dates, and salary within ten (10) workdays of the date of hire.
- G. When a vacancy exists after the provisions for recall have been met, the Board will post notice of such vacancies with the Ingham Clinton Education Association, MEA/NEA.
- H. The extra-duty positions enumerated in Appendix B are considered work of the bargaining unit and shall be subject to the provisions of this Article.
1. The bargaining unit member's extra-duty contract shall be renewed from year to year unless his/her services in such extra-duty position are terminated for just cause and said termination is not reversed through the grievance procedure set forth in this Agreement for those individuals assigned to such positions prior to June 30, 2010. For those who are assigned to such a position after June 30, 2010, the bargaining unit member's extra-duty contract shall be renewed from year to year unless his/her services in such extra duty position are terminated by an unsatisfactory evaluation as described in H, 2 of this article,
 2. Bargaining unit members performing flat rate extra-duty positions listed in Appendix B section 2 will be informally evaluated by the Curriculum Director, in collaboration with the building principal(s), a minimum of once during the first three (3) years in that position. Subsequent informal evaluations will be conducted as deemed necessary by the Curriculum Director.
 - a. In the event that improvements are deemed necessary by the Curriculum Director, a written evaluation will occur. This written evaluation shall:
 - i. Be based on clearly communicated expectations and responsibilities.
 - ii. Include specific
 - a. areas for improvement,
 - b. timelines for improvement, and
 - c. bargaining unit member self-evaluation.
 - iii. Demonstrate communication between the Curriculum Director and bargaining unit member.
 - b. If improvement fails to occur, an unsatisfactory written evaluation will result leading to the member being removed from the flat rate extra-duty position.
 - c. Written evaluations for flat rate extra-duty positions shall not become part of the bargaining unit member's personnel file.

[Type here]

- I. Although adult education positions are not within the scope of this Agreement, vacancies shall be posted within the bargaining unit. A bargaining unit member may apply for and be awarded a vacancy provided she/he meets the goals, objectives, and requirements of the course.
- J. Letters of interest shall be filed with the Director of Human Resources. Letters of interest shall expire each year on December 31. Bargaining unit members with a continuing interest in any position(s) may submit a new letter of interest for the ensuing year.
- K. In the event of an involuntary transfer from one building to another, the principal will meet with the bargaining unit member to discuss the reasons for the transfer. In the event the bargaining unit member, at this meeting, objects to being transferred from the building, upon the bargaining unit member's request, the Association shall be notified. The principal shall meet with the Association's representative to discuss the transfer.
 - 1. If the transfer cannot be completed at the time of the meeting with the principal, the bargaining unit member will be notified of positions in the District as they become available. Upon application, the bargaining unit member will be interviewed by the principal at the building where the position exists. If the bargaining unit member is not placed through this procedure, the Director of Human Resources will make the assignment.
 - 2. Involuntary transfers are not subject to the grievance procedure except as to whether the above procedure was followed.
- L. In case of vacancies in existing administrative positions, the Board shall consult letters of interest on file. Should new administrative positions be created, the Board shall post notice of same for ten (10) calendar days. Bargaining unit members who meet the minimum requirements and who are not awarded a position shall be provided notice, and upon request, the reasons therefore in writing.
- M. A bargaining unit member who severs his/her employment with the Holt Public Schools shall not be retained in an extra duty position except as she/he may apply for said position after same has been posted for applications from within the bargaining unit.
- N. To provide notice of vacancies as early as possible when planning for staffing in the upcoming school year, the Director of Human Resources will conduct a survey of all bargaining unit members on or before January 15 of each school year. The survey will ask each member if they desire a change in assignment or intend to leave their employment and not return to Holt Public Schools for the ensuing school year.
 - 1. Survey responses indicating a desired change in assignment will be taken into consideration as staffing decisions are made each spring. Bargaining unit members will need to submit a letter of interest to be considered for any posting.
 - 2. Bargaining unit members who provide a letter of resignation with this Staff Survey indicating the effective date of resignation as the last teacher workday of the current school year will receive an incentive at the end of the school year as follows:
 - a. A bargaining unit member who returns this survey by 4:00 p.m. on February 15 indicating an intention to retire/resign or has provided the same information prior to the survey, will receive a \$1,750 early notification incentive.
 - b. A bargaining unit member who returns this survey by 4:00 p.m. on March 1 indicating an intention to retire/resign, will receive a \$750 incentive.
 - c. Any bargaining unit member indicating an intent to retire/resign after March 1 shall receive no incentive.
 - 3. Resigning bargaining unit members may request that their resignation remain confidential. Such requests shall be honored and will not be shared outside the Human Resources Department until March 21.
 - 4. A notice of retirement/resignation will be deemed accepted and final when received. Bargaining unit members may only rescind this notice with specific written approval of the Director of Human Resources.

ARTICLE XVI. Seniority, Staff Reduction and Recall

- A. Seniority shall date from the bargaining unit member's first working day under a regular employment contract. Services as a substitute or intern teacher shall not accrue seniority. Each regularly employed full or part-time bargaining unit member shall receive a full year of seniority for each school year of employment.

[Type here]

1. Bargaining unit members on layoff shall accrue seniority.
 2. Bargaining unit members on approved leaves shall accrue seniority.
 3. A bargaining unit member's seniority shall terminate if s/he resigns, retires, or is discharged for cause by the Board.
- B. If two (2) or more NTPS members have the same seniority, the following procedure will be used at the time of layoff to determine who is laid off.
1. If one (1) NTPS member has more total teaching experience (K-12), the bargaining unit member with the most teaching experience will remain.
 2. If the NTPS members remain equal after #1 above, the bargaining unit member with the more advanced degree shall remain.
 3. If the NTPS members remain equal after #1 and #2 above, the bargaining unit member with the most semester hours beyond the degree shall remain.
 4. If NTPS members continue to remain equal, the administration will make the decision.
 5. The foregoing shall apply to NTPS members hired after July 1, 1982. The seniority list will continue as published for those employed prior to July 1, 1982.
- C. If the Board anticipates a reduction in staff, it shall, prior to taking any formal action, consult with the Association to receive recommendations; provided, however, that the decision of the Board shall be final.
- D. In the event of a reduction in staff, the order of reduction through layoff shall be according to certification, qualifications as defined in Article XIII and seniority.
- E. In the event it becomes necessary to reduce the number of NTPS members through layoff, or to reduce the number of NTPS members in a given area, field, or program, or to eliminate or consolidate positions, the Board shall determine the order of layoff; provided, however, such action shall not be contrary to section D. The Board shall give thirty (30) calendar days notice of layoff to affected NTPS members.
- F. The Board shall give written notice of recall from layoff by sending a registered or certified letter to said NTPS member at his/her last known address. It shall be the responsibility of each NTPS member to notify the Board of any change in address. The NTPS member's address as it appears on the Board's records shall be conclusive when used in connection with layoff, recall, or other notice to the NTPS member. If a NTPS member fails to report to work within ten (10) calendar days from the date of sending the recall notice, unless an extension is granted in writing by the Board, said NTPS member shall be considered as a voluntary quit and shall thereby terminate his/her individual employment contract and any other employment relationship with the Board.
- G. Any NTPS member on layoff shall be recalled in inverse order of layoff provided s/he is certified and qualified for the vacancy. No new NTPS shall be employed by the Board while there are NTPS members of the District who are laid off unless there are no laid off NTPS members with the proper certification and qualifications to fill any vacancy which may arise.
- H. It is further agreed that any layoff pursuant to this Article shall automatically terminate the individual employment contract of all laid off NTPS members and shall suspend for the duration of the layoff, the Board's obligation to pay salary or fringe benefits and any laid off NTPS member's individual or supplemental employment contract as well as all benefits under this collective bargaining agreement except that the NTPS member shall receive the pro-rata portion of the twelve (12) month fringe benefit year earned through the last day of employment.
- I. Should a laid off bargaining unit member fail to accept recall to a position which is equivalent to that occupied at the time notice of layoff was issued, the bargaining unit member shall forfeit his seniority and employment rights under this Agreement.
- J. In the event that a present administrator is transferred to a bargaining unit position, his/her assignment within the bargaining unit shall be determined by his/her certification, qualifications as defined in Article XIII and seniority status based on total length of service in the District.
- K. Any persons employed in administrative positions subsequent to September 1, 1982 and who shall later be transferred to a bargaining unit position, shall be assigned based on his/her certification, qualifications as defined in Article XIII and seniority status based on total length of teaching service in the District.

