

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

July 1, 2015 – June 30, 2020

TABLE OF CONTENTS

	<u>Page</u>
Professional Contract	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 Payroll Deductions	5
Article VI Professional Compensation	6
Article VII Teaching Loads and Extracurricular Assignments	7
Article VIII Teaching Conditions and Responsibilities	8
Article IX Seniority	10
Article X Leaves of Absence	10
Article XI Protection of Teachers	15
Article XII Mentor Teachers	17
Article XIII Negotiation Procedures	18
Article XIV Grievance Procedure	19
Article XV Miscellaneous Provisions	20
Article XVI Salary Schedule, Insurance, and Calendar	21
Appendix I Salary Schedules	26
Appendix II Schedule B	29
Appendix III Calendars	30
Appendix IV Extra-Duty Evaluation Form	31
Appendix V Coaching Evaluation Form	32
Appendix VI Excess of Goal Pay Options/Reimbursement Form	33
Appendix VII Holton Education Association Grievance Form	34

PROFESSIONAL CONTRACT

This Agreement entered into this 2nd day of July, 2015 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, except regarding prohibited subjects of bargaining, 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 July 2, 2015 and shall continue in effect until the 30th day of June, 2020.

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: [Signature]
Member, PN Committee

By: [Signature]
Member, PN Committee

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: July 2, 2015

DATE SIGNED: July 2, 2015

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: substitutes, 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; 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 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
Payroll Deductions

A. Payroll Deductions

1. Deductions for MESSA insurance, 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. United Way contributions
 - d. Tax-deferred annuities – no additional vendors will be added without the consent of the Board (see Article XVIII, Section D, for list)
 - e. Muskegon City income tax
 - f. 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 will be issued through direct deposit on Friday. Whenever said date falls on a federal bank holiday, the direct deposit will be made on the day prior to the federal bank holiday. 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.

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 start no sooner than 7:30 a.m. and end no later than 3:45 p.m. Employees are required to be on duty ten (10) minutes before classes begin and to remain on duty ten (10) minutes after classes dismiss. The schedule will be established to comply with the District's obligation to meet required days and hours of instruction per state law. The start and end time for teachers will be established working with the Association's designee prior to the first day of work for teachers during that 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 Extracurricular 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.
 - 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.
- B. 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.
- C. 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.
- D. Teachers will be paid nine dollars (\$9.00) per lunch period for providing lunch duty.
- E. Assignments in addition to the normal teaching schedule, which do not require teacher certification, including driver education, and extracurricular activities listed in Appendix II, shall not be obligatory but shall be with the consent of the teacher. If no qualified teacher can be found in the Holton Public Schools, then other qualified teachers may be hired. Each extracurricular assignment shall be covered by a separate written contract covering each assignment, its responsibilities, duties and pay schedule.
- F. 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.

- G. The District will recognize all options made available by the State Department of Education for becoming highly qualified under NCLB.

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 (\$53) per student over stated goal per semester. To qualify as an excess number, the enrollment in a class must exceed the stated goal for twenty-four (24) days in any semester. Such reimbursement will be paid at the end of each semester. It is the teacher's responsibility to apply to the central office for reimbursement within 10 days after the end of each semester 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 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, disability, genetic information, 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, disability, genetic information, color or national origin, and to seek to achieve full equality of educational opportunity to all pupils.

ARTICLE IX
Seniority

- A. 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.
- B. 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.
- C. 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 X
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 ten (10) days of leave. The unused portion of leave shall accumulate from year to year with no limit.
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. 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 or the last 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 consistent with legal requirements.
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 to work;
 - (5) to fulfill military family leave commitments (including up to 26 weeks of military exigency leave).
2. The Employer shall continue to contribute toward all health insurance benefits during a family and medical leave and the employee shall also continue to contribute. 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 semester.
 - a. Leaves more than five (5) weeks prior to the end of a semester. 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 semester.
 - b. Leaves less than five (5) weeks prior to the end of a semester. The District may require the employee to continue taking leave until the end of the semester 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 semester .
 - c. Leaves less than three (3) weeks, if the leave begins three (3) weeks prior to the end of the semester 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 semester.

ARTICLE XI
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 IEPT/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 IEPT, 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 IEPT 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 IEPT shall have the right to reconvene the Team for the purpose of reviewing and recommending revisions of the current IEP, 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.
- J. 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.
- K. Schedule B positions which do not require teacher certification will be evaluated on the form attached as Appendix IV or 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.
- L. 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.
- M. 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.
- N. 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.

