

Agreement
between the
Holton Board of Education
and the
Holton Education Association,
MEA/NEA

2010-2013

TABLE OF CONTENTS

	<u>Page</u>
Agreement	1
Article I	Duration of Agreement 2
Article II	Recognition 3
Article III	Teacher and Association Rights 3
Article IV	Board Rights 4
Article V	Association Dues or Service Fee and Payroll Deductions 5
Article VI	Professional Compensation 7
Article VII	Teaching Loads and Assignments 8
Article VIII	Teaching Conditions and Responsibilities 10
Article IX	Transfer and Vacancies 12
Article X	Layoff and Recall 14
Article XI	Leaves of Absence 15
Article XII	Teacher Evaluation 21
Article XIII	Protection of Teachers 22
Article XIV	Mentor Teachers 24
Article XV	Negotiation Procedures 25
Article XVI	Grievance Procedure 25
Article XVII	Miscellaneous Provisions 27
Article XVIII	Salary Schedule, Insurance and Calendar 28
Appendix I	Salary Schedules 32
Appendix II	Schedule B 34
Appendix III	Calendars 35
Appendix IV	Teacher Evaluation Form 36
Appendix V	Coaching and Extra Duty Evaluation Form 39
Appendix VI	Excess of Goal Pay Options/Reimbursement Form 41
Appendix VII	Holton Education Association Grievance Form 42

PROFESSIONAL CONTRACT

This Agreement entered into this 14th day of February, 2011 by and between the Board of Education of the Holton Public Schools, hereinafter referred to as the "Board," and the Holton Education Association, MEA/NEA, hereinafter referred to as the "Association."

WITNESSETH

WHEREAS the Board and the Association recognize and declare that providing a quality education for the children of the Holton Public Schools is their mutual aim and that the character of such education depends predominantly upon the quality, competence and morale of the teaching service, and

WHEREAS the Board has a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with the Association as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment, and

WHEREAS the parties, following extended and deliberate professional negotiations, have reached certain understandings which they desire to memorialize.

In consideration of the preceding mutual covenants, it is hereby agreed subject to existing laws and the Board's right to establish policy:

ARTICLE I

Duration of Agreement

This Agreement shall be effective as of August 24, 2010 and shall continue in effect until the 23rd day of August, 2013.

This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

HOLTON EDUCATION ASSOCIATION

By: [Signature]
President

By: [Signature]
Secretary

By: [Signature]
Chairman, PN Committee

By: [Signature]
Member, PN Committee

By: [Signature]
Member, PN Committee

By: _____
Member, PN Committee

By: [Signature]
Member, PN Committee

By: _____
Member, PN Committee

By: _____
Member, PN Committee

DATE SIGNED: 2-14-11

HOLTON BOARD OF EDUCATION

By: [Signature]
President

By: [Signature]
Vice President

By: [Signature]
Secretary

By: [Signature]
Treasurer

By: [Signature]
Trustee

By: [Signature]
Trustee

By: [Signature]
Trustee

DATE SIGNED: 2-14-2011

ARTICLE II

Recognition

- A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, as amended, for the entire certified and/or professional teaching staff, including the positions of probationary teachers, tenure teachers, classroom teachers, librarians, guidance counselors, and substitutes after sixty (60) consecutive days in the same position, employed or to be employed by the Board (whether or not assigned to a public school building), but excluding aides, custodians, cooks, instructional assistants, bus drivers, paraprofessionals, supervisory and executive personnel, and office and clerical employees. The term "teacher" when used hereinafter in this Agreement shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined, and references to male teachers shall include female teachers.
- B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without the intervention of the Association, if the adjustment is not inconsistent with the terms of the Agreement.

ARTICLE III

Teacher and Association Rights

- A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly-elected body exercising governmental power under cover of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the employment of any rights conferred by Act 379 or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association, his/her participation in any activities of the Association or collective professional negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. Nothing contained herein shall be construed to deny or restrict to any teacher rights he/she may have under the Michigan General School Laws or applicable civil service laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

- C. The Board specifically recognizes the right of its employees appropriately to invoke the assistance of the State Labor Mediation Board, or a mediator from such public agency, or an arbitrator appointed pursuant to the provisions of this Agreement, and the Board and the teachers of the Association agree to be bound by any lawful order or award thereof.
- D. The Association and its members shall have the right to use school building facilities when the school is normally open for meetings if such use is not in conflict with scheduled school activities. No teacher shall be prevented from wearing insignia, pins or other identification of membership in the Association either on or off the school premises.
- E. Bulletin board space shall be made available to the Association in the teacher lounge of each building. Items may be posted on the general school bulletin boards with the approval of the building principal.
- F. The Board agrees to furnish to the Association in response to reasonable requests from time to time all pertinent information concerning the financial resources of the district, tentative budgetary requirements and allocations and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students together with information which may be necessary for the Association to process any grievance or complaint.

ARTICLE IV

Board Rights

- A. The Board, on its own behalf and on behalf of the electors of the School District, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and/or the United States.
- B. The Association recognizes that the Board is legally responsible for the operation of the entire school system within the boundaries of the Holton Public School District, Muskegon County, and that the Board has the necessary authority to discharge all of its responsibilities subject to laws above-mentioned and to the provisions of this Agreement.
- C. The Association recognizes that the Board may invoke appropriate disciplinary action in situations where teachers fail to adhere to the terms, regulations and policies of the Board.
- D. Manage and control its business, its equipment and its operation and to direct the working force and affairs of the School District.

- E. Determine the number and location or relocation of its facilities, including the establishment or relocation of new schools.
- F. Determine financial policies and accounting procedures.
- G. To establish courses of instruction.
- H. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board shall be limited only by the terms and provisions of this Agreement, state and federal laws and/or Constitutions of the State of Michigan and/or the Unites States of America.
- I. The Association agrees to furnish the Board, in response to reasonable requests, all available information on anticipated items of contract negotiations for the coming year.

ARTICLE V

Association Dues or Service Fee and Payroll Deductions

A. Association Dues or Service Fee

1. Within thirty (30) days of each school year, any teacher may sign and deliver to the Board an assignment authorizing deduction of membership dues or assessments of the Association (including the MEA and NEA). Such authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of any year. For teachers under continuing authorization and those delivering their authorization by the Monday following Labor Day, the Board shall deduct one-tenth (1/10) of the dues amount from the first paycheck of each month for ten (10) months beginning in September and ending in June. Holton Education annual dues shall be deducted in equal installments over each pay period. Monies deducted for membership dues or assessment shall be remitted to the Association or designee promptly.
2. Any teacher who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days of any school year shall pay to the Association a service fee equivalent in amount to the dues uniformly required to be paid by members of the Holton Education Association. The teacher may authorize payroll deduction for such fee in the same manner as provided in paragraph 1 above. In the event that a teacher shall not authorize payment of the service fee through payroll deduction, collection of the service fee, including enforcement in those cases of refusal to pay the service fee, shall be the sole responsibility of the Association. The Board and the Association expressly agree that pursuant to Act No. 25 of the Public Acts of 1973, Section 10, the payment of the service fee is a condition of employment, provided that the non-payment of the service fee shall not cause the discharge of any teacher.

3. The Association agrees to assume the legal defense of any suit or action brought against the Board regarding paragraph 2 above. The Association further agrees to indemnify the Board for any damages which may be assessed against the Board as the result of said suit or action, subject, however, to the following conditions:
 - a. The damages have not resulted from the negligence, misfeasance or malfeasance of the Board or its agents.
 - b. The Association, after consultation with the Board, has the right to decide whether or not to appeal the decision of any court or other tribunal regarding the validity of the section or the damages that may be assessed against the Board by any court or tribunal.
 - c. The Association has the right to choose the legal counsel to defend any said suit or action.
 - d. The Association shall have the right to compromise or settle any claim made against the Board under this section.