[Type here]

ARTICLE XVII. Leaves of Absence

A. Paid Leaves of Absence

1. Sick Leave

- a. Ten (10) days of sick leave shall be granted each school year with unlimited accumulation.
- b. Bargaining unit members employed for less than a full school year shall receive a pro-rata portion of days.
- c. Each absence taken by a bargaining unit member must be reported, and if necessary, changed, according to the Board approved process which shall be clearly communicated to all employees prior to the start of each school year and shall be posted on the District's website.
- d. The Employer may, for good cause, request a statement from the bargaining unit member's physician regarding the need for the use of sick leave.
- e. The Board reserves the right to require a physical or mental examination at the Board's expense and by a doctor of its choice should it seem in the best interest of the District.
- f. The Board reserves the right to require a written medical statement after the eighth (8th) consecutive workday of absence. Further, such a statement shall be mandatory in all cases of absence covered by Worker Compensation regardless of the length of absence.
- g. A written statement from an attending physician also shall be mandatory following any period of hospitalization.
- h. From accumulated sick leave, five (5) days per period of illness of a parent, spouse, child, or person for whom the bargaining unit member is principally responsible shall be granted. The intent of this provision is to provide the employee time to make arrangements for the care of the sick members of his/her family. The Board reserves the right to require a statement from the doctor in attendance. In emergencies, additional leave days, as available, will be granted on approval of the bargaining unit member's supervisor.
- i. When a bargaining unit member has exhausted his/her accumulated sick leave, he/she shall be placed on a health and hardship leave as provided in section B.2 of this Article.

2. Parental Leave

- a. A bargaining unit member may use sick leave for pregnancy and/or birth of a child in the same manner as for any other condition for which sick leave is allowed and may continue in active employment as late into the pregnancy as is medically reasonable.
- b. From accumulated sick leave, a bargaining unit member who is adopting a child shall be entitled to use twenty (20) days of his/her accumulated sick leave. Said leave shall commence upon the advice and/or requirements of the adoption agency. Should both parents be employed in the bargaining unit, each shall be entitled to use his/her sick leave as set forth herein.

3. Bereavement Leave

- a. From accumulated sick leave, a maximum of ten (10) days may be used at the time of death in the immediate family. The term "immediate family" is defined as: husband, wife, parents, grandparents, parents-in-law, brother, sister, brother-in-law, sister-in-law, child, grandchild, son-in-law, daughter-in-law, step-parent, step-brother, step-sister, step-child, or a person for whom the bargaining unit member is principally responsible.
- b. From accumulated sick leave, one (1) day may be used for attendance at a funeral of a person outside of the immediate family. If additional time is needed, it may be requested as personal business leave.

4. Personal Business Leave

- a. Two (2) days a year beyond the sick leave allowance shall be granted each school year with an accumulation of up to a total of four (4) personal business days. Personal business leave beyond this amount shall accrue as sick leave in the following year.
- b. Personal business leave shall be used only for the purpose of conducting business which is difficult to transact outside of normal school hours.

- c. Bargaining unit members shall be granted personal business leave upon written notification to the Director of Human Resources at least three (3) working days in advance of the anticipated leave. In cases of unanticipated need for business leave, the bargaining unit member shall apply as soon as possible.
 - d. It is understood that personal business leave shall not be used for recreational purposes, or to extend a holiday and/or vacation.
 - e. In the event of an emergency requiring personal business leave prior to or following such holiday and/or vacation, the bargaining unit member shall state the reason for the leave.
5. Conference Leave
- a. A bargaining unit member shall request permission from his/her principal or supervisor, as appropriate, in advance of attending any conference within the state of Michigan. Conferences outside the state of Michigan require Board approval.
 - b. Permission will be governed by the availability of a substitute, or special building situations, and the principal's judgment as to the needs of and/or benefits to the bargaining unit member and the programs or activities concerned.
 - c. Expenses will be allowed as follows: The Board adopted mileage allowance for automobile; the salary of a substitute if one is employed; lodging, actual cost (normally not to exceed \$55.00 per night); meals (not to exceed \$30.00 per day); registration fee; and if transportation is by public carrier, the most economical means.
 - d. Any bargaining unit member may make application to the principal to attend a conference at his/her own expense, except that the cost of a substitute shall be borne by the Board. Verbal or written reports may be required.
6. Professional Visitation Leave
- a. A bargaining unit member shall request permission from his/her principal or supervisor in advance of making any visitation. Visitations shall be within the state of Michigan.
 - b. Permission will be governed by the availability of a substitute, special building situations, and the number of visitations previously made. No permission will be granted for the day preceding or the day following holidays and vacations, or the first and last day of the school year.
 - c. Reimbursable expenses will be limited to the salary of a substitute if one is employed.
 - d. Visitations made by a bargaining unit member at the request of the Board shall not be subject to the limitations above. Expenses for visitations outside the District shall be allowed as outlined in above.
7. Board Required or Requested Leave
- a. Leave will be granted for attendance at a particular function when required by the Board.
8. Court Appearance Leave
- a. Leave will be granted for appearance in court necessitated by a school-related incident.
9. Jury Duty Leave
- a. Leave will be granted for jury duty. The Board shall pay the bargaining unit member's regular pay provided the bargaining unit member remits the pay received for jury duty to the Business Office.
 - b. The bargaining unit member retains the right to mileage reimbursement paid by the court.
10. Sabbatical Leave
- a. Subject to the applicable Michigan statutory provisions and any amendments thereto, the Board may, in its sole discretion, grant sabbatical leaves for study.
 - b. No more than one (1) bargaining unit member in the District shall be on sabbatical leave at any one time except in approved circumstances.
 - c. Requests shall be submitted to the Superintendent in writing on or before February 1, and finalized by May 1, of the school year prior to which the requested leave is planned.
 - d. The bargaining unit member shall have worked at least seven (7) full consecutive years in the District.

- e. The bargaining unit member shall agree to remain in the employ of the District for a period of not less than one (1) year following his/her return from sabbatical leave. The study to be pursued during the sabbatical leave shall be applicable to the field of education as determined by the Superintendent. Changing the proposed course of study without approval may result in withdrawal of the leave.
- f. The bargaining unit member will be required to file periodic reports at such times as may be mutually agreed upon between the Superintendent and the bargaining unit member.
- g. Approval for said leave will be contingent upon securing a certified teacher who is qualified to assume the applicant's duties while on leave.
- h. Upon return, the bargaining unit member shall be entitled to advance to the next step on the salary schedule provided all of the requirements of the sabbatical leave have been, in the judgment of the Superintendent, fulfilled satisfactorily.
- i. The compensation of a bargaining unit member on sabbatical leave shall be half of his/her annual base salary rate. During the sabbatical leave, the provisions of sabbatical leave shall apply, and the Board will continue to pay insurance premiums on behalf of the bargaining unit member. The bargaining unit member will be paid on the payroll dates established for that particular school year.
- j. Upon return from a sabbatical leave, the bargaining unit member shall be returned to the same position from which the leave was taken or, to an equivalent position for which s/he is certified and qualified.

11. Association Leave

- a. The Board shall grant up to twenty (20) full days of leave each year to the Association for the purpose of conducting Association business.
- b. The Association agrees to reimburse the Board for the substitute's pay.
- c. With the exception of the Association President, any one (1) bargaining unit member shall be limited to a maximum of five (5) days of Association leave in any given school year.
- d. The Association President shall endorse requests for the use of Association leave days.
- e. Attendance at conferences sponsored by the NEA, MEA or affiliated organizations which relate to curriculum are to be authorized via the Conference Leave procedure and shall not be counted as Association leave days.
- f. Association leave shall not be granted for activities in relation to or in support of any work stoppage or strike.