ARTICLE XII
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 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 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 XIII 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 except with respect to prohibited subjects of bargaining.
- 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.
- E. An Emergency Manager appointed by law may reject, modify, or terminate the Agreement as provided by law.

ARTICLE XIV 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 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 any time before 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 Principal will issue a written disposition within five (5) work days of the meeting. If the Principal's disposition is not acceptable, 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 ~~by~~ **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. The costs of any arbitration under this Article shall be shared equally by the Board and the Association.

ARTICLE XV 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 that 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 and Board policy. 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 posted on the District's website twenty (20) working days after completion of negotiations.

- 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. Board of Education policies may be accessed from the District's webpage.
- 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 XVI
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 Master's 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 and alignment 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.

6. The District agrees to pay any teacher who submits their irrevocable notice of retirement prior to March 15, with an effective date of retirement no later than June 30 of the same year, a notification bonus of \$500.

B. Salary Schedule Placement of New Teachers

1. 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.
2. After the initial placement on the salary schedule, teachers shall advance through the professional level schedule according to Appendix I.
3. 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. 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. Summer work not covered by the base contract shall be evaluated by the Board, or its designee.
5. Teachers hired during the first semester will be given one (1) year of experience at the end of the academic year. Teachers hired during the second semester will be given on-half (1/2) year of experience at the end of the academic year. Teachers hired during the third semester will be given zero (0) years of experience at the end of the academic year.

D. Medical Health Insurance and Benefits

For plans that begin on or after January 1, 2015, pursuant to 2011 Public Act 152, the Publicly Funded Health Insurance Act, the Board will contribute up to the "hard cap" amounts, as adjusted annually, which initially were specified in the Act for medical benefit plan coverage. Plan A coverage will be as stated below; however, the District shall pay no more of the annual costs or illustrative rate and any payments for reimbursement of co-pays, deductibles, or payments into health savings accounts, flexible spending accounts, or similar accounts used for health care costs, than a total amount equal to \$5,992.30 times the number of employees with single person coverage, \$12,531.75 times the number of employees with two person coverage, plus \$16,342.66 times the number of employees with family coverage, for a medical benefit plan coverage year. Medical health insurance costs that exceed the employer's annual cost limitation will be the responsibility of the employee. Each teacher shall contribute the balance over the Board contributions up to the premium cost through automatic payroll deduction in advance of the premium due date.

By October 1st of each year, the District shall adjust the maximum payment the District will pay for each coverage category for medical benefit plan coverage years beginning on or after January 1st of the succeeding calendar year, based on the change in the medical care component of the United States Consumer Price Index for the most recent 12 month period for which data are available from the United States Department of Labor, Bureau of Labor statistics. If law requires a change in the "hard cap" amounts, the District shall adjust the "hard cap" amounts to align with the law.

1. Plan A – MESSA ABC Plan 1. For the calendar year 2015, this plan has a single coverage deductible of \$1,300 and a 2 person and full family deductible of \$2,600 for in-network claims per calendar year. In addition, the plan has an out of pocket cap per calendar year of \$1,000 for single coverage employees and \$2,000 for 2 person and full family employees. These out of pocket caps do not include covered under the plan. The plan has no insurance co-pay, nor co-insurance, and ABC Rx prescription coverage.
2. Employees may elect to choose MESSA Choices II in place of the MESSA ABC Plan outlined above.
3. Each eligible employee's annual Health Savings Account will be funded at 50% of the deductible on an annual basis by the Employer, beginning with the first business day of January each year of this agreement. Employees electing single coverage will receive the \$650 deposited into their HSA account deductible, and 2 person and family eligible employees will receive the \$1,300 in deposits to their Health Savings Account. If the 2016 deductible amounts increase from the 2015 deductible amounts, the Employer will make contributions based on the 2015 amounts in order to comply with the health care caps. Employees become eligible for their first HSA Employer paid contribution on the first business day of the calendar year after the date they are hired. For example, a teacher is hired August 30, 2015. No HSA contribution will be made in 2015. Their first HSA contribution will be on the first business day of January 2016 for the 2016 calendar year. It is understood that the Holton Education Association President and the Superintendent will meet prior to July 15, 2016 to discuss how the

deductible will be funded for the health care plan in the 2016 – 2017 school year, and to finalize a letter of agreement pertaining to such.