B. Payroll Deductions

1. Deductions for MESSA insurance, Association dues or service fee, United Way, tax-deferred annuities, and the teachers' credit union will be made for those employees requesting such deductions as follows:
 - a. Credit Union savings account in multiples of \$5.00
 - b. MESSA insurance – the last pay period per month
 - c. HEA, MEA and NEA dues or service fee as provided in section A above
 - d. United Way contributions
 - e. Tax-deferred annuities – no additional vendors will be added without the consent of the Board (see Article XVIII, Section D, for list)
 - f. Muskegon City income tax
 - g. Authorized direct deposit at financial institutions
2. Payments of loans, borrowing money and deposits other than the preceding will be transacted by the individual and not through payroll deductions.
3. Payroll deduction is a service offered to the employees on a voluntary basis. No one is compelled to make use of any or all of this service. For obvious reasons, there will be no exceptions to the above schedule as established.
4. Payroll will be bi-weekly and checks will be issued on Friday. Whenever said date falls on days when school is not scheduled to be in session, checks will be

issued on the last scheduled day prior to payroll date with the exception of the December Holiday Break and Spring Break at which time checks will be issued on the regular scheduled pay date. Teachers may elect once per year at the first contracted day any one of the following options for his/her professional salary. Those teachers not electing any option will be given option c. below:

- a. Salary divided into twenty-six (26) pays paid every two (2) weeks with the balance paid with the twenty-first (21st) pay; or
 - b. Salary divided into twenty-six (26) pays paid every two (2) weeks; or
 - c. Salary divided into twenty-one (21) pays paid every two (2) weeks.
5. Payroll will be by direct deposit only beginning April 1, 2011.

ARTICLE VI

Professional Compensation

- A. The salaries of teachers covered by this Agreement are set forth in Appendix I and II, which are attached to and incorporated in this Agreement.
- B. The salary schedule is based upon a normal teaching load hereinafter defined. The school teacher day will be a continuous seven (7) hours and five (5) minutes starting no sooner than 7:30 a.m. and ending no later than 3:45 p.m. The student day will be six (6) hours and forty-six (46) minutes and will begin no sooner than ten (10) minutes after the start of the teacher day. The schedule will be established by the first week of school and shall remain in effect for the remainder of the school year.

Teachers are encouraged to remain for a sufficient period after the close of the pupils' school day to attend to those matters which properly require attention at that time, including consultations with parents when scheduled directly with the teacher, except that on Fridays or on days preceding holidays or vacations the teacher day shall end at the close of the pupil day. For extra work, the teacher shall be entitled to additional professional compensation.

- C. A teacher engaged during the school day in negotiation on behalf of the Association with any representative of the Board or participating in any professional grievance negotiations, including arbitration, shall be released from regular duties without loss of salary.
- D. Teachers will be encouraged to attend those parent-teacher organization meetings that are appropriate to their school level and, on occasion, some of the extra-curricular activities of their grade level as from time to time are scheduled. The clause in paragraph B above (for extra work, the teacher shall be entitled to additional professional compensation) shall not be construed to mean those duties and responsibilities normally associated with teaching responsibility.

- E. During the first and third weeks of each month, there shall be staff meetings for all staff as a part of the teaching assignment. The day of the week on which the meetings will be scheduled shall be decided by the Principal and building staff during the meetings prior to the opening of school. Except for the occasional matters that may come up, all staff meetings will be on these days. If there is to be no meeting on a scheduled date, teachers will be notified at least two (2) days before the day of the meeting.
- F. All extra-curricular activities compensated for in Appendix II must take place outside of normal school hours. All staff meetings must be considered as part of the normal school hours. Those staff members who do not attend the above-listed meetings, except when excused by the building Principal or Superintendent prior to the meeting, will have an amount deducted from their next regular paycheck equal to the amount of meeting time missed. This time missed to be figured in relation to an eight (8) hour day (i.e., deduct 1/8 per diem for one hour missed, etc.).
- G. Approved Committee meetings outside of normal school hours in excess of four (4) hours per month shall be reimbursed at a rate of Eighteen Dollars (\$18.00) per hour.
- H. Teachers required to travel during their regular assignment shall be reimbursed for their mileage at the IRS mileage rate.

ARTICLE VII

Teaching Loads and Assignments

- A. The Board recognizes the principle of a standard forty (40) hour work week and will, so far as possible, set work schedules and make professional assignments that can reasonably be completed within such standard work week. The Board will not require teachers regularly to work in excess of such standard work week within or outside of any school building.
- B. The Board of Education shall hold the Superintendent responsible for an equitable distribution of work among staff members and for the transfer and assignment of personnel within the system.
 - 1. The high school/middle school normal teaching assignment will include one preparation period in the daily schedule.
 - 2. When teachers are given a regular teaching assignment without a preparation period at the middle school/high school level, they shall be paid an additional amount equivalent to one (1) class period at their present step.
 - 3. The Board will endeavor to provide every elementary teacher with a minimum of two hundred (200) minutes per week planning time.

- C. All teachers shall have a duty-free noon period with a minimum of thirty (30) minutes prior to the start of the afternoon session, subject to weather and emergency conditions. Teachers shall not be subject to playground duty at noon.
- D. Teachers will be paid for the use of their preparation period at the rate of Eighteen Dollars (\$18) per prep period for the duration of the contract.
- E. Teachers will be paid Nine Dollars (\$9.00) per lunch period for providing lunch duty.
- F. Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates of their major or minor field of study. If such assignments are made, adequate supervision and assistance shall be provided. The Association shall be notified in writing of all such temporary assignments.
- G. Whenever possible, all teachers shall be given written notice of their tentative schedules for the forthcoming year no later than June 1 of the preceding school year. Teachers who will be affected by a change in grade assignments in the elementary grades and by changes in subject assignment in the secondary school grades will be notified and consulted by their Principals previous to such changes. Every effort will be made to avoid reassigning probationary teachers to different grade levels unless the teacher requests such change. The final decision in such cases, where necessary, will be by the Board, and the best interests of the pupils and the school shall be the determining factors. The Association shall be notified in writing of all such reassignments.
- H. Any assignments in addition to the normal teaching schedule, including adult education courses, driver education, all extra-curricular activities listed in Appendix B, other educational services provided by other contracting agencies to the Holton School District, and summer school courses, shall not be obligatory but shall be with the consent of the teacher. Qualified tenure teachers, then degree teachers in the Holton Public Schools shall be hired for all summer and adult teaching positions. If no qualified teacher can be found in the Holton Public Schools, then other qualified teachers may be hired. Each assignment shall be covered by a separate written contract covering each assignment, its responsibilities, duties and pay schedule.
- I. Substitute Teachers. The Superintendent of Schools shall maintain an active list of qualified persons to act as substitute teachers. Substitute teachers' pay shall be established by the Board of Education. The rate of pay for substitute teachers shall be such that it will enable the school to hire qualified substitutes when needed. It shall be at least equal to the average salary paid by the other county schools. Teachers under full-time contract shall not be required to act as substitutes.
- J. Teachers not "highly qualified" pursuant to dates mandated by ESEA:
A teacher who is required, pursuant to the ESEA, to be "highly qualified" for his/her teaching assignment (as defined by the ESEA and the Michigan Department of

Education) in accordance with dates mandated by the ESEA and is not "highly qualified" for his/her teaching assignment shall be placed in a position for which he/she is "highly qualified" according to his/her seniority. If there is no position for which he/she is "highly qualified," said teacher shall be treated under Article X, the Layoff and Recall provisions of this Agreement as if his/her current position had been eliminated.

- K. A teacher that has been recognized as "highly qualified" under the ESEA by this school district or another Michigan school district shall be recognized as "highly qualified" by this School District for the duration of his/her employment.
- L. The District will recognize all options made available by the State Department of Education for becoming highly qualified under NCLB.
- M. School Improvement Team under ESEA for Portfolio Review
The School Improvement Team will be composed of four (4) members – two (2) appointed by the Superintendent and two (2) appointed by the Association.

ARTICLE VIII

Teaching Conditions and Responsibilities

The parties recognize that the availability of optimum school facilities for both student and teacher is desirable to ensure the high quality of education that is the goal of both teacher and the Board. It is acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed at insuring that the energy of the teacher is primarily utilized to this end.

The responsibilities of teachers shall include the instruction, guidance, discipline, safety, hygiene and general care for the welfare of pupils. These responsibilities are not confined to the classroom, but extend to all school-sponsored activities where the teacher is present.