B. Unpaid Leaves of Absence

1. Parental Leave

- a. Upon request, a bargaining unit member shall be entitled to an unpaid parental leave of absence for a period of up to one (1) year. This parental leave shall be available for the birth of a child, the placement of a child for adoption or foster care and for the first year care of a child. For such a leave, the provisions of the Family Medical Leave Act, set forth in this Article shall also apply.
- b. In the case of the birth of a child, a bargaining unit member may commence this leave before or after the birth of the child. In the event of the child's death and upon the bargaining unit member's request, the parties to this Agreement may mutually agree to terminate the leave.
- c. A bargaining unit member shall notify the District in writing of his/her desire to take such a leave and his/her intent to return, no less than thirty (30) calendar days prior to the date on which the leave is to begin or end. If the date of the birth or placement requires the leave to begin in less than thirty (30) calendar days, the bargaining unit member shall provide such notice upon receipt of the requisite information.
- d. The bargaining unit member and the District may mutually agree that a leave may be taken on either an intermittent or reduced leave schedule basis. A reduced leave schedule means a leave schedule that reduces the bargaining unit member's regularly assigned hours in a workweek or workday.
- e. For bargaining unit members who have been employed for at least twelve (12) months by the District and who work at least half time, the following conditions shall apply to twelve (12) weeks of the leave:

[Type here]

- i. Any health, dental, and/or vision insurance shall be continued, with the premiums paid by the District, at the level and under the conditions the same would have been provided if the bargaining unit member had continued in employment during the leave period.
 - ii. If the bargaining unit member does not return to work after the expiration of the leave, the bargaining unit member shall reimburse the District for the cost of the premiums paid by the District for his/her insurance during the twelve (12) week period of the leave, unless the bargaining unit member did not return to work due to circumstances beyond his/her control.
 - f. Upon return, a tenured bargaining unit member shall be returned to the same position from which the leave was taken if such position exists, or, if such position has been eliminated, to an equivalent position for which he/she is certified and qualified.
 - g. Upon return, a probationary bargaining unit member shall be re-employed provided there is a vacancy for which the bargaining unit member is certified and qualified.
 - h. In case of reduction in staff during the leave period, the provisions at Article XVI shall govern for non-teaching professional staff.
 - i. The Board reserves the right to fill a position which is vacant under the provisions herein with a long-term substitute.
2. Health and Hardship Leave
 - a. Any Bargaining unit member whose personal illness extends beyond the period covered by accumulated sick leave and who qualifies for long-term disability shall be placed on health and hardship leave for the period of time necessary for complete recovery, but not to exceed one (1) calendar year from the date of inception of the leave.
 - b. Upon recovery, the bargaining unit member shall be required to submit a physician's statement attesting to the bargaining unit member's ability to fully perform the duties of his/her position.
 - c. The Board reserves the right to require an examination by a physician of the Board's choice and at its expense. In the event of a conflict between the statement from the bargaining unit member's physician and that of the Board's regarding the bargaining unit member's fitness to return, the statement from the Board's physician shall be controlling.
 - d. In the event the bargaining unit member presents acceptable evidence of recovered health as provided above within one (1) year from the date he/she last worked, the bargaining unit member shall be reinstated to the same position he/she vacated, provided it still exists, or an equivalent position, if the same position no longer exists.
 - e. Should the illness or disability be of such an extent that the bargaining unit member is unable to present acceptable evidence of recovered health within one (1) year, the bargaining unit member may be re-employed provided there is a vacancy for which the bargaining unit member is certified and qualified at the time of recovery.
 - f. The Board reserves the right to fill a position which is vacant due to health and hardship with a long-term substitute.
 - g. A bargaining unit member on a health and hardship leave may be eligible for the benefits under a Family Medical Leave.
3. Family Medical Leave
 - a. Bargaining unit members who have been employed for at least twelve (12) months and who work at least half time, shall be eligible for twelve (12) weeks of a family medical leave during each fiscal year, July 1 to June 30.
 - b. A bargaining unit member may take a combined total of twelve (12) work weeks of family medical leave for the care of a serious health condition of the bargaining unit member's spouse, child or parent, or the bargaining unit member himself/herself where the condition results in the member being unable to perform the responsibilities of his/her position. This leave may run concurrently with another leave in this Article.

- c. For purposes of a family medical leave, child includes biological and adopted children, foster children, step children, and legal wards who are under eighteen (18) years of age or who are incapable of self-care because of a mental or physical disability.
- d. For purposes of a family medical leave, parent includes a biological parent or an individual who stood in a "loco parentis" to the bargaining unit member when the bargaining unit member was a child.
- e. For purposes of a family medical leave, a serious health condition is defined as an illness, injury, impairment or physical or mental condition which involves inpatient care in a hospital or medical care facility or continuing treatment by a health care provider.
- f. If the need for a family medical leave is foreseeable based on planned medical treatment of the bargaining unit member or the bargaining unit member's child, spouse or parent, a bargaining unit member shall make a reasonable effort to schedule the treatment so as not to unduly disrupt the regular operation of the District, subject to the approval of the health care provider. The bargaining unit member shall provide the Director of Human Resources with thirty (30) calendar days written notice prior to the date the leave is to commence; however, where the need is not foreseeable or if the date of the planned medical treatment requires the leave to begin in less than thirty (30) calendar days, the bargaining unit member shall provide such notice upon his/her receipt of the requisite information.
- g. Any health, dental and/or vision insurance shall be continued with the premiums paid by the District at the level and under the conditions that coverage would have been provided if the bargaining unit member had continued in employment during the leave period. If the bargaining unit member does not return to work after the expiration of the leave, the bargaining unit member shall reimburse the District for the cost of the premiums paid by the District for his/her insurance, unless the bargaining unit member did not return to work due to circumstances beyond his/her control.
- h. A bargaining unit member shall have the right to take the leave intermittently or on a reduced leave schedule when medically necessary, subject to sections i and j below. A reduced leave schedule means a leave schedule that reduces the bargaining unit member's regularly assigned hours in a workweek or workday. The use of a leave intermittently or on a reduced leave schedule shall reduce the twelve (12) week leave period only by the amount of leave actually taken.
- i. A bargaining unit member principally employed in an instructional capacity taking a leave on an intermittent or reduced leave schedule basis for a planned medical treatment, which would result in being absent from work more than twenty (20%) percent of the total number of working days in the leave period, may be required to either: (i) take the leave for period(s) of a particular duration, not to exceed the duration of the planned medical treatment or (ii) to transfer temporarily to an available alternate position for which he/she is certified and qualified and which better accommodates recurring period(s) of leave. Such a transfer shall be to an equivalent position with compensation and benefits as provided in this Agreement.
- j. When leave on an intermittent or reduced leave schedule is for planned medical treatment, the Board reserves the right to require a certification from the health care provider of the bargaining unit member, or of the bargaining unit member's spouse, child, or parent, as the case may be. All certifications shall state: the dates treatment is expected to be given, the duration and schedule of the treatment, and the medical necessity for the intermittent or reduced leave schedule. When the leave is for a bargaining unit member's spouse, child, or parent, the certification shall also state that leave on an intermittent or reduced schedule for the bargaining unit member is necessary for the care of the spouse, child, or parent, and will assist in their recovery.
- k. The bargaining unit member may elect to use his/her accumulated sick leave, personal business leave and/or any combination thereof for all or any part of a Family Medical leave.
- l. The Board reserves the right to require certification from the health care provider of the bargaining unit member, or of the bargaining unit member's spouse, child, or parent, as the case may be. All certifications shall state: the date on which the serious health condition commenced, the probable duration of the condition, and the diagnosis and intended treatment of the condition. When the leave is for a bargaining unit member's spouse, parent, or child, the certification shall also state that the bargaining unit member is necessary for the care of such an individual and an estimate of the amount of

time that the bargaining unit member is needed for such care. When the leave is for a bargaining unit member, the certification shall also state that the bargaining unit member is unable to perform the responsibilities of his/her employment. The Board may require that the bargaining unit member obtain subsequent re-certifications on a reasonable basis.