4. The Employee's health plan benefit year will begin on July 1 and end on June 30 of each year. Coverage for new hires will begin on September 1, or on the first day of the first full month in which they worked. Full-year Employee coverage runs from September 1 to August 31.
5. Plan B - Teachers not electing health insurance 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 to be paid over the months of September through June of the school year at \$540 per month. 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.
6. Each teacher shall be eligible for the following and shall contribute 20% of the cost for negotiated Life, LTD, Dental and Vision insurances through automatic payroll deduction in the month of coverage in advance of the premium due date.
 - a. MESSA Negotiated Life - \$25,000 with AD&D
 - b. MESSA Long Term Disability
 - i. 66 2/3% Max \$5,000
 - ii. 90 CDMF
 - c. MESSA Delta Dental 80% Class, I, II, II (annual Maximum UCR); 80% Class IV (Ortho Lifetime Max UCR)
 - d. MESSA Vision VSP-2
7. 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. Pursuant to the State School Aid Act of 1979, MCL 388.1701 as amended, effective October 1, 2013, the required minimum number of days of pupil instruction that the District shall provide for 2015-2016 is 175. The required minimum number of days of pupil instruction that the District shall provide for 2016-2017, and each year beyond 2016-2017 covered by this Agreement is 180, or as determined by law if fewer. Further, the District shall provide at least 1,098 hours of instruction. It is understood that the District shall comply with all eligibility requirements necessary to receive full State School Aid.

As a result, five (5) student days will be added to the calendar for the 2016-2017 school year and each successive year beyond 2016-2017 covered under this Agreement, or as determined by law if fewer. It is understood that the

Holton Education Association will not object to fewer days or minutes actually being placed in the calendar. The calendar negotiations team will meet to ensure that a calendar is developed that complies with the minimum number of required hours of pupil instruction, as well as with the minimum number of days of instruction required pursuant to the State School Aid Act of 1979, MCL 388.1701 as amended, effective October 1, 2013. It is understood that minutes may need to be added to the regular school day to comply with the requirements listed above.

2. The District is required by School Code to provide a minimum of five (5) professional development days per school calendar year that are 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

1. Salary Schedule

Professional Level	Bachelor's Degree	Bachelor's Degree Plus 24 Credits	Master's Degree	Master's Degree Plus 24 Credits
1A Probationary 1 – 3	\$37,000	\$38,000	\$40,000	\$42,000
1B Probationary 4 – 5	\$38,500	\$39,500	\$41,500	\$44,000
2A Professional 6 – 8	\$40,500	\$42,000	\$44,000	\$46,000
2B Professional 9 – 11	\$43,400	\$45,000	\$46,500	\$48,500
3A Lead Professional 12 – 14	\$47,250	\$48,750	\$49,750	\$52,000
3B Lead Professional 15 – 17	\$50,500	\$52,500	\$55,500	\$57,500
4A Master Professional 18 – 20	\$55,750	\$57,750	\$62,400	\$65,500
4B Master Professional 21 – 24	\$59,750	\$61,500	\$64,000	\$67,250
5A Distinguished Professional 25+	\$62,750	\$64,000	\$66,000	\$71,000

2. An incoming experienced teacher may be placed at an appropriate professional level less than the teacher's actual years of experience. The Board reserves the right to place an incoming, experienced or new, teacher who is entering a position on the critical shortage list at a level higher than the teacher's years of experience.
3. The Board and Association recognize the value in experience at Holton Public Schools, and in advanced training available in education, therefore:

- a) The qualifications for professional level advancement from Level 1 (Probationary) to Level 2 (Professional) shall require the successful completion of the probationary teaching period, and the attainment of a Professional Teaching Certificate, if a teaching certificate is required. Advancement shall require three yearly effective or highly effective ratings on the year end summative teacher evaluations during the time in which the teacher was at Level 1A, and two yearly effective or highly effective ratings on the year end summative teacher evaluations during the time in which the teacher was at Level 1B.
- b) The qualifications for professional level advancement from Level 2 (Professional) to Level 3 (Lead Professional) shall require effective or highly effective ratings on the year end summative teacher evaluations during the time in which the teacher was at Level 2. Advancement shall require three yearly effective or highly effective ratings on the year end summative teacher evaluations during the time in which the teacher was at Level 2A, and three yearly effective or highly effective ratings on the year end summative teacher evaluations during the time in which the teacher was at Level 2B.
- c) The qualifications for professional level advancement from Level 3 (Lead Professional) to Level 4 (Master) shall require effective or highly effective ratings on the year end summative teacher evaluations during the time in which the teacher was at Level 3. Advancement shall require three yearly effective or highly effective ratings on the year end summative teacher evaluations during the time in which the teacher was at Level 3A, and three yearly effective or highly effective ratings on the year end summative teacher evaluations during the time in which the teacher was at Level 3B.
- d) The qualifications for professional level advancement from Level 4 (Master) to Level 5 (Distinguished) shall require effective or highly effective ratings on the year end summative teacher evaluations during the time in which the teacher was at Level 4. Advancement shall require three yearly effective or highly effective ratings on the year end summative teacher evaluations during the time in which the teacher was at Level 4A, and four yearly effective or highly effective ratings on the year end summative teacher evaluations during the time in which the teacher was at Level 4B.
- e) Any teacher who does not attain an effective or highly effective summative evaluation rating, shall remain at the current level, and shall not advance until the teacher has received the required number of effective or highly effective summative teacher evaluations during their time at that professional level.
- f) The qualifications for salary schedule advancement shall include: 1) graduate hours in a planned course of study beyond the bachelor's degree and provisional certificate, 2) credits in a teachable area, credits directly related to instruction, and other credits as proposed by the teacher, with advanced approval by the superintendent or designee. Course hours referred to in this Article shall be on a semester hour equivalency. BA+24 or MA+24 means hours taken after completion of the respective degree(s). Credits used for

advancement on the salary schedule must be earned subsequent to the date of the last placement/advancement.

4. A salary schedule change will be effective at the beginning of the school year following the date of completion of the requirements, as shown on the official college transcript, or the completion of the required equivalent years of service, provided that the teacher submits supporting evidence of completed requirements at least 10 days prior to the beginning of the school year subsequent to course completion to be eligible for advancement on the salary schedule. Supporting evidence may include, but is not limited to, a letter from the institution or advisor indicating that requirements will be met by the beginning of the semester.
5. Master Level Teacher 4A / 4B and Distinguished Level Teacher 5A – It is the expectation that teachers who have attained this standing will volunteer to serve on at least one committee or team per school year. Examples of such committees include, but are not limited to: subject area or curriculum committees, school and district improvement teams, positive behavior and attendance support teams, crisis or emergency response teams, the HEA Bargaining Team, the sex education advisory committee, the health and wellness committee, the District technology committee, teacher mentor, etc.
6. If a teacher is placed in a professional level and their salary is more than the salary for that professional level, the teacher will be placed at the appropriate professional level, but will not be paid less than the teacher's current salary.
7. If, in any year of this contract, the District's fund balance exceeds 10%, as reported in the annual school audit, then an additional 0.5% of the base salary will be added to each professional level within the new salary schedule.

APPENDIX II

Holton Public Schools
Extracurricular Activity Schedule B

	<u>% of BA Base</u>		<u>% of BA Base</u>
Varsity Football	10	MS Play Director	2
Assistant Varsity Football	6	Band	10
JV Football	6	HS Student Council	5
Assistant JV Football	5	MS Student Council	2
MS Football	3	HS Yearbook	4
Varsity Basketball	10	MS Yearbook	2
JV Basketball	6	MS Robotics	4
Freshman Basketball	6	HS Robotics	4
Varsity Baseball	6	Quiz Bowl	4
JV Baseball	3	6 th Grade Camp Director	2
Varsity Softball	6		
JV Softball	3	Mentor Teacher	\$200
Varsity Volleyball	10	Summer School	\$25.00/hr
JV Volleyball	6		
Freshman Volleyball	6		
Track	6		
Cross Country	6		
MS Cross Country	2.5		
Wrestling	10		
JV Wrestling	6		
Golf	3		
Soccer	6		
MS Basketball (2)			
One Team	3		
Two Teams	4		
MS Volleyball	2.5		
MS 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 / Debate	5		
Play Director	3.5		

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

2015 - 2016 School Year

August 2015

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

September

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

October

Sun	Mon	Tue	Wed	Thu	Fri	Sat
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