Teachers are obligated to perform those duties prescribed by laws of the State of Michigan for teachers, to accept and act according to the Code of Ethics of the Education Profession, and to discharge those duties which, within reason and the law, they may be called upon by the Administration to perform.

Teachers assume these responsibilities promptly at the beginning of each school day.

- A. Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class size should be lowered whenever the Administration deems it practical, and class size goals are as follows:

1. Kindergarten 22 pupils
2. Elementary School grades 25 pupils
3. To the extent required by law, Special Education classes shall meet the rules and requirements established by the Special Education Code and the State Department of Education.
4. High School and Middle School classes per instructor:

English	25 pupils
Social Studies	25 pupils
General Education	25 pupils
Mathematics	25 pupils
Science	25 pupils
Language	25 pupils
Business	25 pupils
Keyboarding	30 pupils
Industrial Arts	24 pupils
Drafting	24 pupils
Vocational Shops	20 pupils
Music	35 pupils
Art	25 pupils
Health	25 pupils
Physical Education	
High School	40 pupils
Middle School	35 pupils

In the event enrollment in any given class listed exceeds the goal detailed in Article VIII above, the teacher shall receive one of the following options:

1. Teacher may agree in writing to overload on the form located in the Appendix.
 2. Reimbursement will be paid to teachers having an excess (excluding classes that are team taught) at a rate of \$35 per student over stated goal per trimester. To qualify as an excess number, the enrollment in a class must exceed the stated goal for twenty-four (24) days in any trimester. Such reimbursement will be paid at the end of each trimester. It is the teacher's responsibility to apply to the central office for reimbursement within 10 days after the end of each trimester on the form located in the Appendix.
- B. Teacher requests for supplies and other educational material will be processed promptly.
- C. Cafeteria, patrol, bus duty, inventorying of supplies and equipment and other than normally used or found in the teacher's assigned classroom, collecting money for various projects and similar non-professional responsibilities performed by teachers take away from teaching time. The Board will develop other methods to handle these matters as rapidly as possible.

- D. Under no conditions shall a teacher be required to drive a school bus as part of his/her regular assignment.
- E. The Board shall provide adequate duplication, lunchroom, lounge, restroom, and lavatory facilities. In conformance with state law, there shall be no smoking in buildings or on school property during the school day.
- F. Telephone facilities shall be made available to teachers for their reasonable use.
- G. In schools where continuous cafeteria service for teachers is not available, a vending machine for beverages may be installed at the request of the Association, the proceeds to be used for the Association Fund.
- H. Adequate parking facilities shall be made available to teachers for their use during school hours. Separate parking areas shall be established for any student parking on school property during school hours.
- I. Notwithstanding their employment, teachers shall be entitled to full rights of citizenship, and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher.
- J. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex, or marital status or membership in or association with the activities of any employee organization. The Board and the Association pledge themselves to seek to extend the advantages of public education to every student without regard to race, creed, religion, sex, color or national origin and to seek to achieve full equality of educational opportunity to all pupils.

ARTICLE IX

Transfers and Vacancies

- A. The Superintendent of Schools shall have the power to assign, transfer or suspend for good and reasonable cause any teacher, such action being subject to approval of the Board of Education.
- B. All applications for teaching and non-teaching positions shall be channeled through the Superintendent of Schools. No school personnel shall be employed excepting those recommended by the Superintendent.
- C. "Vacancy" shall mean a bargaining unit position newly created (including, but not limited to, positions created by increased enrollment, revised curriculum, and increased sections at grade or subject levels) or a bargaining unit position the Board intends to fill because of the resignation, retirement, dismissal, or death of the teacher previously assigned to said bargaining unit position.

- D. All vacancies will be posted in each school building and on the District's web site for at least fourteen (14) calendar days and will be kept open for current staff at least fourteen (14) calendar days. Extra-curricular positions shall be posted in the same manner. In addition, the Association President shall be sent a copy of each vacancy posting. The foregoing shall apply whether school is in session or not.
- E. Teachers interested in applying for posted positions shall notify the appropriate immediate supervisor in writing within the posting period. Such application should include their interest, experience, and special training relative to the qualification of the position. Any teacher may apply for a vacancy. The following factors shall be given consideration in awarding the vacancy:
- Certification
 - Qualifications, as defined in Article 7 of this Agreement
 - Identified special requirements of the position
 - Academic preparation

All the above criteria being equal, the position shall be awarded to the most senior applicant. In no instance shall an applicant from outside of the District be employed to fill a vacancy for which a teacher in the bargaining unit has applied unless the former's qualifications are substantially superior. The evaluation of candidates shall be by the Board, and the decision of the Board shall be final.

- F. The parties agree that changes in grade assignments in the elementary grades, changes in subject assignment in the secondary grades, and transfer between schools may be necessary. While the right of determination to assign or transfer a teacher is vested in the Board or agent of the Board, the Board or its agent will not in any case assign or transfer a teacher without prior discussion with said teacher. Such transfers and/or changes in assignment shall be on a voluntary basis whenever possible. If such involuntary assignment should become necessary, the teacher in the affected grade level (elementary) or department (secondary) with the least seniority shall be the teacher transferred. Volunteers will be sought before any involuntary transfer occurs. The new immediate supervisor of the involuntarily transferred teacher will work with the teacher to create a plan for a successful transition. The convenience and wishes of the individual teacher will be honored to the extent that such considerations do not conflict with the instructional requirements and best interests of the total school program.
- G. The Association will be notified in writing of all change in assignment after June 1 of each school year.
- H. Any teacher who shall be transferred to a supervisory or executive position and later returned to a teacher status shall be entitled to retain such rights as he/she may have had under this Agreement as a teacher.
- I. The Association recognizes that vacancies occurring during the school year may be difficult to fill. Whenever possible, such vacancies will be filled on a permanent

basis. If such a vacancy is filled on a temporary basis, it shall be posted as vacant at the end of the year.

ARTICLE X

Layoff and Recall

It is hereby specifically recognized that it is within the sole discretion of the Board to reduce its educational program, curriculum and staff, and that the procedures set forth in this Article shall be used in laying off personnel.

- A. The Board shall give as much notice as possible to any teacher being laid off. Every attempt will be made to notify the affected teachers by June 1.
- B. Probationary teachers shall be laid off first. The probationary teachers in the specific positions being reduced or eliminated shall be laid off on the basis of seniority, except as hereinafter provided. Layoff on the basis of seniority shall mean that the teacher with the least seniority is laid off first.
- C. If further layoffs are necessary, then tenure teachers in the specific positions being reduced or eliminated shall be laid off on the basis of seniority, except as hereinafter provided.
- D. No teacher, including probationary teachers, shall be laid off unless there is a teacher who is certified and qualified to perform the duties of the position the teacher is vacating or unless the position that the teacher is vacating is being eliminated.
- E. A teacher who is laid off pursuant to this Article has the right to be placed in a teaching position for which he/she is certified and qualified to fill and which is occupied by a teacher with less seniority. A teacher may choose not to exercise this right.
- F. For the purpose of this Article, seniority shall be computed from the last date of hire and shall be defined to mean the amount of time continuously employed as a teacher or administrator. Time spent on leave or on layoff shall not be construed as a break in continuous service. Time spent on a leave in excess of ninety (90) work days shall not count toward seniority. Time spent on layoff shall count toward seniority up to a maximum equal to the teacher's seniority at the time of layoff.
- G. The term "qualified" as used in this Article shall be defined as follows:
 - For grade level (all subjects), the appropriate K-5 all subjects or K-8 (Self-contained) certification is necessary.
 - For teaching a subject area K-12, appropriate certification in the subject area is necessary.

All teachers must be Highly Qualified as defined in the federal law, ESEA/No Child Left Behind, Section 1119 and Section 9101.