- m. The Board reserves the right to require, at its expense, the opinion of a second health care provider designated by the Board concerning any certified information provided above. Where the second opinion differs from the opinion in the original certification, the Board reserves the right to require, at its expense, the opinion of a third health care provider designated or approved jointly by the Board and the bargaining unit member, whose opinion shall be final and binding.
 - n. A bargaining unit member, upon return from a leave, shall receive salary schedule credit and accumulation of seniority and shall be re-employed in the same position from which the leave was taken if such a position exists, or if such a position has been eliminated, to an equivalent position for which the bargaining unit member is certified and qualified.
 - o. The following provisions shall apply to periods of leaves near the conclusion of an academic term for bargaining unit members who are employed principally in an instructional capacity:
 - i. If a bargaining unit member begins a leave five (5) or more weeks prior to the end of a school term, and the period of the leave is more than three (3) weeks, the Board may require the bargaining unit member seeking to return from the leave within the last three (3) weeks of an academic term to wait to return from the leave until the start of the next academic term.
 - ii. If a bargaining unit member begins a leave due to the serious health condition of a spouse, child or parent less than five (5) weeks prior to the end of a school term, and the period of the leave is more than two (2) weeks, the Board may require the bargaining unit member seeking to return from the leave within the last two (2) weeks of an academic term to wait to return from the leave until the start of the next academic term.
 - iii. If a bargaining unit member begins a leave due to the serious health condition of a spouse, child or parent less than three (3) weeks prior to the end of a school term, and the period of the leave is more than five (5) work days, the Board may require the bargaining unit member to continue on the leave until the end of the academic term.
 - p. The terms and provisions of this leave section shall be construed in light of the Federal Family and Medical Leave Act of 1993, as amended.
 - q. In recognition of the confidential nature of the required certifications set forth herein, all such information shall be requested by and submitted to the Director of Human Resources.
4. Study Leave
- a. Upon written application, a bargaining unit member who has been employed by the Board for at least five (5) years will be granted an unpaid study leave for a period not to exceed one (1) school year; provided, however, no more than three (3) bargaining unit members will be on study leave in any given year. If more than three (3) applications are filed for any given year, applications will be considered in order of the filing dates.
 - b. A bargaining unit member planning to take such leave shall give written notice to the Director of Human Resources as soon as possible prior to the school year in which the leave will be taken and shall file a formal written application no later than April 1 of said preceding year.
 - c. Leave shall not be granted unless the Board has employed a suitable replacement for the bargaining unit member by June 15.
 - d. If no replacement has been employed, the bargaining unit member shall not be granted leave under this provision but may apply and shall be granted a general leave, subject to the terms and conditions applicable to such leave, as provided elsewhere in this Agreement.
 - e. Upon return from leave, a bargaining unit member shall be reinstated to the position from which the leave was taken provided said position still exists or if not, to a position for which the bargaining unit member is certified and qualified.

- f. The bargaining unit member will be required to take at least nine (9) semester hours of credit each semester or nine (9) term hours each quarter at an institution of higher education which is accredited by the North Central Association of Colleges and Secondary Schools, or its equivalent.
 - g. The bargaining unit member will advance on the salary schedule as he/she would have advanced had he/she been employed by the Board.
 - h. The Board shall have the right to fill a position which is vacant due to a study leave with a long-term substitute.
 - i. Should a reduction in staff occur during the leave period, the provisions of Article XVI shall govern for non-teaching professional staff.
 - j. Bargaining unit members shall provide written notice to the Director of Human Resources of his/her intent either return or resign by March 1 of the year in which the leave expires.
5. Armed Services Leave
- a. A leave of absence shall be granted to a bargaining unit member who is inducted or enlists for one (1) period of enlistment in any branch of the Armed Forces of the United States or shall be granted a leave in accordance with federal or state law.
 - b. Upon completion of such service, reinstatement shall be in accordance with the requirements of the applicable laws of the United States. Regular salary increments and seniority shall accrue.
6. General Leave
- a. The Board may grant a general leave.
 - b. Requests for general leave shall be submitted in writing to the Director of Human Resources. Bargaining unit members requesting a general leave shall indicate the reason for which the leave is requested.
 - c. All general leaves shall be limited to one (1) year. Extensions may be granted by the Board.
 - d. Salary increments shall not accrue.
 - e. Sick leave shall not accrue, but unused sick leave held at the start of the leave, shall be retained.
 - f. The Board shall have the right to fill a position which is vacant due to a general leave with a long-term substitute.
 - g. The bargaining unit member shall provide written notice to the Director of Human Resources of his/her intent to either return or resign 20 workdays prior to the expiration of the leave.
 - h. Early reinstatement during the school year shall be at the discretion of the Board. A bargaining unit member who provides timely notice of his/her intent to return for the following year, and who meets the other leave provisions shall be returned to a position for which the bargaining unit member is certified and qualified.
7. MEA/NEA Service Leave
- a. A leave of absence of up to three (3) years shall be granted to any bargaining unit member upon application for the purpose of serving full time in an elective office of the MEA or NEA.

ARTICLE XVIII. Compensation

- A. The basic salaries of bargaining unit members shall be as set forth in Appendix A which is attached to and incorporated into this Agreement. Said salaries shall remain in effect for the designated periods.
- 1. Pay periods shall be twice per month during the entire year with no fewer than 13 days and no more than 17 days between paydays. The pay periods may be based on either a ten (10) or twelve (12) month year at the option of the bargaining unit member. Unless the Director of Human Resources is notified otherwise by no later than August 1, the bargaining unit member will be presumed to have selected the twelve (12) month plan. Those selecting the ten (10) month plan shall remain on this plan for the entire school year.
 - 2. Once designated, the ten (10) month pay plan shall continue in effect from year to year unless revoked by the bargaining unit member prior to August 1 in any school year.
 - 3. Payments and reimbursements to employees shall be made by direct deposit.

[Type here]

- B. Upon employment with the District, bargaining unit members may be granted up to full credit on the salary schedule for years of outside teaching experience in a school district accredited by a recognized accrediting agency. Such experience credit will be determined by the Superintendent. The Superintendent may, in his/her discretion, grant up to full credit on the salary schedule for experience related to K-12 teaching.
- C. If a bargaining unit member receives an overpayment of funds for salary or other amounts and it has been determined that there has been such an overpayment, the Board will, pursuant to MCLA 408.477; MSA 17.277(2), deduct the overpayment from the bargaining unit member's wages. If the overpayment has occurred over a period of time, such deductions shall also be made over an equal amount of time.
- D. Upon qualification for additional salary due to an advanced degree and/or additional hours, a bargaining unit member shall be advanced to the appropriate new salary schedule.
1. In order to qualify for advancement on the salary schedule, the bargaining unit member will provide the Director of Human Resources with supporting documentation prior to September 30 and January 30 each year. Written confirmation that the bargaining unit member has completed said hours and/or degree from the college registrar shall be deemed sufficient documentation. An official transcript of the work shall be submitted as soon thereafter as possible.
 2. A bargaining unit member, who submits the necessary documentation in accordance with section 1 above, shall be paid retroactive to the first day of the school year or January first, as the case may be.
 3. A unit member who submits the necessary documentation after September 30 and/or after January 30 shall not be entitled to retroactive pay, but shall qualify with the first pay of the next qualifying period.
 4. In order to be approved, additional degrees and/or hours shall be applicable to the teaching field unless otherwise approved by the Director of Human Resources.
 5. Effective October 1, 1991 advancement to the MA+ salary schedules requires that the credits be earned subsequent to the acquisition of a Master's Degree.
 6. MA+ credits must come from approved institutions only. The "Directory of Michigan Institutions of Higher Education" document, produced by the Office of Postsecondary Services, Michigan Department of Labor & Economic Growth shall be the list of approved institutions within the state of Michigan. Non-public institutions of higher education not within the state of Michigan must have prior approval by the Director of Human Resources issued on a case-by-case basis.
- E. The MA+20 salary schedule provides incentive compensation to bargaining unit members who pursue and acquire additional professional skills related to their teaching.

Said salary schedule compensates bargaining unit members who add to their qualifications through individual effort above and beyond those professional development activities provided by the District during the bargaining unit member's workday.

Accordingly, qualification for credit on the MA+20 salary schedule shall be governed by the following:

1. The terms, "course work", as used herein shall be defined as those college/or university courses that are taken outside of a degree program.
2. SCECHs as used herein shall be defined as professional development acquired through seminars, conferences, workshops, etc. 30 SCECH hours shall be credited as one (1) college/university semester credit hour.
3. The course work or SCECHs shall have been approved in advance by the Director of Human Resources.
4. The course work or SCECHs shall have been pursued at times other than during the bargaining unit member's scheduled workday.
5. The cost(s) of course work or SCECHs, if any, shall not be borne by the District.
6. Upon qualification for additional salary due to additional hours including SCECHs, a bargaining unit member shall be advanced to the appropriate new salary schedule at the beginning of each the school year or January first, as the case may be.
 - a. In order to qualify for advancement on the salary schedule, the bargaining unit member will provide the Director of Human Resources with supporting documentation prior to September 30 and January 30 each year. Written confirmation that the bargaining unit member has completed additional hours from

[Type here]

the college registrar shall be deemed sufficient documentation. An official transcript of the work shall be submitted as soon thereafter as possible.