1st Semester
 Begins: September 8, 2015
 Homecoming October 17, 2015
 1st Marking Period Ends: October 30, 2015
 Semester Ends: January 15, 2016

November

Sun	Mon	Tue	Wed	Thu	Fri	Sat
3	4	5	6	7		
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

December

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

January 2016

Sun	Mon	Tue	Wed	Thu	Fri	Sat
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

2nd Semester
 Begins: January 19, 2016
 3rd Marking Period Ends: March 30, 2016
 Ends: June 9, 2016

February

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29					

March

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

April

Sun	Mon	Tue	Wed	Thu	Fri	Sat
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

May

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

June

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

Holiday and MAISD Vacation Periods
 Student full day
 Student 1/2 day; Teacher 1/2 work day
 MS/HS Student full day & Evening Conferences
 EL Student full day & Evening Conferences
 Teacher PD
 Student 1/2 day; Teacher 1/2 PD
 Teacher work day
 Teacher comp day for 4 evenings of conferences

Dates

September 8, 2015 Teacher Professional Development
 September 15, 2015 Teacher Professional Development (no after school staff meeting)
 September 22, 2015 Teacher Work Day
 September 29, 2015 First Day of School for Students
 October 1, 2015 Full day for students, MS/HS Evening Parent Teacher Conferences
 October 2, 2015 Full day for students, MS/HS Evening Parent Teacher Conferences
 October 3, 2015 Full day for students, Elementary Evening PTC
 October 4, 2015 Full day for students, Elementary Evening PTC
 October 5, 2015 No school. Compensation Day for Fall Parent Teacher Conferences
 October 6, 2015 Thanksgiving Break
 October 7, 2015 Thanksgiving Break
 October 8, 2015 Start of Christmas Break-Students return
 October 9, 2015 Half day for students (exams), full day for staff
 October 10, 2015 Half day for students (exams), full day for staff, end of 1st Semester
 October 11, 2015 MLK - Teacher PD Day - No School
 October 12, 2015 Mid-Winter Break
 October 13, 2015 Mid-Winter Break
 October 14, 2015 Full day for students, MS/HS Evening Parent Teacher Conferences
 October 15, 2015 Full day for students, MS/HS Evening Parent Teacher Conferences
 October 16, 2015 Full day for students, Elementary Evening PTC
 October 17, 2015 Full day for students, Elementary Evening PTC
 October 18, 2015 No school - Teacher Compensation Day
 October 19, 2015 Spring Break Begins
 October 20, 2015 Spring Break Ends
 October 21, 2015 Memorial Day - No School
 October 22, 2015 Half day for students (exams), full day for staff, end of 2nd Semester
 October 23, 2015 Half day for students (exams), full day for staff, end of 2nd Semester
 October 24, 2015 Teacher Work Day

APPENDIX IV

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
Coach Evaluation Form

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 with the above, but an acknowledgement that the Evaluator has discussed the evaluation with the employee.

Signature of Evaluator

Date

Signature of Coach

Date

Appendix VI

Holton Public Schools

Article VIII A – 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 the overload on this form.
2. Reimbursement will be paid to teachers having an excess (excluding classes that are team taught) at a rate of \$53 per student per semester. To qualify as an excess number, the enrollment in a class must exceed the stated goal for twenty-four (24) days in any semester. Such reimbursement will be paid at the end of each semester. It is the teacher's responsibility to apply to the central office for reimbursement within 10 days after the end of each semester on this form.

Teacher Name: _____

Class: _____

Semester: _____

_____ **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

Date

Principal Signature

Date

Appendix VII

Holton Education Association Grievance Form

Date: _____ Grievance Number: _____

Statement of Grievance:

Remedy Sought:

Principal's Disposition:

Date of Receipt: _____

Granted: _____ Denied: _____

Date: _____

If denied, provide a statement of reason why:

Principal's Signature: _____

Association's Disposition:

Date: _____

Satisfactory: _____

Unsatisfactory: _____

Association Representative's Signature: _____

Superintendent's Disposition:

Date of Receipt: _____

Granted: _____ Denied: _____

Date: _____

If denied, provide a statement of reason why:

Superintendent's Signature: _____

Association's Disposition:

Date: _____

Satisfactory: _____

Unsatisfactory: _____

Association Representative's Signature: _____