- H. Recall of the teachers shall be in the inverse order of layoff (i.e., those laid off last shall be recalled first); provided, however, that a teacher in order to be recalled shall be certified and qualified to teach the specific course(s) or position he/she is being assigned. No new teachers shall be employed by the Board while there are teachers of the District who are laid off unless there are no laid off teachers with proper certification and qualifications to fill the vacancy which has arisen.
- I. The Board shall give written notice of recall from layoff by sending a registered or certified letter to said teacher at his/her last known address. It shall be the responsibility of each teacher to notify the Board of any change in address. The teacher's address as it appears on the Board's records shall be conclusive when used in connection with layoffs, recall, or other notice to the teacher. If an immediate teaching position exists and the teacher fails to report to work within ten (10) calendar days of the date of the receipt of the recall or within twenty (20) calendar days of the mailing of the recall notice, unless an extension is granted in writing by the Board, said teacher shall be considered as a voluntary quit and shall thereby terminate his/her individual employment contract and any other employment relationship with the Board. If the teacher has been notified by certified or registered mail at least twenty (20) calendar days prior to the start of school and fails to report on the first (1st) working day after the start of school, unless an extension is granted in writing by the Board, said teacher shall be considered a voluntary quit and shall thereby terminate his/her individual employment contract and any other employment relationship with the Board. An employee on layoff will remain on the seniority list for three (3) years. If the employee is not recalled within the three (3) year period, the name will be removed from the seniority list.
- J. A seniority list shall be maintained by the District. Teachers shall be ranked in order of seniority. Accompanying the name of each teacher shall be a listing of the teacher's certification and qualification. Said seniority list shall be presented to the Association annually during the month of November for review. Corrections shall be brought to the attention of the Administration within thirty (30) days thereafter.

ARTICLE XI

Leaves of Absence

A. Definitions

- 1. The "immediate family" is grandparent, father, mother, brother, sister, spouse, child, grandparent-in-law, parent-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law.

2. "Relative" is interpreted to mean related by blood or by marriage.
3. "Close relative" shall include uncle, aunt, first cousin, niece, or nephew.
4. "Per Diem basis" shall mean the amount obtained by dividing the contractual salary by the total number of working days, as defined in this Agreement (184 days).

B. Sick Leave – Personal Illness or Injury

1. At the beginning of each school year, each teacher shall be credited with thirteen (13) days of leave for the 2010-2011 school year. Beginning in the 2011-2012 school year, each teacher shall be credited with twelve (12) days of leave. The unused portion of leave shall accumulate from year to year with no limit. No further reductions in leave shall be made for the duration of this contract.
2. Upon accruing ten years of experience with the district and upon death or retirement an employee shall receive compensation for remaining sick days in the following amounts:
40-90 = \$10/day, 91-150 = \$15/day 151+ = \$20/day
3. Employees who are employed after the beginning of a given year shall be granted, for the balance of that school year, as many sick leave days as there are school months, or major fractions thereof, remaining in the school year.
4. Employees who are unable to begin a new contract year because of personal illness or injury shall be allowed to draw upon previously accumulated sick leave until it is depleted or until resumption of assigned work.
5. Any teacher whose personal illness or injury extends beyond the period compensated for by sick leave pay shall be granted a leave of absence without pay for twelve (12) weeks, or for as much time as the teacher has served the District, but for no more than five (5) years. Upon return from sick leave, a teacher shall be assigned to the same position, or if the position has been eliminated, a substantially equivalent position. The Board will continue payment of the health insurance premiums during a paid sick leave and for twelve (12) weeks after the paid sick leave is exhausted.
6. Deductions shall be made on a per diem basis for absences beyond the number allowed by this section.
7. Days to be included under sick leave:
 - a. Personal illness or injury.

- b. Sickness in the immediate family when there is a moral obligation on the part of the teacher to be with the sick member of the family. This shall not be interpreted to allow an employee to stay with someone as a nurse or attend to a sick person that can be done by someone else. The Board reserves the right to review each case on its own merit.
 - c. Childbirth and complications of pregnancy.
- 8. All sick leave absence shall be on an ethical basis in keeping with the teaching profession. Any problems extending beyond the limitations herein stated shall be handled on an individual basis. It shall be the duty of each employee to advise the Office of the Superintendent of the nature of all absences for which salary is expected. Proof of illness shall be furnished by the employee if requested.
- 9. In the event that a teacher is taking a paid or unpaid sick leave day and school fails to be in session, the leave will not be charged.
- 10. Workers' Compensation
 - a. Teachers who are absent due to injury on the job and are drawing Workers' Compensation will be paid any difference between their regular salary and the amount of Workers' Compensation if it is less than their regular salary.
 - b. Sick leave will be charged only at the rate of one (1) day for each day of salary paid on a per diem rate.
 - c. This provision will terminate upon the exhaustion of the teacher's accumulated sick leave or following the disability determination.
- 11. When a teacher is on paid leave (including paid jury duty) and receives outside compensation, the total paid by the Board and the outside source shall not exceed the regular contractual salary. Compensation received from any insurance program purchased by the teacher shall not be included as outside compensation.

C. Personal Leave

Each teacher shall be granted two (2) personal days per school year with no salary reduction. In order for a teacher to take the day(s), he/she must give the principal at least three (3) days notice except in extenuating circumstances. Personal days shall not be taken on the school day immediately preceding or following a holiday or vacation period or the first day of the school year unless prior approval is granted by the Superintendent. The administration reserves the right to limit the number of personal days granted the same day in the same building if substitutes are unavailable. Failure to grant personal days on such a basis may be processed as a grievance. If the number of requests exceeds the available substitutes, the personal days shall be granted in order of application. Unused personal days will be reimbursed at the rate of Thirty-Five Dollars (\$35.00) per day up to a maximum of two (2) days per school year or converted to accumulated sick leave.

D. Emergency Leave

1. Emergency leave may be deducted from sick leave on a day-for-each-day-missed basis.
2. Emergency leave is granted for the following reasons:
 - a. Absence of up to five (5) days due to death in the immediate family or up to three (3) days for a close relative.
 - b. Required appearance in a court of law involving no criminal charges or misconduct on the part of the employee, unless judged guilty by a court of law for criminal charges or misconduct.
 - c. Accidents or inability to reach school because of weather conditions.
 - d. Unusual circumstances which may be considered on their merit by the Superintendent.

E. Sabbatical Leave

The Board of Education, upon the recommendation of the Superintendent of Schools, may grant a sabbatical leave for study purposes (without compensation) to qualified instructional personnel who are on tenure. Recipients of sabbatical leaves must file a letter indicating their intention of returning to the system with the Superintendent of Schools at least ninety (90) school days prior to the last day of school during which the sabbatical leave applied.

F. Association Leave Days

1. At the beginning of every school year, the Association shall be credited with five (5) days to be used by teachers who are officers or agents of the Holton Education Association, such use to be at the discretion of the Association.
2. The Association President shall notify the Superintendent's office at least two (2) days in advance of the leave day(s) to be used.
3. No remainder of unused Association leave days shall accumulate from year to year.
4. The Association shall reimburse the Board for each day used at the daily substitute teacher rate.

G. Other Leaves

1. The Superintendent may consider, upon sixty (60) days written notice, a request for a leave of absence not otherwise covered in this contract. The ultimate granting or denial of the leave shall be within the sole discretion of the

Board as well as its determination of whether the leave, if granted, is with or without pay.

2. Military leaves of absence shall be granted to any teacher who shall be inducted or called to active duty in any branch of the armed forces of the United States. Teachers on military leave shall be given the benefit of any salary increments which would have been credited to them had they remained in active service to the school system.
3. The Board shall grant a leave of absence without pay or compensation to any teacher to campaign for or serve in a public office. The duration of the leave shall be limited to two (2) years and no more than one (1) term of the office, unless approval is granted by the Board.

H. Miscellaneous Provisions

In the event school is closed for an inclement weather/unscheduled school closing, and the employee was scheduled off from work on a pre-approved sick day or personal day, the employee will be paid for such day, and the pre-approved leave time shall be credited back to the employee.

- I. A teacher returning from a leave of absence shall resume his/her progression on the salary schedule.

J. Family and Medical Leave

Employees may be eligible for twelve (12) weeks (sixty work days) of unpaid job protected leave if they have worked at least one year, for 1,250 hours over the previous twelve months, and if at least fifty (50) employees are employed by the Employer for the following reasons:

- (1) for incapacity due to pregnancy, prenatal care or childbirth;
- (2) to care for the employee's child after birth, or placement for adoption or foster care;
- (3) to care for the employee's spouse, child, or a parent who has a serious health condition;
- (4) for a serious health condition that makes the employee unable
- (5) to fulfill military family leave commitments (including up to 26 weeks of military exigency leave).