- b. Written confirmation from the program sponsor that the bargaining unit member has completed the number of SCECH hours of instruction previously approved by the Director of Human Resources or a SCECH certificate will be deemed sufficient documentation.
7. A bargaining unit member who submits the necessary documentation in accordance with section 6 above, shall be advanced to the appropriate salary schedule effective the first day of the school year or January first, as the case may be, and paid retroactive to the first day of that period.
8. A bargaining unit member who submits the necessary documentation after September 30 and/or after January 30 shall be advanced to the appropriate salary schedule effective the first day of the succeeding qualifying period and shall not be entitled to retroactive pay.
9. Effective October 1, 1991 advancement to the MA+ salary schedules requires that the hours or SB-CEUs be earned subsequent to the acquisition of a Master's Degree.
- F. Longevity as set forth in Appendix A is payment for continued service in the District. Beyond step 12, said payment shall be added to the salary for each step up to and including step 28 for only the 2017-2018 school year.
- G. If by mutual consent, a bargaining unit member shall teach more than the normal teaching load as set forth in Article VIII, he/she shall receive an additional amount of his/her annual base salary for the duration of said assignment. This amount shall be proportional based upon actual student contact time (i.e., in a five period school day, it would be an additional 0.25 FTE).
- H. A bargaining unit member required in the course of his/her work to drive his/her personal automobile, shall receive the IRS allowance as of July 1 each year for travel within and outside of the District provided he/she receives prior written approval. Unit members who travel regularly shall receive approval and reimbursement every month.
- I. Extra-duty assignments shall be compensated in accordance with Appendix B which is attached to and incorporated into this Agreement.

ARTICLE XIX. Insurance Benefits

- A. The Employer shall pay the premiums for one (1) of the following MESSA Plans for a full twelve (12) month period for the bargaining unit member and his/her eligible dependents as defined by MESSA. Bargaining unit members not electing Package A or Package C or Package D or Package E will select Package B.
 1. Package A
 - a. Choices (\$500/1,000 annual deductible, \$20/\$25/\$50 (OV/UC/ER), 0% coinsurance, and Saver Rx)
 - b. Delta Dental Plan (80/80/80/80: \$1,000 Annual Max; \$1,300 Orthodontic Lifetime Max)
 - c. \$25,000 Negotiated Life Insurance with AD & D (including that which is associated with the medical plan)
 - d. Vision Care, VSP 2
 2. Package B
 - a. The Employer shall provide a monthly prorated cash option of the single subscriber hard cap amount adjusted annually beginning on January 1, 2018, to 90% of the maximum payment permitted by Section 3 of the Publicly Funded Health Insurance Contribution Act. The Employer shall provide a monthly-prorated cash option of the single subscriber hard cap amount adjusted annually beginning on January 1, 2018, and each year thereafter, to 80% of the maximum payment permitted by Section 3 of the Publicly Funded Health Insurance Contribution Act. Bargaining unit members may elect to apply the cash toward any of the MESSA non-taxable variable health options and/or an annuity as defined by Section 403[b] of the Internal Revenue Code. Bargaining unit members who elect to continue the annuity option may do so by entering into a salary reduction agreement with the Employer.
 - b. Delta Dental Plan (80/80/80/80: \$1,000 Annual Max; \$1,300 Orthodontic Lifetime Max)
 - c. \$30,000 Negotiated Life Insurance with AD & D
 - d. Vision Care, VSP 3

[Type here]

3. Package C
 - a. ABC Plan 1 (with “Health Equity” (HEQ) Health Savings Account (HSA)) annual in network deductible as indexed by the IRS (\$1,400/\$2,800) with ABC Rx).
 - b. Delta Dental Plan (80/80/80/80: \$1,000 Annual Max; \$1,300 Orthodontic Lifetime Max)
 - c. \$25,000 Negotiated Life Insurance with AD & D (including that which is associated with the medical plan)
 - d. Vision Care, VSP 2
 4. Package D
 - a. Choices (\$1,000/\$2,000 annual deductible, \$20/\$25/\$50 (OV/UC/ER), 10% coinsurance, and Saver Rx)
 - b. Delta Dental Plan (80/80/80/80: \$1,000 Annual Max; \$1,300 Orthodontic Lifetime Max)
 - c. \$25,000 Negotiated Life Insurance with AD & D (including that which is associated with the medical plan)
 - d. Vision Care, VSP 2
 5. Package E
 - a. ABC Plan 2 (with “Health Equity” (HEQ) Health Savings Account (HSA)) \$2,000/\$4,000 annual in network deductible with ABC Rx)
 - b. Delta Dental Plan (80/80/80/80: \$1,000 Annual Max; \$1,300 Orthodontic Lifetime Max)
 - c. \$25,000 Negotiated Life Insurance with AD & D (including that which is associated with the medical plan)
 - d. Vision Care, VSP 2
 6. Should spouses both be employed in bargaining unit positions, one will be eligible to select Package A, Package C, Package D, or Package E and the other will be eligible to select Package B.
 7. In addition to the foregoing, the Employer shall pay the premiums for MESSA negotiated long-term disability insurance to provide the following:
 - a. 70% of salary
 - b. \$5,000 maximum per month payment
 - c. 2 year Waiver of Premium on health care included
 - d. All other income off-sets
 - e. 2 year limit nervous/mental, alcohol and substance abuse
 - f. 2 year own occupation provision
 - g. 60 calendar modified fill waiting period
- B. Bargaining unit members employed for half time shall be eligible for Single Subscriber insurance coverages listed in paragraph A above, with the Employer paying the medical premiums at the Single Subscriber rate listed in paragraph C below. The Employer shall not pay for any insurance for bargaining unit members employed for less than half time.
- C. Premium Payments:
1. The District shall pay the following annual amounts towards the total cost of the MESSA medical premiums described above:
 - a. \$6,818.87 for Single Subscribers.
 - b. \$14,260.37 for 2-person Subscribers.
 - c. \$18,596.96 for Family Subscribers.
 - d. \$7,043.89 for Single Subscribers beginning January 1, 2021.
 - e. \$14,730.96 for 2-person Subscribers beginning January 1, 2021.
 - f. \$19,210.66 for Family Subscribers beginning January 1, 2021.
 2. These annual employer paid amounts shall be adjusted annually beginning on January 1, 2018 and January 1 of each following plan year, to the maximum payment permitted by Section 3 of the Publicly Funded Health Insurance Contribution Act.
 3. For those bargaining unit members electing for MESSA ABC Plan 1 or MESSA ABC Plan 2, the employer will electronically transfer 85% of the MESSA ABC Plan 1 annual deductible amount annually to each member’s HEQ HSA on January 1 of each year.

[Type here]

- a. The remainder of the total annual employer cost shall pay the annual medical premium.
 - b. Employees may contribute, through payroll deduction and electronic transfer, additional money toward their HEQ HSA up to the maximum amounts allowed by Federal law.
4. The remaining annual cost for the employee's elected medical plan premiums, taxes, and fees shall be paid by the employee through equally prorated payroll deduction.
 5. All non-medical MESSA Package A, Package B, Package C, Package D, and Package E benefits described herein shall be fully employer paid.
- D. The Employer has adopted a qualified plan under which bargaining unit members receive cash in lieu of medical coverage offered by the Employer, including a salary reduction agreement, which complies with Section 125 of the Internal Revenue Code, thereby permitting a bargaining unit member to reduce salary by the amount of any health insurance premium before federal, state and FICA taxes are deducted. Bargaining unit members may enter into a salary reduction agreement with the Employer for the purposes of paying the difference between the premiums paid by the Employer and the cost of his insurance program and having same payroll deducted with pre-tax dollars.
- E. The insurance coverage year for all eligible bargaining unit members shall be September 1, 2017 through December 31, 2018. The insurance coverage year shall be January 1 through December 31 thereafter.
- F. Insurance provided by the Board under the health insurance options above, shall cover the bargaining unit member only, or the bargaining unit member and his/her spouse, or full family coverage, as the bargaining unit member is eligible. Half-time bargaining unit members shall be covered as specified in section B above.
- Sponsored dependents may be enrolled in hospital medical insurance benefits provided the bargaining unit member pays the premiums in advance in equal installments through payroll deductions. Where the bargaining unit member is on school year payroll, the summer premiums will be collected in advance throughout the school year.
- G. In order to provide for an orderly transfer of coverage for bargaining unit members wishing to change options, an open enrollment period shall be designated in cooperation with the carrier annually.
- H. Once coverage is designated, it shall not be altered except as birth or adoption, marriage, divorce, loss of employer sponsored health insurance, social security eligibility or death or change in dependent status is involved or until the next open enrollment period.
1. Bargaining unit members are required to notify the Human Resources office of any such changes within thirty (30) calendar days of the change. Bargaining unit members failing to do so shall reimburse the District for any unnecessary premiums paid on the bargaining unit member's behalf.
 2. If a qualifying event results in a change of coverage, employee payment shall be adjusted accordingly. Should the employee change from a MESSA ABC Plan to another Package, the employee shall repay any amount greater than the employer maximum payment permitted by Section 3 of the Publicly Funded Health Insurance Contribution Act.
- I. For present bargaining unit members, the Board shall continue its contribution toward such benefits the first of the month following ratification.
- J. For new bargaining unit members employed and on the job on or before the 15th day of any month, the contribution shall begin the first of the following month. For those employed subsequent to the 15th of any month, the contribution shall begin the first of the second succeeding month, except that bargaining unit members employed for a new school year, shall be covered beginning September 1.
- K. For bargaining unit members leaving the payroll prior to the 15th of any month, the contributions shall cease with that month. The Board will consider a bargaining unit member to have left the payroll at the end of ten (10) working days after the bargaining unit member is not working and has exhausted sick leave and business leave. If this day falls on or before the 15th of the month, the bargaining unit member will assume next month's premium and if this day is after the 15th of the month, the Board will pay next month's premium with the bargaining unit member paying subsequent premiums. In determining the question of "leaving the payroll", the date of actual payment to the bargaining unit member will not be used for any purpose.
- L. For bargaining unit members leaving the payroll for reasons of health, their health and LTD insurance will be continued by the Board for two (2) additional months.