For purposes of the employees covered by this Collective Bargaining Agreement, a year shall be defined as July 1 through June 30.

2. The Employer shall continue all health insurance benefits during a family and medical leave. The twelve (12) weeks of unpaid leave with paid health

insurance benefits will run concurrently with any paid leave which the employee may be on and will be determined on a rolling 12-month calendar basis.

3. A family leave may be taken on an intermittent or reduced schedule basis with Board approval.
4. A medical leave may be taken on an intermittent or reduced schedule basis. In any case in which an eligible employee, employed in an instructional capacity, requests leave that is foreseeable based on planned medical treatment and the employee would be on leave for greater than twenty percent (20%) of the total number of working days in the period during which the leave would extend, the District may require that such employee elect either:
 - a. To take leave for periods of a particular duration not to exceed the duration of the planned medical treatment; or
 - b. To transfer temporarily to an available alternative position offered by the Employer for which the employee is qualified, and that:
 - (1) has equivalent pay and benefits; and
 - (2) better accommodates recurring periods of leave than the regular employment position of the employee.
5. Upon return, the employee shall be returned to the position held at the beginning of the leave, or an equivalent position with equivalent benefits, pay, and other terms and conditions of employment.
6. Leaves near the conclusion of a trimester.
 - a. Leaves more than five (5) weeks prior to the end of a trimester. The District may require the employee to continue taking leave until the end of such term if:
 - (1) the leave is of at least three (3) weeks duration; and
 - (2) the return to employment would occur during the three (3) week period before the end of a trimester .
 - b. Leaves less than five (5) weeks prior to the end of a trimester. The District may require the employee to continue taking leave until the end of the trimester if:
 - (1) the leave is of greater than two (2) weeks duration; and
 - (2) the return to employment would occur during the two (2) week period before the end of the trimester .
 - c. Leaves less than three (3) weeks, if the leave begins three (3) weeks prior to the end of the trimester and the duration of the leave is greater than five (5) working days, the District may require the employee to continue to take leave until the end of the trimester.

ARTICLE XII

This section will be revised through the establishment of a sub-committee.

Teacher Evaluation

- A. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, closed circuit television, public address or audio systems, and similar surveillance devices shall be strictly prohibited.
 1. Teachers will be evaluated on the evaluation form attached as Appendix IV.
 2. Schedule B positions will be evaluated by direct observations on the form attached as Appendix V. Coaches will receive their evaluation within thirty (30) days of their last contest. Head coaches will be evaluated by the Athletic Director. The other coaches in the specific program will be evaluated by the Head/Varsity Coach of that program. The evaluation will indicate whether the coach is being recommended for renewal.
- B. Each teacher shall have the right upon request to review the contents of his/her own personnel file. A representative of the Association may be requested by the teacher or the Board to accompany the teacher in such review.
- C. Probationary teachers shall be observed for the purpose of evaluation at least three (3) times per year. Tenure teachers shall be observed and evaluated not less than once every three (3) years. Observations of probationary teachers shall be near the beginning of the year after the first three (3) weeks, near the middle of the year, and near the middle of the second semester. Observations of tenure teachers shall be conducted no sooner than the first three (3) weeks of the school year and not later than three (3) weeks before the end of the school year. All observations shall, within ten (10) working days, be followed by an informal conference with the administrator.
- D. A formal evaluation shall be reduced to writing and a conference with the administrator held prior to the last two (2) weeks of the school year. Deficiencies of the teacher's performance shall be specifically identified and ways to improve shall be delineated. If a teacher disagrees with the evaluation, he/she may submit a written answer within five (5) days of the conference that shall be attached to the evaluation in question. If a written disagreement is filed, a second conference will be held within five (5) days of the filing upon the teacher's request for such conference. The teacher shall have the right to representation by the Association.
- E. The tenure teacher whose performance is found less than satisfactory shall be provided with an Individualized Development Plan (IDP). The tenure teacher's IDP shall be developed with input from the tenure teacher, a union representative, and the building administrator. In subsequent evaluations, failure to again indicate a

specific deficiency shall be interpreted to mean that adequate improvement has taken place.

- F. No material originating after initial employment will be placed in his/her personnel file unless the teacher has had an opportunity to review the material. The teacher may submit a written note regarding any material placed in the file after initial employment that shall be attached to said material. If a teacher is asked to sign material placed in his/her file, such signature shall indicate only the awareness of the material unless otherwise stated with the information requiring said signature.
- G. Any complaint made against a teacher by any parent, student, or other person shall be promptly called to the attention of the teacher in writing and a copy of said notice shall be placed in the teacher's file.
- H. Each observation of a teacher shall be for not less than one (1) class period or the duration of a particular teaching unit, except in an emergency.
- I. If an evaluator finds a teacher in need of improvement, the reasons shall be set forth in specific terms and the ways in which the teacher is expected to improve stated. Assistance that can be expected from the administration shall also be stated.

ARTICLE XIII

Protection of Teachers

- A. Since the teacher's authority and effectiveness in his/her classroom is undermined when students discover that there is insufficient administrative backing and support of the teacher, the Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. Teachers will uphold Board policy and state laws regarding corporal punishment of students.
- B. Whenever it appears that a particular pupil requires the attention of a special counselor, social workers, law enforcement personnel, physicians, or other professional persons, the Board will take reasonable steps to ensure the student will receive the necessary help. Staff will work with other professional personnel to ensure the student's continued learning. Teachers will not be expected to meet for IEPC/MET meetings during their thirty (30) minute duty-free lunch period unless the teacher is willing to do so.
- C. In order to assist disabled students in making a successful transition from placement in special education classes only to both regular and special education classes pursuant to the placement recommendations made by an IEPC, the following guidelines will be followed:

1. The building Administrator will normally recommend the placement of an eligible student in the smallest available and appropriate regular education class except for good cause. Each of the teacher(s) into whose classroom(s) a student has been placed shall be invited to serve on the IEPC for that student.
 2. When requested by the regular classroom teacher in whose class(es) an eligible student is placed, special training or consultant assistance relevant to the student's needs will be arranged for by the administration, provided that no teacher shall be required to administer prescription drugs or to undertake certain procedures such as suctioning, catheterization, or the like.
 3. The responsible administrator shall make time available, as needed, for the regular classroom teacher to consult with the special education staff primarily responsible for the special needs student.
 4. All members of an IEPC shall have the right to reconvene the committee for the purpose of reviewing and recommending revisions of the current IEPC, if deemed appropriate, in accordance with the procedures set forth in Michigan Special Education rules.
- D. The purpose of team teaching projects in inclusive education is to provide a more accepting atmosphere for students with alternative learning styles and learning rates. In order to facilitate these projects, the following guidelines will be followed:
1. Whenever possible, team teachers will be afforded a half day or its equivalent per month, September through May, for planning time without students.
 2. Whenever possible, no more than forty-five percent (45%) of the students instructed in the teamed classroom will be special education students.
- E. Any case of assault or verbal threat to a teacher shall be promptly reported to the building administrator. The Board will provide reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.
- F. If any teacher has a complaint lodged against him/her or is sued by reason of disciplinary action taken by the teacher against a student, the Board will provide appropriate assistance to the teacher in his/her defense, except where the teacher has committed an illegal act.
- G. If a teacher is to be disciplined or reprimanded by the Board or its agents and written copy is to be placed in the teacher's personnel file, either party may request the President of the Association to be present.
- H. Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher, except when the teacher has committed an illegal act or is suspended due to failure to comply with Board policy concerning this Article.

- I. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property, but shall not be individually liable, except in the case of negligence or neglect of duty or for any damage or loss to person or property.

ARTICLE XIV

Mentor Teachers

- A. A Mentor Teacher shall be defined as a Master Teacher who:
 - has demonstrated excellence in teaching through evaluation for seven (7) years
 - has demonstrated excellence in working with adults
 - has participated in professional development to remain current and maintain a high level of expertise
 - is an active and open listener
 - is competent in social and public relations
 - is trained to be a mentor and is committed to implementing the role effectively
 - is knowledgeable of human and other resources that can assist the new teacher
 1. Mentor Teacher positions shall be extra-duty positions and shall be compensated and posted per Appendix II of this Agreement.
 2. Mentor teachers shall be tenured teachers or retired tenured teachers from the District. When there are no jointly approved personnel from the District, Master Teachers from the county or nearby university may be employed.
 3. Mentor teachers shall be selected from a list of applicants for the position and shall be approved by both the HEA and the administration.
- B. Each teacher in his/her first three (3) years in the classroom (hereinafter called "Mentee") shall be assigned one Mentor Teacher. The Mentor Teacher assignments shall be for one (1) year and shall be subject to periodic review by the Mentor Teacher and the Mentee. Assignments may be renewed in succeeding years.
- C. 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 non-threatening collegial fashion.
- D. The Mentor Teacher/Mentee relationship is confidential and shall not in any fashion be a matter included in the evaluation of the Mentor Teacher or the Mentee.

- E. 1. Mentor Teacher training will be provided by the District.
2. The Mentor Teacher will be provided with released time, a half day (i.e., 2½ hours) per Mentee per month to observe and work with the Mentee.

ARTICLE XV

Negotiation Procedures

- A. It is contemplated that matters not specifically covered by this Agreement, but mutually agreed upon concern to the parties, shall be subject to professional negotiations during the period of this Agreement upon request by either party to the other. The parties will undertake to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information, and otherwise constructively considering and resolving any such matters.
- B. At least sixty (60) days prior to the expiration of this Agreement, the parties will begin negotiations for a new agreement covering wages, hours, terms and condition of employment of teachers employed by the Board.
- C. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party, and each party may select its representative from within or outside the school District. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Education and by a majority of the membership of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.
- D. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the State Labor Mediation Board or take any other lawful measures it may deem appropriate, including the imposition by the Association of professional sanctions to discourage teachers from working in the absence of contract.

ARTICLE XVI

Grievance Procedure

- A. Any teacher, group of teachers, or the Association believing that there has been a violation, misinterpretation or misapplication of any provision of this Agreement or any existing rule, order or regulation of the Board, or any other provision of the law (except a statute specifically establishing a procedure for redress, relating to

wages, hours, terms or conditions of employment) may file a written grievance (on the form provided in Appendix) with the Board or its designated representative. The Board hereby designates as its representative for such purpose the Principal of each school building, and the Superintendent of Schools when the particular grievance arises in more than one school building.

Any grievance filed under this contract must be filed within thirty (30) calendar days of knowledge about the grievable item and not more than thirty (30) calendar days beyond the expiration date of the contract.

- B. Within ten (10) work days of receipt of the grievance, the designated representative of the Board shall meet with the Association in an effort to resolve the grievance. Affected teachers may or may not be present at such meetings. If the meeting is with the school Principal and the parties cannot agree, the grievance shall, within five (5) work days of the Principal's response, be transmitted by the Association to the Superintendent who shall have five (5) work days after the receipt to approve or disapprove the grievance. If the grievance is transmitted directly to the Superintendent, he/she shall have ten (10) work days from receipt to approve or disapprove it. If the grievance shall be denied by the Superintendent, upon review of the action of the school Principal or in the first instance, the grievance shall immediately be transmitted to the Association with a statement of reasons why it is being disapproved. If the Association is not satisfied with the action of the Superintendent, the grievance may, within ten (10) work days of the Superintendent's response, be transmitted by the Association to the Secretary of the Board.
- C. The Board shall pass upon the grievance no later than the first Board meeting following receipt of the grievance by the Secretary of the Board. The Board may hold a hearing thereon, may designate one or more of its members to hold a hearing, or otherwise investigate the grievance or prescribe such procedures as it may deem appropriate for consideration of the grievance; provided, however, that in no event, except with express written consent of the Association, shall final determination of the grievance be made by the Board more than ten (10) work days after the date of the Board meeting above.
- D. If the decision of the Board is not satisfactory to the Association, the grievance may, within thirty (30) calendar days after receipt of the Board's decision, be submitted to arbitration before an impartial arbitrator selected by the parties. If the parties cannot agree as to the arbitrator, one shall be selected by the American Arbitration Association in accord with its rules, which shall likewise govern the arbitration hearing. The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the Association or the Board. The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.

The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions on the issues submitted. Copies of his/her findings as outlined herein shall be submitted to both the Board and the Association.

- E. If any teacher for whom a grievance is sustained shall be found to have been unjustly discharged, he/she shall be reinstated with full reimbursement of all professional compensation lost. If he/she shall have been found to have been improperly deprived of any professional compensation or advantage, the same or its equivalent in money shall be paid to him/her.
- F. The costs of any arbitration under this Article shall be shared equally by the Board and the Association.

ARTICLE XVII

Miscellaneous Provisions

- A. The Board agrees to maintain an adequate list of substitute teachers. Teachers shall report unavailability for work at least one and one-half (1½) hours before the start of the school day, with every attempt to call before 6:00 a.m. Teachers shall be informed of at least two (2) telephone numbers they may call to report unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the Administration to arrange for a substitute teacher. A teacher who fails to notify the proper school authorities when not reporting for duty, unless some unusual circumstance shall prevent it, shall have one (1) day's pay deducted on a per diem basis.
- B. This Agreement shall supersede any rules, regulations or practices of the Board that shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- C. The cost for printing the copies of this Agreement shall be shared by the Board and the Association. The contract will be published twenty (20) working days after completion of negotiations; fifty (50) copies for the Board, one hundred fifty (150) copies for the HEA. The Association will be responsible for publishing the Agreement.
- D. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by the law, but all other provision or applications shall continue in full force and effect.
- E. The Association shall be provided with a copy of the Board Policy Book.

- F. Medical Examination: The Board of Education, for good and reasonable cause, may at any time require a teacher to submit a certificate from a qualified physician certifying to his/her fitness relating to physical and mental health.

ARTICLE XVIII

Salary Schedule, Insurance, and Calendar

A. Salary Schedule Columns

1. Teachers who earn a degree by mid-year will receive one-half ($\frac{1}{2}$) the added increment of that degree level for the remainder of that year.
2. To fall in the Master's schedule, the teacher must possess an appropriate educational M.A. Degree.
3. To receive credit for educational institutes given by a recognized educational group where college credit is not given, the teacher must have an accumulation of five (5) full days, at least four (4) hours per day, of institute and then will be given credit for one (1) semester hour on the salary schedule.
4. College courses below the graduate level and educational institutes not addressed in A-3 above must be approved by the Superintendent before they are taken for credit on the salary schedule.
5. The Board of Education shall continue its policy of encouraging professional growth. As such, the Board will reimburse each teacher the fees for the original issuance and the subsequent renewal of the Professional Education Certificate. The Board will not reimburse for the original issuance of the Provisional Certificate or any renewals of the Provisional Certificate. Issuance of the new certificate will be considered proof of payment by the bargaining unit member. Reimbursement will be within thirty (30) days of submission.

The Professional Development Committee will be responsible for determining District staff in-services. Other in-service opportunities will be evaluated by the principals and the Superintendent for their appropriateness with building and District school improvement efforts.

In-service (Professional Development) is defined as those processes and activities designed to enhance knowledge, skills and attitudes of educational employees so that they might, in turn, improve the environment and learning of students. The length of each Professional Development day shall be the length of a regular teacher day and begin no sooner than 8:00 a.m. and end not later than 3:45 p.m.

B. Salary Schedule Placement of New Teachers

1. New teachers without teaching experience shall be placed on Step 0 of their respective Salary Schedule column.
2. New teachers with teaching experience may be placed on any step of their respective Salary Schedule column but in no case shall it exceed their teaching experience. Exceptions can be made for "specialists" such as, but not limited to, social workers, speech therapists, and psychologists who have no school experience but do have experience in the private sector.
3. After the initial placement on the salary schedule, teachers shall advance through the step schedule at the rate of one (1) step for every acquired year of teaching experience.
4. A teacher who has terminated employment in the Holton Public Schools and who later returns may be treated as a new teacher for placement on the salary scale.