[Type here]

- M. Bargaining unit members who resign effective at the end of a school year after having been employed the entire school year, shall have their Board-paid insurance coverages extended through the following August 31.
- N. A bargaining unit member who is on an unpaid leave of absence and/or layoff status may continue his/her benefits for up to one (1) year through the Employer by paying the group premiums in advance.
- O. Bargaining unit members are covered by the Worker Compensation Act for work-related injury or illness. In the event of a work-related injury or illness, the bargaining unit member shall be paid at his regular rate, but time lost from work is chargeable against the bargaining unit member's accumulated sick leave.

After the five (5) workday waiting period, the bargaining unit member is eligible for Worker Compensation benefits, and his pay will be reduced to the difference between said Worker Compensation benefits and his regular rate. Sick leave will be charged on a pro-rata basis computed on the relationship of his differential pay to his regular rate of pay subject to the requirements of Section 354 of the Workers Compensation Act as amended.

ARTICLE XX. Retirement

- A. Upon a bargaining unit member's retirement, in accordance with the requirements of the Michigan Public School Employees Retirement Act, the Board shall pay a terminal leave pay as determined by the sum of (1) and (2) below if the bargaining unit member has at least ten (10) years of continuous employment with the District.
 - 1. \$150.00 per year of employment in the District, or
 - 2. \$75 per unused sick leave day, with no limit on accumulation.
 - 3. Retirement benefits outlined in this article shall terminate upon the death of the retiree as it is not intended as a benefit for survivors.
 - 4. The bargaining unit member will not receive the terminal leave pay until s/he has presented proof of retirement from the Michigan Public School Employees Retirement System.
 - 5. The Board requires thirty (30) days notice prior to the date of retirement. Failure to provide the prescribed notification may void the bargaining unit member's entitlement to the assistance pay provisions of this Agreement.
 - 6. To determine the level of pay, the Board will use the age of the bargaining unit member at the time of retirement.
- B. The terminal leave pay shall be paid in the form of a non-elective employer contribution into the District's 403(b) Plan.
 - 1. The employee shall not have the option to direct the payments be contributed to another plan or to elect to receive the payments in cash.
 - 2. The contribution on behalf of an employee shall be made as soon as administratively possible but in no case later than December 31 of the year in which the employee terminates employment with the District.

ARTICLE XXI. Public School Academies

- A. Should the Employer decide to grant a contract to organize and/or operate a Public School Academy, the Association shall be notified prior to same becoming operational.
- B. The wages, hours, terms and conditions of employment of bargaining unit members who work in a Public School Academy shall be governed by the Master Agreement.
- C. Should the Public School Academy provisions of the School Code be amended or repealed, same shall be subject to negotiation between the parties within thirty (30) calendar days of such amendment or repeal.

ARTICLE XXII. Miscellaneous Provisions

- A. If any provision of this Agreement or any application of this Agreement to any bargaining unit member, the Association, the Board or a member of the Board, shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- B. Copies of this Agreement will be printed at the expense of the Board and presented to all bargaining unit members now employed or hereafter employed by the Board during the term of this Agreement.

[Type here]

- C. Neither party shall have any control over the selection of the negotiating representative of the other and each may select its own representatives. No final agreement between the parties may be executed without ratification by the Board and by the members of the Association, but both parties agree that representatives selected by each shall be empowered with the authority to make proposals, in the course of negotiations, subject only to such ultimate ratification.
- D. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties to this Agreement in writing and signed amendment to this Agreement.
- E. The parties agree to meet at mutually convenient times during the life of this Agreement to review the language of the Agreement and seek mutual understanding on its interpretation.
- F. Individual contracts between the Board and individual bargaining unit members shall be subject to the terms and conditions of the Master Agreement. If any individual contract contains any language inconsistent with this Agreement, this Agreement, for its duration, shall govern.

ARTICLE XXIII. Duration of Agreement

Once ratified by both parties, this Agreement shall be effective from July 1, 2020 through June 30, 2022. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated. At a time mutually agreeable, but not later than April 1, 2022, the parties shall meet to begin negotiations on a successor agreement.

EDUCATION ASSOCIATION

BY _____

Its President Date

BY _____

Its Secretary Date

BY _____

Chairman, Negotiation Committee Date

BOARD OF EDUCATION

BY _____

Its President Date

BY _____

Its Secretary Date

BY _____

Chairman, Negotiation Committee Date

APPENDIX A: Salary Schedule:

One year of experience yields a one (1) step increase

2020-2021				+0.5%	2021-2022				+1%
Step	BA	MA	MA+20		Step	BA	MA	MA+20	
1	\$39,546	\$39,546	\$39,546		1	\$39,941	\$39,941	\$39,941	
2	\$41,524	\$43,600	\$45,779		2	\$41,939	\$44,036	\$46,237	
3	\$43,600	\$45,780	\$48,067		3	\$44,036	\$46,238	\$48,548	
4	\$45,780	\$48,068	\$50,471		4	\$46,238	\$48,549	\$50,976	
5	\$48,068	\$50,472	\$52,995		5	\$48,549	\$50,977	\$53,525	
6	\$50,472	\$52,996	\$55,644		6	\$50,977	\$53,526	\$56,200	
7	\$52,996	\$55,645	\$58,427		7	\$53,526	\$56,201	\$59,011	
8	\$55,645	\$58,428	\$61,347		8	\$56,201	\$59,012	\$61,961	
9	\$58,428	\$61,349	\$64,414		9	\$59,012	\$61,963	\$65,059	
10	\$61,349	\$64,416	\$67,635		10	\$61,963	\$65,061	\$68,312	
11	\$63,189	\$66,349	\$69,665		11	\$63,821	\$67,013	\$70,361	
12	\$65,085	\$68,339	\$71,755		12	\$65,736	\$69,022	\$72,473	
13	\$66,386	\$69,706	\$73,190		13	\$67,050	\$70,403	\$73,922	
14	\$67,715	\$71,100	\$74,653		14	\$68,392	\$71,811	\$75,400	
15	\$69,069	\$72,522	\$76,147		15	\$69,759	\$73,247	\$76,908	
16	\$70,451	\$73,973	\$77,669		16	\$71,155	\$74,713	\$78,446	
17	\$71,860	\$75,452	\$79,223		17	\$72,578	\$76,207	\$80,015	
18	\$73,297	\$76,961	\$80,807		18	\$74,030	\$77,730	\$81,615	
19	\$74,762	\$78,501	\$82,424		19	\$75,510	\$79,286	\$83,248	
20	\$76,257	\$80,070	\$84,072		20	\$77,020	\$80,871	\$84,913	
21	\$76,638	\$80,470	\$84,492		21	\$77,405	\$81,275	\$85,337	
22	\$77,022	\$80,873	\$84,914		22	\$77,792	\$81,682	\$85,764	
23	\$77,407	\$81,277	\$85,340		23	\$78,181	\$82,090	\$86,193	
24	\$77,794	\$81,683	\$85,766		24	\$78,572	\$82,500	\$86,623	
25	\$78,183	\$82,092	\$86,195		25	\$78,965	\$82,913	\$87,057	
26	\$78,574	\$82,502	\$86,626		26	\$79,360	\$83,327	\$87,492	
27	\$78,967	\$82,916	\$87,059		27	\$79,757	\$83,745	\$87,930	
28	\$79,362	\$83,330	\$87,494		28	\$80,155	\$84,163	\$88,369	

APPENDIX B: Extra-Duty Positions and Salaries

Extra-duty payments shall be spread evenly over the 10-month pay plan chosen as outlined in Article XVIII and made as follows:

Recommendation for Human Resource Action forms of continuing extra-duty positions must be presented to the member prior to the final day of school. Members accepting new extra-duty positions shall receive the forms within fourteen (14) calendar days of accepting the position or the final day of school, whichever is later.