C. Salary Schedule Column Criteria

The following criteria shall apply to the columns of the salary schedule:

BA Column: B.A. Degree and certified for grade level and/or subject area assignment.

BA+24 Column: Certified for grade level and/or subject area assignment and B.A. Degree plus:

- 24 credit hours earned after B.A. for teachers required to earn eighteen (18) hours for professional certification.

BA+30 Column: B.A. Degree and certified for grade level and/or subject area assignment plus thirty (30) credit hours earned after B.A. Degree.

MA Column: Certified for grade level and/or subject area assignment and an appropriate educational M.A. Degree.

MA+20 Column: Certified for grade level and/or subject area assignment and an appropriate educational M.A. Degree (plus twenty (20) credit hours earned after M.A. Degree.)

D. Individual Contract Procedures

1. Preliminary to contracts being offered, a form letter will be issued to the members of the staff to determine whether or not they desire a contract for the coming year.
2. Contracts will be issued as soon after March 1 as salaries have been determined.
3. The Superintendent is authorized to issue all contracts to new personnel, and signatures of the Board will be affixed to all such contracts issued by the Superintendent. Such contracts to be valid must bear the signature of the Board President and the Superintendent.
4. Contracts will be issued on a basis of 184 working days, which includes any pre-school, in-service, and/or post-school conferences that may be scheduled.
5. Summer work not covered by the base contract shall be evaluated by the Board.
6. Teachers hired during the first trimester will be given one (1) year of experience at the end of the academic year. Teachers hired during the second trimester will be given on-half (1/2) year of experience at the end of the academic year. Teachers hired during the third trimester will be given zero (0) years of experience at the end of the academic year.

- E. Beginning February 1, 2008, the Board shall provide each year of the contract, at a cost to the teacher of \$100.00 (pre-tax) per month, a MESSA-PAK insurance package, either Plan A or Plan B, for twelve (12) months for each teacher and his/her eligible dependents who elect such coverage. Teachers needing health coverage shall elect Plan A; teachers not needing health coverage shall elect Plan B.

In addition to the \$100/month contribution, the 2010-2011 insurance premium cost will serve as the base for 2011-2012. The district will pay the first 0-5% of the increase, the employee will pay the increase from 5.01% to 10%, and the district and employee will share equally any increases above 10%. The 2011-2012 cost of insurance will serve as the base for 2012-2013 and the parties will share in the cost as outlined above.

1. Plan A shall consist of:
 - MESSA Choices II XVA2, \$10/\$20 Rx co-pay
 - MESSA Negotiated Life - \$25,000 with AD&D
 - MESSA Long Term Disability including:
66-2/3%; \$5,000 monthly maximum

90 calendar day modified fill
Pre-existing condition waiver
Freeze on offsets
Alcoholism/Drug and Mental/Nervous – the same as any other illness
Cost of Living Adjustment
Family Social Security offset
2-year Own Occupation

- MESSA Delta Dental – 80% Class I, II & III (annual maximum UCR); 80% Class IV (Ortho lifetime max UCR)
- MESSA Vision VSP-2

2. Plan B shall consist of:

- MESSA Negotiated Life - \$25,000 with AD&D
- MESSA Long Term Disability including:
 - 66-2/3%; \$5,000 monthly maximum
 - 90 calendar day modified fill
 - Pre-existing condition waiver
 - Freeze on offsets
 - Alcoholism/Drug and Mental/Nervous – the same as any other illness
 - Cost of Living Adjustment
 - Family Social Security offset
 - 2-year Own Occupation
- MESSA Delta Dental – 80% Class I, II & III (annual maximum UCR); 80% Class IV (Ortho lifetime max UCR)
- MESSA Vision VSP-2

Teachers electing Plan B shall receive up to Four Hundred Fifty Dollars (\$450.00) cash in lieu of health insurance that can be received as taxable cash or used toward non-taxable options and/or tax-deferred annuities. Tax-deferred annuities may be available from the following existing Employer approved vendors: Lincoln National Life Insurance Company, Jackson National Life Insurance Company, Farm Bureau Life Insurance Company, AIG Valic, GLP & Associates, Mass Mutual, American General and MEA Financial Services. No additional vendors will be added without the consent of the Board and meeting IRS regulations.

3. Premiums paid by the Board for employees whose workload is less than full-time will be prorated according to the employee's workload in relation to the workload of a full-time employee.

F. Calendar and In-service

1. The Holton School calendar for 2010-2011 is attached as Appendix and made a part of this Agreement. A Joint HEA/District Calendar Committee for calendar shall be formed to negotiate and settle calendars for remainder of the contract.
2. The District is required by School Code to provide a minimum of five (5) professional development days per school calendar year and must be aligned to the District school improvement plan. Any additional professional days attended by a teacher will require prior approval by the building principal and must be directly related to the initiatives of the school improvement plan. The Board will pay reasonable expenses.

APPENDIX I

Salary Schedule for 2010-2011 – 1.5% on base at time of ratification. For this year only, a one time deposit of \$300.00 will be made into a 403B account.

Salary Schedule for 2011-2012 – Less than 950 students = 1.5% on base; 951 to 1050 students = 2.0% on base; Greater than 1051 students = 2.5% on base.

Salary Schedule for 2012-2013 – Less than 950 students = 1.5% on base; 951 to 1050 students = 2.0% on base; Greater than 1051 students = 2.5% on base.

If, in any year of this contract, the school's fund balance reaches at least 20% of the School Operations Budget as reported in the school audit then the resulting salary increase for that year will be .5% in addition to the salary increase (per enrollment) as described above.

The 2010-2011 increase will begin the effective date of the HEA ratification (2-9-2011). The exception is that those employees retiring in 2010-2011 will receive the increase fully retroactive to the beginning of the 2010-2011 school year upon notification to the Superintendent, as long as notification is given no later than April 1, 2011.

Salary Schedule for 2010-2011

Step	BA	BA24	BA30	MA	MA20
0	33,988	35,350	36,030	37,388	38,748
1	35,349	36,711	37,388	38,748	40,110
2	36,711	38,063	38,748	40,110	41,467
3	38,063	39,428	40,110	41,467	42,825
4	39,428	40,789	41,467	42,825	44,186
5	40,789	42,150	42,825	44,186	45,560
6	42,150	43,508	44,186	45,546	46,905
7	43,846	45,205	45,883	47,244	48,606
8	45,546	46,905	47,584	48,944	50,303
9	47,244	48,606	49,285	50,644	52,007
10	48,944	50,303	50,989	52,345	53,703
11	50,644	52,007	52,683	54,042	55,404
12	52,345	53,703	54,384	55,742	57,101
13	54,384	55,742	56,423	57,784	59,140
14	56,016	57,414	58,116	59,518	60,914
15-19	57,545	59,005	59,737	61,200	62,658
20-24	57,885	59,358	60,098	61,574	63,045
25-29	60,774	62,363	63,160	64,752	66,339
30+	62,134	63,777	64,601	66,248	67,889

The 2010-2011 increase will begin the effective date of the HEA ratification (2/9/2011). The exception is that those employees retiring in 2010-2011 will receive the increase fully retroactive to the beginning of the 2010-2011 school year upon notification to the superintendent as long as the notification is given no later than April 1, 2011.

APPENDIX II

Holton Public Schools Extra Curricular Activity Schedule

	<u>% of BA Base</u>		
Varsity Football	10	Band	10
Assistant Varsity Football	6	HS Student Council	5
JV Football	6	MS Student Council	2
Assistant JV Football	5	HS Yearbook	4
Varsity Basketball	10	MS Yearbook	2
JV Basketball	6	6 th Grade Camp Director	2
Freshman Basketball	6	Mentor Teacher	\$200
Varsity Baseball	6	Summer School	\$25.00/hr
JV Baseball	3		
Varsity Softball	6		
JV Softball	3		
Varsity Volleyball	10		
JV Volleyball	6		
Freshman Volleyball	6		
Track	6		
Cross Country	6		
JH Cross Country	2.5		
Wrestling	10		
JV Wrestling	6		
Golf	3		
Tennis	6		
Soccer	6		
Jr. High Basketball (2)			
One Team	3		
Two Teams	4		
Jr. High Volleyball	2.5		
Jr. High Wrestling	2.5		
Cheerleaders (per season)			
if no assistant provided	5		
if assistant provided	3		
Freshman Class Advisor	1		
Sophomore Class Advisor	1		
Junior Class Advisor	6		
Senior Class Advisor	3		
Forensics	3		
Debate	10		
Play Director	3.5		
<u>% of BA Base</u>			
MS Play Director	2		

<u>Steps</u>
Step 1 = % of BA Base
Step 2 = % of BA Base x 1.10
Step 3 = % of BA Base x 1.15
Step 4 = % of BA Base x 1.20
Step 5 = % of BA Base x 1.30

- Notes
1. Yearbook will not be paid if it is a class assignment.
 2. Step increase is calculated on the extra-curricular position base.
 3. All dollar figures would change with a change in the teacher salary schedule base.
 4. The Superintendent or her designee shall issue to each extra duty teacher, upon appointment, a letter indicating the nature of the extra duty assignment, starting date, length of assignment and the salary.

APPENDIX III

Calendar for 2010-2011

August 31	First teacher day –teacher work day - full day
September 1 & 2	Teacher Staff Development – full days
September 3-6	Labor Day weekend
September 7	First student day – full day
October 14	Conferences – full day for teachers and students
October 15	Conferences – full day for teachers (no students)
November 12	Teacher Staff Development (no students)
November 24-26	Thanksgiving Break
December 3	End of First Trimester-half day students, full day teachers
December 20-31	Holiday Break
January 17	Teacher Staff Development (no students)
February 21	Mid-Winter Break
March 11	End of Second Trimester-half day students, full day teachers
March 24	Conferences – full day for teachers and students
March 25	Conferences – full day for teachers (no students)
April 4-8	Spring Break
April 22	Teacher Staff Development (no students)
May 30	No School (Memorial Day)
June 10	End of Third Trimester - last day for students - full day
June 13	Teacher work day (no students)

APPENDIX IV

Will need to add student data piece, summary and goals.

This section will be revised through the establishment of a sub-committee.

Holton Public Schools

FORMAL EVALUATION

ANNUAL EVALUATION

_____ School Year

Name: _____

Date: _____

Assignment: _____

Building: _____

Status:

Probation _____ 1st yr _____ 2nd yr _____ 3rd yr _____ 4th yr _____ Tenured _____

Observation conducted: Date: _____ Time: _____ Subject(s): _____

LEVELS OF PERFORMANCE

Each element of a component has four levels of performance; unsatisfactory, basic, proficient, and distinguished. The levels range from describing teachers who are still striving to master the rudiments of teaching (unsatisfactory) to highly accomplished professionals who are able to share their expertise (distinguished).

UNSATISFACTORY

The teacher does not yet appear to understand the concepts underlying the component.

BASIC

The teacher appears to understand the concepts underlying the component and attempts to implement its elements. But implementation is sporadic, intermittent, or otherwise not entirely successful. Additional reading, discussion, visiting classrooms of other teachers, and experience will enable the teacher to become proficient in this area.

PROFICIENT

The teacher clearly understands the concepts underlying the component and implements well.

DISTINGUISHED

Teachers at this level are master teachers and make a contribution to the field, both in and outside their school. Their classrooms operate at a qualitatively different level, consisting of a community of learners, with students highly motivated and engaged and assuming considerable responsibility for their own learning.

PLANNING AND PREPARATION

A. Demonstrates Knowledge of Content Pedagogy

<u>U</u>	<u>B</u>	<u>P</u>	<u>D</u>

- B. Demonstrates Knowledge of Students
- C. Selects Appropriate Instructional Goals
- D. Demonstrates Knowledge of Resources
- E. Designs Coherent Instruction
- F. Accurately Assesses Student Learning

Comments:

THE CLASSROOM ENVIRONMENT

- A. Creates an Environment of Respect and Rapport
- B. Establishes a Culture for Learning
- C. Manages Classroom Procedures
- D. Manages Student Behavior
- E. Effectively Organizes Behavior

<u>U</u>	<u>B</u>	<u>P</u>	<u>D</u>

Comments:

INSTRUCTION

- A. Communicates Clearly and Accurately
- B. Uses Questioning and Discussion Techniques
- C. Engages Students in Learning
- D. Provides Appropriate/Timely Feedback to Students
- E. Demonstrates Flexibility and Responsiveness

<u>U</u>	<u>B</u>	<u>P</u>	<u>D</u>

Comments:

PROFESSIONAL RESPONSIBILITIES

- A. Reflects on Teaching
- B. Maintains Accurate Records
- C. Communicates with Parents
- D. Contributes to the School and the District
- E. Participates in Professional Development Activities
- F. Shows Professionalism

<u>U</u>	<u>B</u>	<u>P</u>	<u>D</u>

Comments:

Recommendation:

- Reappointment to current position
- Reassign to different position
- Unsatisfactory (if checked, choose one below)
 - Plan of assistance Date: _____
 - Dismissed Date: _____

Administrator Signature Date

Teacher Signature Date

Note: The signatures of the parties mean only that a meeting was held to discuss this evaluation. It does not confer agreement by the teacher as to the contents of the evaluation.

Copies: Teacher/Principal/Central Office Personnel file

APPENDIX V

Holton Public Schools

Extra-Duty Evaluation Form

- A. Extra-Duty Being Evaluated:
- B. Coach/Advisor:
- C. School:
- D. Strengths: Describe the strengths this person possesses in conducting the activity.

- E. Describe the areas of growth that would assist this person in improving this activity.

- F. Additional Comments:

- G. Recommendation for Rehire:

Signature of Evaluator Date

Signature of Employee Date

Appendix V

Holton Public Schools
Head Coach Evaluation

Coach:

Sport:

Season:

Describe strengths the coach possesses in this sport:

Describe overall relationship the coach has with coaching staff:

Describe overall relationship coach has with parents:

Describe overall relationships coach has with athletes:

Describe organizational skills including:

Practices:

Equipment:

Utilization of resources:

Describe areas for growth that need to be addressed:

Additional comments:

Recommendations for next season:

A signature is not an indication of agreement of the above, but an acknowledgement that the Evaluator has discussed the evaluation with the employee.

Signature of Evaluator

Date

Signature of Head Coach

Date

Appendix VI

Holton Public Schools
Article VIIIA – Excess of Goal Pay Options/Reimbursement Form

In the event enrollment in any given class listed exceeds the goal detailed in Article VIII above, the teacher shall receive one of the following options:

1. Teacher may agree in writing to overload on the form located in the Appendix.
2. Reimbursement will be paid to teachers having an excess (excluding classes that are team taught) at a rate of \$35 per student per trimester. To qualify as an excess number, the enrollment in a class must exceed the stated goal for twenty-four (24) days in any trimester. Such reimbursement will be paid at the end of each trimester. It is the teacher's responsibility to apply to the central office for reimbursement within 10 days after the end of each trimester on the form located in the Appendix

Teacher Name _____

Class _____ Trimester _____

_____ I agree to accept the overload without additional compensation.

OR

_____ Number of students in class

_____ Number of students in excess of goal

_____ Number of days students in excess of goal

_____ Class roster attached

Teacher Signature and Date

Principal Signature and Date



Holton Education Association

Holton Education Association Grievance Form

Grievance Number: _____ School Year: _____ Date Filed _____

Name of Grievant: _____

Date Grievance Occurred: _____

Building: _____

Contract Section(s) Violated: _____

Statement of Grievance:

Relief Requested:

Association Designated Representative

Grievant

Date

Principal's Disposition

Date of Receipt: _____

Date of Meeting: _____

Granted _____ Denied _____

Comments: _____

Principal's Signature

Date

Association Disposition

Date: _____

Satisfactory _____ Unsatisfactory _____

Association Representative Date

Superintendent's Disposition

Date of Receipt: _____

Date of Meeting: _____

Granted _____ Denied _____

Comments: _____

Superintendent's Signature Date

Association Disposition

Date: _____

Satisfactory _____ Unsatisfactory _____

Association Rep Date

Board of Education Disposition

Date of Receipt: _____

Date of Meeting: _____

Granted _____ Denied _____

Comments: _____

Signature of Board Representative Date