The District shall pay in the first pay of the school year, those extra-duty positions for which documentation has been signed by the appropriate administrator and employee and which are received in the Human Resource Office by July 15.

The District shall pay in the subsequent pays of the school year, those extra-duty positions for which documentation has been signed by the appropriate administrator and employee and which are received in the Human Resource Office after July 15.

1. Percentage rated positions are based on years of experience in the activity and are applied to the bargaining unit member's degree track on Appendix A. [For example, teacher on salary step 10 and MA+20 degree lane, who will be coaching golf for the 5th year, would be compensated at 7% of the step 5, MA+20 lane salary amount]

Athletics

Baseball/Softball

Varsity Coach	9%
Junior Varsity Coach	7%
9 th Grade Coach	6%

Basketball

Varsity Coach	10%
Junior Varsity Coach	8%
9 th Grade Coach	7%
8 th Grade Coach	6%
7 th Grade Coach	5%

Bowling

Varsity Coach	7%
---------------	----

Cross Country

Varsity Coach	7%
Assistant Coach	6%
Jr. High Coach	5%

Competitive Cheer

Varsity Coach	5%
Junior Varsity Coach	5%

Sideline Cheer

Varsity Coach	5%
Junior Varsity Coach	5%

Dance

Varsity Coach	5%
Junior Varsity Coach	4%

Football

Varsity Coach	10%
Junior Varsity Coach	8%
Head 9 th Grade Coach	7%
8 th Grade Coach	5%
7 th Grade Coach	5%
Assistant Varsity Coaches	7%
Assistant Junior Varsity Coaches	7%
Assistant 9 th Grade Coaches	7%
Assistant 8 th Grade Coach (one)	4%
Assistant 7 th Grade Coach (one)	4%

[Type here]

Golf		
	Varsity Coach	7%
	Junior Varsity Coach	5%
Gymnastics		
	Varsity Coach	9%
Hockey		
	Varsity Coach	9%
Lacrosse		
	Varsity Coach	7%
Soccer		
	Varsity Coach	9%
	Junior Varsity Coach	7%
	Assistant to Varsity Coach	7%
Special Olympics		7%
Swimming		
	Varsity Coach	9%
	Diving Coaches	7%
	9 th Grade Coach	5%
Tennis		
	Varsity Coach	7%
	Junior Varsity Coaches	5%
Track		
	Varsity Coach	9%
	Junior Varsity Coaches	7%
	9 th Grade Coach	5%
	8 th Grade Coach	5%
	7 th Grade Coach	5%
Trainer		6%
Volleyball		
	Varsity Coach	9%
	Junior Varsity Coach	7%
	9 th Grade Coach	6%
	8 th Grade Coach	5%
	7 th Grade Coach	5%
Wrestling		
	Varsity Coach	9%
	Assistant to Varsity Coach(es)	7%
	9 th Grade Coach	6%
Other Duties:		
	Instructional Technology Coordinator	7%
	Safety Patrol	
	Elementary	4%
	Coordinator	1%
	High School Annual Advisor	10%
	9 th Grade Annual Advisor	2%
	Junior High Annual Advisor	2%
	Middle School Annual Advisor	2%
	Debate	7%
	Forensics	4%
	Forensics Assistant	3%
	Equations Team Coach	2%
	MCTM Coach	1%
	Destination Imagination	1%

[Type here]

Science Olympiad Head Coach (Sr. High)	7%
Science Olympiad Asst. Coach (Sr. High)	5%
Science Olympiad Ind. Coach (Sr. High)	1% (up to a total of 6%)
Science Olympiad Coach	
Elementary	2%
Middle School	5%
Junior High	5%
Science Olympiad Ass't Coach	
Elementary	1% (up to a total of 1%)
Middle School	1% (up to a total of 4%)
Junior High	1% (up to a total of 4%)
High School Robotics Coach	5%
International Club Sponsor (Sr. High)	2%
Key Club Sponsor (Sr. High)	2%
Quiz Bowl Coach	7%
Sr. High School Newspaper	5%
Jr. High School Newspaper	2%
Middle School Newspaper	1%
Senior Class Head Sponsor	2%
Junior Class Head Sponsor	3%
Sophomore Class Head Sponsor	1%
Freshman Class Head Sponsor	1%
Bus Duty - Elementary	
0 - 49 students	5%
50 - 75 students	6%
Over 75 students	7%
Should the number of students being supervised exceed 100, a second person shall be hired at the rate of 7% except at those buildings where students are normally loaded within ten (10) minutes of dismissal.	
Fall or Spring Play (once annually)	
Director	5%
Technical Director	2%
Fall or Spring Musical (once annually)	
Director	5%
Vocal Director	2%
Technical Director	2%
Music	
High School	9%
Jr. High School	7%
Middle School	
Instrumental	7%
Vocal	7%
Student Government	
High School Advisor	7%
9 th Grade Campus	2%
Junior High	2%
Middle School	2%
Elementary	2%
Boomerang Project	
High School leadership (up to 4)	3%
Junior High leadership (up to 4)	3%
National Honor Society Advisor	5%
National Jr. Honor Society Advisor (NJHS)	2%

[Type here]

Pre-Honor Society (9 th Grade)	2%
Student Forum	2%
SADD Advisor	2%
PAL Advisor	2%
Peer Resistance Advisor	2%
Events Supervisor	1% (up to 4 supervisors)
District Reproductive Health Supervisor	8%
Building Science/Health Coordinator	1% per elementary building

Bargaining unit members whose extra-duty position is eliminated by Board action and are thus involuntarily terminated from their employment in said position, shall be re-employed under this Appendix if the position is restored, or if they are re-employed at another level within the same activity. For purposes of definition within this Section, basketball for example is considered as an activity.

2. Flat Rate Pay Positions

The following positions shall be paid at the rates below for 2017-2018. These values will be increased by the same percentage as Appendix A in each remaining contract year.

K-12 Grade Level/Department/Subject Chairs

Leading Teams of:	Six or fewer FTE Members	\$2,000
	More than six FTE Members	\$2,300

- 3. 5/6 Building Health Coordinator \$357
- 4. School Improvement \$137
- 5. Seminar Rate: \$27.00

The seminar rate refers to extra-duty pay for teachers who are employed by the District to work on curriculum and other responsibilities that do not involve teaching students directly.

6. Teaching Seminar Rate: \$34.00

The teaching seminar rate refers to extra-duty pay for teachers who are employed outside of their normal teaching responsibilities and normal teaching hours to teach students in classes such as driver education/summer school.

7. Should the work year for counselors be extended beyond the negotiated school calendar, said counselors shall receive their per diem rate of pay for such periods of work.

8. As of the first day of work in the 1998-99 school year, bargaining unit members who were entitled to be advanced a step on the salary schedule in the 1997-98 school year due to their years of experience shall be advanced so as to reflect said years of experience.

As of the ninety-first (91st) day of work in the 1998-99 school year, bargaining unit members who were entitled to be advanced a step on the salary schedule in the 1998-99 school year due to their years of experience shall be advanced so as to reflect said years of experience.

9. In those buildings where there are no bargaining unit members who perform bus supervision on a daily basis, the following shall apply:

- 1. Prior to September 15 in each school year, the Employer shall post a form on which bargaining unit members may register their interest in serving as a bus supervisor in an emergency situation. Said registration once completed shall be valid for one (1) school year.
- 2. The registration form shall be posted in each building for five (5) full workdays.
- 3. An emergency situation shall be defined as an unforeseeable circumstance or series of circumstances which are not expected to recur on a predictable basis.
- 4. The administration will offer emergency bus supervision duty first to the bargaining unit member who occupied the bus duty position in the 1993-94 school year. Should s/he be unavailable, same shall be offered to a bargaining unit member based upon registered interest and availability at the time of the emergency.
- 5. Bargaining unit members who supervise the buses as set forth herein shall be compensated at a minimum of one (1) hour at the seminar rate established at Appendix B of the Master Agreement.

APPENDIX C: Calendar

Due to unprecedented public health concerns surrounding COVID-19, both “Balanced” and “Traditional” calendars will be the same for 2020-21. Calendars for 2021-22 will be bargained no later than March 31, 2021 and shall follow the “Balanced” and “Traditional” model from the 2017-2020 Master Agreement.

2020-2021	Calendar
PD /Work Weeks: Up to 14 hours total (specifics may vary between buildings) (some meetings may be remote)	Mon, 8/10/2020 Through Fri, 8/28/2020
First Day of School	Mon, 8/31/2020
Labor Day Holiday Begins	Fri, 9/4/2020
School Resumes	Tue, 9/8/2020
Parent/Teacher Conferences	Week of 9/28/20
7-8 Evening Conferences	Wed, 9/30/2020
7-12 Afternoon Conferences;	Thu, 10/1/2020
Half Day; 9-12 Evening Conferences	Thu, 10/1/2020
Half Day	Fri, 10/2/2020
October Count Day	Wed, 10/7/2020
No School; No Work	Mon, 10/12/2020
No School; No Work	Tue, 11/3/2020
Thanksgiving Holiday Begins	Wed, 11/25/2020
School Resumes	Mon, 11/30/2020
Winter Holiday Begins	Mon, 12/21/2020
School Resumes	Mon, 1/4/2021
MLK Jr. Holiday	Mon, 1/18/2021
School Resumes	Tue, 1/19/2021
7-12 Half Days for Exams	Wed, 1/20/2021
7-12 Half Days for Exams	Thu, 1/21/2021
7-12 Half Days for Exams	Fri, 1/22/2021
First Day of Second Semester	Mon, 1/25/2021
February Count Day	Wed, 2/10/2021
Mid-Winter Break Begins	Fri, 2/12/2021
School Resumes	Tue, 2/16/2021
Parent/Teacher Conferences	Week of 3/8/21
9-12 Evening Conferences	Wed, 3/10/2021
7-12 Afternoon Conferences	Thu, 3/11/2021
Half Day; 7-8 Evening Conferences	Thu, 3/11/2021
Half Day	Fri, 3/12/2021
Spring Break Begins	Fri, 4/2/2021
School Resumes	Mon, 4/12/2021
Memorial Day Holiday Begins	Fri, 5/28/2021
School Resumes	Tue, 6/1/2021
7-12 Half Days for Exams	Mon, 6/14/2021
K-12 Half Day; 7-12 Exams	Tue, 6/15/2021
K-12 Half Day; 7-12 Exams	Wed, 6/16/2021
Last Day of School	Wed, 6/16/2021
183 Work Days	
180 Student Days	

APPENDIX D: ESEA “Highly Qualified” CONTENT AREA RUBRIC

Holt Public Schools
Content Area Rubric

(Pursuant to requirements mandated by the Elementary and Secondary Education Act)

Name: _____

Building: _____

TO BE COMPLETED FOR EACH SUBJECT AREA ENDORSEMENT

Core Academic/Subject Area being assessed _____

MUST INCLUDE ALL ARTIFACTS AND ATTACHMENTS where appropriate
Achieve 100 points or more on the “Content Area Rubric”. Each teacher must accumulate points in all 4 areas of the rubric, regardless of the final total points.

Years of Teaching Experience	College Level Course Work in the Content Area
Experience must be in the endorsement/subject area/content area Attach letters of assignment and evaluations	Must be Content Specific to the endorsement: <ul style="list-style-type: none"> • A 3 hour content course equals 9 points (Some education coursework may be appropriate, if the course balances content and pedagogy.) • List Course Titles: i.e., Calculus II, 4 credits = 12 pts * Attach Transcript Attach Artifacts: 3 consecutive lesson plans, based on the MI Curriculum Framework, examples of student work from the lessons, and examples of assessments of the lessons
10 points per year – maximum 50 points	3 points per credit hour
# Years:	# Semester Credit Hour:
TOTAL POINTS:	TOTAL POINTS:

[Type here]

Content Specific Professional Development Activities	Service to the Content Area
<p>Must be Content Specific to the endorsement</p> <ul style="list-style-type: none"> Completed portfolio for National Board Certification (5 points – Attach verification) <p><u>One point per six hour day, up to five points, for any of the following:</u></p> <ul style="list-style-type: none"> Served on a committee that developed, selected or evaluated content standards Served on a committee that aligned local content standards with state standards Served on a committee to develop, validate, or evaluate content assessments Participation at local, regional, state, or national professional conferences/seminars/workshops Participation in Action Research or study groups Other: attach detailed description <p>Attach: MDE Professional Development Log Attach: a reflection on how your professional development has been translated into improvement of teaching practice and/or instructional strategies</p>	<p>Must be Content Specific to the endorsement</p> <p><u>3 points for the following</u></p> <ul style="list-style-type: none"> Officer in a regional, state, or national professional content organization Content instructor at an Institute of Higher Education NBPTS Assessor Other: attach detailed description <p><u>2 points for the following</u></p> <ul style="list-style-type: none"> Content presentations at the district level Department chair or team leader Mentor teacher Cooperating teacher for student teacher <p><u>1 point for the following</u></p> <ul style="list-style-type: none"> Current membership in a regional, state, or national professional content organization <p>Attach appropriate documentation</p>
<p>Up to 5 points per year documented activity (5 year recency limit)</p>	<p>Up to 3 points per year documented service (5 year recency limit)</p>
<p># Activities:</p>	<p># Services:</p>
<p>TOTAL POINTS:</p>	<p>TOTAL POINTS:</p>
	<p>GRAND TOTAL:</p>

[Type here]

LOA: Class Size Task Force

Letter of Agreement

Between

Holt Public Schools

and

The Holt Educational Association/ICEA/MEA/NEA

Re: Class Size Task Force

This Letter of Agreement, entered into between the HEA/ICEA/MEA and Holt Public Schools, is entered into to outline the terms of the parties working together to assess class size issues that were unresolved during bargaining for the 2017-2020 and 2020-2022 Master Agreement.

A joint task force shall be formed, which will follow the generally accepted guidelines of continuous improvement and data driven decision-making. In order to form mutually agreeable recommendations on behalf of the District and the Association, the joint task force will review:

1. MARSE guidelines and deviations
2. research on class size;
3. current practices;
4. models from other districts/states;
5. and other relevant guidance materials, resources, and data.

The Superintendent and the Executive Director of Curriculum, along with the President and Vice President of the Association shall co-facilitate the work of the Task Force. This planning team will mutually determine the need to form subcommittees of the Task Force to complete assigned tasks with facilitation support.

The Task Force shall make a report to the negotiations teams of both parties prior to May 1, 2021. This report shall address pedagogical, legal, and financial implications of current practices and may include a recommended change to be implemented prior to the bargaining of the successor Agreement.

Holt Education Association

Holt Public Schools

date

date

LOA: LCC Courses Taught at Holt Public Schools

Letter of Agreement

Between

Holt Public Schools

and

The Holt Educational Association/ICEA/MEA/NEA

Re: LCC Courses Taught at Holt Public Schools

During the bargaining for a new 2014 Master Agreement, the parties discussed the fact that “on-site, dual-enrollment” Lansing Community College (LCC) courses will be taught again during the 2014-2017 school years. The parties have agreed to extend this Letter of Agreement for the 2017-2020 school years.

The goal for the Board and the Association is to have each such course taught by an HEA bargaining unit member. However, LCC’s contract with the District provides that if an LCC course is not taught solely by an HEA bargaining unit member, then such a bargaining unit member shall be a functional part of the classroom at all times that such a course is being taught by an LCC instructor who is not an HEA bargaining unit member.

The assignment of an HEA member to an LCC course classroom during instructional hours shall be considered work time under the Master Agreement and shall count as two class periods toward the FTE of the HEA member for purposes of calculating salary and all benefits including insurance and leave days.

Agreed to and accepted by:

For Holt Public Schools

For the HEA/ICEA/MEA/NEA

date

date